

# SAMPLE TERMS OF USE AND LEGAL RESTRICTIONS FOR WEBSITES

*All sites should publish terms of use and legal restrictions. Following are sample standard terms & conditions for sites. A browser search for “site terms” or “ecommerce terms” will provide more samples. Please note that these are samples only. There are online terms and conditions generators that will walk you through a series of questions and generate a set of terms. To be sure you have the appropriate terms and conditions for your business site, you should seek professional legal advice.*

*The page that contains your terms should be linked in the footer on every page of your site. The terms should also be linked to any sign-up forms for reference so users are aware of what they are agreeing to by providing their information to you. In the samples below, sections highlighted in red require the addition of your information.*

## DISCLOSURE

[Your business URL] is a site (“Site”) operated by [your individual or company name with legal status, e.g., 'XYZ Ltd'].

Our business is registered in [country of registration] under company number [your registration number] and with our registered office at [company address].

Our main trading address is: [trading address].

Our [VAT/tax or other number] is [number].

We are regulated by [name of regulatory body or bodies].

## COPYRIGHT

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of [Your legal business name] (“Site Operator”) or its content suppliers and protected by international copyright laws.

## **APPLICABLE LAW**

By visiting this site, you agree that the laws of [country and/or province/state], without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and the Site Operator or its associates.

Any dispute relating in any way to your visit to this site or to products you purchase through this site shall be submitted to confidential arbitration in the jurisdiction noted above, except that, to the extent you have in any manner violated or threatened to violate the Site Operator's intellectual property rights, the Site Operator may seek injunctive or other appropriate relief in any state or federal court, and you consent to exclusive jurisdiction and venue in such courts. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

## **DISCLAIMER FOR ALL TYPES OF WEBSITES**

ATTENTION: PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE. USING THIS WEB SITE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS ("TERMS"), DO NOT USE THIS WEBSITE.

IN NO EVENT WILL SITE OPERATOR, ITS SUPPLIERS, OR OTHER THIRD PARTIES MENTIONED AT THIS SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEB SITES LINKED TO THIS SITE, OR THE MATERIALS OR INFORMATION OR SERVICES CONTAINED AT ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE MATERIALS, INFORMATION OR SERVICES FROM THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **FOR WEBSITES THAT OFFER PRODUCTS AND/OR SERVICES**

The Site Operator and its associates attempt to be as accurate as possible. However, the Site Operator does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by the Site Operator itself is not as described, your sole remedy is to return it in unused condition.

The Site Operator may make changes to the products, materials and services at this site, or to the information that describes them, at any time without notice. Information published at this site may refer to products, programs or services that are not available in your area. Consult your local business contact for information regarding the products, programs and services that may be available to you. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

## **FOR WEBSITES WITH DOWNLOADABLE MATERIAL**

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The material on this site may contain forward-looking statements and these are not guarantees of future performance, and undue reliance should not be placed on them. Such forward-looking

statements necessarily involve known and unknown risks and uncertainties, which may cause actual performance and results in future periods to differ materially from any projections of future performance or result expressed or implied by such forward-looking statements.

## **USER-PROVIDED CONTENT SUCH AS REVIEWS AND COMMENTS**

Visitors may post reviews, comments, and other content: and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content.

The Site Operator reserves the right (but not the obligation) to remove or edit such content but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, you grant us and our associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant the Site Operator and its associates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post: that the content is accurate: that use of the content you supply does not violate this policy and will not cause injury to any person or entity: and that you will indemnify the Site Operator or its associates for all claims resulting from content you supply. The Site Operator has the right but not the obligation to monitor and edit or remove any activity or content. The Site Operator takes no responsibility and assumes no liability for any content posted by you or any third party.