

CA-TCsga09

Website terms and conditions template: retail of hardware and licensed software

Terms and Conditions

These terms and conditions are the contract between you and [Our Name] ("us", "we", etc). By visiting [REDACTED], [REDACTED].
[REDACTED].

I/ We are [your business name], a company incorporated in [country], company [REDACTED]
[REDACTED]. [REDACTED] [REDACTED].

GST/HST Registration Number: [number].

You are: Anyone who uses Our Website

Please read this agreement carefully and save it. If you do not agree with [REDACTED],
[REDACTED].

These are the agreed terms:

1. Definitions

"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, [REDACTED], [REDACTED], [REDACTED]. [REDACTED]. [REDACTED].
"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED]. [REDACTED]. [REDACTED].
"Our Website"	means any website of ours, and includes all [REDACTED]. [REDACTED].
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, [REDACTED] " [REDACTED] " [REDACTED] " [REDACTED]" [REDACTED] [REDACTED];
"Product"	means any product sold or offered for sale [REDACTED]

“Software” means the software you will use in association with the Product. It includes all software owned by us, regardless of the source from which [REDACTED]
 [REDACTED], [REDACTED]
 [REDACTED].

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. every term in this agreement applies both to the Product and to any Software, [REDACTED].
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation [REDACTED]
 [REDACTED].
- 2.3. in the context of permission, “may not” in connection with an [REDACTED]
 [REDACTED], [REDACTED] “[REDACTED]”.
- 2.4. the headings to the paragraphs and schedules (if any) to this agreement are inserted [REDACTED]
 [REDACTED].
- 2.5. any agreement by either party not to do or omit to do something includes an obligation not to allow some [REDACTED]
 [REDACTED];
- 2.6. **[except where stated otherwise]**, any obligation of any person arising from this [REDACTED]
 [REDACTED];
- 2.7. a reference to an act or regulation includes new law of substantially the same [REDACTED].
- 2.8. these terms and conditions apply to all supplies of Products by us. They [REDACTED].
- 2.9. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or [REDACTED]
 [REDACTED], [REDACTED]
 [REDACTED].

- 3.11. The price of a Product may be changed by us at any time. We will never change a price so as to affect [REDACTED].
- 3.12. If you make any payment for Products in the future, you will do so under [REDACTED].
- 3.13. We do not sell Products in all countries. We may refuse to deliver a Product if [REDACTED].

4. The price and payment

- 4.1. The prices payable for Products are clearly set [REDACTED].
- 4.2. [Unfortunately, we cannot guarantee that every Product advertised on Our Website is available. If at any time a Product [REDACTED], [REDACTED].]
- 4.3. The price charged for any Product may differ from one country to another. You may not be entitled to [REDACTED].
- 4.4. Prices are inclusive of any applicable GST/[REDACTED].
- 4.5. Price of Software is included in the [REDACTED].
- 4.6. If, by mistake, we have under-priced a Product, we will not be liable to supply that Product to you at the [REDACTED], [REDACTED].
- 4.7. The price of the Product does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which [REDACTED].
- 4.8. If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no [REDACTED] [15] [REDACTED].

7. Liability of subsequent defects

- 7.1. Please examine the Product received from us immediately you receive them. If [REDACTED]
[REDACTED] [30] [REDACTED]
[REDACTED], [REDACTED]
- 7.2. The procedure [REDACTED]
[REDACTED]:
 - 7.2.1 the Product must be returned to us as [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED].
 - 7.2.2 before you return the Product to us, please carefully re-[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED], [REDACTED] [REDACTED]
[REDACTED], [REDACTED] / [REDACTED]
[REDACTED].
 - 7.2.3 please follow the returns procedure [provided on Our Website /
[set out on the](#) [REDACTED]
[REDACTED] / [REDACTED]
[REDACTED]
[REDACTED] .]
- 7.3. We will [REDACTED]
[REDACTED]:
 - 7.3.1 we receive [REDACTED]
[REDACTED].
 - 7.3.2 you comply with our returns [REDACTED]
[REDACTED].
 - 7.3.3 you tell us clearly what is the fault you [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 7.4. If any [REDACTED], [REDACTED]:
 - 7.4.1 repair or replace the Product, or
 - 7.4.2 refund the full cost [REDACTED]
[REDACTED].

11.3. the name, ██████████
████████.

11.4. inaccurate, false, or misleading information.

12. How we handle your Content

- 12.1. Our privacy policy is strong and precise. It ██████████
████████ 2000 █████
████████ [█████████].
- 12.2. If you Post Content to any public area of Our ██████████
████████ █████████ ██████████
████████ █████████ ██████████
██████.
- 12.3. Even if access to your text is behind a user registration it ██████████
████████ █████████ ██████████
████████ , █████████ ██████████
████████ .
- 12.4. We need the freedom to be able to publicise our Services and your
own use of them. You therefore now irrevocably grant ██████████
██████████, ███████, ███████, ███████, █████
██████████, ███████, ███████
██████. ██████████
██████████.
- 12.5. We will use that licence only for commercial ██████████
████████ █████████ ██████████
████████ .
- 12.6. You agree to waive of your right ██████████
████████ █████████ ██████████
██████████ 1985 █.
- 12.7. [\[You now irrevocably authorise us to publish ██████████, ██████████
██████████, ██████████ ██████████\].](#)
- 12.8. Posting content of any sort does not change your ██████████
████████ █████████ ██████████
████████ █████████ ██████████
██████.

- 12.9. You understand that you are personally responsible for your breach of
[REDACTED], [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 12.10. You accept all risk and [REDACTED]
[REDACTED].
- 12.11. Please notify us [REDACTED]
[REDACTED].
- 12.12. [We do not solicit ideas or text for improvement of our Service, but if [REDACTED],
[REDACTED],
[REDACTED],
[REDACTED] [REDACTED / [REDACTED]] [REDACTED].]

13. Removal of offensive Content

- 13.1. For the avoidance of doubt, [REDACTED]
[REDACTED]
[REDACTED].
- 13.2. We are under no obligation to monitor or record the activity of any customer for [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 13.3. If you are [REDACTED], [REDACTED]
[REDACTED]:
 - 13.3.1 Your claim or complaint must be submitted to us in the form [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
 - 13.3.2 we shall remove [REDACTED]
[REDACTED];
 - 13.3.3 after we receive notice of [REDACTED], [REDACTED]
[REDACTED]
[REDACTED];

-
.....
.....
- 16.3.
.....
.....

You agree that at all times you will:

- 16.4.
.....
.....
- 16.5.
.....;
- 16.6.
.....;
- 16.7.
.....
.....;
- 16.8.
.....
.....;
- 16.9.
.....,
- 16.9.1,
.....;
- 16.9.2
.....;
- 16.9.3
.....,
- 16.9.4
.....
- 16.10.
.....

17. Disclaimers and limitation of liability

- 17.1.** [REDACTED]
[REDACTED]
[REDACTED]
- 17.2.** [REDACTED], [REDACTED]
[REDACTED], [REDACTED]. [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED].
[REDACTED], [REDACTED].
- 17.3.** [REDACTED]
[REDACTED]:
 - 17.3.1** useful to you;
 - 17.3.2** of satisfactory quality;
 - 17.3.3** fit for a particular purpose;
 - 17.3.4** [REDACTED], [REDACTED], [REDACTED]
[REDACTED];
- 17.4.** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- 17.5.** [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED].
[REDACTED], [REDACTED]
[REDACTED].
- 17.6.** [REDACTED]
[REDACTED]:
 - 17.6.1** malfunction in any hardware of yours;
 - 17.6.2** [REDACTED]
[REDACTED]
[REDACTED];

- 17.6.3 the provision or failure to provide any firewall;
 - 17.6.4 [REDACTED]
[REDACTED];
 - 17.6.5 delivery of Content, material or any message;
 - 17.6.6 privacy of any transmission;
 - 17.6.7 [REDACTED]
[REDACTED]
[REDACTED];
 - 17.6.8 [REDACTED]
[REDACTED];
 - 17.7. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED] “ [REDACTED] ”
[REDACTED].
 - 17.8. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
 - 17.9. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED] 12 [REDACTED].
- OR*
- 17.10. [REDACTED], [REDACTED]
[REDACTED], [REDACTED] \$ [10 , 000]. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
 - 17.11. [REDACTED] ([REDACTED]
[REDACTED]
[REDACTED]) [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED], [REDACTED].
 - 17.12. [REDACTED]
[REDACTED], [REDACTED]

[]
[.]
[.]
17.13. [.
[.].

18. You indemnify us

[,
[:
18.1. [;
18.2. your breach of this agreement;
18.3. [, [,
[;
18.4. [;
18.5. [.
18.6. [.
[\$ [100
. 00].

19. Miscellaneous matters

19.1. [.
[, [- [.
[.
[.
19.2. [.
[, [.
[.
[.

-
.....
- 19.3.
....
..., ..., , ..., ,
..., ..., ,
....
....
..., ..., ,
....
....
- 19.4.
....
....
- 19.5.
..., ...:
- 19.6.
..., ..., ;
..., ..., ; ..., .
- 19.6.1
....;
- 19.6.2 issue a claim in any court.
- 19.7.
....
- 19.8.
..., ..., ,
....
....
- 19.9.
..., ..., , ..., ..., ,
....
....
....

19.10. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

It shall be deemed to have been delivered:

[REDACTED];
[REDACTED];
[REDACTED] 72 [REDACTED];
[REDACTED] - [REDACTED];
[REDACTED] - [REDACTED] : [REDACTED] 24 [REDACTED]
[REDACTED] - [REDACTED];
[REDACTED].

19.11. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

19.12. [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

19.13. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

19.14. [REDACTED], [REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED].

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, leave messages, and so on, the ██████████
██████. ██████████, ██████████
██████, ██████████, ██████████
████████████.

The paragraphs in this section have 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 ██████████, ██████████
████████████, ██████████
████████████, ██████████
████████████.

No matter what you put in these paragraphs, 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 suggest that you edit these paragraphs in ██████████
████████████.

11. Your Posting: restricted content

This paragraph continues in the vein of the previous one. As you ███████, ██████████
████████████, ██████████
█████.

12. 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 ██████████, ██████████
████████████, ██████████
████████████, ██████████
████. ██████████
████████████.

