

IN-TCins03

## **Website terms template: moderated directory, blog or review site**

## Terms and Conditions of [your business name]

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

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

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

### 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.
“Directory”	means the [name] directory of [subject],
“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,

## 2. Inclusion in the Directory

- 2.1. We may place data in the Directory, or
- 2.2. Data placed by us is obtained from open sources
- 2.3. A data subject may edit his
- 2.4. We may preserve or disclose data placed in:
  - 2.4.1 to comply with the law, ;
  - 2.4.2 to respond to any claim by ;
  - 2.4.3 to protect the rights of any person;
  - 2.4.4 to disseminate information in the normal course of

## 3. How we handle your data

- 3.1. Our privacy policy is strong and precise. It complies
- 3.2. If you Post a Contribution to any public area of Our Website it becomes available to all the World. We have
- 3.3. Restricted information is also available to all the World, subject only to a user [\[joining as a member\]](#). It is important that material you

- 3.4. 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
- 3.5. We will use that licence only for commercial purposes of the business of Our Website and will stop
- 3.6. You understand that you are personally responsible for your breach of intellectual property rights, defamation, or any law, which may
- 3.7. You accept all risk and responsibility for determining whether any Contribution is
- 3.8. Please notify us of any security breach or
- 3.9. [\[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](#)

].

#### **4. 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,

:

- 4.1. be unlawful, or tend to incite another  
;
- 4.2. consist in commercial audio, video  
;
- 4.3. be obscene, offensive, threatening, violent,  
;
- 4.4. be sexually explicit or pornographic;
- 4.5. promote discrimination or animosity to any person on grounds of  
gender, race, religion,  
;
- 4.6. be likely to harass, intimidate, bully, upset, embarrass,  
;
- 4.7. be likely to deceive any person or be used to impersonate any person,  
or to misrepresent  
;
- 4.8. give the impression that it emanates from us or that you are connected  
with us or  
;
- 4.9. post a Contribution on behalf of some other person,  
;
- 4.10. use a Posting to solicit responses  
;
- 4.11. request or collect passwords or other personal  
;
- 4.12. be used to sell any goods or services or for any other commercial use  
not intended by  
.  
:  
;
- 4.13. include anything other than words (i.e.  
)  
;
- 4.14. facilitate the provision  
;

- 4.15. link to \_\_\_\_\_ ;
- 4.16. promote or endorse illegal activities, or provide instructions or information about \_\_\_\_\_ ;  
\_\_\_\_\_ ;  
\_\_\_\_\_ );
- 4.17. bulk sending of unsolicited messages, \_\_\_\_\_ ;
- 4.18. use distribution lists that include \_\_\_\_\_ ;
- 4.19. post excessive or \_\_\_\_\_ - \_\_\_\_\_ ;
- 4.20. send age-inappropriate \_\_\_\_\_ [ 18 ].

## 5. Your Posting: restricted Content

In connection with the restrictions set out \_\_\_\_\_ ,  
\_\_\_\_\_ .

In addition to the \_\_\_\_\_ ,  
\_\_\_\_\_ :

- 5.1. hyperlinks, \_\_\_\_\_ ;
- 5.2. keywords or words \_\_\_\_\_ ,  
\_\_\_\_\_ .
- 5.3. the name, \_\_\_\_\_ .
- 5.4. inaccurate, false, or misleading information;
- 5.5. material or links to material that exploits people \_\_\_\_\_ ,  
\_\_\_\_\_ .

## 6. Removal of offensive Content

6.1. For the avoidance of doubt,

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

6.3. If you are

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

6.3.2 we shall remove

6.3.3 after receiving a notice of

6.3.4 we may re-

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

6.5. You now agree that if any complaint is made

## 7. Children on Our Website

7.1. Whatever the age of consent in your country, we are

7.2. Insofar as Content relates to children,

7.3. We do not knowingly

18

7.4. Any person of any age may

7.5. It is you, not we, who provide access to

7.6. Where links are concerned, you may like to

7.7. Filter software may also be useful to you.

7.8. You acknowledge that we are not responsible for

7.9. You now agree to waive any claim you may otherwise have against us

## 8. Security of Our Website

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

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



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

8.5. collect or use any information obtained

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

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

8.8. use Our Website to hack

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

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

8.11. upload or republish any

8.12. hide or remove

;

8.13. share with a

;

8.14. use on Our Website software which assists in:

8.14.1 data mining, extraction or collection;

8.14.2 emulating, phreaking, hacking, ,  
- ;

8.14.3 "framing", inserting pop- ,  
,

8.14.4 performing any automated operation;

8.15. Despite the above ,  
:

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

, , ,

.

.

8.15.2 copy the text of any page for

.

## 9. Intellectual Property

You agree that at all times you will:

9.1.

;

9.2.

;

9.3.

9.3.1

9.3.2

9.3.3

9.3.4

9.4.

## 10. Disclaimers and limitation of liability

10.1.

10.2.

10.3.

10.4.

10.5.

10.6. [ ] [ ] “  
”  
[ ] :

10.6.1 useful to you;

10.6.2 of satisfactory quality;

10.6.3 fit for a particular purpose;

10.6.4 , ,

10.7. .

10.8. We accept no responsibility for:

10.8.1 ;

10.8.2 , , ;

10.8.3 .

10.9. ,

[ 12 ]

Leave next sub paragraph in place too

10.10. , , [ . 1 ,  
5000 ].

10.11. :

10.11.1 indirect or consequential loss; or

10.11.2

10.12.

( )

10.13.

## 11. You indemnify us

11.1.

;

11.2. breach of this agreement;

11.3.

11.4. any Content you Post to Our Website;

11.5.

;

## 12. Miscellaneous matters

12.1.

, - ,

12.2.

, ,

12.3.

12.3.1

12.3.2

12.3.3

12.3.4 issue a claim in any court.

12.4.

12.5.

12.6.

12.7.

It shall be deemed to have been delivered:

72 ;

24 ; :

- : 24

12.8.

12.9.

12.10.

12.11.

12.12.

12.13.

# Explanatory Notes:

Website terms template: moderated directory, blog or review site

## 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 your site does not have a registration page, then provide a means of agreeing to the terms at the point the visitor interacts with

If you do use a check box, it is important that it is not pre-checked.

"I have read and understood [your name]'s terms and

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  
18 .

**8. If this document is a contract,  
?**

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:

Notes following the numbered paragraphs

### 1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe your services. By all

/

<b>We use</b>	<b>You decide to change to</b>
Directory	Database
Our Website	The Excellent Café Guide

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

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

### 2. Inclusion in the Directory

We have no comment. Edit as necessary.

### 3. How we handle your data

These provisions cover the sensitive issue

You need to provide a balance between making precise promises which

### 4. 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

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

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

## 6. **Removal of offensive Content**

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

## 7. **Children on Our Website**

The purposes of this paragraph are first, to inform parents and others in

## 8. **Security of Our Website**

There is an intentional overlap here with the paragraph on

## **9. Intellectual Property**

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

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

Some of these provisions may be void

The law is complicated and much depends

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

## **11. You indemnify us**

We advise you to leave this provision in place. In fact

1969 .

## **12. Miscellaneous matters**

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

**End of notes**