Website terms and conditions template: software or app download site

Terms and Conditions

These terms and conditions are the contract between you and [Our Name] ("us", "we", etc). By visiting or using Our Website,											
We ar	Ve are [trade name], a company registered in [■ ■ ■ ■], ■ ■ ■ [■ ■ ■ ■ ■ ■ ■].										
Our a	ddress is [address].										
You a	re: Anyone who uses Ou	ır Website ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .									
	e read this agreement ca d leave ■ ■ ■ ■ ■ ■ ■ ■ ■	refully and save it. If you do not agree with it, you									
These	e are the agreed terms:										
1.	Definitions										
	"Content"	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text,									
	"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks,									
	"Licence"	means a licence granted by us to you in the terms of									
	"Our Website"	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us [or any member of the [\blacksquare									

'Post"	means place on or into Our Website any Content or material					
	= = .					
'Product"	means any software or other product sold or offered for					
'Services"	means all of the services available from Our Website,					

2. Interpretation

In this agreement unless the context otherwise requires: 2.1. a reference to a person includes a human individual, a corporate entity ------2.2. a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare ----in the context of permission, "may not" in connection with an

••••• 2.3. 2.4. the headings to the paragraphs and schedules (if any) to this 2.5. any agreement by either party not to do or omit to do something 2.6. a reference to an act or regulation includes new law of substantially the 2.7. these terms and conditions apply to all supplies of Products by us. 2.8. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this

Basis of Contract 3.1. When you buy a Product, you are in fact buying a Licence to use that Product for [one = = = / = = =], = = = = = = = = = = = = = 3.2. Any continuation of your Licence by us or by you after the expiry of one year is a new contract under the terms then Posted on Our Website. Your continued use of our Product ---/-------3.3. [Unfortunately, we cannot guarantee that every Product advertised on Our Website is available. If at any time a Product

Product 3.4. In entering into this contract you have not relied on any representation 3.5. You acknowledge that you understand exactly what is included in a Product and you are satisfied that the Product

Product 3.6. OR 3.7. The contract between us comes into existence only when we write to you to confirm that we agree to provide to you the Product you want. Your payment does not create a contract. 3.8. We may change this agreement and / or the way we provide a Product, 3.8.1

3.

		3.8.3 If you make any payment for Products or Services in the future, you will do so under
4.	The	Licence
	4.1.	Subject to the terms of this agreement, we grant to you a limited Licence to use a Product for your personal or business use.
	4.2.	The Licence is for the specific period for which you have bought it. The Licence expires at the end of that period if not renewed. Expiry cannot remove or reduce
	4.3.	If you have bought a single-user Licence, you may install and use it on not more $\blacksquare \blacksquare \blacksquare \blacksquare [\blacksquare \blacksquare \blacksquare \blacksquare] \blacksquare $
	4.4.	If you have bought a multi-user Licence, you may install and use it on the number of
	4.5.	You may not copy a Product except for the purpose of system maintenance, nor may you transfer ••••••••••••••••••••••••••••••••••••
5.	You	r account and personal information
	5.1.	When you visit Our Website, you accept responsibility for any action done by any person using your name, account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that

We will give you notice of the change. If you do not accept the

change, we will refund • • • • • • • • • • • • • • • •

3.8.2

	5.2.	You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible • • • • • • • • • • • • • • • • • • •
	5.3.	You agree to notify us of any changes in your information immediately it occurs. If you do
6.	The	price
	6.1.	The price payable for a Product is clearly $\blacksquare \blacksquare \blacksquare$
	6.2.	The price charged for any Product may differ from one country to another. You may not be entitled to
	6.3.	The price of a Product may be changed by us at any time. We will never change a price so as to affect
	6.4.	Prices are inclusive of any applicable goods and services • • • • • • • • • • • • • • • • • • •
	6.5.	All monies paid by you to us are non-refundable and cancellation and/or termination of this agreement by you or us at any
7.	Rer	newal payments
	7.1.	At least [four] weeks before expiry of the period for which you have paid, we shall send you a message to your last known email address to tell you that your Licence to use a Product
	7.2.	You may cancel ongoing provision of a Product at any time on giving us 21 clear days notice, by email through Our Website, or by telephone to any number specified [in Our Website]. Payment will
		j.

	7.3.	At expiry of your [Our Name] Licence we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and shall confirm the renewal
	OR	
	7.4.	You agree to pay the [monthly / yearly] licence fee for a Product, from the credit card, information for which you have already, or will have, supplied to us. After that period has expired, you authorise us to arrange withdrawal of funds on this card in payment of your subscription
	7.5.	If you have made payment in some way other than by credit card, the Licence will be renewed only if you
	7.6.	If we change the nature or provision of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	7.7.	If a change we make in the provision of a Product,
8.	For	eign taxes, duties and import restrictions
	8.1.	If you are not in Australia,
	8.2.	You are responsible for purchasing a Product which you Product which you Product which you Product which you Product which you Product which you Product which you Product

	We ta	ke care • • • • • • • • • • • • • • • • • • •							
	9.1.	Card payments are not processed through pages controlled by us.							
	9.2.	If you have asked us to remember your credit card details in readiness for your next purchase							
10.	Dissatisfaction with a Product								
	These provisions apply in the event • • • • • • • • • • • • • • • • • • •								
	10.1.	If for any reason you are not completely happy \blacksquare							
	OR								
	10.2.	Our most important task is to ensure your absolute satisfaction. We will always strive to reach							
	10.3.	So far • • • • • • • • • • • • • • • • • • •							
		10.3.1 with both Product and							
		10.3.2 securely wrapped;							
		10.3.3 including our delivery slip;							

Security of your credit card

9.

10.3.4 at your risk and cost.

	10.4.	
11.	How	we handle your Content
	11.1.	Our privacy policy is strong and precise.
	11.2.	If you Post Content to any public area of Our
	11.3.	Even if access to your text is behind a user registration it ,
	11.4.	We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant • • • • • • • • • • • • • • • • • • •
	11.5.	We will use that licence only for commercial ••••••••••••••••••••••••••••••••••••
	11.6.	You agree to any act or omission which may otherwise infringe • • • • • • • • • • • • • • • • • • •
	11.7.	[You now irrevocably authorise us to publish • • • • , • • • • • • • • • • • • • •
	11.8.	Posting content of any sort does not change your

	,
	11.10. You accept all risk and
	11.11. Please notify us = = = = = = = = = = = = = = = = = =
	11.12. [We do not solicit ideas or text for improvement of our Service, but if you = = = = = = = = = = = = = = = = = = =
12.	Restrictions on what you may Post to Our Website
	We invite you to Post Content to Our Website in several ways and for different purposes. We
	We do not undertake to moderate or check every item Posted, but we ■ ■ ■
	You agree that you will not use or
	12.1. be unlawful, •••••;
	12.2. consist in ••••••, ••••••;
	12.3. be obscene, = = = , = = = , = = = , = = = = = = =
	12.4. be sexually explicit or pornographic;

11.9. You understand that you are personally responsible for your breach of

	12.5.	be likely to deceive any person or be •••••••••••••••••••••••••••••••••••
	12.6.	request or collect passwords or other personal • • • • • • • • • • • • • • • • • • •
	12.7.	be used to sell any goods or services or for any other commercial use not intended by
		;
	12.8.	include anything other than words (i.e. = = = = = = = = = = = = = = = = = =
	12.9.	facilitate the provision
	12.10	. link to = = = = = = = = = = ;
	12.11	. Post excessive or • • • • • • • • • • • • • • • • • •
	12.12	sending age-inappropriate = = = = = = = = = = = = = = = = = = =
13.	You	r Posting: restricted content
		nnection with the restrictions set out
		dition to the = = = = = = = = = = = = = , = = = = =
	13.1.	hyperlinks, ••••••;
	13.2.	keywords or words • • • • , • • • • • • • • • • • • • •

13.4.	inaccur	ate, false, or misleading information.
Rem	noval	of offensive Content
14.1.	For the	avoidance of doubt,
14.2.	custom	under no obligation to monitor or record the activity of any er for
14.3.	If you a ■ ■ :	re = = = = = = = = = = = , = = = = = = =
	14.3.1	your claim or complaint must be submitted to us in the form ,
	14.3.2	we shall remove • • • • • • • • • • • • • • • • • • •
	14.3.3	after we receive notice of •••••••••••••••••••••••••••••••••••
	14.3.4	we may re-
14.4.		ect of any complaint made by you or any person on your behalf,
14.5.		w agree that if any complaint is made

13.3. the name, logo or **•••••••••••••••••••••••**

14.

15. Security of Our Website

15.1.	If you violate ••••••••••••••••••••••••••••••••••••								
15.2.	.2. You now agree that :								
	15.2.1	modify, copy, or cause damage • • • • • • • • • • • • • • • • • • •							
	15.2.2	link to Our Website in any way that would cause the appearance							
	15.2.3	download any part ••••;							
	15.2.4	collect or use •••••••••••••••••••••••••••••••••••							
	15.2.5	collect or use any information obtained • • • • • • • • • • • • • • • • • • •							
	15.2.6	aggregate, copy or duplicate in any manner any of the							
15.3.	Despite	e the above = = = , = = = = = = = = = = = = = = =							
	15.3.1	create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific							

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16.	Interi	ruptio	n to c	our S	ervi	ce										
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	16.2. ı		• • • •									••	• •	• •	• •	ı =
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17.	Intell	ectua	l Prop	perty												
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	17.3. i		••••				• • •		::	•••	•••	• • • •	• •	• •		
	You ag	ree tha	t at all	times y	you w	ill:										
	17.4. i	• • • •	••••		• • • •		•••		•••	••	••		•	• •		=
	17.5. i	• • • •			• • • •	• • •			••					• •		i =

15.3.2

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	17.6.	••••															• •	
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		17.9.3			,													
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		17.9.4	••••												••		• •	
18.	Disc	claime	rs an	d lin	nita	tio	n o	f li	abi	ility	/							
	18.1.																	
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	18.2.				■ ■ ,									• •				
	10.2																	
	10.3.				■ ■ ,				••	, ■								
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	1ŏ.4.								• •					• •				

18.5.		
		:
	18.5.1	useful to you;
	18.5.2	of satisfactory quality;
	18.5.3	fit for a particular purpose;
	18.5.4	
18.6.		
18.7.		
	■ .	
18.8.	We acc	cept no responsibility for:
	18.8.1	malfunction in any hardware of yours;
	18.8.2	
		;
	18.8.3	the provision or failure to provide any firewall;
18.9.		
	18.9.1	indirect or consequential loss; or
	18.9.2	,,
18.10.		

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	18.11	
		 ,
	18.12	
	18.13	
19.	You	indemnify us
		,:
	19.1.	;
	19.2.	your breach of this agreement;
	19.3.	
	19.4.	;
		\$[100.00]
20.	Miso	cellaneous matters
	20.1.	

20.2.	
20.3.	
20.4.	
20.5.	
	20.5.1
	20.5.2
	20.5.3 issue a claim in any court.
20.6.	
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20.7.	
20.8.	

20.9.	
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	It shall be deemed to have been delivered:
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20.13	
20.14	,
	•[••••]••••••

Explanatory notes:

Website terms and conditions template: software or app download site

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

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Definitions				
We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. Most people do not read your terms (even if they have to "tick the box"). The people who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your goods or services. It therefore helps you to obtain their business if your terms \blacksquare \blacksquare \blacksquare				
• • • • • • • • • • • • • • • • • • • •				
• • • • • • • • • • • • • • • • • • • •				
We use "Product" "Our Website"	you decide ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■			
But if you do change the de	efined word, make sure it applies to every use ■			
•••••				
	a word or phrase is defined, the defined meaning, nce over the			
	the contents of the document, then return to check d and whether they really			
Interpretation				
•	unless there is a good reason to edit or remove. er's blurb". Every item has been carefully			

3. **Basis of contract**

2.

considered in the context of this agreement and has been included for ■ ■ ■

	your product or EXECUTE EXECUTE EXECUTE
	It is important to make clear when the contract comes into effect. Without specifying, your website will be regarded as an offer and payment by your customer as
4.	The Licence
	Although referred to as T&C, this document is a licence. You must tell the buyer of
5.	Your account and personal information
	Edit as required.
6.	The price
	We have no comment.
7.	Renewal payments
	We have provided for auto renewal of the service provision. In law that provision is void. You cannot unilaterally renew a contract. However, if you continue a course of
	••••••
	The best way to deal with this issue is to provide a warning to a customer/member about four weeks before you take payment, with a copy of
8.	Foreign taxes, duties and import restrictions
	If some customers may be from abroad, wash your hands • • • • • • • • • • • • • • • • • • •
9.	Security of your credit card
	This short paragraph is intended primarily to re-assure your customer that you are careful with his money.

	For payment you may have various alternatives like I I I I I I I I I I I I I I I I I I
10.	Dissatisfaction with a Product
	If you sell any product which could be returned to you, we advise you to have a written returns policy. This applies to software sent in a hard medium, such as a DVD as well as to goods such as hard copy books. You could
	In this paragraph you may add more flexible terms regarding returns and refunds. The law allows
	••.
11.	How we handle your Content
	It is a question of balance and maybe how your buyers will • • • • . • • • • • • • • • • • • • •
	This particular paragraph covers a sensitive issue. You should edit to suit the way you operate your business. You need to provide a balance between making precise promises which could trip you up
12.	Restrictions on what you may Post to Our Website
	This and the following three paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, leave messages, and so on, the
	This paragraph has two purposes: the first is the obvious and named purpose of preventing damage to your website and establishing a contractual obligation by your site users not to do

	No matter what you put in this paragraph, there is no certainty that you may ■
	Of course, ••••••••••••••••••••••••••••••••••••
	We suggest that you edit this paragraph in line
40	
13.	Your Posting: restricted content
	This paragraph continues in the vein
14.	Removal of offensive Content
	This paragraph is targeted at anyone who is aggrieved at a posting. He may or may •••••••••••••••••••••••••••••••••••
15.	Security of Our Website
	There is an intentional overlap here with the paragraph on
16.	Interruption to Service
	We have no comment
17.	Intellectual Property

17.

	Few business managers appreciate just how much IP is owned
18.	Disclaimers and limitation of liability
	The law is complicated and much depends on the facts of each case. ■ ■ ■
	2010
	You will see that we have also included in the provision for
19.	You indemnify us
	We suggest no edits.
20.	Miscellaneous matters
	A number of special points. We have identified each of these as \blacksquare \blacksquare \blacksquare \blacksquare

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Ends of notes