

IN-TCdwn05

Website terms and conditions template: downloaded products; includes full product licence agreement

Terms and Conditions for website use

These are the terms and conditions subject to which we allow you to use Our Website. By visiting or using Our Website, or signing up for our services, you agree to be

18

If you violate these terms we may terminate your use of Our Website, bar you from future use of Our Website, cancel

We are [merchant name], a company registered in [country] []].

Our address is [address]

GST Registration Number: [number]

You are: Anyone who uses Our Website

It is now agreed as follows:

1. Definitions

In this agreement, the following words shall have the following meanings,

:

“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,

“Contribution” means Content Posted by you.

“Intellectual Property” means intellectual property owned by us or by any third party, 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, patents, trade marks, unregistered marks, designs, copyrights, domain names,

“Our Website”	means the entire computing hardware and software installation that is or supports Our Web
"Post"	means place on or into Our Website any Content or material
“Licence”	means a licence granted by us to you in the terms of this
“Licensed Product”	means any product, material or thing offered for licence by us on Our Website, whether or not bought by you. A reference to “Product” shall be a reference
“Service”	means any service we sell from time to time, whether or

2. Interpretation

In this agreement the following meanings apply unless

:

- 2.1 a reference to a person includes a human individual, a corporate entity and any organisation
- 2.2 a reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a
- 2.3 in the context of permission, “may not” in connection with an
- 2.4 the headings to the paragraphs and schedules (if any) to this agreement are inserted

- 2.5 any agreement by any party not to do or omit to do something includes an obligation not to allow some ;
- 2.6 a reference to an act or regulation includes new law of substantially the same .
- 2.7 all money sums mentioned in this agreement are calculated net of GST, which .
- 2.8 these terms and conditions apply to all supplies of Licensed Products by us. .
- 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 ,

3. Basis of Contract

- 3.1 If you use Our Website in any way on behalf of another person you warrant that you have full authority to do so .
- 3.2 When you buy a Licensed Product, you are in fact buying a licence to use that Product. The terms of use vary from one Product to another and are contained in our "Product Licence Terms".
- 3.3 In entering into this contract you have not relied on any representation or .
- 3.4 [Unfortunately, we cannot guarantee that every Product advertised on Our Website is available. If at any time a Product ,] .
- 3.5 You acknowledge that you are satisfied that the Product you have selected ;
- 3.6 There is no contract between us for any free Service, so you do not become a client by using any free Service and we are not

- 3.7 The price of any Product or Service may be changed by us at any time. We will never change a price so as to affect
- 3.8 Services will be delivered by your free download, by e-mail or
- 3.9 You agree that you are bound by these terms (or the latest version of them) for all future contracts with
- 3.10 You now agree that you commit a breach of this contract if you seek repayment of money paid to us by asking your credit card provider to credit back a payment made to us, without attempting to seek repayment from us first. In that event, you agree that you will owe us first the sum charged to us by our [10000]
- 3.11 The Contract between us comes into existence :
- 3.11.1 when we write to you to confirm that your ;
- 3.11.2 when you download the Product you have bought.
- 3.12 We may change this agreement and / or the way we provide a Product, :
- 3.12.1 the change will take effect when we Post it on Our Website. You are advised
- 3.12.2 if you make any payment for Products or Services in the future, you will do so under

4. Our charges for Services

- 4.1 Charges for Services are fixed whenever reasonably possible.
- 4.2 When we cannot provide a firm price, we will charge by the hour. In that case all work done, including all letters, e-mails, faxes and telephone calls made

- 4.3 Estimates of money will be provided
- 4.4 You can find our hourly charging rate, time travel rate and motor mileage rate on Our Website. Other
- 4.5 Our Services require payment in advance

Note: you can keep our charges low by providing

5. Content you Contribute or Post to Our Website

You agree that you will not use or allow anyone else to use Our Website :

- 5.1 be information which could promote or ;
- 5.2 be malicious or defamatory;
- 5.3 consist in commercial audio, video ;
- 5.4 assist in or promote: emulators, hacking, , ;
- 5.5 be illegal, obscene, offensive, ;
- 5.6 be sexually explicit or pornographic;
- 5.7 promote discrimination or animosity to any person on grounds of gender, race, religion, , , ;
- 5.8 be likely to harass, intimidate, bully, upset, embarrass, , ;
- 5.9 be likely to deceive any person or be used to impersonate any person, or to misrepresent , ;
- 5.10 give the impression that it emanates from us or that you are connected with us or ;

- 5.11 solicit passwords or personal information from anyone;
- 5.12 be used to sell any goods or services or
;
- 5.13 be used to send any communication by
;
- 5.14 include anything other than words (i.e. you will not include any symbols or photographs) except for a
;
- 5.15 be incomplete or inaccurate or submitted otherwise than
;
- 5.16 request personal information from other users nor Post any unnecessary personal information about
;
- 5.17 link to any of the material specified above, .

6. Other restrictions

You agree that you will not use or allow anyone
:

- 6.1 to sell or promote any product or service
;
- 6.2 in a way which violates the law of any country in which we operate, or
;
- 6.3 for spamming. Spamming includes, but
:
 - 6.3.1 the bulk sending of unsolicited messages, or the sending of unsolicited
;
 - 6.3.2 the use of distribution lists that
;
 - 6.3.3 excessive and -
;
 - 6.3.4 sending age-inappropriate

18 .

7. About Contributions Posted by you

You now confirm that:

- 7.1 we may, at our discretion, read, assess,
,
- 7.2 you own all of the Contributions you Post;
- 7.3 you understand that you are personally responsible for your breach of
, , ,
;
- 7.4 you will immediately notify
- 7.5 you accept all risk and
- 7.6 you irrevocably grant to us the right and licence to edit, copy, publish,
distribute, translate
,
- 7.7 you agree to waive your right to be identified as
1957
57 .
- 7.8 [\[you now irrevocably authorise us to publish](#) ,
].
- 7.9 you now irrevocably release us from any right or
,

8. Removal of offensive Content

8.1 For the avoidance of doubt,

8.2 We are under no obligation to monitor or record the activity of any customer for

8.3 If you are

8.3.1 Your claim or complaint must be submitted to us in the form

8.3.2 we shall remove

8.3.3 after we receive notice of

8.3.4 we may re-

8.4 In respect of any complaint made by you or any person on your behalf,

8.5 You now agree that if any complaint is made

9. Security of Our Website

We may, at our discretion or as part of a paid Service, give you permission to access Our Website for

If you violate Our Website or use it unlawfully or immorally, we will take the strongest action against you

1990 .

You now agree that

9.1 modify, copy, or cause damage

9.2 link to our site in any way that would cause the appearance

9.3 download any part

9.4 collect or use

9.5 collect or use any information obtained

9.6 aggregate, copy or duplicate in any manner any of the

9.7 for any purpose use our name, any proprietary information (including images, , ,)

9.8 use Our Website to hack

9.9 make available or upload files that contain software or other material,

9.10 make available, upload or distribute by any means any material

9.11 upload or republish any

9.12 hide or remove

9.13 share with a

9.14 use on Our Website software which assists in:

9.14.1 data mining, extraction or collection;

9.14.2 emulating, phreaking, hacking,

9.14.3 "framing", inserting

9.14.4 performing any automated operation;

9.15 Despite the above

9.15.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific

9.15.2 you may copy the text of any

10. Interruption to our service

10.1 If it is necessary for us to interrupt our Service,

10.2 You acknowledge that our

10.3 You agree that we are not liable

11. Intellectual Property

11.1 We will

11.2 Except as provided in our Product Licence Terms, you may not copy, modify, publish,

11.3 You may not use our name or logos

11.4 You agree that at all times you will:

11.4.1 not to cause or permit

;

11.4.2 notify us

;

11.4.3 indemnify us for any

;

11.4.4 not use any name or mark

12. Disclaimers and limitation of liability

- 12.1 The law differs from one .
- 12.2 All implied conditions,
- 12.3 Our Website includes Content Posted by third parties. We are not responsible
“ ”
- 12.4 You are advised that Content may include technical inaccuracies or typographical
- 12.5 We sell Products in good faith.
:
- 12.5.1 useful to you;
- 12.5.2 of satisfactory quality;
- 12.5.3 fit for a particular purpose;
- 12.5.4 available or , , ;
- 12.6 Our Website contains links to other Internet websites. We have neither power nor control over any such .
- 12.7 We claim no expert knowledge in any subject.
- 12.8 [you agree that in any circumstances when we may become liable to](#)

12

OR

12.9 Our total liability under this agreement, however it arises, shall [100000].

12.10 We shall not be

:

12.10.1 indirect or consequential loss; or

12.10.2 economic loss or other loss of turnover,

12.11 This paragraph (and any other paragraph which excludes or)

12.12 If you become aware of any breach of any term of this []

12.13 Nothing in this agreement shall be

13. You Indemnify Us

You agree to indemnify us

:

13.1 your failure

;

13.2 your breach of this agreement;

13.3 any Content you Post to Our Website;

13.4 any data you send

;

13.5 a breach

;

13.6 your failure

;

13.7 any use of

;

13.8 any act, neglect or

;

13.9 a contractual claim

;

and for the purpose of this paragraph you agree that the cost

[10000 . 00]

14. Miscellaneous matters

14.1 No amendment or variation to this agreement

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14.2

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14.3

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14.3.1

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14.3.2

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14.3.3 issue a claim in any court.

14.4

14.5

14.6

14.7

It shall be deemed to have been delivered:

:

;

:

72 ;

:

24 ;

-

- : 24

-

[

-

]

14.8

14.9

14.10

[/ /]

, [,] .

14.11

,

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Product Licence Terms

[], [],
[].

Our address is [\[address\]](#)

GST Registration Number: [\[number\]](#)

: .

These are the agreed terms

(“ & ”)

1. Definitions

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:

“Copy or Publish”

, ,
,

“Restrictions on Use”

, ,
,

“Licence”

, .

“Licensed Product”

2. Interpretation

&

3. The Licence

3.1

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3.2

3.3

3.4

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3.6

3.7

3.8 [

, /].

4. Limitations and permissions on Licences

4.1

4.2

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4.4

4.5

4.6

,
“ ”

4.7 You may not use a Licensed Product:

4.7.1

;

4.7.2 in a context which is pornographic;

4.7.3

;

4.7.4

,

;

4.7.5 /

,

4.7.6 ,

5. Freedom to use

:

5.1

;

5.2

.

6. Copyright and other Intellectual Property

6.1 You agree that at all times you will:

6.1.1

;

6.1.2

6.2

6.3

6.3.1 immediately stop using the Licensed Product;

6.3.2

6.3.3

6.4

[14]

6.5

7. Assignment

8. Miscellaneous matters

8.1

8.2

8.3

8.4

8.5

8.6

8.7

Explanatory Notes

Website terms and conditions template: downloaded products; includes full product licence agreement

General notes

1. What does a T&C document do?

A terms and conditions document serves two prime purposes: first, it sets out the terms under which you have agreed to accept business. Everyone can see the details of the contract between you and your contract party can decide whether or not to enter into a contract on these terms. Secondly, the document affirms the legal rights of the parties, so that either can sue the other in court for a

2. In my T&C or on ?

A T&C document should provide a legal framework. It should be all-inclusive of the structure of the contract but need not include detail which may change from time to time, such as prices,

3. Make sure it bites

It is essential that terms and conditions are incorporated into the contract. If they are not drawn to the buyer's attention until after the contract has effectively been made, then they do not form part of the contract and the buyer is not bound by them. There is another issue here. To obtain the best benefit from the terms, you should seek to bind people who are merely site visitors as well as actual buyers. Whether you can do this depends on whether you are able to ask for confirmation of acceptance of the T & C at an early stage of a visit to your site. If you are not able to do so

So far as any visitor, user, or buyer of your services is concerned, it is therefore important that the Website ordering system is such that the buyer has to take some positive step to confirm that he has read the terms and conditions. If the usual device of a check box is used, it is important that it is not "pre-ticked". It is essential that references

“I have read and understood [your name]’s terms and conditions, and I agree that they form part of the contract between us. If I am under the age of 18 years, I confirm that I have brought the terms and conditions to the notice

Better still, the preferred acceptance device is one which compels the buyer to go to a page containing the terms and conditions, and where the confirmation of acceptance is on

Unless your business model requires sales to children, it is best specifically to 18 .

Remember that if a customer comes to you otherwise than via your website, you must find some other way of obtaining his agreement to this document. By far the best way is by a signature. That means you will need a second version of this document which provides at the top for the buyer to be named and at the end for both parties to sign. If your buyer has not ,

4. If this is a contract, why are the ?

It is not necessary for your customer to be identified by name. “You” is enough. However, you do have to be accurately identified. A website name is not enough. You must clearly state the real name of you or your company, trading address and names

5. Double check your terms

This template document is intended to form the basis of the appropriate terms for your business. To make it "work" for you, it is essential that you check every sentence and

Paragraph Specific Notes:

Notes following the numbered paragraphs

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 goods or services. It therefore helps you to obtain their business if your terms

We use	You decide to change to
---------------	--------------------------------

Licensed Product	Andrew’s Images
------------------	-----------------

Our Website	The Jones Site / the Site
-------------	---------------------------

But if you do change the defined word, **make**

You should first decide on the contents of the document, then return to check

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. These items are not “lawyer’s blurb”. Every item has

3. Basis of contract

It is important to make clear when the contract comes into effect. Without specifying, your Website will be

4. Our charges for Services

An opportunity to set down your policy if you do sell services. We advise that specific sums

5. Content you contribute or Post to Our Website

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

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

We suggest that you edit this paragraph in line with the perceived extent of your risk. Obviously a

6. Other restrictions

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

7. About Contributions Posted by you

These provisions cover the acceptance by the person posting of their legal

8. Removal of offensive Content

This paragraph is targeted at anyone who is aggrieved at a posting. He may or may not be one of your customers or members. By stating and following this policy you will reduce

9. Security of Our Website

Your need for this provision also depends on the extent to which users are able

10. Interruption to Service

We have no comment

11. Intellectual Property

Few business managers appreciate just how much IP is owned

12. Disclaimers and limitation of liability

We have given you very strong

You will see that we have also included in the provision for

13. You indemnify us

We

14. Miscellaneous matters

A number of special points. We have identified each of these as

Product Licence Terms

Notes referable to specific paragraphs

1. Definitions

We have no further comment.

2. Interpretation

We have no further comment.

3. The Licence

It is not safe

Be careful not

4. Limitations and permissions on Licences

These points are matters for

The definition of “Limitations and permissions” refers also to your

5. Freedom to use

Without these items basic requirements of a

6. Copyright and other Intellectual Property

Although you cannot prevent some person from acting maliciously or unlawfully, this paragraph is drawn to give you the

“ ”

7. Assignment

Give careful thought to this. Consider the circumstances on both sides

8. Miscellaneous matters

A number of special points. We have identified each of these as

End of notes