

IN-TCits02

Website terms and conditions template: continuous IT service provision

Terms and Conditions

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

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

Our address is [address]

GST Registration Number: [Number]

You are: Anyone who uses our website or

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, trade marks, unregistered marks, designs,
“Our Website”	means all of the hardware and software installation that
“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. a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,
- 2.8. the words “without limitation” shall be deemed to follow any use of the words “
- 2.9. a reference to an act or regulation includes new law of substantially the same
- 2.10. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified , [[000]] .

- 2.11. all money sums mentioned in this agreement are calculated net of GST, which
- 2.12. these terms and conditions apply to all supplies of Services by us. They
- 2.13. 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. In entering into this contract you have not relied on any representation or information from any source except the
- 3.2. Subject to these terms and conditions, we agree to provide to you some or all of the Services [\[and products\]](#) described
- 3.3. You acknowledge that you understand exactly what is included in the Services and you are satisfied that
- 3.4. So far as we allow use of our Intellectual Property, we grant a licence to you,
- 3.5. 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.

3.6. [The Contract between us comes into existence when we receive](#)

[OR](#)

3.7. [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.](#)

- 3.8. We may change this agreement and / or the way we provide the Services,
- 3.8.1 the change will take effect when we Post
- 3.8.2 we will give you notice of the change. If you do not accept the change, we will refund
- 3.8.3 if you make any payment for Services or Goods 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
- 4.4. 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 [Our Name] 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. Content you Contribute or Post to Our Website

This Para was formerly the Acceptable use policy. It now fits in with the three following Para,

- 6.1. We may, at our discretion, read, assess, review or moderate any Contribution or Content Posted on Our Website. If ,
- 6.2. You agree that you will not use or allow anyone else to use Our Website :
- 6.2.1 be malicious or defamatory;
 - 6.2.2 consist in commercial audio, video ;
 - 6.2.3 be software which assists in or promotes: emulators, phreaking, , , ;
 - 6.2.4 be illegal, obscene, offensive, ;
 - 6.2.5 be sexually explicit or pornographic;
 - 6.2.6 promote discrimination or animosity to any person on grounds of gender, race, religion, , , ;
 - 6.2.7 be likely to harass, intimidate, bully, upset, embarrass, , ;
 - 6.2.8 be likely to deceive any person or be used to impersonate any person, or to misrepresent , ;
 - 6.2.9 give the impression that it emanates from us or that you are connected with us or ;

- 6.2.10 solicit passwords or personal information from anyone;
- 6.2.11 be used to sell any goods or services or
;
- 6.2.12 be used to send any communication by
;
- 6.2.13 include anything other than words (i.e. you will not include any symbols or photographs) except for a
;
- 6.2.14 be incomplete or inaccurate or submitted otherwise than
;
- 6.2.15 request personal information from other users nor Post any unnecessary personal information about
.
- 6.2.16 link to any of the material specified above,
.

7. Other restrictions

You agree that you will not use or allow anyone
:

- 7.1. to sell or promote any product or service
;
- 7.2. in a way which violates the law of any country in which we operate, or
;
- 7.3. for spamming. Spamming includes, but
:
 - 7.3.1 the bulk sending of unsolicited messages, or the sending of unsolicited
;
 - 7.3.2 the use of distribution lists that include people who have not given specific permission
;
 - 7.3.3 excessive and repeated Posting off-
;

7.3.4 sending age-inappropriate communications or Content to anyone 18 .

8. About Contributions Posted by you

You now confirm that:

- 8.1. you own all of the Contributions you Post;
- 8.2. you understand that you are personally responsible for your breach of intellectual property rights, defamation, or any law, which may ;
- 8.3. you will immediately notify us of any security breach or .
- 8.4. you accept all risk and responsibility for determining whether any Contribution is .
- 8.5. you irrevocably grant to us the right and licence to edit, copy, publish, distribute, translate , .
- 8.6. you agree to waive your right to be identified as 1957 57 .
- 8.7. [\[you now irrevocably authorise us to publish](#) , ,].
- 8.8. you now irrevocably release us from any right or , .

9. Removal of offensive Content

9.1. For the avoidance of doubt,

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

9.3. If you are

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

9.3.2 we shall remove

9.3.3 after we receive notice of

9.3.4 we may re-

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

9.5. You now agree that if any complaint is made

10. 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

You now agree that

10.1. modify, copy, or cause damage

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

10.3. download any part

10.4. collect or use

10.5. collect or use any information obtained

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

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

10.8. use Our Website to hack

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

10.10. make available, upload or distribute by any means any material
” “ ” ’ ’ ’ “

10.11. upload or republish any
,

10.12. hide or remove
;

10.13. share with a
;

10.14. use on Our Website software which assists in:

10.14.1 data mining, extraction or collection;

10.14.2 emulating, phreaking, hacking,
- ;

10.14.3 “framing”, inserting pop-
,

10.14.4 performing any automated operation;

10.15. Despite the above ,
:

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

10.15.2 you may copy the text of any
.

11. Uploading to our servers

11.1. You must not upload to, or store

- 11.2. You may not share, let or - . (-).
- 11.3. You may not upload to , :

 - 11.3.1 pages with banners, graphics or cgi scripts running from . (. ; , - , - , -);
 - 11.3.2 pages with very large graphic archives or galleries;
 - 11.3.3 pages offering download archives or large media distribution (>5GB), . , , , ;
 - 11.3.4 pages running large or busy chat rooms;
 - 11.3.5 pages using more [8] % .

- 11.4. You may not 500 .

12. Storage of data

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

13. Termination

This agreement may be terminated:

13.1. upon either of us giving the other 30 days notice in writing addressed by post to the last known land address or by e-mail

13.1.1 who you are and;

13.1.2 that you have proper authority to cancel and;

13.1.3 the Services you wish to cancel.

13.2. when we terminate it,

13.3. immediately by either party if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets

13.4. Any termination of this agreement by this

13.5. Termination by

:

13.5.1 your right to use the Services immediately ceases;

13.5.2 we are under no obligation

;

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

;

13.7. There shall be no re-imbusement or credit

14. Interruption to Services

14.1. If it is necessary for us to interrupt the Services,

14.2. You acknowledge that the

14.3. You agree that we are not liable

15. Intellectual Property

You agree that at all times you will:

15.1. not to cause or permit

15.2. notify us

;

15.3. indemnify us for any

;

15.4. on the expiry or termination of this

;

15.5. not use any name or mark

;

15.6. so far as concerns software

,

:

15.6.1 copy, or ;

15.6.2 use it ;

15.6.3 give access to it , ;

15.6.4 in any way provide .

15.7. not use .

16. Bandwidth and data storage

16.1. You agree that bandwidth .

16.2. If your bandwidth and :

16.2.1 charge the price currently charged by us for ,
30

16.2.2 if in our opinion your usage puts at risk the continued Services provision to ,

16.3. We assume no responsibility for .

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

16.5. You accept that we cannot .

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

17. Limitation of liability

17.1. The law differs from one

17.2. All implied conditions,

17.3. The [Our Name] website and [Our] “
”
[] :

17.3.1 useful to you;

17.3.2 of satisfactory quality;

17.3.3 fit for a particular purpose;

17.3.4 available or , , ;

17.4. Our Website contains links to other Internet websites. We have neither power nor control over any such .

17.5. We claim no expert knowledge in any subject.

17.6. We accept no responsibility for:

17.6.1 malfunction in any hardware provided by you;

17.6.2 malfunction in any software provided by you;

17.6.3

17.6.4 any firewall provision not specified in the Services;

17.6.5 delivery of material or privacy of any transmission;

17.7.

12

17.8.

[0000].

17.9.

17.9.1 indirect or consequential loss; or

17.9.2

17.10.

17.11.

18. You indemnify us

18.1.

18.2. your breach of this agreement;

18.3.

18.4.

18.5. any content you place on your website;

18.6. any Content you Post to Our Website;

18.7.

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19. Miscellaneous matters

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19.6.4 issue a claim in any court.

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19.9.

19.10.

It shall be deemed to have been delivered:

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19.13.

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19.14.

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19.15.

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19.16.

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Special additional provisions relating only to domain names

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20. Your undertakings

20.1.

20.2.

20.3.

21. Domain name disputes

You acknowledge that:

21.1.

21.2.

21.2.1

21.2.2

21.3.

21.4.

22. Action on your default

22.1.

22.2.

22.3. it is otherwise permitted under these terms and conditions

23. Domain name registration

23.1.

23.2.

23.3.

23.4.

24. Domain name renewal

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:
24.1.
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24.2. /
;
24.3.

25. Domain name transfer in

- 25.1.
:
25.1.1 we will charge for this service;
25.1.2 [5 60]
25.2.

26. Domain name transfer out

- ,
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26.1.
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26.2. /

26.3.

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26.4.

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Explanatory Notes:

Website terms and conditions template: continuous IT service provision

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. Can I make my T&C ?

So you have read the T&C of a very large Internet retailer and you want yours to flow gently instead of being “legal”. As proponents of simple English, we have a lot of sympathy with that. However, the sites who use softer language also have very deep pockets. So if you wanted to sue them, it would be harder for you than if one of

Their T&Cs look casual, but believe us, they will have been drawn by London lawyers. Every word will count. Every important legal point is made without the softer tone. There is no reason in law why you should not take your T&Cs and let the words flow a little. But if

4. 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

5. 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

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 are accurate and friendly. In particular, you may like to change the word “Services” to some word or phrase which describes more exactly what you sell. By all means use the search/replace function in your word processor to change them. For example, if

“

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 been carefully considered in the context of this

3. Basis of contract

Technically, you are both selling services and granting a licence

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

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

4. The price

We have no comment

5. Renewal payments

We have provided for auto renewal of the service provision. In law that provision is void you cannot unilaterally renew a contract. However, if you continue a course of action

The best way to deal with this issue is to provide a warning to a customer/member about four weeks before you take payment, with a copy of

6. Content you contribute or Post to Our Website

Also known as Acceptable Use Policy

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

Of course, anyone who wishes to

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

7. Other restrictions

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

8. About Contributions Posted by you

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

9. Removal of offensive Content

This paragraph is targeted at anyone who is aggrieved at a posting. He may or may

10. Security of Our Website

Your need for this provision also depends

11. Uploading to our servers

This paragraph is relevant only if your business entails client uploading.

12. Storage of data

We have no comment

13. Termination

It is after termination that conflicts

14. Interruption to Services

We have no comment

15. Intellectual Property

Few business managers appreciate just how much IP is owned

16. Bandwidth and data storage

This provision absolves you from any obligation to retain messages or other data.

17. Limitation of liability

Many of these provisions are void against a European consumer.

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

18. You indemnify us

We

19. Miscellaneous matters

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

Special additional provisions relating only to domain names

We do not propose to comment

End of notes