IE-TCmkt06

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

Terms and Conditions applicable to a buyer of Services using [Our name]

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 name] is a trade name of [company name], [registered number incorporated in Ireland], $\blacksquare \blacksquare \blacksquare$
Under 18 years? Sorry, but we deal only with people who are legally able to enter into a binding contract.
Please read this agreement carefully and save it. If you do not agree with it, you should leave

1. Definitions

"Content"	means the textual, visual or audio content that is encountered as part of your experience on Our Website. It may include, among other things: text,
"[Our name]"	means us. It also means the membership marketplace we
"[Our name] Club" or "[••••	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, details and/or other material on Our Website,
	;
"Service"	means all of the services offered for sale through Our Website by

"Provider"		means a person who offers a Service for •••••••••••••••••••••••••••••••••••		
"Our \	Website"	means any website of ours, and includes all		
"Regu	ılations"	means the European Union (Consumer Information, Cancellation and		
"User"		means any person other than you who uses the [Our name] Club		
"you"	"yours" etc,	means you, the party to this agreement.		
Our	contract			
2.1.	[Our name] is neither a buyer nor provider of Services offered for sale. We are			
2.2.	[Our name] is a marketplace. We are agents of a Provider only to the extent of use of Our Website as a platform ••••••••••••••••••••••••••••••••••••			
	••.			
2.3.	.3. We welcome any comment or complaint about a Provider, which you make through Our Website. We may act upon a complaint in our discretion,			
]			
2.4.	We are not responsible for supply of any Service you order or for the cancellation and refund procedure			
2.5	We are not re-	ananaihla ta yay furthar than ta taka yayr manay — — —		
2.5.	We are not responsible to you further than to take your money ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■			
you and us. By buying [Our name] Member		and conditions regulate the business relationship between by buying [Our name] Membership or using Our		
	••••	,		
2.7.	Purchase of [Our name] Membership entitles you to receive from us code which will entitle you to a discount of [15%] for Services			

	purcha	sed from any Provider. Note that [Our name] Membership does	
2.8.	We pro	ovide a market place for the supply of Services. We	
	2.8.1	your locating and ordering a Service;	
	2.8.2	your choice of a Service;	
	2.8.3	any aspect of the provision of the Service;	
	2.8.4	refund payment for any Service;	
	2.8.5	any complaint about any Service.	
2.9.	•	dispute with a Provider, you should deal only with the Provider.	
2.10.	We may change this agreement in any way at any time. The version applicable to your contract is the version which was •••••••••••••••••••••••••••••••••••		
[Oui	nam	e] Membership	
3.1.	Details out on	of the cost and benefits of [Our name] Membership are as set	
3.2.	of time you a r Membe	ent for a [Our name] Membership is for [one year / a fixed period]. At least [four] weeks before expiry of that period we shall send message to your last known email address to tell you that your ership • • • • • • • • • • • • • • • • • • •	
3.3.	Our na Howev	egulations give you 14 days within which you may cancel your ame] Membership and ask for a full refund of your money. er, our [members / customers / subscribers] want to use [Our Membership immediately.	

3.4.	So if you wish to subscribe, you must first instruct us to allow you to use [Our name] Membership immediately, knowing that ••••••••••••••••••••••••••••••••••
	•••.
3.5.	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 [
3.6.	At any time before expiry of your [Our name] Membership, you may use the "My Account" tab on Our Website to
3.7.	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
3.8.	Subject to last previous sub-paragraph, you may cancel membership within 14 days after the day we confirm the renewal of your [Our name] Membership. If you do
3.9.	Other than the limitation set out above [Our name] Membership is $\blacksquare \blacksquare \blacksquare$
3.10.	Apart from your cancellation right, termination of [Our name] Membership will be regulated • • • • • • • • • • • • • • • • • • •
3.11.	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

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
4.2.	You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible ■ ■ ■ ■ ■ ■ ■ ■
4.3.	You agree to notify us of any changes in your information immediately it occurs. If you do • • • • • • • • • • • • • • • • • •
The	buying procedure
5.1.	Unless it is clear to the contrary, you may assume that every sale is made = = = = = = = = = = = = = = = = = = =
<i>-</i> 0	Driese listed on Over Wahaita har Dravidera are inclusive
5.2.	Prices listed on Our Website by Providers are inclusive I I I I I I I I I I I I I I I I I I
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. VAT may be due
5.5.	Services will be provided at the times and places specified in the website or
5.6.	Once you have made order to purchase a Service through Our Website, the price *** *** *** *** *** *** *** *** ***
5.7.	Neither we nor the Provider can be responsible for action ■ ■ ■ ■ ■ ■

	5.8.	You are required to pay
	5.9.	Every sale will be subject to the laws applicable
	5.10.	For security purposes (yours and ours)
	5.11.	To make future use of Our Website easier and faster for you, we will retain the personal and delivery information you give to us.
6.	Sec	urity of your [credit card]
	We ta	ake care • • • • • • • • • • • • • • • • • • •
	6.1.	Card payments are not processed through pages controlled by us.
	6.2.	If you have asked us to remember your credit card details in readiness for your next purchase

7. The [Our name] guarantee

7.1.	To give	e you the utmost confidence [] .
	:	,
7.2.		Provider fails within a reasonable time, to supply a ■ ■ ■ ■ ■ ■ ■
7.3.	This g	uarantee is subject to the following conditions:
	7.3.1	you must first follow ;
	7.3.2	the maximum payment is € [250]. We will ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	7.3.3	the claim = = = = = = = = = = = = = = = = = = =
	7.3.4	you must provide a street address to us in •••••: [•
		, = = = , = = = = = = = = =];
	7.3.5	you are limited to a lifetime maximum • • • • [• • • •] • • •
];
	7.3.6	you must not • • • • • • • • • • • • • • • • • • •
7.4.		uarantee set out in

8. Cancellation and refunds: Service terms

of the procedures							
statement of your	•					•	
This paragraph is	not contr	actually _l	part of thi	s agreeme	ent. Thes	e are	

8.1.	You may cancel this contract within 14 days = = = = = = = = = = = = = = = = = = =
8.2.	If you want the Provider to start work before 14 days has passed, ■ ■ ■
8.3.	If you did instruct the Provider to start work immediately, you may still cancel
8.4.	In any of the 14 • • • .
Hov	v we handle your Content
Hov 9.1.	Our privacy policy is strong and precise. • • • • • • • • • • • • • • • • • • •
	Our privacy policy is strong and precise.
9.1.	Our privacy policy is strong and precise. 2018 [] [] [] [] [] [] [] [] [] [
9.1.	Our privacy policy is strong and precise. 2018 2018 [] If you Post Content to any public area of Our 2018 2018 2018 2018 2018 2018 2018 2018

		••.
	9.6.	You understand that you are personally responsible for your breach of
		;
	9.7.	You accept all risk and
	9.8.	Please notify us ••••••.
10.	Res	trictions on what you may Post to Our Website
		nvite you to Post Content to Our Website in several ways and for different oses. We
	•••	
	We d	o not undertake to moderate or check every item Posted, but we ■ ■ ■ ■
	•••	,
	You a	agree that you will not use or
	•••	:
	10.1.	be unlawful, •••••;
	10.2.	consist in = = = = = = , = = = = = = = = ;
	10.3.	be obscene, ••••, ••••, ••••, ••••;
	10.4.	be sexually explicit or pornographic;
	10.5.	be likely to deceive any person or be

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

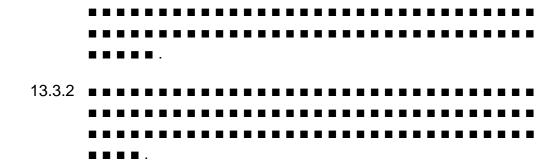
	10.6.	use a Posting to solicit responses • • • • • • • • • • • • • • • • • •
	10.7.	request or collect passwords or other personal • • • • • • • • • • • • • • • • • • •
	10.8.	be used to sell any goods or services or for any other commercial use not intended by ••••• •••• ••••• ••••••••••••••••••
	10.9.	include anything other than words (i.e.
	10.10	facilitate the provision ••••••••••••••••••••••••••••••••••••
	10.11	. link to = = = = = = = = = = = = = = = = = ;
	10.12	use distribution lists that include = = = = = = = = = = = = = = = = = = =
	10.13	send age-inappropriate
11.	You	r Posting: restricted content
	•••	nnection with the restrictions set out
	11.1.	In addition to the
	11.2.	hyperlinks, ••••••;
	11.3.	keywords or words • • • • , • • • • • • • • • • • • • •

		,
11.5.	inaccur	ate, false, or misleading information.
Rem	oval o	of offensive Content
12.1.		avoidance of doubt,
12.2.	of Our i	under no obligation to monitor or record the activity of any User
		,
12.3.	If you a ■ ■ :	re = = = = = = = = = = = = , = = = = = =
	12.3.1	your claim or complaint must be submitted to us in the form
		••••
	12.3.2	we shall remove • • • • • • • • • • • • • • • • • • •
	12.3.3	after we receive notice of
	1001	■ ■ ;
	12.3.4	we may re-
12.4.		ect of any complaint made by you or any person on your behalf,
		,
12.5.		w agree that if any complaint is made • • • • • • • • • • • • • • • • • • •

11.4. the name, ••••••••••••••

13. Security of Our Website

13.1.	-	iolate = = = = = = = = = = = = = = = = = = =
13.2.	You no	w agree that • • • • • • • • • , • • • • • • • • •
	13.2.1	modify, copy, or cause damage
	13.2.2	link to our site in any way that would cause the appearance
	13.2.3	download any part • • • • • • • • • • • • • • • • • • •
	13.2.4	collect or use \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare , \blacksquare \blacksquare \blacksquare , \blacksquare \blacksquare \blacksquare \blacksquare
	13.2.5	collect or use any information obtained \blacksquare
	13.2.6	aggregate, copy or duplicate in any manner any of the , , , , , , , , , , , , ,
	13.2.7	share with a •••••••••••••••••••••••••••••••••••
13.3.	•	the above = = = , = = = = = = = = = = = = = = =
	13.3.1	



14. Storage of Data

15. Termination

15.1.

15.2.

15.3.

	10.11				_ ,							_
			••••			• • • •						•
	15.5.	• • • • :	••••		• • • •		••••	•••		• • • •		
		15.5.1				•••	• • • •	. ■ ■ [:	••••		-]-	•
		15.5.2										
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	15.6.		••••									
]							[
	15.7	••••	••••									
	13.7.											
		■ [■■	••••									
			•••.									
16.	Сор	yright	and o	other	intell	ectua	al pro	opert	ty rig	hts		
	16.1.											

16.2.

	17.1.
	17.2.
	17.3.
	17.4.
18.	Indemnity
	18.1.
	18.2. ;
	18.3.
	18.4. your failure to comply with any law;
	18.5.
19.	Disclaimers about the [Our name] Club
	19.1.

17. Interruption to the [Our name] service

19.2.	• • • • •														
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19.3.								 							
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19.7.		-			•			-				-			
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	••••		I ■ :												
	19.7.1	of satis	sfactor	y qua	ality;	,									
	19.7.2	fit for a	partic	cular	purp	ose	;								
	19.7.3				••	■,		 		, ■ ■					
		= = .													

20.	Disclaimers	about	the	Service
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20.1.									
20.0		• • • • •							
20.2.		 					 		
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20.3.	••••							• • • •	•
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20.4.		 					 		•
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20.5.	••••								
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20.6.									
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	■.	 					 		_

21. Dispute resolution

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21.1.						•••••	
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21.2							
21.2.			(
24.2	_		•				
21.3.							
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21.4.						•••••	
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Misc	ellane	eous m	atters				
22.1.							
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22.1.					 , 			
22.2.	::::			 •••			 	
	22.2.1	••••	ι;					
	22.2.2	••••		 ■ ■ ;	■ ■ , ■	 	 	
22.3.	::::					 •••	 	

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22.4.	
22.5.	
22.6.	
	It shall be deemed to have been delivered:
	72 • • • • ; • • • • • • • • • • • • • • •
22.7.	
22.8.	
22.9.	

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22.10.		- 1			, ■			-				- 1	-		-	•			-	
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	_		 _				_			_	_									

Explanatory notes:

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

General notes

e notes	apply to most terms and conditions documents, but not all notes = = =
	It the European Union (Consumer Information, Cancellation and r ■ ■ ■ ■ 2013
	marketplace business, the Regulations are as confusing as ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
you a	operation of a market place website involves three contracts: between and the buyer; between you and the seller; and between the buyer and eller. To keep it simple, the first two are not subject to the
proba for his paym	have no formal contract, as in this document, with a buyer. But you ably have a contractual relationship in that you are providing your websites use. If and only if, he uses it, you will be paid by a seller. So your nent depends indirectly
•••	
activi	ever, you are also the agent of the seller. Your agency may cover several ties, or it may be limited to taking money or customer information. The lations do state clearly
	main provisions which affect your business are first, provision of nation relating to services and sellers;
Here	e is a short version:
a.	description of the main characteristics ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
b.	the total price of the services •••••;
C.	Your seller's identity, land address and ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
	About Other For a way ou a street of the second section of the sec

	e.	the telephone cost of communicating with the seller when it is not ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	f.	the existence of your customer's right to cancel the contract; and the conditions, time limit • • • • • • • • • • • • • • • • • • •
	g.	whether, if the customer exercises the right to cancel, he must pay money to ••••••;
	h. ■ ■ ■	the circumstances under which the customer loses the \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
	Next,	we will tell you about the ••••.
	may of cancer after instrument and p	buyer at any time chooses to purchase a service from your website, he cancel his order within 14 days without giving any reason. When he els the order, your seller must give him his money back within 14 days receiving the cancellation order. But there is a way out. If the customer acts your seller/supplier to start his work before the 14 day period expires provided he has warned the customer that he will lose his right to cancel, the
		■.
	set up down	se note: This document has been drawn on the assumption that you will be your website in such a way that the seller will complete a web form or load a page of his information. This should not be edited by you. If you at like it, tell him to change it. You should always make sure that it is
		"
		= = ".
2.	What	you need to do to comply with the
2.		• • ".

d.

Please note that the Act applies to all personal data which passes through your organisation in any way. The law refers to "processing". In plain English that means you do something positive with that data. Because marketplace involves the probability that personal data will flow between you and
involves the probability that personal data will flow between you and
For this terms and conditions document, you do not have to explain to customers that you comply with law - any more than you would
As a vastly reduced summary, the important areas of the •••••••••••••••••••••••••••••••••••
 you do not have a provision where you are assuming implied consent of customer to use his information ====================================
 if you allow a user to post information to your website, you may not process, edit or change that information without express consent, if such
Until now, you could simply ask for a tick to a box indicating that your customer or client has read your T&C. That is no longer good enough. You need
 The most important elements of data to consider are personal data and any data which you want to use - ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
You may find full list at:
https://www.dataprotection.ie/docs/GDPR-Overview/k/1623.htm
We have drawn this terms and conditions document on the assumption that you would make practical changes on your website and use an updated privacy notice. So as to allow you • • • • • • • • • • • • • • • • • • •

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
Remember too, that when a word or phrase is defined, the defined ■ ■ ■ ■
,
You should first decide on the contents of the document, then return to check
••••••
Our contract
The contractual relationship between you and a user of your website is important if you are
This paragraph is concerned with the basics of what each side is I I I I I I I I I I I I I I I I I I
Membership
These terms constitute a contractual relationship and impose an obligation upon you to comply with
Make sure at some point in your terms and conditions, you have to obtain the freely given instruction from
You have no obligation to explain the law of course, but without some explanation, you cannot satisfy the requirements of the Regulations that your prospective client, member or customer fully understands what he is doing. This paragraph has

4.	Your account and personal information
	Edit as required.
5.	The buying procedure
	This is the story of how your system works. It must be set down to match the
6.	Security of your credit card
	This short paragraph is intended primarily to re-assure your customer or client that you are careful with his
	For payment you may have various alternatives like I I I I I I I I I I I I I I I I I I
7.	The guarantee
	This provision is very much an option. You can take it on in a suitable form or you can — — — — — — — — — — — — — — — — — — —
8.	■ ■ . Cancellation and refunds: Service terms
0.	
	This information does not affect the contract between you and a buyer. Insofar as you are the sales agent of your sellers it is important that you provide
	information in case some
	As we have advised elsewhere, your business model should ■ ■ ■ ■ ■ ■
9.	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
Restrictions on what you may Post to Our Website
This and the following three 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
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 \blacksquare
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. We suggest that
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.

11.

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

	This paragraph is targeted at anyone who is aggrieved by your site content. He may or may not be one
13.	Security of Our Website
	There is an intentional overlap here with the paragraph on
14.	Storage of data
	This provision absolves you from any obligation to retain messages or ■ ■ ■
15.	Termination
	It is at and after termination that
16.	Copyright and other intellectual property rights
	We have no comment
17.	Interruption to the service
	This may •••••••••••••••••••••••••••••••••••
18.	Indemnity
	We suggest no edits.
19.	Disclaimers about the [Our name] Club

Removal of offensive Content

	Disclaimers are not always binding. The law is • • • • • • • • • • • • • • • • • •
20.	Disclaimers about the Service
	We advise you
21.	Dispute resolution
	This paragraph sets out standard terms as required • • • • • • • • • • • • • • • • • • •
	:
	The new law is directed at those • • • • • • • • • • • • • • • • • • •
	1000
	The purpose of mediation (the most common form of ADR) is to settle a dispute. In practice it should
	Mediation costs money.
	There seems to be some confusion in the EU regulations as to •••••••••••••••••••••••••••••••••••
	2010.
	As a result of that act, arbitration entails very similar procedures to those in ■

The new regulations require that if you know of a mediator, you should
From here = = = = = = = = = = = = = = = = = =
The law requires that when your internal complaint handling procedure is exhausted then you
21.4: in the unlikely event that your business • • • • • • • • • • • • • • • • • •
However, as you run an online marketplace business the law requires you to provide a link to online alternative dispute resolution platform which is at http://ec.europa.eu/consumers/odr/
You may find more details at:
http://www.irishstatutebook.ie/eli/2015/si/500/made/en/print https://www.eccireland.ie/
Do not • • • • • • 21 . • • • • • • • • • • • • • • • • • •
Miscellaneous matters

End of notes