

# Terms of Website Use

**Effective Date: [Date]**

Please read these terms and conditions carefully before using our site

Welcome to [Website Name] ("we", "us", or "our"). These Terms of Website Use (the "Terms") govern your access to and use of [insert website URL] (the "Website"). By accessing or using the Website, you agree to be bound by these Terms and our **Privacy Policy (INSERT LINK)**. If you do not agree to these Terms, please do not use our Website.

## Terms of Website Use

- Acceptance of the Terms
- Your right to use the site and its contents
- Changes to the Terms
- Intellectual Property Rights
- Indemnification
- Disclaimer of warranties and damages: limitation of liability
- No reliance on information
- Viruses
- Third party links to our site
- Linking to Our Website
- Acceptable Use Policy
- Personal Information
- Use and disclosure of personal information
- Google Translate Disclaimer
- Use of Cookies
- Governing Law
- Contact us

## Acceptance of the Terms

By using the Website, you confirm that you accept these Terms and that you agree to comply with them.

These Terms & Conditions of Use and any additional terms posted on this Site together constitute the entire agreement between **COMPANY** and you with respect to your use of this Site. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim of action arises. If for any reason a court of competent jurisdiction finds any provision of the Terms & Conditions of Use, or portion thereof, to be unenforceable, that provision shall be

enforced to the maximum extent permissible so as to effect the intent of this agreement, and the remainder of these Terms & Conditions of Use shall continue in full force and effect. These Terms & conditions of Use shall be governed by and construed in accordance with the laws of the **COUNTRY**.

These Terms refer to the following additional terms, which also apply to your use of our **Website**:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate. We are committed to safeguarding the privacy of our users while providing a personalised and valuable service. This Privacy Policy statement explains the data processing practices of **COMPANY**. If you have any requests concerning your personal information or any queries with regard to these practices, please refer to the [Full Privacy Policy \(UPDATE LINK\)](#)
- [Our Terms and Conditions of Supply\(UPDATE LINK\)](#), which sets out the Terms on which you may purchase products from our company or on our website
- [Our Cookies Policy\(UPDATE LINK\)](#), which sets out information about the cookies on our site.

### Your right to use the site and its contents

This site is for your personal use only. You may not distribute, exchange, modify, sell or transmit anything you copy from this Site, including but not limited to any text, images, audio and video, for any business, commercial or public purposes. As long as you comply with the terms of these Terms & Conditions of Use, **COMPANY** grants you a non-exclusive, non-transferable limited right to enter and use this Site. You agree not to interrupt or attempt to interrupt the operation of this Site in any way.

### Changes to the Terms

**COMPANY** may add to, change or remove any part of these Terms & Conditions of Use at any time, without notice. Any changes to these Terms Conditions of Use or any terms posted on this Site apply as soon as they are posted. By continuing to use this Site after any changes are posted, you are indicating your acceptance of those changes. **COMPANY** may add, change, discontinue, remove or suspend any other Content posted on this Site, including features and specifications of products and/or services described or depicted on the Site, temporarily or permanently, at any time, without notice and without liability.

### Intellectual Property Rights

All materials on this Site, including but not limited to text, training, images, video, software and applications (known hereafter as the 'Content'), are protected by copyright under **COUNTRY** copyright law, international conventions, and other copyright laws. You cannot use the Content, except as specified herein. You agree to follow all instructions on this Site limiting the way you may use the Content. Any unauthorised use of the Content may violate copyright laws, the laws of privacy and publicity, and civil and criminal statutes. If you download any Content from this Site, you may not remove any copyright notices or other notices that go with it and must reference the source page of the content wherever it is published.

## Indemnification

You agree to indemnify, defend and hold **COMPANY** and all of its directors, employees, associates, information providers (collectively, "Indemnified Parties") harmless from and against all liability and costs incurred by the Indemnified Parties in connection with any claims arising out of any breach by you of these Terms & Conditions of Use or the foregoing representations, warranties and covenants. You will cooperate as fully as reasonably required in **COMPANY**'s defense of any claim. **COMPANY** reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of **COMPANY**.

## Disclaimer of warranties and damages: limitation of liability

This site (including all content and functions made available on or accessed through this site) is provided "as is" and "as available" basis. To the fullest extent permissible by law, with regard to the content on this site, **COMPANY** makes no representations or warranties of any kind whatsoever (1) for the accuracy, merchantability, fitness for a particular purpose or non-infringement of any content published on or available through the site, (2) that the server that makes this site available is free of viruses or other components that may infect, harm or cause damage to your computer equipment or any property when you access, browse, download from or otherwise use the site.

Under no circumstances, including but not limited to **COMPANY** negligence, shall **COMPANY** be liable for any consequential, direct, incidental, indirect, punitive or special damages related to (a) the use of, (b) the inability to use or (c) errors or omissions in the contents and functions of this site, even if **COMPANY** or an authorised representative thereof has been advised of the possibility of such damages including, without limitation any liability for:

1. loss of income or revenue;
2. loss of business;
3. loss of profits or contracts;
4. loss of anticipated savings;
5. loss of data;
6. loss of goodwill;
7. wasted management or office time; and
8. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

## No reliance on information

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied that the content on our site is accurate, complete or up-to-date. Nothing on our site amounts to or should be treated as a contractual offer.

## Viruses

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform in order to access our site. You should use your own virus protection software. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## Third party links to our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources. Please be aware that **COMPANY** is not responsible for the privacy practices or content of such other sites. These Terms & Conditions and Privacy Policy applies solely to information collected by this website.

## Linking to Our Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part. You must not establish a link to our site on any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the homepage.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in Clause 13 of our Acceptable Use Policy. If you wish to make any use of content on our site other than that set out above, please contact **EMAIL ADDRESS**

## Acceptable Use Policy

### Prohibited uses

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material, which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

**You also agree:**

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.
- Not to access without authority, interfere with, damage or disrupt
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

## Personal Information

Personal information is collected by **COMPANY**. We collect personal information from you using enquiries and registration forms and every time you e-mail us your details. We also collect information automatically about your visit to our site. The information obtained in this way, which includes demographic data and browsing patterns, is only used in aggregate form.

## Use and disclosure of personal information

The use of your personal Data is covered by our **Privacy Policy. (INSERT LINK)**. We process personal information collected via the **COMPANY** site for the purposes of:

- providing a personalised service
- conducting market research surveys
- running competitions
- providing you with information about relevant products and services we offer.

If you do not wish to receive information about our products or services, please untick the appropriate box on any form you submit. We may also disclose your information to business partners and third party suppliers we engage to provide services which involve processing data on our behalf, successors in title to our business or in accordance with a properly executed court order.

We also use information in aggregate form (so that no individual user is identified):

- to build up marketing profiles
- to aid strategic development
- to manage our relationship with advertisers
- to audit usage of the site.

## Google Translate Disclaimer

Translation of pages on **WEBSITE** is performed by Google Translate, a third party service which **COMPANY** has no control over. The service provides automated computer translations that are only an approximation of the websites' original content. This tool is for your convenience only. The translations should not be considered exact and in some cases may include incorrect or

offensive language. **COMPANY** does not warrant the accuracy, reliability or timeliness of any information translated by this system and will not accept liability for loss incurred as a result. In addition, some applications, files or items cannot be translated including graphs, photos or portable document formats (pdfs).

### Use of Cookies

A cookie is a small piece of data that is sent to your browser from a web server and stored on your computer's hard drive. A cookie cannot read data off your hard disk or read cookie files created by other sites. Cookies do not damage your system. Our **Cookie Policy (insert link)** is available online for your information.

### Governing Law

These Terms and any dispute arising out of or in connection with these Terms or the legal relationship established by them shall be governed by, and construed in accordance with, the laws of **COUNTRY**, excluding any conflicts or choice of law rule or principle that might otherwise refer to the substantive law of another jurisdiction. The parties irrevocably agree that the courts of **COUNTRY** shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms or the legal relationship established by them.

### Contact us

To contact us, please email **INSERT EMAIL**

Thank you for visiting our site.