

CA-TCsga10

**Website terms and conditions template: retailer of goods
part designed by site visitors**

Terms and conditions

You are: Anyone who uses Our Website

The terms and conditions:

1. Definitions

In this agreement:

"Intellectual Property" means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, designs, copyrights, ■■■■■, ■■■■■, ■■■■■ - ■■■■■, ■■■■■

- 2.8. these terms and conditions apply in any event to you as a buyer or prospective buyer of our Products and so far as [REDACTED], [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].

3. Our contract with you

- 3.1. This agreement contains the entire agreement between the parties and supersedes all [REDACTED].
- 3.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information [REDACTED].
- 3.3. If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do [REDACTED].
- 3.4. [Because we rely on our suppliers, we / We] do not guarantee [REDACTED].
- 3.5. We may change these terms from time to time. The terms that apply to you are those posted [REDACTED].
- 3.6. The price of Products may be changed by us at any time. We will never change a price so as to affect the [REDACTED].
- 3.7. If in future, you buy Products from us under any arrangement which does not involve your payment via Our Website; [REDACTED].

4. Our contract with you as a designer of your Created Work

5. Terms of your licence to us of your Created Work

- 5.3.2 perpetual and exclusive;
 - 5.3.3 for use throughout the World;
 - 5.3.4 for use or resale by us or any [REDACTED];
 - 5.3.5 fully assignable and sub-licensable;
 - 5.3.6 such that we may incorporate all or part of your [REDACTED]
[REDACTED].
- 5.4. We are under no obligation to recognise your author's rights or to [REDACTED]
[REDACTED].
- 5.5. We are under no obligation to [REDACTED].

6. Acceptance of your order

- 6.1. Your order is an offer to buy from us. Nothing that we do or say will amount to any acceptance of that offer until we actually dispatch the Products to you. [At [REDACTED], [REDACTED]
[REDACTED], [REDACTED]].

OR

- 6.2. Your order is an offer to buy from us. Nothing said or done by us is an acceptance of an order [REDACTED],
[REDACTED].

AND

- 6.3. At any time before the Products are despatched, we may decline to supply [REDACTED]

OR

- 6.4. Your order is an offer to buy from us. We shall accept your order by [e-mail confirmation]. That is when our contract is made. [Our [REDACTED]
[REDACTED], [REDACTED]].

- 6.5. If we do not have all of the Products you order in stock, we will [REDACTED]
[REDACTED].

- 6.5.1 accept the alternatives we offer;

6.5.2 cancel all or part of your order.

7. Price and payment

OR

- 7.4. Prices include GST/HST. If you show [REDACTED]
[REDACTED], [REDACTED]
[REDACTED] / [REDACTED].

7.5. [If the Product you order is available in [REDACTED],
[REDACTED]
[REDACTED].]

7.6. Bank charges by the receiving bank on payments to us
[REDACTED]
[REDACTED]
[REDACTED].

7.7. [Any information given by us
[REDACTED]
[REDACTED].]

7.8. If, by mistake, we have under-priced a Product,
[REDACTED]
[REDACTED],
[REDACTED].

7.9. The price of a Product does not include the delivery charge which will
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

8. Security of your [credit card]

9. Foreign taxes and duties

10. Risk and retention of title

[Delete this paragraph] .

OR

11.4. If any ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

11.4.1 repair or replace the Products, or

11.7. We make no representation or warranty for:

11.7.1 the quality of the Product;

11.7.3 the correspondence of the Product with any description;

11.10.2 delivery of Content, material or any message:

11.10.3 privacy of any transmission:

11.11. Our Website includes Content Posted by third parties. We are not responsible for such Content or for any action taken in reliance thereon. The term "Content" means any text, graphics, images, video, audio, software, music, sound, computer code, data base, information, messages, e-mail, or other communications or other materials posted, transmitted, displayed, or otherwise made available through the Website.

OR

11.14. Our total liability under this agreement, however it arises, shall not exceed \$[10 , 000].

11.16. If you become aware of any breach of any term of this [REDACTED]
[REDACTED], [REDACTED] [REDACTED]
[REDACTED]. [REDACTED] [REDACTED]
[REDACTED]

12. Your account with us

12.3. You agree to accept responsibility for all activities that occur under your account or [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

13. Restrictions on what you may Post to Our Website

- 15.5. [REDACTED]
[REDACTED]
[REDACTED] 1985 .
- 15.6. [REDACTED,]
[REDACTED,]
[REDACTED]]
- 15.7. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- 15.8. [REDACTED]
[REDACTED, , ,]
[REDACTED, , ,]
[REDACTED, ;]
- 15.9. [REDACTED]
[REDACTED]
[REDACTED].
- 15.10. [REDACTED]
[REDACTED].
- 15.11. [REDACTED]
[REDACTED,]
[REDACTED,]
[REDACTED]
[REDACTED] [] [REDACTED]

16. Removal of offensive Content

- 16.1. [REDACTED,]
[REDACTED]
[REDACTED].
- 16.2. [REDACTED]
[REDACTED,]
[REDACTED]
[REDACTED,]
[REDACTED]
[REDACTED].

- 16.3. [REDACTED], [REDACTED]
[REDACTED]:
- 16.3.1 [REDACTED]
[REDACTED]
, [REDACTED]
[REDACTED].
[REDACTED]
- 16.3.2 [REDACTED]
[REDACTED];
- 16.3.3 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED];
- 16.3.4 [REDACTED]
[REDACTED].
- 16.4. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED].
- 16.5. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

17. Security of Our Website

- [REDACTED]
[REDACTED].
- [REDACTED], [REDACTED]
[REDACTED]:
- 17.1. [REDACTED], [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 17.2. [REDACTED]
[REDACTED]
[REDACTED]

- [REDACTED];
- 17.3. [REDACTED], [REDACTED]
[REDACTED];
- 17.4. [REDACTED], [REDACTED], [REDACTED]
[REDACTED];
- 17.5. [REDACTED]
[REDACTED]
[REDACTED];
- 17.6. [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED];
[REDACTED];
- 17.7. [REDACTED]
[REDACTED];
- 17.8. [REDACTED], [REDACTED]
[REDACTED];
- 17.8.1 [REDACTED]
[REDACTED]
[REDACTED].
[REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED].
[REDACTED]
[REDACTED]
[REDACTED].
- 17.8.2 [REDACTED]
[REDACTED]
[REDACTED].

18. Indemnity

- [REDACTED], [REDACTED]
[REDACTED]:
- 18.1. [REDACTED]
[REDACTED];

18.2. your breach of this agreement;

19. Intellectual Property

20. Miscellaneous matters

It shall be deemed to have been delivered:

The paragraphs in this section have two purposes: the first is the obvious and named ██████████
███████████
███████████,
███████████
███████████
███████████.

No matter what you put in these paragraphs, there is no certainty that you may ██████████
███████████. ██████████, ██████████
███████████. ██████████, ██████████
███████████, ██████████, ██████████, ██████████.

Of course, ██████████
███████████.

We suggest that ██████████
███████████.

16. Your Posting: restricted content

This paragraph continues in the vein ██████████. ██████████
███████████, ██████████
███████████.

17. 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 ██████████
███████████
███████████
███████████
████. ██████████
███████████.

18. Removal of offensive Content

This paragraph is targeted at anyone who is aggrieved by your site content. He may or may not be one ██████████
███████████
███████████, ██████████, ██████████.

