

Below are the first 5 pages of our 11-page Website Terms and Conditions Agreement (also called a Terms of Use).

Most of the terms and conditions being offered on the Internet fall short when trying to protect website, blog, and mobile app owners. Although some are attorney drafted, most attorneys have little experience drafting terms and conditions and privacy policies for the Internet.

This document was drafted by an attorney experienced in Internet law and a Certified Information Privacy Professional CIPP/US. We have yet to see any other company on the Internet use such a combination of professionals to draft and update their documents. Also, many law firms use our documents for their clients, so they get further legal scrutiny from other attorneys.

This terms and conditions is in a MS Word format and is fully editable; you make changes quickly and easily. When you buy this agreement, you will also receive complete instructions on how and where to post it on your website, blog or mobile app to ensure it is legally enforceable should you need to defend yourself or your business.

We offer free technical support to help you in any way we can. You can order our website terms and conditions 24 hours/day from this sales page.

<http://www.disclaimertemplate.com/website-terms-and-conditions-template>

If you have questions, or want to order by phone, call 1-800-524-7116 from 9:00am - 7:00pm CST (Mon – Sat). You can also email using the contact us form on our website.

Terms and Conditions

Effective Date:

This web page represents a legal document and is the Terms and Conditions (Agreement) for our website www.ourwebsite.com (Website). By using our Website you agree to fully comply with and be bound by the following Agreement each time you use our Website. Please review the following terms carefully.

Definitions

The terms “us”, “we”, and “our” refer to [Our Company], the owner of this Website. A “Visitor” is someone who merely browses our Website. A “Member” is someone who has registered with our Website to use our Services. The term “User” is a collective identifier that refers to either a Visitor or a Member. The term “Product” refers to any products we sell or give away.

All text, information, graphics, design, and data offered through our Website or Services, whether produced by our Members or by us, are collectively known as our “Content”. We distinguish content posted by our Members as “Member Content”.

Acceptance of Agreement

This Agreement is between you and [Our Company].

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING, AND/OR BROWSING OUR WEBSITE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BEING BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT OUR WEBSITE IMMEDIATELY AND DO NOT USE, ACCESS, AND/OR BROWSE IT FURTHER.

Except as otherwise noted, this Agreement constitutes the entire and only Agreement between you and [Our Company] and supersedes all other Agreements, representations, warranties, and understandings with respect to our Website, Services, and the subject matter contained herein. However, in order for you to use our Website and/or Services you may also be required to agree to additional terms and conditions. Those additional terms and conditions will be incorporated into this Agreement unless otherwise stated.

Privacy Policy

Our Privacy Policy is considered part of this Agreement and available on this website. You must review our Privacy Policy by clicking on this [link](#). If you do not accept and agree to being bound by all of the terms of this Agreement, including the [\[Your Website URL\] Privacy Policy](#), do not use this Website or our Services.

Arbitration

Any legal controversy or claim arising from or relating to this Agreement and/or our Service, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to website operations, intellectual property, and our Service will be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in [\[City\]](#), [\[State\]](#), and judgment on the arbitration award may be entered into any court having jurisdiction thereof. You or we may seek any interim or preliminary relief from a court of competent jurisdiction in [\[City\]](#), [\[State\]](#) necessary to protect the rights or property of you and us pending the completion of arbitration. Each party will bear a half of the arbitration fees and costs.

Choice of Law and Jurisdiction

This Agreement will be treated as if it were executed and performed in [\[City\]](#), [\[State\]](#), and will be governed by and construed in accordance with the laws of the state of [\[State\]](#) without regard to conflict of laws provisions. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website or

Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

Limited License

[Our Company] grants you a nonexclusive, nontransferable, revocable license to access and use our Website and Services strictly in accordance with this Agreement. Your use of our Website and Services are solely for internal, personal, noncommercial purposes, unless otherwise provided in this Agreement. No printout or electronic version of any part of our Website or Services may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website, Content, Services, and any software provided therein.

Our Relationship to You

This Agreement in no way creates any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and [Our Company].

Our Intellectual Property

Our Website may contain our service marks or trademarks as well as those of our affiliates or other companies in the form of words, graphics, and logos. Your use of our Website or Services does not constitute any right or license for you to use our service marks or trademarks without the prior written permission of [Our Company].

Our Content, as found within our Website and Services, is protected under United States and foreign copyrights. Copying, redistribution, use, or publication by you of any such Content is strictly prohibited. Your use of our Website and Services does not grant you any ownership rights to our Content.

Digital Millennium Copyright Act Compliance

Our Website will respond quickly to claims of copyright infringement as found in our Content according to the terms of the Digital Millennium Copyright Act of 1998 (DMCA) as found under United States law (17 USC. § 512). If you believe that any of your copyrights are infringed by our Content, please provide us with a written notice by mail, fax, or email that contains the following information:

- 1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- 2) A description of the copyrighted work that you claim has been infringed;
- 3) A description of where the material that you claim is infringing is located on our Website;
- 4) Your address, telephone number, and email address;

- 5) Your statement that you have good belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- 6) Your statement, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

We are only required to respond to notices that substantially comply with the above requirements. We will investigate your claim and notify you by the method of contact you used to file your notice with us.

Eligibility and Registration for Membership

To use our Services you must register with our Website to become a Member. Your Membership is not transferable or assignable and is void where prohibited. Our Website and Services are intended solely for Users who are at least (18) years of age or older. Any registration by, use of, or access to our Website by anyone under that age is unauthorized, unlicensed, and in violation of these Terms and Conditions. By using our Website and/or Services you represent and warrant that you are (18) years of age or older and agree to abide by all the terms and conditions of this Agreement. [Our Company] has sole right and discretion to determine whether to accept a Member, and may reject a Member's registration with or without explanation.

When you complete the registration process, you will receive a password that will allow you to access our Services. You agree to maintain the confidentiality of your password and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password.

You agree to immediately notify us of any unauthorized use of your password or any other breach of security. You agree that our Website cannot and will not be liable for any loss or damage arising from your failure to comply with password security as discussed herein.

Content Disclaimer

The opinions expressed on our Website are not necessarily the opinions of [Our Company]. Any Blog content provided by our bloggers is of the blogger's opinion, and is not intended to malign any religion, ethnic group, club, organization, company, individual, or anything. The Content may be changed without notice and is not guaranteed to be complete, correct, timely, current, or up-to-date. Similar to any printed materials, the Content may become out-of-date. We undertake no obligation to update any Content on our Website. Members are responsible for their own content where applicable, and may update their Content at any time without notice and at their sole discretion. We reserve the right to make alterations or deletions to the Content at any time without notice.

Errors, Corrections, and Changes

We do not represent or otherwise warrant that our Website will be error-free, free from viruses or other harmful components, or that we will correct any errors. We do not represent or otherwise warrant that the information available on or through our Website will be correct,

accurate, timely, or otherwise reliable. We may make changes to the features, functionality, or Content of our Website or Services at any time. We reserve the right in our sole discretion to edit or remove any documents, information, or other Content appearing on our Website or Services.

Financial, Legal, and Other Advice Disclaimer

You hereby acknowledge that nothing contained in our Website will constitute financial, investment, legal, and/or other professional advice and that no professional relationship of any kind is created between you and [Our Company] or our Members. You hereby agree that you will not make any financial, investment, legal, and/or other decision based in whole or in part on anything contained in our Website or Services.

Advertisers and Sponsors Disclaimer

Our Website may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on our Website is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy, or problem in the advertiser's or sponsor's materials.

THE INCLUSION OF THIRD PARTY ADVERTISEMENTS DOES NOT CONSTITUTE AN ENDORSEMENT, GUARANTEE, WARRANTY, OR RECOMMENDATION BY [OUR COMPANY] AND WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT ANY PRODUCT OR SERVICE CONTAINED THEREIN.

Merchant and Advertisement Disclaimer

We may allow access to or advertise certain third-party product or service providers ("Merchants") from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing, and customer service. We are not a party to the transactions entered into between you and Merchants.

You agree that use of or purchase from such Merchants is AT YOUR SOLE RISK AND WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED, OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY, OR NONINFRINGEMENT. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT WEBSITES OR ANY OTHER WEBSITE LINKED TO OUR WEBSITE.

All rules, legal documents (including privacy policies), and operating procedures of Merchants will apply to you while on any Merchant websites. We are not responsible for information provided by you to Merchants. Our relationship to Merchants is solely as independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

Warranty Disclaimer

[Our Company] is not responsible or liable in any manner for any Content posted on our Website or in connection with our Services, whether posted or caused by Members of our

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Our documents, instructions, and information herein referred to as (Content) is protected under United States and foreign copyrights. The copying or redistribution by you of any such Content is strictly prohibited. You may not create derivative works from our Content nor assert or attempt to claim any copyright.