CA-TCmkt06

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

Terms and Conditions applicable to a buyer of ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■ ■ ■ ■ ■]

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 Website”	means any website of ours, and includes all ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
“User”	means any person other than you who uses the [Our name] Club ■ .
"you” “yours” etc,	means you, the party to this agreement.

2. Our contract

2.1. [Our name] is neither a buyer nor provider of Services offered for sale. We are ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

2.8. We provide a market place for the supply of Services. We ■ ■ ■

3.5. 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 [redacted] [15] [redacted] .

3.6. Other than the limitation set out above [Our name] Membership is [redacted] - [redacted] - [redacted] .

3.7. We reserve the right to modify the [Our name] Club 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] Club after such modifications shall be deemed an acceptance by you to be bound [redacted] . [redacted] .

4. Your account and personal information

4.1. 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 [redacted] , [redacted] , [redacted] , [redacted] .

4.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible [redacted] .

4.3. You agree to notify us of any changes in your information immediately it occurs. If you do [redacted] , [redacted] .

5. The buying procedure

5.1. Unless it is clear to the contrary, you may assume that every sale is made [redacted] .

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5.2. Prices listed on Our Website by Providers are inclusive ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

5.3. Services may be offered for sale subject to any discount or promotion arranged between [■ ■ ■ ■ ■ ■ ■ ■] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

5.4. Subject to discounts and promotions, Services are offered for sale at a fixed price. GST/HST may be due ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

6.1. Card payments are not processed through pages controlled by us. [redacted].

6.2. If you have asked us to remember your credit card details in readiness for your next purchase [redacted], [redacted]. [redacted].

7. The [Our name] guarantee

7.1. To give you the utmost confidence [redacted] [[redacted]] [redacted], [redacted]:

7.2. If the Provider fails within a reasonable time, to supply a [redacted], [redacted], [redacted].

7.3. This guarantee is subject to the following conditions:

7.3.1 you must first follow [redacted];

7.3.2 the maximum payment is $ [250]. We will make the [redacted] [30] [redacted] [60] [redacted], [redacted];

7.3.3 the claim [redacted];

7.3.4 you must provide a street address to us [redacted]: [[redacted], [redacted], [redacted]];

7.3.5 you are limited to a lifetime maximum [redacted] [[redacted]] [redacted] [[redacted]] [redacted];

7.3.6 you must not [redacted].

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7.4. The guarantee set out in [redacted].

8. How we handle your Content

8.1. Our privacy policy is strong and precise. It [redacted] 2000 [redacted] [redacted].

8.2. If you Post Content to any public area of Our [redacted].

8.3. Even if access to your text is behind a user registration it [redacted].

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

8.5. We will use that licence only for commercial [redacted].

8.6. You agree to waive your right of [redacted] 1985 .

8.7. [You now irrevocably authorise us to publish [redacted].

8.8. Posting content of any sort does not change your [redacted].

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8.9. You understand that you are personally responsible for your breach of [redacted];

8.10. You accept all risk and [redacted].

8.11. Please notify us [redacted].

8.12. [We do not solicit ideas or text for improvement of our Service, but if you [redacted] [[redacted] / [redacted]] [redacted]].

9. 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 [redacted].

We do not undertake to moderate or check every item Posted, but we [redacted].

You agree that you will not use or [redacted]:

9.1. be unlawful, [redacted];

9.2. consist in [redacted];

9.3. be obscene, [redacted];

9.4. be sexually explicit or pornographic;

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9.5. be likely to deceive any person or be [redacted] ;

9.6. use a Posting to solicit responses [redacted] ;

9.7. request or collect passwords or other personal [redacted] ;

9.8. be used to sell any goods or services or for any other commercial use not intended by [redacted] . [redacted] : [redacted] ;

9.9. include anything other than words (i.e. [redacted]) [redacted] ;

9.10. facilitate the provision [redacted] ;

9.11. link to [redacted] ;

9.12. use distribution lists that include [redacted] ;

9.13. send age-inappropriate [redacted] 18 .

10. Your Posting: restricted content

In connection with the restrictions set out [redacted] , [redacted] .

In addition to the [redacted] , [redacted] :

10.1. hyperlinks, [redacted] ;

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10.2. keywords or words [redacted] ;

10.3. the name, [redacted] ;

10.4. inaccurate, false, or misleading information.

11. Removal of offensive Content

11.1. For the avoidance of doubt, [redacted] .

11.2. We are under no obligation to monitor or record the activity of any User of Our [redacted] , [redacted] - [redacted] . [redacted] , [redacted] .

11.3. If you are [redacted] , [redacted] :

11.4. Your claim or complaint must be submitted to us in the form [redacted] , [redacted] . [redacted] .

11.4.1 we shall remove [redacted] ;

11.4.2 after we receive notice of [redacted] , [redacted] ;

11.4.3 we may re-[redacted] .

11.5. In respect of any complaint made by you or any person on your behalf, [redacted] , [redacted] , [redacted] .

11.6. You now agree that if any complaint is made [redacted] , [redacted] .

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12. Security of Our Website

If you violate [redacted].

You now agree that [redacted]:

12.1. modify, copy, or cause damage [redacted].

12.2. link to Our Website in any way that would cause the appearance [redacted];

12.3. download any part [redacted];

12.4. collect or use [redacted];

12.5. collect or use any information obtained [redacted];

12.6. aggregate, copy or duplicate in any manner any of the [redacted];

12.7. share with a [redacted];

12.8. [redacted]:

12.8.1 [redacted].

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[redacted].

12.8.2 [redacted].

13. Storage of Data

13.1. [redacted], [redacted].

13.2. [redacted], [redacted], [redacted] ([redacted]) [redacted], [redacted], [redacted], [redacted] ([redacted]) [redacted], [redacted]. [redacted] ([redacted]) [redacted] ([redacted]) [redacted] ([redacted]).

14. Termination

14.1. [redacted] [[redacted]] [redacted].

14.2. [redacted], [redacted], [redacted]. [redacted], [redacted]. [redacted] [[redacted]] [redacted].

14.3. [redacted], [redacted], [redacted].

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14.4. [redacted].

14.5. [redacted]:

14.5.1 [redacted];

14.5.2 [redacted];

14.6. [redacted].

14.7. [redacted].

15. Copyright and other intellectual property rights

15.1. [redacted].

15.2. [redacted].

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16. Interruption to the [Our name] service

16.1. [redacted].

16.2. [redacted], [redacted], [redacted]. [redacted].

16.3. [redacted].

16.4. [redacted], [redacted][redacted].

17. Indemnity

[redacted], [redacted], [redacted]:

17.1. [redacted][redacted];

17.2. [redacted];

17.3. [redacted], [redacted][redacted], [redacted];

17.4. your failure to comply with any law;

17.5. [redacted][redacted][redacted].

18. Disclaimers about the [Our name] Club

18.1. [redacted][redacted].

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18.2. [redacted]

18.3. [redacted]

18.4. [redacted]

18.5. [redacted]

18.6. [redacted]

18.7. [redacted]

18.7.1 of satisfactory quality;

18.7.2 fit for a particular purpose;

18.7.3 [redacted]

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19. Disclaimers about the Service

19.1. [redacted].

19.2. [redacted], [redacted], [redacted].

19.3. [redacted], [redacted]:

19.3.1 [redacted];

19.3.2 the Provider performing his contract.

19.4. [redacted], [redacted].

19.5. [redacted], [redacted].

19.6. [redacted], [redacted].

20. Miscellaneous matters

20.1. [redacted], [redacted], [redacted], [redacted], [redacted]. [redacted], [redacted]

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[redacted].

20.2. [redacted]:

20.2.1 [redacted]; [redacted].

20.2.2 [redacted];

20.2.3 [redacted]; [redacted];

20.2.4 issue a claim in any court.

20.3. [redacted].

20.4. [redacted]; [redacted].

20.5. [redacted]; [redacted]. [redacted]-[redacted]. [redacted]. [redacted].

20.6. [redacted]-[redacted].

It shall be deemed to have been delivered:

[redacted]: [redacted];

[redacted]: [redacted] 72 [redacted];

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[redacted] - [redacted] [redacted] - [redacted] : [redacted] 24 [redacted] - [redacted] [redacted]. [redacted] - [redacted]. [redacted], [redacted].

20.7. [redacted], [redacted].

20.8. [redacted], [redacted], [redacted].

20.9. [redacted], [redacted].

20.10. [redacted], [redacted].

20.11. [redacted], [redacted] [redacted] [redacted].

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Explanatory notes:

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

Paragraph specific notes:

Notes numbering refers to 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 services or services. It, therefore, helps you to obtain their ■■■

your counter-party accepts or acquiesces, he cannot later complain if he has continued to enjoy ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■

■ ■ ■

[redacted]

12. Security of Our Website

There is an intentional overlap here with the paragraph on [redacted].

13. Storage of data

This provision absolves you from any obligation to retain [redacted].

14. Termination

It is at and after termination that [redacted].

15. Copyright and other intellectual property rights

We have no comment

16. Interruption to the service

This may [redacted].

17. Indemnity

We suggest no edits.

18. Disclaimers about the [Our name] Club

Disclaimers are not always binding. The law is [redacted].

19. Disclaimers about the Service

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We advise you [redacted], [redacted].

20. Miscellaneous matters

Unless you have a good [redacted], [redacted]. [redacted].

End of notes

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