

NZ-TCmmb01

Website terms and conditions template: member services for businesses

Terms and Conditions

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

[Our Name] is a trade name of [business name], [a company number incorporated in New Zealand, [/]].

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

It is now agreed as follows:

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, , , .
“[Our name] Membership”	means any service we provide, whether through Our Website or otherwise. It includes the membership service we provide
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on Our Website, " " " "
“Services”	means all of the services available from Our Website, .
“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 []
].

2. Our contract

2.1. These terms and conditions regulate the business relationship between you and us. By buying [Our Name] Membership or using Our

2.2. We do not offer the Services in all countries. We may refuse to provide the Services if

2.3. In entering into this contract you have not relied on any representation or information from any source except the

2.4. Subject to these terms and conditions, we agree to provide to you some or all of the Services described on

2.5. 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 under the terms then posted on Our Website.

2.6. The contract between us comes into existence when we receive

OR

2.7. 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.

2.8. If we give you free access to a Service or feature on Our Website which is normally a charged feature, and that Service or feature is usually subject

- 2.9. 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 any action 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. Purchase of [Our Name] Membership entitles you to [details of].

OR

- 4.2. Details of the cost and benefits of [Our Name] Membership are as set

- 4.3. Payment for a [Our Name] Membership is for [one year / a fixed period of time]. 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

[]

- 4.4. At any time before expiry of your [Our Name] Membership, you may use the ["My Account"] tab on Our Website to

- 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 [\[Our name\]](#)
- 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

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 goods and services
- 5.4. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in
- 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 a Service, we will not be liable to supply that Service to you at the

6. Restrictions on what you may Post to Our Website

- 6.1. We may, at our discretion, read, assess, review or moderate any Content Posted on Our Website. If we

- 6.2. You agree that you will not use

:

- 6.2.1 be malicious or defamatory;

- 6.2.2 consist in , ;

- 6.2.3 be obscene, offensive, threatening or violent;

- 6.2.4 be sexually explicit or pornographic;

- 6.2.5 be likely to deceive any person or be , ;

- 6.2.6 give the impression that it emanates from ;

- 6.2.7 solicit passwords or personal information from anyone;

- 6.2.8 be used to sell ;

- 6.2.9 include anything other than words (i.e.)

;

6.2.10 request personal information from other users

;

6.2.11 link to any ,

;

6.2.12 Post excessive or -

;

6.2.13 sending age-inappropriate 18 .

7. Your Posting: restricted content

In connection with the restrictions set out ,

.

In addition to the ,
:

7.1. hyperlinks, .

7.2. keywords or words ,
.

7.3. the name, logo or .

7.4. inaccurate, false, or misleading information.

8. How we handle your Content

8.1. Our privacy policy is .
.

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

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

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

8.5. We will use that licence only for commercial

8.6. You agree to waive your right to be identified

1994

8.7. [You now irrevocably authorise us to publish

].

8.8. Posting content of any sort does not change your

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

8.10. You accept all risk and

8.11. Please notify us

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

[/]].

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

,

-

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,

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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 we receive 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

If you violate

.

You now agree that _____ ,
_____ :

10.1. modify, copy, or cause damage
_____ ,
_____ ;

10.2. link to Our Website 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. share with a
_____ ;

10.9. despite the above _____ ,
_____ :

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

_____ , _____ , _____ ,
_____ .
_____ .

10.9.2 you may copy the text of any

11. Disclaimers

11.1. The law differs from one

11.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction

11.3. The [Our Name] Website and [Our]

11.3.1 useful to you;

11.3.2 of satisfactory quality;

11.3.3 fit for a particular purpose;

11.3.4

11.4.

11.5.

11.6.

11.7.

12. Duration and termination

12.1.

OR

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. Interruption to Services

14.1.

14.2.

14.3.

15. Limitation of liability

15.1. ,
,
,
,
\$ [1 , 000] .

OR

15.2. ,
,
,
,
12 ()
\$[1 , 000] .

15.3. ,
:

15.3.1 indirect or consequential loss; or

15.3.2 ,
, .

15.4. ()
, ,
.

15.5. .

16. Indemnity

,
:
:

16.1. ,
;

16.2. your breach of this agreement;

16.3. your failure to comply with any law;

16.4. , ;

16.5.

17. Miscellaneous matters

17.1.

, ,

· ,

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17.2.

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17.3.

, :

17.3.1

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17.3.2

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17.3.3

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17.3.4 issue a claim in any court.

17.4.

·

17.5.

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17.6.

It shall be deemed to have been delivered:

;

72

24

[

]

17.7.

17.8.

17.9.

, []

17.10.

Explanatory Notes:

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Paragraph Specific Notes:

Drafting notes, using the document paragraph numbers:

1. Definitions

Every business is different, not only in terms of the product or service being offered, but also the processes. The defined terms that

By all means use the search and replace function in your word processor to change them, either to other general adjectives, or to

We use

You might decide to change to

“Services”

“Membership Services”

“Our Website”

“The Business Research Website”/ “

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

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

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 of taking payment (for example, about four weeks before the subscription ends), warning that the subscription

5. Prices

If you sell only in New Zealand, some of these provisions may

6. 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

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 a diverse client base. We suggest that you edit this

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

It is a question of

This particular paragraph covers a sensitive issue. You should edit to suit the way you operate .

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

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. **Interruption to Services**

We suggest you leave these provisions in place.

15. **Limitation of liability**

This is clearly important. The first question must

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

16. Indemnity

We suggest no edits.

17. Miscellaneous matters

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

End of notes