Website terms and conditions template: member services for businesses

#### **Terms and Conditions**

	e terms and conditions are the etc). By visiting	contract between you and [Our Name] ("us",									
	re [your business name], a co	mpany registered in [country], number [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■									
You a	are: Anyone who uses Our We	ebsite.									
Pleas ■ ■ ■	e read this agreement careful	ly and save it. If you do not agree with ■ ■ ■ , ■ ■ ■ .									
It is n	now agreed as follows:										
1.	Definitions										
	In this agreement, the following words shall have the following meanings,										
	"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,									
	"[Our Name] Membership"	means any service we provide, whether through Our Website or otherwise. It includes the membership service we provide • • • • • • •									
	"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on Our Website,									
	"Services"	means all of the services available from Our Website,									
	"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 $[\blacksquare \blacksquare \blacksquare \blacksquare] \blacksquare \blacksquare$									
]									

### 2. Our contract

<b>U</b> ui	
2.1.	These terms and conditions regulate the business relationship between you and us. By buying [Our Name] Membership or using Our ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.2.	We do not offer the Services in all countries. We may refuse to provide the Services if
2.3.	In entering into this contract you have not relied on any representation or information from any source except the
2.4.	Subject to these terms and conditions, we agree to provide to you some or all of the Services described on •••••••••••••••••••••••••••••••••••
2.5.	Our contract with you and licence to you last for [one year from the date of start / payment]. Any continuation by us or by you after the expiry of [one year] is a new contract under the terms then posted on Our Website.
2.6. OR	The contract between us comes into existence when we receive ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.7.	The contract between us comes into existence only when we write to you to confirm that we agree to provide to you the Service you want. Your payment does not create a contract.
2.8.	If we give you free access to a Service or feature on Our Website which is normally a charged feature, and that Service or feature is

	usually subject
2.9.	We may change this agreement in any way at any time. The version applicable to your contract is the version which was •••••••••••••••••••••••••••••••••••
You	r account and personal information
3.1.	When you visit Our Website, you accept responsibility for any action done by any person in your name or under your 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
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
Men	nbership
4.1.	Purchase of [Our Name] Membership entitles you to [details of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
OR	
4.2.	Details of the cost and benefits of [Our Name] Membership are as set
4.3.	Payment for a [Our Name] Membership is for [one year / a fixed period of time]. At least [four] weeks before expiry of that period we shall send you a message to your last known email address to tell you that your membership

4.4.	At any time before expiry of your [Our Name] Membership, you may use the ["My Account"] tab on Our Website to ••••••••••••••••••••••••••••••••••
4.5.	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
4.6.	Termination of this agreement by you or us at any time for any reason will not   .
4.7.	You may not transfer your [Our Name]
4.8.	We reserve the right to modify the [Our Name] Membership rules or system and to change the terms and conditions of this agreement at any time, without notice. Your continued use of the [Our Name] Membership after such modifications shall be deemed an acceptance by you to be bound
Pric	es
5.1.	The price payable for Services that you order is clearly   I I I I I I I I I I I I I I I I I I
5.2.	The price charged for any Service may differ from one country to another. You may not be entitled to •••••••••••••••••••••••••••••••••••
5.3.	Prices are inclusive of any applicable goods and services     I I I I I I I I I I I I I I I I I
5.4.	Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment

	5.5.	•	etails given by us in relation to exchange rates are approximate									
	5.6.		ill pay all sums due to us under this agreement by the means ed without									
	5.7.	All monies paid by you to us are non-refundable and cancellation and/or termination of this agreement by you or us at any										
	5.8.	-	stake, we have under-priced a Service, we will not be liable to hat Service to you at the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■									
6.	Res	trictic	ons on what you may Post to Our Website									
	6.1.		ay, at our discretion, read, assess, review or moderate any nt Posted on Our Website. If we    I I I I I I I I I I I I I I I I I I									
	6.2.	You aç	gree that you will not use									
		••••										
		6.2.1	be malicious or defamatory;									
		6.2.2	consist in • • • • • • , • • • • • • • • • ;									
		6.2.3	be obscene, offensive, threatening or violent;									
		6.2.4	be sexually explicit or pornographic;									
		6.2.5	be likely to deceive any person or be									
		6.2.6	give the impression that it emanates from									
		6.2.7	solicit passwords or personal information from anyone;									
		6.2.8	be used to sell • • • • • • • • • • • • • • • • • •									

		6.2.9	include anything other than words (i.e. = = = = = = = = = = = = = = = = = =
		6.2.10	request personal information from other users
			link to any •••••••••••••••••••••••••••••••••••
			Post excessive or • • • • • • • • • • • • • • • • • •
		6.2.13	sending age-inappropriate • • • • • • • • • • • • • • • • • • •
<b>7</b> .	You	ır Post	ing: restricted content
	In co	nnection	with the restrictions set out
			■■■.
	In ad∉	dition to t ■■■:	the = = = = = = = = = = = = , = = = = = =
	7.1.	hyperlir	nks, ••••••;
	7.2.	keywor	ds or words = = = , = = = = = = = = = = = = = = =
	7.3.	the nan	ne, logo or = = = = = = = = = = = = = = = = = =
	7.4.	inaccur	rate, false, or misleading information.
8.	Hov	v we h	andle your Content
	8.1.	-	vacy policy is strong and precise.

8.2.	If you Post Content to any public area of Our
8.3.	Even if access to your text is behind a user registration it
0.4	
8.4.	We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant ••••••••••••••••••••••••••••••••••••
8.5.	We will use that licence only for commercial
8.6.	You agree to any act or omission which may otherwise infringe
	<b>1968</b> .
8.7.	[You now irrevocably authorise us to publish • • • , • • • • • • • • • • • • • • •
8.8.	Posting content of any sort does not change your
8.9.	You understand that you are personally responsible for your breach of
8.10.	You accept all risk and
8.11.	Please notify us

8.12.	you •	not solicit ideas or text for improvement of our Service, but if
Rem	oval	of offensive Content
9.1.	For the	avoidance of doubt, <b></b>
9.2.	custom	e under no obligation to monitor or record the activity of any ner for
9.3.	If you a	are = = = = = = = = = = = = = = = = = = =
	9.3.1	your claim or complaint must be submitted to us in the form • •
	9.3.2	we shall remove <b>••••••</b> ;
	9.3.3	after we receive notice of •••••••••••••••••••••••••••••••••••
	9.3.4	we may re-
9.4.		ect of any complaint made by you or any person on your behalf,

9.5.	You now agree that if any complaint is made
Sec	urity of Our Website
If you	violate • • • • • • • • • • • • • • • • • • •
	now agree that ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■
10.1.	modify, copy, or cause damage • • • • • • • • • • • • • • • • • • •
10.2.	link to Our Website in any way that would cause the appearance
10.3.	download any part • • • • • • • • • • , • • • • • • • •
10.4.	collect or use = = = = = = = = , = = = , = = = = ;
10.5.	collect or use any information obtained • • • • • • • • • • • • • • • • • • •
10.6.	aggregate, copy or duplicate in any manner any of the
10.7.	for any purpose use our name, any proprietary information (including images,
10.8.	share with a = = = = = = = = = = = = = = = = = =
10.9.	despite the above

		10.9.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific
11.	Disc	laimers
	11.1.	The law differs from one
	11.2.	All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction
	11.3.	The [Our Name] Website and [Our • • • • ] • • • • • • • • • • • • • •
	11.4.	
	11.5.	

									-									
		-				-						-		•				• •
		١.																
11.6.		-													-			••
	, ■ ■													•	•			•
								■ ,			•				•	-		• •
									, ■ 1	1				- 1				
				, = =						. = =								
				•														
11.7.																	. 🔳 1	
																_		
															•			
Dura	ation	an	d to	erm	ina	itio	n											
12.1.																		
	, ■ ■																	
																	_ ,	
													•					
OR																		
12.2.												-				ı <b>.</b>	, ■	
				-														
														-				
			•															
OR																		
UK																		
12.3.																		
. 2.0.																		
															<b>-</b>			■ .
12.4.																		
14.4.																		
	:																	

12.4.1 your right to use the Services immediately ceases;

		12.4.2															
	12.5.																
		••••															
		••••													,		
	12.6.	••••															
													-				
	12 7																
							-						-	•			
					•												
		••••												•			
		••••					١.										
13.	Stor	age o	f data	a													
	13.1.	••••															
	40.0	••••															
	13.2.																
		■■■,		• • •		. <b></b>				• • ·	• . •	•	• • •	• •	• •	. <b>.</b> .	•
																••	, ■
		••••	• • • •				۱.										
	13.3.	••••	• • •					••			••					••	••
		••••	1.														
14.	Inte	rrupti	on to	Ser	vic	es											
	14.1.	••••											-	•			
				 		 		•	• • •				•••			••	••
		••••	•••				-							١.			

	14.2.	
	14.3.	
15.	Lim	itation of liability
	15.1.	,
	OR	
	15.2.	, , , , , , , , , , , , , , , , , , ,
	15.3.	15.3.1 indirect or consequential loss; or 15.3.2
	15.4.	
	15.5.	

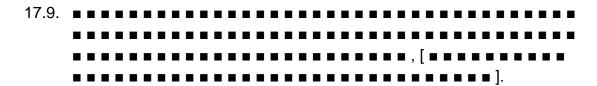
1	6.	Ind	lem	nity

	,,
16.1.	,,
	<pre></pre>
16.2.	your breach of this agreement;
16.3.	your failure to comply with any law;
16.4.	
16.5.	

## 17. Miscellaneous matters

17.1.				$\blacksquare$								
		 			 <b>.</b>	1		 	 		 _	ı
		 ■.■			 	••	, ■ 1	 				I
17.2.		 			 			 			 	
					 			 	 	-	 	-
17 2		 			 			 	 		 	
17.3.								 				-
		■ ■ ,			 . ■ :							
	47.0.4											
	17.3.1											
				■,								
		 			 					•	 	
		 	∎;∎					 				

	17.3.2
	17.3.3
	17.3.4 issue a claim in any court.
17.4.	
17.5.	
	,
17.6.	
	It shall be deemed to have been delivered:
	;
	;
	24
	]
17.7.	
17 O	••••••••••••.
11.ŏ.	,,



17.10. The validity, construction and performance of this agreement shall be governed by the laws of the State of [State] and you agree that any dispute arising from it shall be litigated only in that State.

# **Explanatory notes:**

Website terms and conditions template: member services for businesses

## Paragraph specific notes:

Notes numbering refers to paragraph numbers.

#### 1. Definitions

Every business is different, not only in terms of the product or service being offered, but also the processes. The defined terms that				
•	d replace function in your word processor to general adjectives, or to			
We use	You might decide to change to			
"Services"	"Membership Services"			
"Our Website"	"The Business Research Website"/ "■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■			
But if you do change the def	ined word, <b>make sure it applies to every use ■</b> ■ ■ ■ ■ ■ .			
Remember too, that when a capitalised, takes precedenc	word or phrase is defined, the defined meaning, se over the			

. . . . . . . . . . . . . . . . . . . .

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

	At places within this document, we refer to non-defined terms such as 'membership'. You may wish to change such words to suit your business. For example, you may change 'membership' = = = * = = = = = = = = = = = = = = =
2.	Our contract
	Edit as required, but we expect
3.	Your account and personal information
	Edit as required, but we expect
4.	Membership
	This section needs to set out what membership is all about and what obligations it places on the
	Edit these paragraphs carefully. You may need to add to them to fully reflect
	We have provided for auto renewal of the membership contract. In law that provision would be void as you cannot unilaterally renew a contract. However, if you continue a course of
	The best way to deal with this issue is to send a message to your customer in advance of taking payment (for example, about four weeks before the subscription ends), warning that the subscription
5.	Prices
	If you sell only in Australia, some of these provisions may be

Restrictions on what you may Post to Our Website

This and the following four paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download and 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 to •••••••••••••••••••••••••••••••••••
We have provided a vast menu of possibilities, suitable for a diverse client base. We suggest that you edit this ••••••••••••••••••••••••••••••••••••
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.
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

	•••••••
9.	Removal of offensive Content
	This paragraph is targeted at anyone who is aggrieved by your site content.  He may or may not be one
	,
	,
10.	Security of Our Website
	There is an intentional overlap here with the paragraph on
	•••
11.	Disclaimers
	Disclaimers are not always binding. The law is complicated and much
	•.
	Depending on your circumstances, paragraph 11 . 2    1
12.	Duration and termination
	It is after termination that conflicts
13.	Storage of data
	This provision absolves you from any obligation to retain messages or ■ ■ ■

14.	Interruption to Services
	We suggest you leave these provisions in place.
15.	Limitation of liability
	This is clearly important. The first question must
	You will see that we have also included in the provision for
16.	Indemnity
	We suggest no edits.
17.	Miscellaneous matters
	A number of special points we have identified each of these as important ■ ■

## **End of notes**