

UK-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,

[REDACTED]

[REDACTED],

[REDACTED].

We are [trade name], a company registered in [■ ■ ■ ■], ■ ■ ■ ■ [■ ■ ■ ■ ■ ■ ■ ■ ■].

Our address is [address]

VAT Registration Number: [Number]

You are: Anyone who uses Our Website ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

[illegible]

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:

- ■
- , ■■■■ , ■■■■■■■■■■■■■■ . ■■■■■■■■
- .

[illegible][illegible]

“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:

- [illegible]

3. Basis of Contract

- [illegible]

OR

- [illegible]

4. The Licence

- [illegible]

5. Your account and personal information

- [illegible]

6. The price

- [illegible]

7. Cancellation and refunds

[illegible]

- [illegible]

8. Liability for subsequent defects

- 8.1. Please check the Product received from us immediately you [download it](#) / ■■■■■■■■■■ / ■■■■■■■■■■].
- 8.2. If you find an error or defect in the Product, you must tell ■■■■■■■■■■ ■■■■■■■■■■ [■■■■■].
- 8.3. The procedure to report an error or ■■■■■■■■■■ :
 - 8.3.1 you must report to us as soon as any defect is discovered but not ■■■■■■■■■■ ■■.
 - 8.3.2 before you report to us, please carefully re read the [\[manual, processor requirements, system compatibility\]](#) ■■■■■■■■■■ ■■■■■■■■■■ ■■■■.
 - 8.3.3 please tell us clearly what is the fault you complain of, when it first became apparent or arises, ■■■■■■■■■■ ■■■■■■■■■■.
- 8.4. If we agree that the Product is faulty, ■■■■■■■■■■ :
 - 8.4.1 fix the issue within [\[3\]](#) days and immediately send ■■■■■■■■■■ ■■■■■■■■■■, ■■■■
 - 8.4.2 refund the full cost you have paid.

9. Renewal payments

- [illegible]

15. Your Posting: restricted content

[illegible][illegible]

- [illegible]

16. Removal of offensive Content

- [illegible]

- 20.2.** All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction _____ , _____ , _____ , _____ , _____ .
- 20.3.** We make no _____ :
20.3.1 the data security of the Product,
20.3.2 availability or _____ , _____ , _____ ;
20.3.3 malfunction in any hardware of yours;
20.3.4 malfunction in any Product provided by _____ ;
20.3.5 the provision or failure to provide any firewall;
- 20.4.** We claim no expert knowledge in any subject. _____ .
- 20.5.** You agree that in any circumstances when we may become liable _____ , _____ 12 _____ .
- 20.6.** We shall not be _____ :
20.6.1 indirect or consequential loss; or
20.6.2 economic loss or other loss of turnover, _____ , _____ .
- 20.7.** _____ (_____) _____ , _____ , _____ , _____ , _____ (_____) _____ (_____) _____ 1999 / _____ (_____) (_____) _____ 2017 , _____ .

[illegible]

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- [REDACTED]
[REDACTED], [REDACTED] [REDACTED]
[REDACTED]

AND

- [REDACTED]
[REDACTED]

AND

- [REDACTED]
[REDACTED]

Option 2

Request for immediate download

[REDACTED] / [REDACTED]
[REDACTED]
[REDACTED] [REDACTED].

[REDACTED] / [REDACTED]
[REDACTED]
[REDACTED].

[REDACTED] / [REDACTED]. [REDACTED] / [REDACTED]
[REDACTED]
[REDACTED].

[REDACTED]
[REDACTED].

Instructed on [date]

[REDACTED]: [REDACTED]
[REDACTED]

Address: [enter your address]

[REDACTED]: [REDACTED])

Date: [date]

Explanatory notes:

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General notes

1. About the Consumer Contracts (ICAC) Regulations 2013

For a business which deals with digital contents, the Regulations are quite complicated. Their application precisely depends on the medium of product. We have written a number of [articles explaining each point](#).

[illegible]

The main provisions which affect your business are first, provision of information relating to products and your identity; ■■■■■■ , ■■■■■■
■■■■■.

The required information is explained fully in our article “[Information requirements for Distance Contract](#)”. Here is a short version:

- [illegible]

Next, we will tell you about the ■■■■■■.

“Games” / “ ■ ■ ■ ■ ” /

“The Jones Site” / “■■■■■■■■”

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 ■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

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

[illegible]

It is important to make clear when the contract comes into effect. Without specifying, your website will be

[illegible][illegible]

We have no comment.

If you sell only to businesses and _____
_____.

[illegible]

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

[illegible]

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 the ■■■■, ■■■■■■
■■■■■■■. ■■■■■■■■■■■■■■■■■■■■■■.

[illegible]

We have provided a sensible set of terms. However, the law everywhere provides that if you sell defective products or services you are

[illegible][illegible]

[illegible][illegible][illegible]

We suggest no edits.

[illegible]

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Ends of notes