

AU-TCmkt05

Website terms and conditions template: marketplace for goods; buyer subscribes for access

Terms and Conditions applicable to a buyer of Products using [Ourname]

These terms and conditions are the contract between you and [Ourname] (“us”, “we”, etc). By visiting

[Ourname] is a trade name of [company name], [Australian Company Number incorporated in the Commonwealth of Australia], [/]

Under 18 years? Sorry, but we deal only with people who are legally able to enter into a binding contract. 18

Please read this agreement carefully and save it. If you do not agree with it, you should leave

1. Definitions

["App"] means the [Our name] mobile phone / cell-phone application which enables a user to select order].

“Content” means the textual, visual or audio content that is encountered as part of your experience using [the App or] Our Website. It may include, among other things:

“[Our name]” means us. It also means the membership marketplace we operate

“[Our name] Membership Service” “ means the market place service we provide as set out on ”

“Our Website” means any website of ours, and includes all

"Post" means display, exhibit, publish, distribute, transmit and/or disclose information, details and/or other material on Our Website,

" " " "

“Product” means any item offered for sale through Our Website by a Seller. It includes both physical products and soft copy downloaded

“Seller” means a person who offers Products for sale on Our Website under the terms []

“User” means any person other than you who uses the [Our name] Membership

"you" "yours" etc, means you, the party to this agreement.

2. Our contract

2.1. [Ourname] is a marketplace. We are agents of a Seller only to the extent of his use of Our Website as a platform

2.2. We welcome any comment or complaint about a Seller, which you make through Our Website. We may act upon a complaint in our discretion, []

2.3. We are not responsible to you further than to take your money

2.4. We are not responsible for delivery of any Product you order or for the returns and repayment procedure

2.5. These terms and conditions regulate the business relationship between you and us. By buying [Our name] Membership Service or using Our

2.6. Purchase of [Our name] Membership Service entitles you to receive from us a code which will entitle you to a discount of [15%] for Products

bought from any Seller. Note that [Our name] Membership Service does

- 2.7. We provide a market place for the supply of Products. We
 - 2.7.1 your locating and ordering a Product;
 - 2.7.2 your choice of a Product;
 - 2.7.3 any aspect of the provision of the Product;
 - 2.7.4 refund payment for any Product;
 - 2.7.5 any complaint about any Product.
- 2.8. In any dispute with a Seller, you should deal only with the Seller. We have
- 2.9. We may change this agreement in any way at any time. The version applicable to your contract is the version which was

3. Your account and personal information

- 3.1. 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
- 3.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible
- 3.3. You agree to notify us of any changes in your information immediately it occurs. If you do

4. Membership

- 4.1. Details of the cost and benefits of [Our name] Membership Service are as set out on
- 4.2. Payment for a [Our name] Membership Service is for [one year / a fixed period of time]. At least two weeks before expiry of that period we shall send you a message to your last known email address to tell you that your membership is
- []
- 4.3.
- 4.4. You do not have to take any action for this to apply. By accepting these terms and conditions, you do instruct us to [start immediately / give you immediate access / provide the [Our]].
- 4.5. Free Services (if any) are not
- 4.6. At any time before expiry of your membership, you may use the “My Account” tab on Our Website to access
- 4.7. At expiry of your [Our name] membership we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and []
- 4.8. Subject to last previous sub-paragraph, you may cancel membership within [15 days] after the day we confirm the renewal of your [Our name] membership. If you [15]
- 4.9. Other than the limitation set out above [Our name] Membership Service is
- 4.10. Apart from your cancellation right, termination of Service will be regulated by
- 4.11. We reserve the right to modify the [Our name] Membership Service and to change the terms and conditions of this agreement at any time, without notice. Your continued use of the [Our name] Membership Service after such modifications shall be deemed an acceptance by

you to be bound by

5. The buying procedure

- 5.1. [Our name] is not responsible for the fulfilment
- 5.2. Prices listed on Our Website by Sellers are inclusive
- 5.3. Unless it is clear to the contrary, you may assume that every sale is made
- 5.4. Products may be offered for sale subject to any discount or promotion arranged between []
- 5.5. Subject to discounts and promotions, Products are offered for sale at a fixed price. GST may be due and will be either included in the
- 5.6. All Products will be subject to a delivery charge which will be shown at the pay point. The delivery charge will be fixed by the Seller for each Product offered for sale. It may be changed at the
- 5.7. Neither we nor the Seller can be responsible for action by any governmental authority. We do not know and are not
- 5.8. You are required to pay in the currency in which a Product
- 5.9. Every sale will be subject to the laws applicable but there shall not be implied any right which is neither
- 5.10. For security purposes (yours and ours) we will not permit more than a maximum number of

5.11. To make future use of Our Website easier and faster for you, we will retain the personal and delivery information you give to us. We will not retain information relating to your payment or credit card. This financial information never comes into our control. The information is given

6. Security of your **[credit card]**

We take care

6.1. **Card payments are not processed through pages controlled by us.**

6.2. **If you have asked us to remember your credit card details in readiness for your next purchase**

7. The **[Our name]** guarantee

7.1. To give you the utmost confidence []

7.2. If the Seller fails to supply a Product to you for

7.3. This guarantee is subject to the following conditions:

7.3.1 you must first follow the returns and

;

7.3.2 the maximum payment is \$ **[250]**. We will

30

60

7.3.3 the claim

;

7.3.4 you must provide a street address to us

:

, , ;

7.3.5 you are limited to a lifetime maximum []

] ;

7.3.6 you must not

7.4. The guarantee set out in

8. Products returned

These provisions apply in the

:

8.1. The Seller does not accept returns unless there was a

,

8.2. Before you return a Product to the Seller, please carefully re-

,

8.3. The Products must be returned to

15].

[

8.4. So far , :

8.4.1 with both Product and

;

8.4.2 securely wrapped;

8.4.3 including the Seller's delivery slip;

8.4.4 at your risk and cost.

8.5. We advise you to follow the returns procedure set out on your Seller's website

8.6. If the Seller

8.6.1 refund the cost of return carriage;

8.6.2 repair or replace the item as he chooses.

9. How we handle your Content

9.1. Our privacy policy is

9.2. If you Post Content to any public area of Our

9.3. Even if access to your text is behind a user registration it

9.4. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant

9.5. We will use that licence only for commercial

9.6. You agree to waive your right to be identified

- 9.7. [You now irrevocably authorise us to publish
].
- 9.8. Posting content of any sort does not change your
- 9.9. You understand that you are personally responsible for your breach of
- 9.10. You accept all risk and
- 9.11. Please notify us
- 9.12. [We do not solicit ideas or text for improvement of our Service, but if
[/]].

10. 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

10.1. be unlawful,

- 10.2. consist in , ;
- 10.3. be obscene, , , , ;
- 10.4. be sexually explicit or pornographic;
- 10.5. be likely to deceive any person or be , , ;
- 10.6. use a Posting to solicit responses ;
- 10.7. request or collect passwords or other personal , ;
- 10.8. be used to sell any goods or services or for any other commercial use not intended by , : , ;
- 10.9. include anything other than words (i.e.) ;
- 10.10. facilitate the provision ;
- 10.11. link to ;
- 10.12. use distribution lists that include ;
- 10.13. send age-inappropriate 18 .

11. Your Posting: restricted content

In connection with the restrictions set out ,

In addition to the
:

11.1. hyperlinks, ;

11.2. keywords or words ,
.

11.3. the name,
.

11.4. inaccurate, false, or misleading information.

12. Removal of offensive Content

12.1. For the avoidance of doubt,
.

12.2. We are under no obligation to monitor or record the activity of any user
of Our
,
-
.

12.3. If you are
:

12.3.1 your claim or complaint must be submitted to us in the form
,
.

12.3.2 we shall remove
;

12.3.3 after we receive notice of
,

12.3.4 we may re-

12.4. In respect of any complaint made by you or any person on your behalf,
,

12.5. You now agree that if any complaint is made

13. Security of Our Website

If you violate

You now agree that

13.1. modify, copy, or cause damage

13.2. link to Our Website in any way that would cause the appearance

13.3. download any part

13.4. collect or use

13.5. collect or use any information obtained

13.6. aggregate, copy or duplicate in any manner any of the

13.7. share with a

13.8. Despite the above

13.8.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without

specific

13.8.2 you may copy the text of any

14. Storage of data

14.1.

14.2.

14.2.1

30

14.2.2

OR

14.3.

14.4.

14.5.

14.6.

15. Termination

15.1. []

15.2. ,

15.3. ,

15.4. ,

15.5. :

15.5.1 []

15.5.2

15.6. ,

[]

15.7.

[]

16. Your claims: defamation and intellectual property

[],

:

16.1.

16.2.

16.3. Our follow-up investigation of your complaint.

16.4.

16.5.

17. Copyright and other intellectual property rights

17.1.

17.2.

18. Interruption to the [Our name] Membership Service

18.1. []

18.2.

18.3. []

18.4.

[]

19. Indemnity

19.1. [] ;

19.2.

19.3.

[]

19.4. your failure to comply with any law;

19.5.

20. Disclaimers about the [Our name] Membership Service

20.1. []

20.2. ,

,

20.3.

,

,

20.4.

20.5.

,

20.6.

,

,

,

,

,

20.7. [“] []

“

”

,

,

:

20.7.1 of satisfactory quality;

20.7.2 fit for a particular purpose;

20.7.3 , ,

21. Disclaimers about the Products

21.1.

21.2. ,

21.3. , :

21.3.1 ;

21.3.2 the Seller performing his contract.

21.4. ,

21.5. [] ,

22. Miscellaneous matters

22.1. , - , ,

22.2.

22.3.

22.4.

1988as

(, [/] [])

22.5.

, :

22.5.1

, :

22.5.2

, :

22.5.3

, :

22.5.4 issue a claim in any court.

22.6.

22.7.

22.8.

22.9.

It shall be deemed to have been delivered:

;

72 ;

- : 24

. [

].

22.10.

22.11.

22.12.

]. [

22.13.

22.14.

22.15.

].

[

Explanatory Notes:

Website terms and conditions template: marketplace for goods; buyer subscribes for access

Paragraph Specific Notes:

Drafting notes, using the document paragraph numbers:

1. 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 products or services. It therefore helps you to obtain their

We use

“Product”

“Our Website”

You decide to change to

“Mobile phones” / “Home wares”

“The Jones Site” / “ ”

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

2. Our contract

The contractual relationship between you and user of your website is important if you are to avoid being deemed to be involved in

This paragraph is concerned with the basics of what each side is expected to do and not do.

3. Your account and personal information

Edit as required. We have no

4. Membership

Edit as you required.

5. The buying procedure

This is the story of how your system works. It must be set down to match the

6. Security of your [credit card]

This short paragraph is intended primarily to re-assure your customer or client that you are careful with his

For payment you may have various alternatives like

7. The guarantee

This provision is very much an option. You can take it on in a suitable form or you can

8. Products returned

9. Customers can ask for a free repair, replacement or refund, but they are not always entitled to one. For example, the consumer guarantees do not apply if you got

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

10. 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 not be the subject of some sort of attack or other problems. However, we do think

Of course, anyone who wishes

We have provided a vast menu of possibilities. We suggest that

11. Your Posting: restricted content

This paragraph continues in the vein of the previous one. As you see, we intend to make clear that certain other activities are prohibited.

12. Removal of offensive Content

This paragraph is targeted at anyone who is aggrieved by your site content. He may or may not be one

13. Security of Our Website

There is an intentional overlap here with the paragraph on

14. Storage of data

This provision

15. Termination

It is at and after termination

16. Your claims: defamation or intellectual property

This is really a notice to third parties to make clear your responsible attitude

17. Copyright and other intellectual property rights

We have no comment

18. Interruption to the [Ourname] Membership Service

This may

19. Indemnity

We suggest no edits.

20. Disclaimers about our Service

Disclaimers are not always binding. The law is complicated and much depends

21. Disclaimers about the Products

We advise you

22. Miscellaneous matters

Unless you have a good

End of notes