## Website disclaimer for an online retailer

The following are the terms of the agreement

Between [NAME OF COMPANY ] (" ")

**And** the buyer ("Buyer")

Through the Company's Website ( "")

If you do not agree to these terms, you will not be able to purchase

:

#### 1. Disclaimer

The service, content, goods and services from or through the service are provided "as-is," "as available," and all warranties, express or implied, are disclaimed (

).

#### 2. Entire agreement

- 2.1. The instant Contract constitutes the entire and only agreement between the Company and Buyer, and supersedes any and all prior or contemporaneous agreements, representations, warranties, and
- 2.2. Buyer agrees to review this Contract prior to purchasing anything and purchase of a good or

#### 3. Buyer's representations

- 3.1. Buyer represents and warrants that the credit card information supplied is
- 3.2. charges incurred by the Buyer will be honoured by the
- 3.3. Buyer shall pay charges incurred by Buyer at the amounts in
- 3.4. Buyer shall be responsible for all charges incurred

,

3.5. Buyer agrees to keep his or her password confidential [24] 3.6. Company does not **Ownership of content** 4. The content, compilation, and other matters related to the Site are protected under applicable 5. **Modification of contract** 5.1. Company reserves the right in its sole discretion to 5.2. Consequent to above, the Company may modify this Contract, 5.3. Modification of this Contract will have prospective 6. Sale subject to availability and company discretion 6.1. Sale of 6.2. Company reserves the right

#### 7. Buyer indemnifies

Buyer agrees to indemnify, defend and hold the Company

8. Limitation of liability

- 8.1. The goods and services on
- 8.2. Company is not liable for any indirect, special, incidental,

, ( ), ;

8.3. The maximum liability of Company, for

8.4. The limitations of damages set forth

### 9. Refund policy

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9.1.

, [ ] ,

[Full address];

9.2. , ( ).

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## 11. Governing law

11.1.

11.2.

## 12. Headings and language

## 13. Severability

13.1.

13.2.

13.3.

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# 14. Acknowledgment

14.1.

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, "
, "
, "

u "

14.2. " "

# **Explanatory notes:**

#### Website disclaimer for an online retailer

### **General notes:**

1.	This document is drawn so far as possible to protect the site owner .
2.	Your Company's marketing decisions may dictate that the conditions shall not be too strict. You can therefore alter or delete some clauses which do not fit the
	. , , , , , , , , , , , , , , , , , , ,
3.	As per our design, those who do not agree to the terms are not allowed .
	•
4.	You cannot however, avoid or prevent a claim merely
5.	It is not necessary for your customer to be identified by name. However, you
	,
6.	There is a very definite need to define your
	;
7.	We have drawn the clause relating to Governing law
	, ,
8.	Our document is also based on one simple assumption – that you already have
	, / /

## **End of notes**