

Precedent Website Terms and Conditions

(1) Introduction

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full.¹ If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

[You must be at least [18] years of age to use our website. By using our website [and by agreeing to these terms and conditions] you warrant and represent that you are at least [18] years of age.²]

(2) License to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages [or [*other content*]]³ from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- [(d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;]
- [(e) edit or otherwise modify any material on the website; or]
- [(f) redistribute material from this website [except for content specifically and expressly made available for redistribution [(such as our newsletter)].]

[Where content is specifically made available for redistribution, it may only be redistributed [within your organisation].]⁴

(3) Acceptable use

¹The completed website terms and conditions should be easily accessible on your website, preferably from every page. Ideally, from a legal perspective, users should be asked to expressly agree to these terms (e.g. by clicking an "I agree" button). This is rarely done in relation to general website terms and conditions. If however users have to register to enter a restricted area of the website or to use functionality in the website, you should ensure that they accept the terms and conditions – e.g. by clicking "I accept" on an electronic version of the terms and conditions. You should retain evidence of the acceptance of the terms by each user.

²The use of websites by minors can be legally problematic. There are a number of different legal issues. For example, contracts may be unenforceable against minors. Another issue concerns data protection. In many jurisdictions the law of data protection imposes additional burdens in relation to the processing of any personal data of a minor and in relation to the processing of personal data provided by a minor. The effects of the law of indecency may also depend upon whether a website is accessible by minors. Obviously, the inclusion of a requirement in your terms and conditions that minors refrain from using a website is no guarantee that they will do so.

³The scope of the license to use will vary with the site. Consider carefully exactly what your users should be allowed to do with your website and material on your website.

⁴Where you have content which is specifically available for redistribution, it is usually a good idea to have a more detailed license setting out the redistribution rights.

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

[You must not use our website to transmit or send unsolicited commercial communications.]

[You must not use our website for any purposes related to marketing without our express written consent.]

[(4) Restricted access⁵

[Access to certain areas of our website is restricted.] We reserve the right to restrict access to [other] areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential.

[We may disable your user ID and password in our sole discretion without notice or explanation.]

[(5) User generated content⁶

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

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This is a sample document, showing the first few sections of a premium precedent available from:

<http://www.contractology.com>

⁵This section should be included if your website or parts of your website have (or will in future have) restricted access – e.g. a password-protected area for members.

⁶This section should be included if your website has a bulletin board, chat room, comments feature, or similar user generated content functionality. You will need to think carefully about, first, the terms of the license which the user grants to you, and second, the restrictions you propose to place upon users.