

IN-TCmmb02

## **Website terms & conditions template: membership based services**

## Terms and Conditions

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

Our suppliers may also impose additional terms and conditions to which your

[Our Name] is a trade name of [business name], [a company number], whose [ / ] [ ].

### 1. Definitions

In this agreement, the following words shall have the following meanings,

- “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.
- “Post” means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on the Web Site, “ ” “ ” “ ”
- “Services” means all of the services available from Our Website,
- “Our Website” means all of the hardware and software installation that

### 2. Our contract

- 2.1. 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

- 2.2. These terms and conditions regulate the business relationship between you and us. By buying [\[Our Name\]](#) membership or using our
- 2.3. If you use our website, you do so in accordance with these terms. If you are unable to accept
- 2.4. We may change this agreement in any way at any time. The version applicable to your contract is the version which was

### **3. Your account and personal information**

- 3.1. When you visit Our Website, you accept responsibility for all things done by any person in your name or under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe
- 3.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible
- 3.3. You agree to notify us of any changes in your information immediately it occurs. If you do

### **4. Membership**

- 4.1. Our basic service is free of charge. You may use it subject to
- 4.2. Details of the cost and benefits of [\[Our Name\]](#) membership are as set out on Our Website.

- 4.3. At least [\[four\]](#) weeks before expiry of that period we shall send you a message to your last known email address to tell you that your membership is shortly to expire and inviting  
[  
]
- 4.4. At any time before expiry of your membership, you may use the [\["My Account"\]](#) tab on Our Website to access
- 4.5. At expiry of your [\[Our Name\]](#) membership we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and  
[  
]
- 4.6. Termination of this agreement by you or us at any time for any reason will not
- 4.7. You may not transfer your membership
- 4.8. We reserve the right to modify the [\[Our Name\]](#) membership rules or system and to change the terms and conditions of this agreement at any time, without notice. Your continued use of the [\[Our Name\]](#) membership after such modifications shall be deemed an acceptance by you to be bound by the terms of the modified agreement.

## 5. Prices

- 5.1. The price payable for Services that you order is clearly
- 5.2. The price charged for any Service may differ from one country to another. You may not be entitled to
- 5.3. Prices are inclusive of any applicable value added

- 5.4. Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment
- 5.5. Any details given by us in relation to exchange rates are approximate only
- 5.6. You will pay all sums due to us under this Agreement by the means specified without
- 5.7. All monies paid by you to us are non-refundable and cancellation and/or termination of this Agreement by you or us at any
- 5.8. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the

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

- 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

;

6.2.12 be used to

;

6.2.13 include anything other than words (i.e.

)

;

6.2.14 be incomplete or

;

6.2.15 request personal information from other users

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6.2.16 link to any

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## 7. Other restrictions

You agree that you

:

7.1. to sell or

;

7.2. in a way which violates the law

,

;

7.3. for spamming.

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- 7.3.1 the bulk sending of unsolicited ,  
;
- 7.3.2 the use of distribution lists that  
;
- 7.3.3 excessive and repeated -  
;
- 7.3.4 sending age-inappropriate  
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  
, , ,  
;
- 8.3. you will immediately notify  
.
- 8.4. you accept all risk and  
.
- 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 receiving a 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 take the strongest action against you

, 2000 .

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,

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;

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

“

” “

”

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;

;

10.11. upload or republish any

,

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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,

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;

10.14.3 “framing”, inserting pop-

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10.14.4 performing any automated operation;

10.15. Despite the above

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:

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

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10.15.2 copy the text of any page for

## 11. Disclaimers

11.1. This paragraph

11.2. We do not, as a matter of course, read, assess, review or moderate any contribution

11.3. So far as is permitted by [law / ],

11.4. [ “ ” ] [ ]

11.4.1 useful to you;

11.4.2 of satisfactory quality;

11.4.3 fit for a particular purpose;

11.4.4 , , ;

11.5. .

11.6. , , , , .

11.7.

## 12. Duration and termination

12.1.

12.2.

OR

12.3.

12.4.

:

12.4.1 your right to use the Services immediately ceases;

12.4.2

;

12.5.

12.6.

12.7.

## 13. Storage of Data

13.1.

13.2.

13.3.

## 14. Limitation of liability

14.1.

[ 1 , 000 ]

OR

14.2.

12

( )  
.[ 1 , 000 ]

14.3.

14.3.1 indirect or consequential loss; or

14.3.2

14.4. ( ) , ,  
, , .

14.5. .

## 15. Indemnity

,  
:

15.1. ,  
;

15.2. your breach of this agreement;

15.3. your failure to comply with any law;

15.4. , ; ,  
, ;

15.5.

## 16. Miscellaneous matters

16.1. , , ,  
, ,

16.2. .

16.3.

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16.3.1

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16.3.2

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16.3.3

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16.3.4 issue a claim in any court.

16.4.

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16.5.

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16.6.

It shall be deemed to have been delivered:

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24

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16.7.

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16.8.

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16.9.

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16.10.

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# Explanatory Notes:

## Website terms & conditions template: membership based services

### 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. 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 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 at the point of subscription or registration for access. If you do use one it is important that it is not pre-checked.

"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

## **9. 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 law, 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 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**

Service’s                      Exact Match Service

Our Website                      The Find The One 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

At places within this document, we refer to non-defined terms such as ‘membership’. You may wish to change such words

### 2. Our contract

Edit as required, but we expect

### 3. **Your account and personal information**

Edit as required, but we expect

### 4. **Membership**

This section needs to set out what membership is all about and what obligations it places on the

Edit these paragraphs carefully. You may need to add to them to fully reflect

We have provided for auto renewal of the membership contract. In law that provision would be void as 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 ( ),

### 5. **Prices**

If you sell only in the

### 6. **Content you contribute or Post to Our Website**

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

Running a business and a website where the public may interact leaves you wide open to abuse. No matter what

Of course,

We suggest that you edit this

## **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

## **9. Removal of offensive Content**

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

## **10. Security of Our Website**

There is an intentional overlap here with the paragraph on

## **11. Disclaimers**

Disclaimers are not always binding. The law is complicated and much

Depending on your circumstances, paragraph 11 . 2

**12. Duration and termination**

It is after termination that conflicts

**13. Storage of data**

This provision absolves you from any obligation to retain messages or

**14. Limitation of liability**

This is clearly important. The first question must

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

**15. Indemnity**

We advise you to leave this provision in place.

1986and

1969 ( ),

**16. Miscellaneous matters**

Unless you have a good

,

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**End of notes**