

IN-TCins01

**Website terms and conditions template: news, review, information or community site; subscription model**

## Terms and Conditions of [your business name]

These terms and conditions are the contract between you and [OurName] (“us”, “we”, etc). By visiting or using Our Website,

We are [your business name] [, a company registered in [ ], [ ]].

Our address is: [address].

Our VAT registration number is: [ ].

You are: Anyone who uses Our Website or .

We deal only with people over the age of 18 years because, until you reach that age, you are not able to enter into a binding legal contract. If 18 , 18

Please read this agreement carefully and save it. If you do not agree with it, you should leave

### 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, , , .
- “Contribution” means Content Posted by you.
- “Intellectual Property” means intellectual property owned by us, 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, trademarks, unregistered marks, designs, , , , , , .
- “Our Website” means any website or service designed for electronic access by mobile or fixed devices which is owned or

operated by us [or any member of the [name] group of  
].

"Post" means place on or into Our Website any Content or material

"Services" means all of the services available from Our Website,

"Visitor" means anyone who visits Our Website.

## 2. Interpretation

In this agreement unless the context otherwise requires:

- 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. [except where stated otherwise], any obligation of any person arising from this
- 2.7. The words "without limitation" shall be deemed to follow any use of the words "

- 2.8. A reference to an act or regulation includes new law of substantially the same
- 2.9. In any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the , [ . 100 ].
- 2.10. All money sums mentioned in this agreement are calculated net of VAT, which
- 2.11. 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. We do not offer the Services in all countries. We may refuse to provide the Services if
- 3.2. In entering into this contract you have not relied on any representation or information from any source except the
- 3.3. Subject to these terms and conditions, we agree to provide to you some or all of the Services described on
- 3.4. Some of our Services are now or may in future, be available to you only subject to additional terms. Those terms will be set out on Our Website. You now agree that
- 3.5. You acknowledge that you understand exactly what is included in the Services and you are satisfied that
- 3.6. So far as we allow use of our Intellectual Property, we grant a licence to you,
- 3.7. Our contract with you and licence to you last for [\[one year from the date of start / payment\]](#). Any continuation by us or by you after the expiry of [\[one year\]](#) is a new contract in the terms then shown on Our

Website.

3.8. The contract between us comes into existence when we receive

OR

3.9. The contract between us comes into existence only when we write to you to confirm that we agree to provide to you the Service you want. Your payment does not create a contract.

3.10. If we give you free access to a Service or feature on Our Website which is normally a charged feature, and that Service or feature is usually subject

3.11. We may change this agreement and / or the way we provide the Services,

3.11.1 The change will take effect when we Post

3.11.2 You agree to be bound by any changes. If you do not agree to be bound by them,

OR

3.11.3 We will give you notice of the change. If you do not accept the change, we will refund the money

3.11.4 If you make any payment for Services in the future, you will do so under

## 4. The price

4.1. The prices payable for Services are clearly set

- 4.2. The price charged for any Services may differ from one country to another. You may not be entitled to
- 4.3. Prices are inclusive of any applicable value added
- 4.4. When you subscribe for a subscription service, that payment may not cover other Services, for which we will ask you to
- 4.5. All monies paid by you to us are non-refundable and cancellation and/or termination of this agreement by you or us at any

## 5. Renewal payments

- 5.1. At least [\[four\]](#) weeks before expiry of the period for which you have paid, we shall send you a message to your last known email address to tell you that you licence to use the Services
- 5.2. At any time before expiry of your subscription, you may use [\[the “My Account” tab on\]](#) Our Website to access your [ ]
- 5.3. At expiry of your [\[OurName\]](#) subscription we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and shall confirm the renewal [ ]

## 6. Security of your credit card

- 6.1. We take care to make Our Website safe for you to use. Card payments are not processed on a page controlled by us. We use one or more online
- 6.2. If you have asked us to remember your credit card details for your next purchase or subscription, we will securely store your payment details

on our systems. These details will be

## 7. How we handle your data

- 7.1. Our privacy policy is strong and precise. It complies
- 7.2. If you Post a Contribution to any public area of Our Website it becomes available to all the World. We have
- 7.3. Restricted information is also available to all the World, subject only to a user subscribing. It is important that material you Post
- 7.4. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant to us the right and licence to edit, copy, publish, distribute, translate and otherwise use any Contribution that you place
- 7.5. We will use that licence only for commercial purposes of the business of Our Website and will stop
- 7.6. You agree to waive your right to be identified as the author and your right to object to derogatory treatment of your  
1957 57 . .
- 7.7. [\[You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our](#)  
].
- 7.8. Posting a Contribution does not change your ownership of
- 7.9. You understand that you are personally responsible for your breach of

7.10. You accept all risk and

7.11. Please notify us

7.12. [\[We do not solicit ideas or text for improvement of our Service,](#)

].

## 8. Restrictions on what you may Post to Our Website

We invite you to Contribute Content to Our Website in several ways and for different purposes. We

We do not undertake to moderate or check every item Posted, but we

You agree that you will not use or allow

8.1. be unlawful,

;

8.2. consist in

,

;

8.3. be obscene,

,

,

,

;

8.4. be sexually explicit or pornographic;

8.5. promote discrimination or animosity to any person

,

,

,

,

,

;

8.6. be likely to harass,

,

,

,

,

,

;



- 8.7. be likely to deceive any person or be  
, ;
- 8.8. give the impression that it emanates from  
;
- 8.9. post a Contribution on ,  
;
- 8.10. request or collect passwords or other personal  
,  
;
- 8.11. be used to sell any goods or services or for any other commercial use  
not intended by ,  
. :  
,  
;
- 8.12. include anything other than words (i.e.  
)  
;
- 8.13. facilitate the provision  
;
- 8.14. link to ;
- 8.15. promote or endorse illegal activities, or provide instructions or  
information about illegal : (  
, ;  
);
- 8.16. sending unsolicited messages in ,  
;
- 8.17. use distribution lists that include  
;
- 8.18. post excessive or -  
;

8.19. sending age-inappropriate  
[ 18 ].

## 9. Your Posting: restricted content

In connection with the restrictions set out ,

In addition to the ,

9.1. hyperlinks, ;

9.2. keywords or words ,

9.3. the name, logo or

9.4. inaccurate, false, or misleading information;

9.5. material or links to material that exploits people

18

## 10. Removal of offensive Content

10.1. For the avoidance of doubt,

10.2. We are under no obligation to monitor or record the activity of any  
visitor or customer ,

10.3. If you are ,

10.3.1 your claim or complaint must be submitted to us in the form

10.3.2 we shall remove

;

10.3.3 after receiving a notice of

;

10.3.4 we may re-

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

10.5. You now agree that if any complaint is made

## 11. 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

, 2000 ..

You now agree that

:

11.1. modify, copy, or cause damage

- 11.2. link to our site in any way that would cause the appearance  
;
- 11.3. download any part  
;
- 11.4. collect or use  
;
- 11.5. collect or use any information obtained  
;
- 11.6. aggregate, copy or duplicate in any manner any of the  
;  
;
- 11.7. for any purpose use our name, any proprietary information (including images,  
)  
;
- 11.8. use Our Website to hack  
;
- 11.9. make available or upload files that contain software or other material,  
;  
;
- 11.10. make available, upload or distribute by any means any material  
“  
” “ ”  
;  
;
- 11.11. upload or republish any  
;
- 11.12. hide or remove  
;
- 11.13. share with a  
;
- 11.14. use on Our Website software which assists in:
  - 11.14.1 data mining, extraction or collection;

11.14.2 emulating, phreaking, hacking, ;

11.14.3 "framing", inserting pop-

11.14.4 performing any automated operation;

11.15. Despite the above ,  
:

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

11.15.2 copy the text of any page for

## 12. Storage of data

12.1. We may, from time to time, set a limit on the number of messages you  
, , .

12.2. We assume no responsibility for

12.3. You accept that we cannot

12.4. We maintain reasonable procedures for general backup of data for our  
own purposes

[

].

## 13. Duration and termination

13.1. This agreement terminates on [ / / ]

13.2. You may terminate this agreement at any time, for any reason, with immediate effect. You may

[ ]

13.3. We may terminate this agreement at any time, ,

13.4. Termination by

:

13.4.1 your right to use the Services immediately ceases;

13.4.2 we are under no obligation

;

13.5. In the event of such termination by us, we

;

13.6. There shall be no re-imbusement

13.7. We retain the right, at our sole discretion, to terminate any and all parts

## 14. Interruption to Services

14.1.

14.2.

14.3.

## 15. Intellectual Property

You agree that at all times you will:

15.1.

15.2.

15.3.

15.3.1

15.3.2

15.3.3

15.3.4

15.4.

## 16. Disclaimers and limitation of liability

16.1.

16.2.

16.3.

”.

:

16.3.1 useful to you;

16.3.2 of satisfactory quality;

16.3.3 fit for a particular purpose;

16.3.4

16.4.

16.5.

:

16.5.1

;

16.5.2 delivery of Content, material or any message;

16.5.3 privacy of any transmission;

16.5.4

;

16.5.5

;

16.5.6

;

16.5.7

;

16.5.8

;



16.5.9

;

16.6.

,

[ 12 ]

.

16.7.

,

,

[ . 1 ,

50000 ].

,

.

16.8.

:

16.8.1 indirect or consequential loss; or

16.8.2

,

,

.

16.9.

(

)

,

,

,

,

,

.

16.10.

[

]

,

.

16.11.

.

## 17. You indemnify us

,

:

17.1.

;

17.2. breach of this agreement;

17.3. , ;

17.4.

17.5. any content you place on Our Website;

17.6. any Content you Post to Our Website;

17.7. ;

17.8. ;

17.9. failure to conform to any relevant Internet protocol;

17.10. ;

17.11. ;

17.12. ;

. [ 15000 . 00 ] .

## 18. Miscellaneous matters

18.1. , - , .

18.2. [ , , ].

18.3.

18.4.

18.5.

18.5.1

18.5.2

18.5.3

18.5.4 issue a claim in any court.

18.6.

18.7.

18.8.

18.9.

It shall be deemed to have been delivered:

;

72 ;

24 ;

- : 24

-

.

18.10.

,

18.11.

,

, , , , .

18.12.

, [ ] .

18.13.

,

18.14.

.

18.15.

,



# Explanatory Notes:

**Website terms and conditions template: news, review, information or community site; subscription model**

## 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. How much information should I include in my & ?

Terms and conditions should provide a legal framework. The document 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. Representations on other pages of your site

Note that while the purpose of this document is to set out the terms of the contract with a customer, statements made and information given on your web pages will be regarded by a judge as "representations" which may have induced your customer to enter into a contract with you. You cannot therefore avoid a

### 4. A legal health warning

We are often asked whether our documents will "hold water" in law. Our documents are drawn to support and protect you, our document buyer. Our priority is to protect you from problems, which include, but are not limited to litigation. Just like any competent solicitor, we slant

For example: buyers in many countries do not enjoy the same level of statutory consumer protection as buyers in the Republic of India. Our

documents are drafted

There are many areas where interpretation and nuance are important. To protect you from litigation, we often go to extreme, but in protecting

In summary, there are terms where we deliberately over-step what an Indian court may decide, knowing that most people do not know what will hold firm and what will not. We do that so as to give you the advantage. That does not mean our drafting is

## **5. Why are some terms duplicated?**

What is valid in one jurisdiction may be invalid in another. So we provide both because if one alternative is void, you may be protected by

Terms may also overlap to give you the option of which to choose. For example, if your document lists matters prohibited by you in controlling what is posted to your website,

## **6. Making your terms sound friendlier**

You may have read the T&C of a large Internet site and you want yours to flow in the same gentle way, instead of being "legal". As

However, the sites that use softer language tend to have very deep pockets and access to the best litigators. They feel safe because the probability of a successful case against them is low, and the

It is much easier to sue a smaller company successfully. If you want to feel as safe,

Although their terms and conditions appear to be friendly and even casual, they will have been carefully drawn by expert lawyers, to the point where every word will have been considered, just as we have considered

## **7. Make sure it bites**

It is essential that terms and conditions are incorporated into the contract. If they are not drawn to the customer's attention until after the contract has been

made, then they do not form

It is important that the customer has to take some positive step to confirm that he has read the terms. The usual device for doing so is a check box, and if you do use one it is important that it is not pre-checked. It is

"I have read and understood [your name]'s terms and conditions, and I agree that they

A better acceptance device is one that compels the customer to go to a page containing the terms and conditions, and where the confirmation of acceptance is on that same page at the

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

18 .

## **8. Enforcing terms when the party to the contract does**

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

## **9. If this document is a contract, why are the ?**

It is not necessary (although it is safer) for the other to be identified by name. "You" is enough. However, you do have to be accurately identified. Under the Electronic Commerce Laws, you must clearly state the real name of you or

## **10. Can I just close the line spacing ? 8**

We do not advocate small print or close type. The whole thrust of the Electronic Commerce Laws and the Unfair Terms in Consumer



## Paragraph Specific Notes:

The notes to this document,

### 1. Definitions

Every business is different, not only in terms of the product or service being offered,

By all means use the search and replace function in your word processor to change them,

<b>We use</b>	<b>You might decide to change to</b>
---------------	--------------------------------------

Services	Subscription
----------	--------------

Our Website	The TechDailyDigest website
-------------	-----------------------------

But if you do change the defined word, **make sure it applies to every use of it in the document.**

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

### 3. Basis of contract

Technically, you are both selling services and granting a licence for

It is important to make clear when the contract comes into effect. Without specifying, the advertisement of services on your

If you change the service provision you are technically in breach of the agreement. If that

#### **4. The price**

Edit to suit your business model.

#### **5. Renewal payments**

We have provided for the automatic renewal of the service provision. That provision is void in law. You cannot unilaterally renew a contract. However, if you continue a course of

The best way to deal with this issue is to send a message to your customer in advance of taking payment, (for example, about four weeks) warning that the subscription will

#### **6. Security of your credit card**

Provision of this information is evidence of permission

#### **7. How we handle your data**

These provisions cover the sensitive issue

You need to provide a balance between making precise promises which

#### **8. Restrictions on what you may Post to Our Website**

This paragraph has two purposes: the first is the obvious and named purpose of

No matter what you put in this paragraph, there is no certainty that you may

Of course,

We have provided a vast menu of possibilities, suitable

## 9. **Your Posting: restricted content**

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

## 10. **Removal of offensive Content**

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

## 11. **Security of Our Website**

There is an intentional overlap here with the paragraph on

## 12. **Storage of data**

This provision absolves you from any obligation to retain

### **13. Duration and termination**

It is after termination that conflicts tend

### **14. Interruption to Services**

We suggest you leave these provisions in place.

### **15. Intellectual Property**

Few business managers appreciate just how much IP is owned by the

### **16. Disclaimers and limitation of liability**

Some of these provisions may be

The law is complicated and much depends

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

### **17. You indemnify us**

We advise you to leave this provision in place. In

### **18. Miscellaneous matters**

A number of special points we have identified each of these as important

**End of notes**