Website terms and conditions template: news, wiki or community site; free-to-access model

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as well as reading the notes at the end of the template. If you \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare .
Your website is likely also to require a privacy policy. We offer this document for free at https://www.netlawman.co.uk/d/website-privacy-policy .
The template for the terms and conditions starts on the next page. Drafting notes commenting on each

Terms and Conditions

These terms and conditions are the contract between you and [Our Name] ("us", "we", etc). By visiting ••••••••••••••••••••••••••••••••••••					
They a	are based on a set writte	en by Net Lawman and released under licence.			
	are [your business nam	ne], [a company registered in [country], number [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■			
You a	re: Anyone who uses O	ur Website.			
Please ■ ■ ■	e read this agreement ca	arefully and save it. If you do not agree with ■ ■ ■ , ■			
These	e 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, 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 \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare

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

- 2.4. 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

- 3.2. In entering into this contract you have not relied on any representation or information from any source except the
- 3.3. Subject to these terms and conditions, we agree to provide to you some or
- 3.4. So far as we allow use of our Intellectual Property, we grant a licence to you,

		3.5.1	the change will take effect when we Post ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		3.5.2	you agree to be bound by any changes. If you do not agree to be bound by them,
4.	You	ır acco	ount and personal information
	4.1.	done b should confide	you visit Our Website, you accept responsibility for any action by any person using your name, account or password. You take all necessary steps to ensure that the password is kept ential and secure and should inform us immediately if you have ason to believe that
	4.2.	_	gree that you have provided accurate, up to date, and complete ation about yourself. We are not responsible
	4.3.		gree to notify us of any changes in your information immediately rs. If you do
5.	Hov	v we h	andle your Content
	5.1.	•	ivacy policy is strong and precise. It complies fully with the Data tion Act 2018
	5.2.	•	Post Content to any public area of Our Website it becomes ble in the public domain. We have no
	5.3.	effectiv	f access to your data is behind a user registration, it remains vely in the public domain because someone has only to register

We may change this agreement and / or the way we provide the

3.5.

	5.4.	Posting Content does not change your ownership of the copyright in it. We have no claim over
	5.5.	You understand that you are personally responsible for your breach of intellectual property rights, defamation, or any law, which may ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	5.6.	You accept all risk and
	5.7.	Please notify us • • • • • • • • • • • • • • • • • •
6.	Res	strictions on what you may Post to Our Website
		nvite you to Post Content to Our Website in several ways and for different oses. We
	• • •	
	•.	
	We c	lo not undertake to moderate or check every item Posted, but we
		agree that you will not use or
	6.1.	be unlawful, •••••;
	6.2.	consist in • • • • • • • , • • • • • • • • • • •
	6.3.	be obscene, ••••, ••••, ••••, ••••;
	6.4.	be sexually explicit or pornographic;
	6.5.	be likely to deceive any person or be
		,,

	6.6.	give the impression that it emanates from ••••••••••••••••••••••••••••••••••••
	6.7.	post Content on
	6.8.	request or collect passwords or other personal • • • • • • • • • • • • • • • • • • •
	6.9.	be used to sell any goods or services or for any other commercial use not intended by
	6.10.	facilitate the provision • • • • • • • • • • • • • • • • • • •
	6.11.	link to = = = = = = = = = = = = = = = = = =
	6.12.	send age-inappropriate • • • • • • • • • • • • • • • • • • •
7.	You	r Posting: restricted content
	In con	nnection with the restrictions set out
		dition to the = = = = = = = = = = = = = , = = = = =
	7.1.	hyperlinks, ••••••;
	7.2.	keywords or words \blacksquare
	7.3.	the name, logo or
	7.4.	inaccurate, false, or misleading information.

8.	Removal	Ωf	offensi	ive (ontent
U.	Nelliovai	OI.	OHEHS	IVEL	<i>-</i> Ullell

8.1.	For the	avoidance of doubt,
8.2.	We are of Our	under no obligation to monitor or record the activity of any user
8.3.	If you a ■ ■ :	re = = = = = = = = = = = , = = = = = = =
	8.3.1	your claim or complaint must be submitted to us in the form ,
	8.3.2	we shall remove • • • • • • • • • • • • • • • • • • •
	8.3.3	after we receive notice of •••••••••••••••••••••••••••••••••••
	8.3.4	we may re-
8.4.		ect of any complaint made by you or any person on your behalf,
8.5.	••••	w agree that if any complaint is made
Seci	urity o	of Our Website
9.1.	If you v	iolate

9.2.		w agree that •••••••:
	9.2.1	modify, copy, or cause damage
	9.2.2	link to Our Website in any way that would cause the appearance
	9.2.3	download any part • • • • • • • • • • • • • • • • • • •
	9.2.4	collect or use any information obtained • • • • • • • • • • • • • • • • • • •
	9.2.5	aggregate, copy or duplicate in any manner any of the
	9.2.6	share with a ••••• ;
9.3.	Despite	e the above = = = , = = = = = = = = = = = = = = =
	9.3.1	create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific
	9.3.2	you may copy the text of any

10. Storage of data

11.

12.

Otol	age of data
10.1.	We may, from time to time, set a limit on the number of messages you
10.2.	We assume no responsibility for •••••••••••••••••••••••••••••••••••
10.3.	You accept that we cannot • • • • • • • • • • • • • • • • • • •
10.4.	We maintain reasonable procedures for general backup of data for our own purposes
Inte	rruption to Services
11.1.	If it is necessary for us to interrupt the Services,
11.2.	You acknowledge that the
11.3.	You agree that we are not liable • • • • • • • • • • • • • • • • • • •
Terr	mination
12.1.	We may terminate this agreement at any time,
12 2	Termination by
14.4.	:

12.2.1 your right to use the Services immediately ceases;

		■ ■ ;									
13.	Intellect	tual Pro	perty								
	You agree	that at all t	imes you	ı will:							
	13.1.								• • •	•	
	13.2. ■ ■	;		••••	••••	••••		•••	• • •		•
	13.3.										•
	13.3	3.1	, 			••••	••••	•••	• •	••	
	13.3	3.2					•••	•••		• • •	•
	13.3	3.3									•
	13.3	3.4 								• • •	•
	13.4. ■ ■		••••					• • • ·			•
14.	Disclain	ners an	d limit	ation	of lial	bility					
	14.1. = = = .		••••			••••		• • •	• • . • • •	••	•
	14.2. ■ ■			, ■ ■ ■	••••	••••					•
	14.3.				::::			• • •	• • . • • •	::	• •

12.2.2 we are under no obligation $\blacksquare \blacksquare \blacksquare$

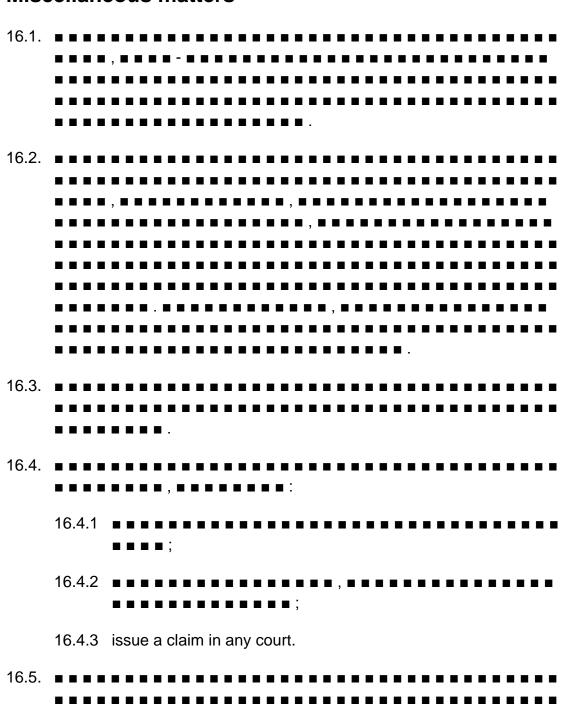
...........

14.4.		
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14.5.		
		,
	••••	
14.6.	••••	
	14.6.1	useful to you;
	14.6.2	of satisfactory quality;
	14.6.3	fit for a particular purpose;
	14.6.4	••.
14.7.	••••	
	■.	
14.8.	We acc	cept no responsibility for:
	14.8.1	privacy of any transmission;
	14.8.2	•••••
	14.8.3	
	14.8.4	

;
14.9.
Leave next sub paragraph in place too
14.10.
,
14.11.
14.11.1 indirect or consequential loss; or
14.11.2
14.12.
,,,(,
You indemnify us
15.1.
15.2. your breach of this agreement;
15.3.
15.4.

15.5.	••••	••••	••••	••••	 ••••		••••	
15.6.		 ••••			 			
		••••				••••	■ エ [100

16. Miscellaneous matters



16.6.	•••••			•••••	•••••
16.7.					
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		72		;	:
16.8.					
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			•••••		
16.9.					
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				•,••••• •••••	•••••
16.10.					

16.11. The validity, construction and performance of this agreement shall be governed by the laws of [England and Wales / Scotland / Northern Ireland] and you agree that any dispute arising from it shall be litigated only in that country.

Explanatory notes:

Website terms and conditions template: news, wiki or community site; free-to-access model

General notes

 The most important elements of data to consider are personal data and any You may find full list at: https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulationgdpr/ https://ico.org.uk/for-organisations/guide-to-the-general-data-protection- ■ ■ ■ - ■ ■ We have drawn this terms and conditions document on the assumption that you would make practical changes on your website and use an updated privacy notice. Paragraph specific notes: Notes numbering refers to paragraph numbers. **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 "Services" "===="/"======" "Our Website" "The Tech = = = = = = = " / " = = = = But if you do change the defined word, make Remember too, that when a word or phrase is defined, the defined ■ ■ ■ , ■ You should first decide on the contents of the document, then return to check

	Leave these items in place unless there is a good reason to edit
3.	Basis of contract
	Technically, you are granting a licence for use of
	Edit these paragraphs as appropriate.
4.	Your account and personal information
	Edit as you require.
5.	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
6.	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 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
7.	Your Posting: restricted content
	This paragraph continues in the vein of the previous one. As you \blacksquare \blacksquare \blacksquare , \blacksquare
8.	Removal of offensive Content
	This paragraph is targeted at anyone who is aggrieved by your site content. He may or may not be one
	&(,).
9.	Security of Our Website
	There is an intentional overlap here with the paragraph on
10.	Storage of data
	This provision absolves you from any obligation to retain messages or ■ ■ ■

We suggest you leave these provisions in place.

Interruption to Services

12.	Termination
	Leave this paragraph in place.
13.	Intellectual Property
	Few business managers appreciate just how much IP is owned by the ■ ■ ■
14.	Disclaimers and limitation of liability
	Some of these provisions may be void ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	The law is complicated and much depends
	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 ■ ■ ■ ■ ■ ■
	Rights of Third Parties Act - • • • • • • • • • • • • • • • • • •

End of notes