Website terms and conditions template: member services for businesses

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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

	e terms and conditions are the etc). By visiting	e contract between you and [Our Name] ("us",
They	are based on a set written by	Net Lawman and released under licence. ■ ■ ■ ■
	e are [your business name], [a	company registered in [country], number [■ ■ ■
You a	are: Anyone who uses Our We	ebsite.
Pleas	e read this agreement careful	ly and save it. If you do not agree with ■ ■ ■ , ■
It is n	ow agreed as follows:	
1.	Definitions	
	In this agreement, the follow	ing 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"

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
0.0	******
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.	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 .
You	r 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
Men	nbership
4.1.	Purchase of [Our Name] Membership entitles you to [details of $\blacksquare \blacksquare \blacksquare$
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
Pric	es
5.1.	The price payable for Services that you order is clearly \blacksquare
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 value added • • • • • • • • • • • • • • • • • •
5.4.	Bank charges by the receiving bank on payments to us • • • • • •

	5.5.	Any de	tails given by us in ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
	5.6.	You wil	Il pay all sums due to • • • • • • • • • • • • • • • • • •
	5.7.	All mor	nies paid by you to us are non-refundable and
	5.8.		nistake, we have under-priced a Service,
6.	Res	trictio	ns on what you may Post to Our Website
	6.1.	We ma	y, at our discretion, read, assess,
	6.2.	You ag	ree 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 • • • • • • • • • • • • • • • • • • •

6.2.8 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.			6.2.7	solicit passwords or personal information from anyone;
6.2.10 request personal information from other users 6.2.11 link to any 6.2.12 Post excessive or 7. Your Posting: restricted content In connection with the restrictions set out 1 n addition to the 1 n addit			6.2.8	
6.2.11 link to any 6.2.12 Post excessive or 6.2.13 sending age-inappropriate In connection with the restrictions set out In addition to the 1. The property of the set of the se			6.2.9	include anything other than words (i.e. • • • • • • • • • • • • • • • • • •
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				;
6.2.12 Post excessive or			6.2.10	request personal information from other users
6.2.13 sending age-inappropriate [18]. 7. Your Posting: restricted content In connection with the restrictions set out [18]. In addition to the [18]. 7.1. hyperlinks, [18].			6.2.11	link to any •••••••••••••••••••••••••••••••••••
7. Your Posting: restricted content In connection with the restrictions set out , , , , , , , , , , , , , , , , , ,			6.2.12	
In connection with the restrictions set out • • • • • • • • • • • • • • • • • • •			6.2.13	sending age-inappropriate • • • • • • • • • • • • • • • • • • •
In addition to the	7.	You	ır Post	ting: restricted content
In addition to the second seco		In cor	nnection	with the restrictions set out \blacksquare \blacksquare \blacksquare , \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
7.1. hyperlinks, •••••; 7.2. keywords or words •••• •••••• 7.3. the name, logo or •••••• •••••••••••••••••••••••••••		•••		••••
7.2. keywords or words,,7.3. the name, logo or				the = = = = = = = = = = = = , = = = = = =
7.3. the name, logo or = = = = = = = = = = = = = = = = = =		7.1.	hyperlir	nks, ••••••;
		7.2.	-	
7.4. inaccurate, false, or misleading information.		7.3.	the nar	me, logo or = = = = = = = = = = = = = = = = = =
		7.4.	inaccur	rate, false, or misleading information.

How we han	dle your Content
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8.1.	Our privacy policy is strong and precise.
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.	Posting content of any sort does not change your
8.5.	You understand that you are personally responsible for your breach of
8.6.	You accept all risk and
8.7.	Please notify us = = = = = = = = = = = = = = = = = =
Rem	oval 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

	9.3.	If you a ■ ■ :	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.	-	ect of any complaint made by you or any person on your behalf,
	9.5.		ow agree that if any complaint is made • • • • • • • • • • • • • • • • • • •
10.	Sec	urity o	of Our Website
	10.1.	If you \	/iolate
	10.2.	You no	ow agree that •••••••:
		10.2.1	modify, copy, or cause damage
		10.2.2	link to Our Website in any way that would cause the appearance
			,

	10.2.3	
	10.2.4	collect or use • • • • • • • • • • • • • • • • • • •
	10.2.5	collect or use any information obtained • • • • • • • • • • • • • • • • • • •
	10.2.6	aggregate, copy or duplicate in any manner any of the , , , , , , , , , , , , ,
	10.2.7	for any purpose use our name, any proprietary information (including images, ••••, •••••)
	10.2.8	share with a = = = = = = = = = = = = = = = = = =
10.3.	•	e the above • • • • , • • • • • • • • • • • • • •
	10.3.1	create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific
	10.3.2	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

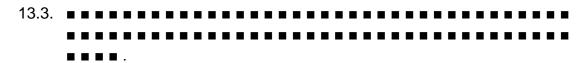
12.1.	,
OR	
12.2.	
OR	
12.3.	
12.4.	: 12.4.1 your right to use the Services immediately ceases; 12.4.2
12.5.	
12.6.	
12.7.	,,



13. Storage of data







14. Interruption to Services







15. Limitation of liability



OR						
15.2.						
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	15.3.2				• • • • • •	■ ■ , ■ ■ 1
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15.5.					• • • • • •	• • • • •

16. Indemnity

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10.1.	
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16.2.	your breach of this agreement;
16.3.	your failure to comply with any law;
16.4.	,,

17. Miscellaneous matters

17.1.	••••						••		 	•	•					ı
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	17.3.3	issue	a clain	n in ai	ny co	urt.										
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It shall be deemed to have been delivered:	lt	shall h	e de	emed t	o ha	ive be	en del	ivered:
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17.8.									
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17.9.									
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17.10.			.,						
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Explanatory notes:

Website terms and conditions template: member services for businesses

General notes:

What you need to do to comply with the Data Protection Act 2018
The Act applies to all personal data you collect, use or store. The scope
We have drawn a comprehensive privacy notice. It reassures your website visitors that you take their privacy seriously. More importantly, your adopting it will prompt you to make whatever changes are necessary in your day to day business. You can download it at https://www.netlawman.co.uk/d/website-privacy-policy
For this terms and conditions document, you do not have to explain to customers that you comply with law - any more than you would tell them you comply with any other law.
Nonetheless, if a customer or client takes the trouble to read this T&C document, the reason is probably because they seek re-assurance. For that reason, and not for any legal reason, we have included a few points of information. There is no reason why you should not do so too. If you do, we strongly advise to keep • • • • • • • • • • • • • • • • • •
As a vastly reduced summary, the important areas of the ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
 you do not have a provision where you are assuming implied consent of customer to use his information ;
 if you allow a user to post information to your website, you may not process, edit or change that information without express consent, if such ■ ■ ■ ■ ■ ■
Until now, you could simply ask for a tick to a box indicating that your customer or client has read your T&C. That is no longer good enough. You need

•	•	elements of data to consider are personal data and any at to use
You m	nay find full list at:	
https:/ gdpr/	//ico.org.uk/for-organ	isations/guide-to-the-general-data-protection-regulation-
would		and conditions document on the assumption that you nges on your website and use an updated privacy notice.
Para	agraph speci	fic notes:
Notes	numbering refers to	paragraph numbers.
1.	Definitions	
	•	ifferent, not only in terms of the product or service being processes. The defined terms that
	•	ne search and replace function in your word processor to r to other general adjectives, or to •••••••••••••••••••••••••••••••••
	We use	You might decide = = = = = = = = = =
	"Services"	"Membership Services"
	"Our Website"	"The Business Research Website"/ " ■ ■ ■ ■ ■ ■ ■ "
	But if you do chang	e the defined word, make sure it applies to every use
	Remember too, that	t when a word or phrase is defined, the defined $\blacksquare \blacksquare \blacksquare$, \blacksquare
	You should first dec	cide on the contents of the document, then return to check
	•	s document, we refer to non-defined terms such as may wish to change such words ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

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 the UK, 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
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 a diverse client base. We suggest that you edit this E E E E E E E E E E E E E E
Your Posting: restricted content
This paragraph continues in the vein of the previous one. As you see, we intend to make clear that certain other activities are prohibited.
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

9.	Removal of offensive Content
	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 depends on the facts of
	Depending on your circumstances, paragraph 11 . 2 • • • • • • • • • • • • • • • • • •
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 other

 2018
Interruption to Services
We suggest you leave these provisions in place.
Limitation of liability
This is clearly important. The first question must
You will see that we have also included in the provision for ■ ■ ■ ■ ■ ■ ■
Indemnity
We suggest no edits.
Miscellaneous matters
A number of special points we have identified each of these as important

15.

16.

17.

,
•••
Email communications are usually binding in the UK, but may not be, ■ ■ ■
Rights of Third Parties Act

End of notes