

IN-TCins02

Website terms and conditions template: news, wiki or community site; free-to-access 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 []], []].

Our address is [address].

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

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
"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. 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
- 3.4. So far as we allow use of our Intellectual Property, we grant a licence to you,
- 3.5. We may change this agreement and / or the way we provide the Services,
 - 3.5.1 the change will take effect when we Post
 - 3.5.2 you agree to be bound by any changes. If you do not agree to be bound by them,

4. How we handle your data

- 4.1. Our privacy policy is strong and precise. It complies
- 4.2. If you Post a Contribution to any public area of Our Website it becomes available to all the World. We have
- 4.3. Restricted information may also be available to all the World, subject only to a user joining as a member. It is important that material you

- 4.4. 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
- 4.5. We will use that licence only for commercial purposes of the business of Our Website and will stop
- 4.6. You agree to waive your right to be identified as the author and your right to object to derogatory treatment of
1957 57 .
- 4.7. [\[You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our \]](#).
- 4.8. Posting a contribution does not change your ownership of the copyright in it. We have no claim over
- 4.9. You understand that you are personally responsible for your breach of intellectual property rights, defamation, or any law, which may ;
- 4.10. You accept all risk and responsibility for determining whether any Contribution is
- 4.11. Please notify us of any security breach or
- 4.12. [\[We do not solicit ideas or text for improvement of our Service, but if you do send to us material of any sort, you are deemed to have granted to \]](#).

5. 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 have to regulate your use of Our Website to protect

our business and our staff, to protect other

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we

You agree that you will not use or allow anyone else to use Our Website to Post a Contribution,

- 5.1. be unlawful, or tend to incite another ;
- 5.2. consist in commercial audio, video ;
- 5.3. be obscene, offensive, threatening, violent, ;
- 5.4. be sexually explicit or pornographic;
- 5.5. promote discrimination or animosity to any person ;
- 5.6. be likely to harass, , , , , ;
- 5.7. be likely to deceive any person or be , ;
- 5.8. give the impression that it emanates from ;
- 5.9. post a Contribution on , ;
- 5.10. request or collect passwords or other personal , ;
- 5.11. be used to sell any goods or services or for any other commercial use not intended by , ;

- 5.12. facilitate the provision
 - 5.13. link to
 - 5.14. promote or endorse illegal activities, or provide instructions or information about
 - 5.15. bulk sending of unsolicited messages,
 - 5.16. use distribution lists that include
 - 5.17. post excessive or
 - 5.18. send age-inappropriate
- [18].

6. Your Posting: restricted content

In connection with the restrictions set out

In addition to the

- 6.1. hyperlinks,
- 6.2. keywords or words
- 6.3. the name, logo or
- 6.4. inaccurate, false, or misleading information;

6.5. material or links to material that exploits people

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7. Removal of offensive Content

7.1. For the avoidance of doubt,

7.2. We are under no obligation to monitor or record the activity of any user of Our

7.3. If you are

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

7.3.2 we shall remove

7.3.3 after receiving notice of a

7.3.4 we may re-

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

7.5. You now agree that if any complaint is made

8. Security of Our Website

We may, at our discretion, give you permission to access Our Website for the purpose of Posting

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

, 2000 .

You now agree that

8.1. modify, copy, or cause damage

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

8.3. download any part

8.4. collect or use any information obtained

8.5. aggregate, copy or duplicate in any manner any of the

8.6. any purpose use our name, any proprietary information (including images,

8.7. use Our Website to hack

8.8. make available or upload files that contain software or other material,

8.9. make available, upload or distribute by any means any material

8.10. upload or republish any

8.11. hide or remove

8.12. share with a

8.13. use on Our Website software which assists in:

8.13.1 data mining, extraction or collection;

8.13.2 emulating, phreaking, hacking,

8.13.3 "framing", inserting pop-

8.13.4 performing any automated operation;

8.14. Despite the above

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

8.14.2 copy the text of any page for

9. Storage of data

- 9.1. We may, from time to time, set a limit on the number of messages you
,
- 9.2. We assume no responsibility for
- 9.3. You accept that we cannot
- 9.4. We maintain reasonable procedures for general backup of data for our own purposes

10. Termination

- 10.1. We may terminate this agreement at any time,
- 10.2. Termination by
 - 10.2.1 your right to use the Services immediately ceases;
 - 10.2.2 we are under no obligation

11. Intellectual Property

You agree that at all times you will:

- 11.1. not do anything which does or
- 11.2. notify us

11.3. so far as concerns software

11.3.1 copy, or

11.3.2 use it

11.3.3

11.3.4

11.4.

12. Disclaimers and limitation of liability

12.1.

12.2.

12.3.

12.4.

12.5.

12.6. [] [] “
”
:

12.6.1 useful to you;

12.6.2 of satisfactory quality;

12.6.3 fit for a particular purpose;

12.6.4 , ,

12.7. .

12.8. We accept no responsibility for:

12.8.1 privacy of any transmission;

12.8.2 ;

12.8.3 , , ;

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12.8.5 ;

12.9. ,

[12]

Leave next sub paragraph in place too

12.10. , , [. 1 ,
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12.11.

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12.11.1 indirect or consequential loss; or

12.11.2

12.12.

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12.13.

13. You indemnify us

13.1.

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13.2. your breach of this agreement;

13.3.

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13.5. any content you place on your website;

13.6. any Content you Post to Our Website;

13.7.

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13.9. failure to conform to any relevant Internet protocol;

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14. Miscellaneous matters

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14.4.4 issue a claim in any court.

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It shall be deemed to have been delivered:

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Explanatory Notes:

Website terms and conditions template: news, wiki or community site; free-to-access 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,

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. 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,

5. What you should delete

You will need to tailor this document to suit how your business works. In places, we give you many options. That is because we don't know exactly how

You may find that several paragraphs simply do not apply to your business.

There are a number of issues peculiar to any one business that affect the drafting of terms and conditions. Many of the conditions will appear, or not appear, as a matter of management policy.

You may read a provision that you think may turn your potential customers away. You can consider deleting these, but bear in mind that as you do, you

In general, a good rule to follow for commercial provisions is that you shouldn't delete a provision if you do not understand the reason for inclusion. For legal provisions the similar rule is that you shouldn't delete the provision unless you understand the legal meaning and the reason for inclusion. In summary, if in doubt, leave it in.

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 your site visitor positively confirms that he agrees to your terms and conditions. If he does not,

The usual device for ensuring that a visitor agrees to the terms is a check box at a registration page. If you do use a check box, it is important that it is not pre-checked. It is also essential

"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

Unless your business provides services to children, it
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**8. If this document is a contract,
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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

**9. Can I just close the line spacing 8
?**

We do not advocate small print or close type. The whole thrust of the Consumer Protection Act 1986, the Information Technology Act, 2000 and the Monopolies 1969

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,

We use	You might decide to change to
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Services	Membership
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Our Website	The TechDailyDigest website
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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 granting a licence for use of

Edit these paragraphs as appropriate.

4. How we handle your data

These provisions cover the sensitive issue

You need to provide a balance between making precise promises which

5. 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

6. Your Posting: restricted content

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

7. Removal of offensive Content

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

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8. Security of Our Website

There is an intentional overlap here with the paragraph on

9. Storage of data

This provision absolves you from any obligation to retain

10. Termination

Leave this paragraph in place.

11. Intellectual Property

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

12. 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

13. You indemnify us

We advise you to leave this provision in place. In

14. Miscellaneous matters

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

End of notes