

NZ-TCins03

**Website terms template: moderated directory, blog or review 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 [your business name], [a company registered in [ ]], [ ]].

Our address is [address].

You are: Anyone who uses Our Website or

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,

"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 all 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 [ ]].

"Post" means place on or into Our Website any Content or material

"Services" means all of the services available

## 2. Your account and personal information

2.1. When you visit Our Website, you accept responsibility for any action done by any person using your name, 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 that

2.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible

2.3. You agree to notify us of any changes in your information immediately it occurs. If you do

## 3. Inclusion in the Directory

3.1. We may place data in the Directory, or

3.2. Data placed by us is obtained from open sources

3.3. A data subject may edit his

3.4. We may preserve or disclose data placed in

3.4.1 to comply with the law,

3.4.2 to respond to any claim by

3.4.3 to protect the rights of any person;

3.4.4 to disseminate information in the normal course of

## 4. How we handle your data

4.1. Our privacy policy is strong and precise. It complies

4.2. If you Post Content to any public area of Our Website it becomes available in the public domain. We have

4.3. Even if access to your data is behind a user registration, it remains effectively in the public domain because someone has only to register and log

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 Content 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 understand that you are personally responsible for your breach of intellectual property rights, defamation, or any law, which may

4.7. You accept all risk and responsibility for determining whether any Posting is

4.8. Please notify us of any security breach or

4.9. [\[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](#)

].

## 5. Restrictions on what you may Post to Our Website

We invite you to Post 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

5.1. be unlawful,

5.2. consist in

5.3. be obscene,

5.4. be sexually explicit or pornographic;

5.5. be likely to deceive any person or be

5.6. give the impression that it emanates from

5.7. post Content on

5.8. use a Posting to solicit responses

5.9. request or collect passwords or other personal

5.10. be used to sell any goods or services or for any other commercial use not intended by

- 5.11. link to ;
- 5.12. post excessive or - ;
- 5.13. 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, .
- 6.4. inaccurate, false, or misleading information.

## 7. Removal of offensive Content

7.1. For the avoidance of doubt,

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

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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 we receive notice of

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. Our Website: moderated Content

Whatever the age of consent in your country, we are anxious

8.1. Insofar as Content relates to children,

8.2. We do not knowingly

18

8.3. Any person of any age may freely access

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

8.5. Where links are concerned, you may like to

8.6. Filter software may also be useful to you.

8.7. You acknowledge that we are not responsible for Content

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

## 9. Security of Our Website

If you violate Our Website, we shall take

9.1. modify, copy, or cause damage

9.2. link to Our Website in any way that would cause the appearance

9.3. download any part

9.4. collect or use

9.5. collect or use any information obtained

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



9.7. share with a

9.8. Despite the above ,

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

9.8.2 you may copy the text of any .

## 10. Intellectual Property

You agree that at all times you will:

10.1. not do anything which does or

10.2. notify us

10.3. so far as concerns software

10.3.1 ,

10.3.2

10.3.3

10.3.4

10.4.

## 11. Disclaimers and limitation of liability

11.1.

11.2.

11.3.

11.4.

11.5.

11.6.

11.6.1 useful to you;

11.6.2 of satisfactory quality;

11.6.3 fit for a particular purpose;

11.6.4 , , .

11.7. .

11.8. We accept no responsibility for:

11.8.1 ;

11.8.2 , , ;

11.8.3 .

11.9. ,

12 .

Leave next sub paragraph in place too

11.10. , , \$ [ 1 , 000 ].

11.11. :

11.11.1 indirect or consequential loss; or

11.11.2 , ,

11.12. ( , , , , ) , , .



13.3.2

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13.3.3

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13.3.4 issue a claim in any court.

13.4.

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13.5.

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13.6.

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It shall be deemed to have been delivered:

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13.7.

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13.8.

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13.9.

13.10.

## Explanatory Notes:

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

## Paragraph specific notes:

Drafting 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 means use the search/replace function in your word processor to

:

#### **We use**

“Directory”

“Our Website”

#### **You decide to change to**

“Database” / “Business Directory”

“The Excellent Café Guide” / “ ”

But if you do change the defined word, **make sure it applies to every use**

.

Remember too, that when a word or phrase is defined, the defined meaning, capitalised, takes precedence over the

.

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

.

### 2. Your account and personal information

Edit as you require.

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### 3. Inclusion in the Directory

We have no comment. Edit as necessary.

### 4. How we handle your data

It is a question of balance and maybe how your buyers will

.

.

This particular paragraph covers a sensitive issue. You should edit to suit the way you operate your business. You need to provide a balance between

making precise promises which could trip you up

## **5. Restrictions on what you may Post to Our Website**

This and the following four paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, leave messages, and so on, the

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 have provided a vast menu of possibilities, suitable for an international client base. We suggest that you edit this

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

This paragraph continues in the vein of the previous one. As you see, we intend to make clear that certain other activities are prohibited.

## **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

, , .  
, & (  
, ).

## **8. Our Website: moderated content**

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

## **9. Security of Our Website**

There is an intentional overlap here with the paragraph on restrictions

## **10. Intellectual Property**

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

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

The law is complicated and much depends

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

## **12. You indemnify us**

We suggest no edits.

### **13. Miscellaneous matters**

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

**End of notes**