

NZ-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 [trade name], a company registered in [], [].

Our address is [address]

GST Registration Number: [number]

You are: Anyone who uses Our Website

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

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, , , , , .
“Licence”	means a licence granted by us to you in the terms of .
“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
"Product"	means any software or other product sold or offered for
"Services"	means all of the services available from 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 either 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. these terms and conditions apply to all supplies of Products by us. They
- 2.8. 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 under the terms then Posted 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. Your account and personal information

- 5.1. 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
- 5.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible

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

6. The price

- 6.1. The price payable for a Product is clearly
- 6.2. The price charged for any Product may differ from one country to another. You may not be entitled to
- 6.3. The price of a Product may be changed by us at any time. We will never change a price so as to affect
- 6.4. Prices are inclusive of any applicable goods and services
- 6.5. All monies paid by you to us are non-refundable and cancellation and/or termination of this agreement by you or us at any

7. Renewal payments

- 7.1. 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 your Licence to use a Product
- 7.2. 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
- 7.3. At expiry of your [Our Name] Licence we shall automatically take payment from

[]

OR

- 7.4. You agree to pay the [monthly / yearly] licence fee for a Product, from the credit card, information for which you have already,

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[/].

- 7.5. If you have made payment in some way other than

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- 7.6. If we change the nature or provision of ,

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- 7.7. If a change we make in the provision of a Product,

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8. Foreign taxes, duties and import restrictions

- 8.1. If you are not in New Zealand, ,

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- 8.2. You are responsible for purchasing a Product which you

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9. Security of your [credit card]

We take care

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- 9.1. Card payments are not processed through pages controlled by us.

- 9.2. If you have asked us to remember your credit card details in readiness for your next purchase

10. Dissatisfaction with a Product

These provisions apply in the event (

- 10.1. If for any reason you are not completely happy [30]

OR

- 10.2. Our most important task is to ensure your absolute satisfaction. We will always strive to reach

- 10.3. So far :

10.3.1 with both Product and ;

10.3.2 securely wrapped;

10.3.3 including our delivery slip;

10.3.4 at your risk and cost.

- 10.4. If you do not follow the procedure for complaints

11. How we handle your Content

- 11.1. Our privacy policy is

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

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

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

11.5. We will use that licence only for commercial

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

1994

11.7. [You now irrevocably authorise us to publish

].

11.8. Posting content of any sort does not change your

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

11.10. You accept all risk and

11.11. Please notify us

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

[/]].

12. 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

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

You agree that you will not use or

:

12.1. be unlawful,

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12.2. consist in

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12.3. be obscene,

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12.4. be sexually explicit or pornographic;

12.5. be likely to deceive any person or be

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12.6. request or collect passwords or other personal

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

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12.8. include anything other than words (i.e.
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12.9. facilitate the provision
;

12.10. link to ;

12.11. Post excessive or -
;

12.12. sending age-inappropriate
18 .

13. Your Posting: restricted content

In connection with the restrictions set out ,

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In addition to the ,
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13.1. hyperlinks, ;

13.2. keywords or words ,
.

13.3. the name, logo or
.

13.4. inaccurate, false, or misleading information.

14. Removal of offensive Content

14.1. For the avoidance of doubt,

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

14.3. If you are

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

14.3.2 we shall remove

14.3.3 after we receive notice of

14.3.4 we may re-

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

14.5. You now agree that if any complaint is made

15. Security of Our Website

If you violate

You now agree that

15.1. modify, copy, or cause damage

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

- ;
- 15.3. download any part ,
- ;
- 15.4. collect or use , , ;
- 15.5. collect or use any information obtained
- ;
- 15.6. aggregate, copy or duplicate in any manner any of the ,
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- 15.7. ,
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- 15.7.1
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- 15.7.2
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16. Interruption to our Service

- 16.1. ,
- .
- 16.2. .

16.3.

17. Intellectual Property

17.1.

17.2.

[illegible]

17.3.

You agree that at all times you will:

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18. Disclaimers and limitation of liability

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18.5.1 useful to you;

18.5.2 of satisfactory quality;

18.5.3 fit for a particular purpose;

18.5.4

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18.6.

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18.7. .

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18.8. We accept no responsibility for:

18.8.1 malfunction in any hardware of yours;

18.8.2

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18.8.3 the provision or failure to provide any firewall;

18.9.

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18.9.1 indirect or consequential loss; or

18.9.2 ,

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18.10.

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18.11.

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18.12. () , ,

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18.13.

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19. You indemnify us

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19.1.

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19.2. your breach of this agreement;

19.3.

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19.4.

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20. Miscellaneous matters

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20.5.3 issue a claim in any court.

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20.9.

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It shall be deemed to have been delivered:

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20.10.

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20.12.

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20.14.

Explanatory Notes:

Website terms and conditions template: software or app download 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 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

“Product”

“Our Website”

you decide

“Games” / “ ” /

“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 agreement and has been included for

3. Basis of contract

Technically, you are both selling products and granting a licence for use of your product or

It is important to make clear when the contract comes into effect. Without specifying, your website will be regarded as an offer and payment by your customer as

4. The Licence

Although referred to as T&C, this document is a licence. You must tell the buyer of

5. Your account and personal information

Edit as required.

6. The price

We have no comment.

7. 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

8. Foreign taxes, duties and import restrictions

If some customers may be from abroad, wash your hands

9. Security of your credit card

This short paragraph is intended primarily to re-assure your customer that you are careful with his money.

For payment you may have various alternatives like

10. 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 to software sent in a hard medium, such as a DVD as well as to goods such as hard copy books. You could

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In this paragraph you may add more flexible terms regarding returns and refunds. The law allows

11. 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

12. 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

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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

Of course,

We suggest that you edit this paragraph in line

13. Your Posting: restricted content

This paragraph continues in the vein

14. Removal of offensive Content

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

15. Security of Our Website

There is an intentional overlap here with the paragraph on

16. Interruption to Service

We have no comment

17. Intellectual Property

Few business managers appreciate just how much IP is owned

18. 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

19. You indemnify us

We suggest no edits.

20. Miscellaneous matters

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

Ends of Notes