

ZA-TCmkt14

Website terms and conditions template: marketplace for services; buyer side

Terms and Conditions applicable to a buyer of []

These terms and conditions are the contract between you and [Our name] (“us”, “we”, etc). By visiting or using Our Website, you agree to be bound by them.

[Our name] is a trade name of [company name], [company number incorporated in the Republic of South Africa], [/] []

Under 18 years? Sorry, but we deal only with people who are legally able to enter into a binding contract. 18

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

1. Definitions

“Content”	means the textual, visual or audio content that is encountered as part of your experience on Our Website. It may include, among other things: text, , , .
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, details and/or other material on Our Website, " " " ;
“Service”	means all of the services offered for sale through .
“Provider”	means a person who offers a Service for .
“Our Website”	means any website of ours, and includes all .
“User”	means any person other than you who uses or visits .
"you" "yours" etc,	means you, the party to this agreement.

2. Our contract

- 2.1. [Our name] is neither a buyer nor provider of Services offered for sale.
We are .
- 2.2. [Our name] is a marketplace. We are agents of a Provider only to the extent of use of Our Website as a platform .
- 2.3. We welcome any comment or complaint about a Provider, which you make through Our Website. We may act upon a complaint in our discretion, [] .
- 2.4. We are not responsible for supply of any Service you order or for the cancellation and refund procedure .
- 2.5. We are not responsible to you further than to take your money .
- 2.6. These terms and conditions regulate the business relationship between you and us. By using Our Website free , .
- 2.7. We provide a market place for the supply of Services. We :
- 2.7.1 your locating and ordering a Service;
 - 2.7.2 your choice of a Service;
 - 2.7.3 any aspect of the provision of the Service;
 - 2.7.4 refund payment for any Service;
 - 2.7.5 any complaint about any Service.
- 2.8. In any dispute with a Provider, you should deal only with the Provider.
We have .
- 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 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

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. The buying procedure

4.1. Unless it is clear to the contrary, you may assume that every sale is made

4.2. Prices listed on Our Website by Providers are inclusive

4.3. Services may be offered for sale subject to any discount or promotion arranged between []

4.4. Subject to discounts and promotions, Services are offered for sale at a fixed price. VAT may be due

4.5. Services will be provided at the times and places specified in the website or

4.6. Once you have made order to purchase a Service through Our Website, the price [12]

4.7. Neither we nor the Provider can be responsible for action by any governmental authority. We do not know and are not

- 4.8. You are required to pay in the currency in which the Service
- 4.9. Every sale will be subject to the laws applicable but there shall not be implied any right which is neither
- 4.10. For security purposes (yours and ours) we will not permit more than a maximum number of
- 4.11. To make future use of Our Website easier and faster for you, we will retain the personal and delivery information you give to us. We will not retain information relating to your payment or credit card. This financial information never comes into our control. The information is given

5. Security of your **[credit card]**

We take care to make Our Website safe

- 5.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will
- 5.2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be

6. The **[Our name]** guarantee

- 6.1. To give you the utmost confidence in the **[Our name]** buying experience,
- 6.2. If the Provider fails within a reasonable time, to supply a Service for which you have paid, or supplies a Service which is substantially
- 6.3. This guarantee is subject to the following conditions:

6.3.1 you must first follow

;

6.3.2 the maximum payment is R [Amount]. We will

30

60

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;

6.3.3 the claim

;

6.3.4 you must provide a street address to us

:

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;

6.3.5 you are limited to a lifetime maximum

[

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[

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6.3.6 you must not

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6.4. The guarantee set out in

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7. Cancellation and refunds: Service terms

If you buy as consumer as defined

2002 (),

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7.1. As required by the law, each Provider

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7.2. You may cancel your order at

7

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7.3. If you want a Provider to [start working for you / supply a Service]
before the 7 days period has elapsed,

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[

/

]

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7.4. If you do give up your right to cancel, and your Provider starts to give

7.5. Free Services ()

7.6. The Act does

Please note that following sub-paragraphs

7.7. Because most Services offered for sale on Our Website are offered

7.8. By confirming acceptance of these terms and conditions you therefore
do instruct your [/]

7.9. To comply with the law, our Providers may require you to

7.10. By accepting any Provider's terms and conditions, you will have

7.11. You have no right to a refund

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

1978 .

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. 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

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

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You agree that you will not use or

:

9.1. be unlawful,

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9.2. consist in

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;

9.3. be obscene,

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9.4. be sexually explicit or pornographic;

9.5. be likely to deceive any person or be

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;

9.6. use a Posting to solicit responses

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9.7. request or collect passwords or other personal

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

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- ;
- 9.9. include anything other than words (i.e.)
- ;
- 9.10. facilitate the provision ;
- 9.11. link to ;
- 9.12. use distribution lists that include
- ;
- 9.13. send age-inappropriate 18 .

10. Your Posting: restricted content

In connection with the restrictions set out ,

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In addition to the ,

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- 10.1. hyperlinks, ;
- 10.2. keywords or words ,
- .
- 10.3. the name,
- .
- 10.4. inaccurate, false, or misleading information.

11. Removal of offensive Content

11.1. For the avoidance of doubt,

.

11.2. We are under no obligation to monitor or record the activity of any User of Our ,

11.3. If you are

11.4. Your claim or complaint must be submitted to us in the form

11.4.1 we shall remove

11.4.2 after we receive notice of

11.4.3 we may re-

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

11.6.

12. Security of Our Website

12.1.

12.2.

13. Copyright and other intellectual property rights

13.1.

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,	,
,	,

13.2.

14. Interruption to the [Our name] service

14.1.

14.2.

14.3.

14.4.

15. Indemnity

15.1.

15.2.

15.3.

15.4. your failure to comply with any law;

15.5.

16. Our disclaimers

16.1.

16.2.

16.3.

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[]

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16.3.1 of satisfactory quality;

16.3.2 fit for a particular purpose;

16.3.3

17. Disclaimers about the Service

17.1.

17.2.

17.3.

17.3.1

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17.3.2 the Provider performing his contract;

17.4.

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17.5.

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17.6.

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18. Miscellaneous matters

18.1.

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18.2. []

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18.3.

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18.3.1

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18.3.4 issue a claim in any court.

18.4.

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18.5.

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18.6.

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It shall be deemed to have been delivered:

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18.7.

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18.8.

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18.9.

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18.10.

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18.11.

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Explanatory Notes:

Website terms and conditions template: marketplace for services; buyer side

Paragraph Specific Notes:

Drafting notes, using the document paragraph numbers:

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 services or services. It therefore helps you to obtain their

We use

“Services”

“Our Website”

You decide to change to

“Super Hosting” / “Pro Accounting” / “

“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

2. Our contract

The contractual relationship between you and a user of your website is important if you are to avoid being deemed to be involved in

This paragraph is concerned with the basics of what each side is expected to do and not do.

3. Your account and personal information

Edit as required.

4. The buying procedure

This is the story of how your system works. It must be set down to match the

5. Security of your credit card

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

For payment you may have various alternatives like

6. The guarantee

This provision is very much an option. You can take it on in a suitable form or you can

7. Cancellation and refunds: Service terms

The Electronic Communications and Transactions Act 2002 do not give as much protection to the buyer of services as they do to a buyer of goods. This paragraph set out the limits. It is not strictly necessary to provide this paragraph. We have included it so that your clients are aware of the limitations of the Electronic Communications and Transactions Act 2002.

As we have advised elsewhere, your business model should

8. 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

9. 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

We have provided a vast

10. Your Posting: restricted content

This paragraph continues in the vein of the previous one. As you

11. Removal of offensive Content

This paragraph is targeted at anyone who is aggrieved by your site content. He may or may not be one

12. **Security of Our Website**

There is an intentional overlap here with the paragraph on

13. **Copyright and other intellectual property rights**

We have no comment

14. **Interruption to the service**

This may

15. **Indemnity**

We suggest no edits.

16. **Our disclaimers**

Disclaimers are not always binding. The law is

17. **Disclaimers about the Service**

We advise you

18. **Miscellaneous matters**

Unless you have a good

End of notes