

AU-TCmkt11

Website terms and conditions template: marketplace for goods; accessed through a site or by app; buyer side

Terms and Conditions applicable to a buyer []

These terms and conditions are the contract between you and [Our name] (“us”, “we”, etc). By visiting or using Our Website, you agree to be bound by them.

[Our name] 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

If you use our Service, you do so in accordance with these terms. If you are unable to accept these terms, your only []

1. Definitions

“[name] App” means the mobile phone / cell-phone software application which enables you to [select,]

It includes any “app” or other product, material or thing offered for licence by us on Our Website, including supporting material, in hard or soft copy, and whether or not bought by you.

“[]” []

“Service” means the service we provide to you via []

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

“Copy or Publish” with reference to the [name] App, means reproducing

or publishing in whole or in part, using any means, in any medium. It includes breaking up,

“Device”	includes any device, work station, electronic
“Licence”	means a licence granted by us to you in the terms of this agreement []
“Our Website”	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. It includes
“Post”	means place on or into Our Website any Content or material
“Product”	means any product offered for sale on Our
“Seller”	means a person or organisation whose Products we offer for sale []
“Software”	means the software which constitutes the [name] App or which provides any

2. Our contract

- 2.1. We do not offer Service in all countries. We may refuse service if you
- 2.2. In entering into this contract you have not relied on any representation or information from any source except the
- 2.3. We are neither a buyer nor seller of Products offered for sale in any form. We are

- 2.4. [Our name] is a marketplace. We are agents of a Seller only to the extent of use of Our Website as a platform for sale of his Products and for collection and forwarding of your
- 2.5. We welcome any comment or complaint about a Seller, which you make through Our Website. We may act upon a complaint in
- 2.6. We are not responsible for delivery of any Product you order or for the returns and repayment procedure
- 2.7. In any dispute with a Seller, you should deal only with the Seller. We have
- 2.8. We may change this agreement in any way at any time. The version applicable to your contract is the version which

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. The buying procedure

- 4.1. [Our name] is not responsible for the fulfilment of
- 4.2. Prices listed on Our Website by Sellers are inclusive
- 4.3. Unless it is clear to the contrary, you may assume that every sale is made
- 4.4. Products may be offered for sale subject to any discount or promotion arranged between []
- 4.5. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the
- 4.6. 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
- 4.7. 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
- 4.8. Neither we nor the Seller can be responsible for action by any governmental authority. We do not know and are not
- 4.9. Any detail given by us in relation to exchange rates is approximate only
- 4.10. For security purposes (yours and ours) we will not permit more than a maximum number of
- 4.11. 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

5. Acceptance

5.1. Your order

5.2. Nothing said or done by the

5.3. At any time before a Product is ,

6. [Our name] guarantee

6.1. To give you the utmost confidence []

:

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

6.2. This guarantee is subject to the following conditions:

6.2.1. you must first follow

;

6.2.2. the maximum payment is \$ [250]. We will
30 60

;

6.2.3. the claim

;

6.2.4. you must provide a street address to us

:

,

;

6.2.5. you are limited to a lifetime maximum []

] ;

6.2.6. you must not

6.3. The guarantee set out in

7. How we handle your Content

7.1. Our privacy policy is

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

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

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

7.5. We will use that licence only for commercial

7.6. You agree to waive of your right to be

1968 .

7.7. [\[You now irrevocably authorise us to publish](#)

].

7.8. Posting Content of any sort does not change your

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

7.10. You accept all risk and

7.11. Please notify us

7.12. [We do not solicit ideas or text for improvement of our Service, but if you

[/]]

8. Products returned

These provisions apply in the

8.1. You should examine Product on receipt to check for possible

8.2. The Product must be returned to

[15

].

8.3. Product should be returned in accordance

8.4. So far

9.4.1 with both Product and

9.4.2 securely wrapped;

9.4.3 including the Seller's delivery slip;

9.4.4 at your risk and cost.

8.5. In returning a defective Product,

8.6. If the Seller agrees that the Product is ,

9. Security of your [credit card]

We take 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. Restrictions on what you may Post to Our Website

We have to regulate your use of Our Website to protect our business

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.
- 13.3.1
- 13.3.2
- 13.3.3
- 13.3.4
- 12.4.
- 12.5.

13. Grant of Licence to use the [name] App

13.1. [,]

[[[] []]

13.2. []

13.3. - , - , -

13.4. []

14. Restrictions on use of [name] App

You agree that you will not:

14.1. []

[]

14.2. , ,

14.3. - , []

14.4. []

14.5. []

14.6.

[] .

14.7.

[]

15. Copying the **[name]** App

15.1.

.

15.2.

15.3.

15.4.

[]

16. Interruption to our Service

16.1.

.

16.2.

,

,

16.3.

.

16.4.

,

.

17. Disclaimers and limitation of liability

17.1.

17.2.

17.3.

18.3.1 your locating and ordering a Product;

18.3.2 your choice of a Product;

18.3.3 any aspect of the provision of the Products;

18.3.4 refund payment for any Product;

18.3.5 any complaint about any Product.

17.4.

17.5.

17.6.

17.7.

17.8.

18.8.1 indirect or consequential loss; or

18.8.2

17.9.

17.10.

18. Indemnity

18.1.

18.2. your breach of this agreement;

18.3. your failure to comply with any law;

18.4.

19. Miscellaneous matters

19.1.

19.2.

19.3.

19.4.

It shall be deemed to have been delivered:

;

72 ;

- : 24

. [

].

19.5.

19.6.

19.7.

19.8. In the event of any conflict between any term of this agreement and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

19.9. The validity, construction and performance of this agreement shall be governed by the laws of [].

Explanatory Notes:

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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

In this document are several defined terms where some other term, decided by you, might make better sense or which describes your app or your business more exactly. By all means use the search/replace function in your word processor to change them. However, we have used “[name] App” and not “App” because we do not know what exactly you are licensing. It could be a simple app; or some more complicated software,

Remember too, that when a word or phrase is defined, the defined meaning, capitalised takes precedence over the

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 a 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. The buying procedure

This is the story of how your system works. It must be set down to match the reality. It is also important that your sellers are bound by their separate ;

5. Acceptance

Contractual litigation often concerns the timing of offer and acceptance. This

6. [Our name] guarantee

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

7. 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

8. Products returned

See last note. The same proposition applies.

9. 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

10. Restrictions on what you may Post to Our Website

This and the following two 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

If no buyer can post or upload

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

If no buyer can post or upload

These provisions cover the acceptance by the person posting of their legal

12. Removal of offensive Content

If no buyer can post or upload

This paragraph is targeted at anyone who is aggrieved at a posting. He may or

13. Grant []

This is the

It is not safe

Be careful not

14. Restrictions on use of [name] App

These points are matters for

The basis of this paragraph is that you sell multiple variations of the licensed /

We consider

15. Copying the [name] App

For some licensed products, for use in certain circumstances, permission

We have defined "Device" very broadly to include

16. Interruption to our Service

A specific

17. Disclaimers and limitation of liability

The law is complicated and much depends on the facts of

You will see that we have also included in the provision for

18. Indemnity

We suggest no edits.

19. Miscellaneous matters

Unless you have a

End of notes