

NZ-TCits03

Website terms and conditions template: on-demand 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 [trade name], a company registered in [], [].

Our address is [address]

GST Registration Number: [number]

You are: Anyone who uses Our Website or

Under 18 years? Sorry, but we deal only with people who are

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our

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,

"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, trade marks, unregistered marks, designs, copyrights,

"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 companies.

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

"Services" means all of the services available from Our Website,

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. the headings to the paragraphs and schedules (if any) to this agreement are inserted
- 2.2. any agreement by either party not to do or omit to do something includes an obligation not to allow some
- 2.3. 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 agreement 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 described on
- 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.

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- 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. Your account and personal information

- 4.1. 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

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

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

5. The price

- 5.1. The prices payable for Services are clearly set
- 5.2. The price charged for any Services may differ from one country to another. You may not be entitled to
- 5.3. Prices are inclusive of any applicable goods and services
- 5.4. If, by mistake, we have under-priced a Service, we will not be liable to supply that Service to you at the
- 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

6. Security of your **[credit card]**

We take care to make Our Website safe

- 6.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will
- 6.2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your

payment details on our systems. These details will be

7. How we handle your Content

7.1. Our privacy policy is strong and precise. It complies fully with the relevant law. [We

[,]
[] .

OR

7.2. If you take part in any [game or competition or as the case may be] involving inter-action with some other person, the

().

7.3. If you Post Content to any public area of Our

7.4. Even if access to your text is behind a user registration it

7.5. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant

7.6. We will use that licence only for commercial

7.7. You agree to waive your right to be identified

1994

7.8. [You now irrevocably authorise us to publish

].

7.9. Posting content of any sort does not change your

7.10. You understand that you are personally responsible for your breach of

7.11. You accept all risk and

7.12. Please notify us

7.13. [We do not solicit ideas or text for improvement of our Service, but if you

[/]].

8. 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

We do not undertake to moderate or check every item Posted, but we

You agree that you will not use or

:

8.1. be unlawful,

;

8.2. be obscene,

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8.3. be sexually explicit or pornographic;

8.4. be likely to deceive any person or be

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;

8.5. use a Posting to solicit responses

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8.6. request or collect passwords or other personal

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;

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

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:

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8.8. include anything other than words (i.e. you
) [

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8.9. facilitate the provision

;

8.10. link to

;

8.11. Send age-inappropriate

18 .

9. Your Posting: restricted content

In connection with the restrictions set out ,

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In addition to the ,
:

9.1. hyperlinks, .

9.2. keywords or words ,
.

9.3. the name,
.

9.4. inaccurate, false, or misleading information.

10. Removal of offensive Content

10.1. For the avoidance of doubt,

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10.2. We are under no obligation to monitor or record the activity of any user
of Our ,
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10.3. If you are ,
:

10.3.1 your claim or complaint must be submitted to us in the form
,
.

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10.3.2 we shall remove ;

10.3.3 after we receive notice of ,
;

10.3.4 we may re-

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

10.5. You now agree that if any complaint is made

11. Security of Our Website

If you violate

You now agree that

11.1. modify, copy, or cause damage

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

11.3. download any part

11.4. collect or use

11.5. collect or use any information obtained

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

11.7. Despite the above

11.7.1 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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11.7.2 you may copy the text of any

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12. Interruption to Services

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

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12.2. You acknowledge that the

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12.3. You agree that we are not liable

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13. Intellectual Property

You agree that at all times you will:

13.1. not to cause or permit

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13.2.

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13.3.

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13.4.

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13.5.1

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13.5.2

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13.5.4

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13.6.

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14. Disclaimers and limitation of liability

14.1.

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14.2.

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14.3.

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14.3.1 useful to you;

14.3.2 of satisfactory quality;

14.3.3 fit for a particular purpose;

14.3.4

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14.4.

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14.5.

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14.5.1

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14.5.2 delivery of Content, material or any message;

14.5.3 privacy of any transmission;

14.5.4

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14.5.8

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14.6.

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14.7.

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14.8.

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14.8.1 indirect or consequential loss; or

14.8.2

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16.2.

16.3.

16.3.1

16.3.2

16.3.3

16.3.4 issue a claim in any court.

16.4.

16.5.

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 and conditions template: on-demand IT service provision

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 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

We use	you decide to change to
“Services”	“Super Game; Pro Poker”; “Jacob’s Personality Test”;
“Our Website”	“The Jones Site” / “

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 what definitions are needed and whether they really

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

This paragraph will be clearer if you have changed “ ”

4. Your account and personal information

Edit as required.

5. The price

We have no comment.

6. Security of your credit card

This paragraph is more for information than contractual commitment. We have included it here because many users ,

For payment you may have various alternatives like

7. How we handle your Content

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

8. Restrictions on what you may Post to Our Website

This and the following three 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

We suggest that you edit this paragraph in line

9. Your Posting: restricted content

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

10. Removal of offensive Content

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

11. Security of Our Website

There is an intentional overlap here with the paragraph on

12. Interruption to Services

We have no comment.

13. Intellectual Property

Few business managers appreciate just how much IP is owned

14. Disclaimers and limitation of liability

The law is complicated and much depends on the facts of

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

15. You indemnify us

We suggest no edits.

16. Miscellaneous matters

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

End of notes