

IN-TCits06

## **Website terms and conditions template: software or app download site**

## 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

### 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,
“Our Website”	means all of the hardware and software installation that
“Post”	means place on or into Our Website any Content or material
“Product”	means any software or other product sold or offered for

## 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. a reference to an act or regulation includes new law of substantially the same
- 2.7. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified, [ [ 0000 ] ].
- 2.8. all money sums mentioned in this agreement are calculated net of GST, which
- 2.9. these terms and conditions apply to all supplies of Products by us. They
- 2.10. 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. When you buy a Product, you are in fact buying a licence to use that Product for [one / ],
  - 3.2. Any continuation of your licence by us or by you after the expiry of one year is a new contract in the terms then shown on our website. Your continued use of our Product / ,
  - 3.3. [Unfortunately, we cannot guarantee that every Product advertised on our website is available. If at any time a Product , ].
  - 3.4. In entering into this contract you have not relied on any representation or information from any source except the .
  - 3.5. You acknowledge that you understand exactly what is included in a Product and you are satisfied that the Product ;
  - 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 Product you want. Your payment does not create a contract.
  - 3.8. We may change this agreement and / or the way we provide a Product, .
    - 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 Products or services in the future, you will do so under .

## 4. The Licence

- 4.1. Subject to the terms of this agreement, we grant to you a limited licence to use a Product for your personal or business use.
- 4.2. The licence is for the specific period for which you have bought it. The licence expires at the end of that period if not renewed. Expiry cannot remove or reduce
- 4.3. If you have bought a single-user licence, you may install and use it on not more [ ]
- 4.4. If you have bought a multi-user licence, you may install and use it on the number of
- 4.5. You may not copy a Product except for the purpose of system maintenance, nor may you transfer

## 5. The price

- 5.1. The price payable for a Product is clearly
- 5.2. The price charged for any Product may differ from one country to another. You may not be entitled to
- 5.3. Prices are inclusive of any applicable
- 5.4. All monies paid by you to us are non-refundable and cancellation and/or termination of this Agreement by you or us at any

## 6. Renewal payments

- 6.1. 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 a Product

- 6.2. At any time before expiry of your subscription, you may use the “My Account” tab on Our Website to access your personal [ ]

OR

- 6.3. You may cancel ongoing provision of a Product at any time on giving us 21 clear days notice, by email through Our Website, or by telephone to any number specified [in Our Website]. Payment will [ ].

- 6.4. 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 [ ]

OR

- 6.5. You agree to pay the [monthly / yearly] licence fee for a Product, from the credit card, information for which you have already, or will have, supplied to us. After that period has expired, you authorise us to arrange withdrawal of funds on this card in payment of your subscription [ / ].

- 6.6. If you have made payment in some way other than by credit card, your subscription will be renewed only if you

- 6.7. We may change the nature or provision of a Product at any time. We may tell you about any

- 6.8. If we change the nature or provision of a Product, you may terminate this contract and we

6.9. If a change we make in the provision of a Product, involves action on your part, and you do not take that

## 7. Foreign taxes, duties and import restrictions

7.1. If you are not in the Republic of India, we have no knowledge of, and

7.2. You are responsible for purchasing a Product which you are lawfully able to import and for the payment of import

## 8. Dissatisfaction with a Product

8.1. [If for any reason you are not completely](#)

30

[OR](#)

8.2. [Our most important task is to ensure your absolute satisfaction. We will always strive to reach](#)

8.3. If you do not follow the procedure for complaints

## 9. Content you Contribute or Post to Our Website

This Para was formerly the Acceptable use policy.

9.1. We may, at our discretion, read, assess,

9.2. You agree that you will not use

:

9.2.1 be malicious or defamatory;

9.2.2 consist in , ;

9.2.3 be software which assists in : , , , ;

9.2.4 be illegal, , , ;

9.2.5 be sexually explicit or pornographic;

9.2.6 promote discrimination or animosity to any person , , , , , ;

9.2.7 be likely to harass, , , , , , ;

9.2.8 be likely to deceive any person or be , , ;

9.2.9 give the impression that it emanates from ;

9.2.10 solicit passwords or personal information from anyone;

9.2.11 be used to sell ;

9.2.12 be used to ;

9.2.13 include anything other than words (i.e. ) ;

9.2.14 be incomplete or ;

9.2.15 request personal information from other users



9.2.16 link to any

## 10. Other restrictions

You agree that you

10.1. to sell or

10.2. in a way which violates the law

10.3. for spamming.

10.3.1 the bulk sending of unsolicited

10.3.2 the use of distribution lists that

10.3.3 excessive and

10.3.4 sending age-inappropriate

18 .

## 11. About Contributions Posted by you

You now confirm that:

11.1. you own all of the Contributions you Post;

11.2. you understand that you are personally responsible for your breach of

11.3. you will immediately notify

11.4. you accept all risk and

11.5. you irrevocably grant to us the right and licence to edit, copy, publish, distribute, translate

11.6. you agree to waive your right to be identified as

1957

57 .

11.7. [\[you now irrevocably authorise us to publish](#)

].

11.8. you now irrevocably release us from any right or

## 12. Removal of offensive Content

12.1. For the avoidance of doubt,

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

12.3. If you are

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

12.3.2 we shall remove

;

12.3.3 after we receive notice of

;

12.3.4 we may re-

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

12.5. You now agree that if any complaint is made

## 13. 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

13.1. modify, copy, or cause damage

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

;

- 13.3. download any part  
;
- 13.4. collect or use  
;
- 13.5. collect or use any information obtained  
;
- 13.6. aggregate, copy or duplicate in any manner any of the  
;
- 13.7. for any purpose use our name, any proprietary information (including images,  
);
- 13.8. use Our Website to hack  
;
- 13.9. make available or upload files that contain software or other material,  
;
- 13.10. make available, upload or distribute by any means any material  
,"  
,"  
;
- 13.11. upload or republish any  
;
- 13.12. hide or remove  
;
- 13.13. share with a  
;
- 13.14. use on Our Website software which assists in:
  - 13.14.1 data mining, extraction or collection;
  - 13.14.2 emulating, phreaking, hacking,  
;
  - 13.14.3 "framing", inserting pop-  
;

13.14.4 performing any automated operation;

13.15. Despite the above ,

:

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

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13.15.2 you may copy the text of any

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## 14. Interruption to our service

14.1. If it is necessary for us to interrupt our service,

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14.2. You acknowledge that our

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14.3.

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## 15. Intellectual Property

15.1.

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15.2.

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15.3.

You agree that at all times you will:

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15.9.1

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15.9.3

15.9.4

## 16. Disclaimers and limitation of liability

16.1.

16.2.

16.3.

16.4.

16.5.

[ “ ] [ ]  
[ ] :

16.5.1 useful to you;

16.5.2 of satisfactory quality;

16.5.3 fit for a particular purpose;

16.5.4 ;

16.6.

16.7.

16.8. We accept no responsibility for:

16.8.1 malfunction in any hardware of yours;

16.8.2 ;

16.8.3 the provision or failure to provide any firewall;

16.9.

:

16.9.1 indirect or consequential loss; or

16.9.2

16.10.

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16.11.

[ 0000 ].

16.12.

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16.13.

## 17. You indemnify us

17.1.

17.2. your breach of this agreement;

17.3.

17.4.

17.5. any Content you Post to Our Website;

17.6.

17.7.



17.8.

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17.9.

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17.10.

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[ 0000 ]

## 18. Miscellaneous matters

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18.6.3 issue a claim in any court.

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18.10.

It shall be deemed to have been delivered:

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# Explanatory Notes:

**Website terms and conditions template: software or app download 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. 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

## 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

<b>We use</b>	<b>you decide to change to</b>
Goods	Products / Dolls / Software / Furniture
Services	SuperHosting / ProAccounting / Our Advisory Service
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

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 licence

Although referred to as T&C, this document is a licence.

## 5. The price

We have no comment

## 6. **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

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

## 7. **Foreign taxes, duties and import restrictions**

If some customers may be from abroad, wash your hands

## 8. **Dissatisfaction with a Product**

If you sell any product which could be returned to you, we advise you to have a written returns policy. This applies

## 9. **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

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

Of course,

We suggest that you edit this paragraph in line

**10. Other restrictions**

This paragraph continues in the vein

**11. About Contributions Posted by you**

These provisions cover the acceptance

**12. Removal of offensive Content**

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

**13. Security of Our Website**

Your need for this provision also depends

**14. Interruption to Service**

We have no comment

**15. Intellectual Property**

Few business managers appreciate just how much IP is owned



**16. Disclaimers and limitation of liability**

We have given you very strong

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

**17. You indemnify us**

We

**18. Miscellaneous matters**

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

**Ends of notes**