Website terms & conditions template: membership based services

### **Terms and Conditions**

These terms and conditions are the contract between you and [Our Name] ("us", "we", etc). By visiting			
	re [your business name], a con	npany registered in [country], number [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
You a	re: Anyone who uses Our Web	osite.	
Pleas	e read this agreement carefully	y and save it. If you do not agree with ■ ■ ■ , ■ ■ ■ ■ ■ .	
These	e are the agreed terms		
1.	Definitions		
	In this agreement, the following	ng 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,	
	<b>"</b>		
	"[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	

means any website or service designed for

"Our Website"

electronic access by mobile or fixed devices
which is owned or operated by us [or any
member of the [ = = = ] = = = = = = = = = =
. ]

### 2. Our contract

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	The contract between us comes into existence when we receive
OR	
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.

		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 •••••••••••••••••••••••••••••••••••
3.	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
4.	[Ou	r Name] Membership
	4.1	Our basic Service is free of charge. You may use it subject to • • • • •
	4.2	Details of the cost and benefits of [Our Name] Membership are as set out on Our Website. You may ••••• [••••• ]•••
	4.3	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 • • • ] • • • • • • ].

If we give you free access to a Service or feature on Our Website

4.4	Termination of [Our Name] Membership will be regulated by this ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
4.5	You may not transfer your [Our Name] • • • • • • • • • • • • • • • • • • •
4.6	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 • • • • • • • • • • • • • • • • • • •
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	Any details given by us in relation to exchange rates are approximate only
5.6	You will pay all sums due to us under this agreement by the means specified without
5.7	If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the <b>*** *** ***</b> , <b>**** *** ***</b> *** ***

# 6. Renewal payments

6.1	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 [Our Name] Membership and licence to
6.2	At any time before expiry of your [Our Name] Membership, you may use [the "My Account" tab on] Our Website to ••••••••••••••••••••••••••••••••••
6.3	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 shall confirm the renewal ••••• [•••••••]
6.4	Subject to last previous sub-paragraph, you may cancel [Our Name] Membership within [14 days] after the day we confirm the renewal of your [Our Name] Membership. If
6.5	Other than the limitation set out above [Our Name] Membership is
Sec	urity of your credit card
We ta	ke care = = = = = = = = = = = = = = = = = = =
7.1	Card payments are not processed on a page controlled by $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$
7.2	If you have asked us to remember your credit card details for your next purchase or

Rest	trictio	ons on what you may Post to Our Website
8.1	We ma	ay, at our discretion, read, assess,
	•••	
8.2	You a	gree that you will not use
		: :
	8.2.1	be malicious or defamatory;
	8.2.2	consist in <b>= = = = = = , = = = = = = = = ;</b>
	8.2.3	be obscene, offensive, threatening or violent;
	8.2.4	be sexually explicit or pornographic;
	8.2.5	be likely to deceive any person or be
		;
	8.2.6	give the impression that it emanates from
		;
	8.2.7	solicit passwords or personal information from anyone;
	8.2.8	be used to sell • • • • • • • • • • • • • • • • • •
	8.2.9	include anything other than words (i.e. $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$
		;
	8.2.10	link to any = = = = = = = = = = = = = , = = = = =
	8.2.11	Post excessive or •••••••••••••••••••••••••••••••••••
	8.2.12	sending age-inappropriate <b>= = = = = = = = = = = = = = = = = = =</b>

9.	Your Posting: restricted content		
In connection		nnection with the restrictions set out ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
	In addition to the		
	9.1	hyperlinks, • • • • • • • • • • • • • • • • • ;	
	9.2	keywords or words • • • • , • • • • • • • • • • • • • •	
	9.3	the name, logo or	
	9.4	inaccurate, false, or misleading information.	
10.	How	we handle your Content	
	10.1	Our privacy policy is strong and precise.	
	10.2	If you Post Content to any public area of Our	
	10.3	Even if access to your text is behind a user registration it	
	10.4	We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant   , , , , , , , , , , , , , , , , , ,	

	10.5	We will use that licence only for commercial • • • • • • • • • • • • • • • • • • •
	10.6	You agree to any act or omission which may otherwise infringe   1 1968.
	10.7	[You now irrevocably authorise us to publish $\blacksquare$ $\blacksquare$ $\blacksquare$ , $\blacksquare$
	10.8	Posting content of any sort does not change your
	10.9	You understand that you are personally responsible for your breach of
	10.10	You accept all risk and
	10.11	Please notify us • • • • • • • • • • • • • • • • • •
	10.12	[We do not solicit ideas or text for improvement of our Service, but if you = = = = = = = = = = = = = = = = = = =
11.	Rem	oval of offensive Content
	11.1	For the avoidance of doubt,
	11.2	We are under no obligation to monitor or record the activity of any customer for

	11.3	If you are •••••••••••••••••••••••••••••••••••
		11.3.1 your claim or complaint must be submitted to us in the form ■ ■
		<b>■ ■</b> ;
		11.3.2 we shall remove • • • • • • • • • • • • • • • • • • •
		11.3.3 after we receive notice of
		<b>=</b> ;
		11.3.4 we may re-
	11.4	In respect of any complaint made by you or any person on your behalf,
	11.5	You now agree that if any complaint is made
2.	Sec	urity of Our Website
	•	violate
	You r	now agree that <b>= = = = = = = = =</b> , <b>= = = = = = = = =</b>
	•••	
	12.1	modify, copy, or cause damage
	12.2	link to Our Website in any way that would cause the appearance

	•••	
	<b></b> ;	
12.3		load any part = = = = = = = = = , = = = = = = = = =
12.4	collec	et or use • • • • • • • • • , • • • • , • • • •
12.5	collec	t or use any information obtained
12.6	:::	gate, copy or duplicate in any manner any of the
12.7		with a • • • • • • • • • • • • • • • • • •
12.8	•	te the above = = = , = = = = = = = = = = = = = = =
	12.8.1	create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific
	12.8.2	you may copy the text of any
Disc	claim	ers
13.1	The la	aw differs from one
13.2		plied conditions, warranties and terms are excluded from this ment. If in any jurisdiction

	,
13.3	The [Our Name] Website and [Our • • • ] • • • • • • • • • • • • • • •
	13.3.1 useful to you;
	13.3.2 of satisfactory quality;
	13.3.3 fit for a particular purpose;
	12.2.4
	13.3.4
13.4	
13.5	
13.6	
	,
13.7	
	•••••

## 14. Duration and termination

14.1	
14.2	
OR	
14.3	
14.4	:
	14.4.1 your right to use the Services immediately ceases;
	14.4.2
14.5	
14.6	
14.7	

### 15. Storage of data

15.2

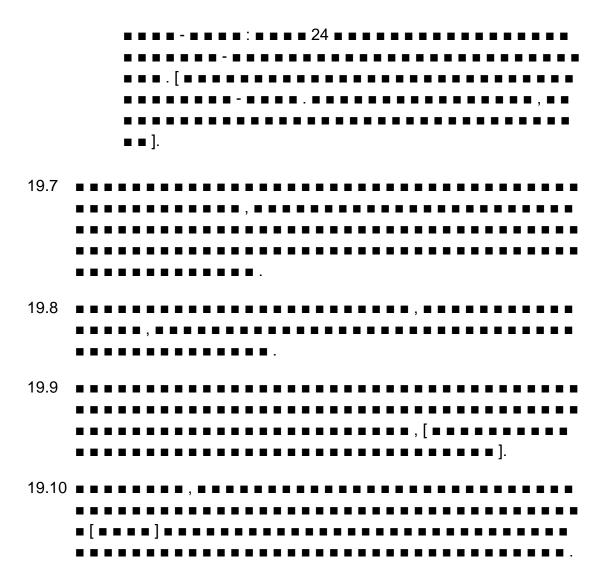
### 16. Interruption to Services

16.1 16.2

### 17. Limitation of liability

		••••••••••••••••••••••••••••••••••••••									
	17.3										
		17.3.1 indirect or consequential loss; or									
		17.3.2									
	17.4										
18.	Indemnity										
		:									
	18.1										
	18.2	your breach of this agreement;									
	18.3	your failure to comply with any law;									
	18.4	••••									
19.	Mis	cellaneous matters									
	19.1	•••••									

19.2	
19.3	
	19.3.1
	19.3.2
	19.3.3
	19.3.4 issue a claim in any court.
19.4	
19.5	
19.6	
	It shall be deemed to have been delivered:
	:: 72;



# **Explanatory notes:**

Website terms & conditions template: membership based services

## Paragraph specific notes:

Notes numbering refers to paragraph numbers.

4	1100	~ I
	11611	
1.		nitions

3 1 3	, 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 ••••••••••••••••••••••••••••••••••									
By all means use the find and replace function in your word processor to change them, either to other general adjectives, or to •••••••••••••••••••••••••••••••••									
We use	you might decide to change to								
"Services"	"Exact Match Service"								
"Our Website"	"The Find The One Website"/:■■■■■■"								
But if you do change the defined word, <b>make sure it applies to every use</b>									
	n a word or phrase is defined, the defined meaning, ence over the								
You should first decide on the contents of the document, then return to check what definitions are needed and whether they really									
• • • • • • • • • • • • • • • • • • • •									
'membership'. You may w	ment, we refer to non-defined terms such as vish to change such words to suit your business. For e 'membership' ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■								
Our contract									

#### 2.

Technically, you are both selling services and granting a licence for use of 

	It is important to make clear when the contract comes into effect. Without specifying, the advertisement of services on your • • • • • • • • • • • • • • • • • • •								
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								
5.	Prices								
	If you sell only in Australia, some of these provisions may be $\blacksquare$								
6.	Renewal payments								
	We have provided for the automatic renewal of the service provision. That provision is void in law. 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) warning that the subscription will								
7.	Security of your credit card								
	This paragraph is more for information than contractual commitment. We have included it here because many users								

8.	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								
	Running a business and a website where the public may interact leaves you wide open to abuse. No matter what you put in this paragraph, there is no certainty that you may not be the subject of some sort of attack								
	Of course, anyone who wishes to •••••••••••••••••••••••••••••••••••								
	We suggest that you edit this paragraph in line with the perceived extent of								
9.	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.								
10.	How we handle your Content								

It is a question of
••••
This particular paragraph covers a sensitive issue. You should edit to suit the way you operate
Removal of offensive Content
This paragraph is targeted at anyone who is aggrieved by your site content.  He may or may not be one
,
Security of Our Website
There is an intentional overlap here with the paragraph on
Disclaimers
Disclaimers are not always binding. The law is complicated and much ■ ■ ■
■.
Duration and termination
It is after termination that conflicts

12.

13.

14.

15.

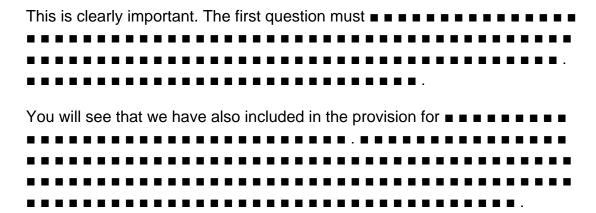
Storage of data

This provision absolves you from any obligation to retain messages or ■ ■ ■
,

#### 16. Interruption to Services

We suggest you leave these provisions in place.

#### 17. Limitation of liability



#### 18. Indemnity

We suggest no edits.

#### 19. Miscellaneous matters

 ••	 ■ ■ , ■		 	 	ı . <b>= =</b>	 	• • •	
		• • • •					,	
	 		 	 		 		 l

### **End of notes**