

First, you need terms of service – although they might be called something else. They might be called the “user agreement” or the “cloud service contract” or something different entirely. This SaaS agreement, our SaaS terms and conditions and our cloud services terms and conditions are all examples of terms of service documents. Whatever the document is called, its function is to regulate the legal relationship between a service provider and its customers. The terms of service will contain provisions covering the core services obligation, the payment of charges, the term of the contract and its termination, the parties’ liability to one another, and so on. In some cases, the terms of service will be supplemented by additional subject-matter specific documents, such as data processing agreements and service level agreements.

Second, you are likely to need a privacy policy. Privacy policies are used by organisations acting as data controllers to make disclosures to data subjects relating to the handling of personal data. Even if you are a processor with respect to much of the personal data in your database, you are likely to be a controller in some respects. For instance, you would usually be a controller of personal data in your customer relationship management system. See our free [privacy policy](#) for more.

Third, if your website is not coterminous with your service, you will need terms and conditions to cover the use of the website. See our free website [terms and conditions](#) for more.

Fourth, for many B2B services and for some B2C services, there may be users of the service who are not your customers and therefore not directly bound by the terms of service. In these cases, you may want to introduce additional documents which are binding upon both customers and non-customer users. Examples of this type of document include end user licence agreements and acceptable use policies.

Fifth, a minority of SaaS and cloud services allow users to create contractual relationships with others – for example marketplaces for services, physical goods or digital goods. In some cases, it may be advantageous to provide standard documentation to govern these relationships. The documentation can be provided as mandatory or default documentation. In all cases, you should carefully circumscribe your liability in relation to the provision of any such documentation: you are not acting as your customers’ lawyer.

### **Who should prepare my SaaS or cloud agreement?**

The core Docular business is the sale and supply of templates. Nevertheless, we think that there are many circumstances where you should use a lawyer rather than a template legal document.

In one sense a template isn't a substitute for a lawyer. Lawyers also work from precedents. By opting to use a template, you are taking on the lawyer's role.

Before using a template, businesses should ask themselves: is the use of a lawyer commercially justified?

Deciding whether it makes commercial sense will involve balancing risks and costs. Ask yourself the following questions.

- What are the risks associated with this contract?
- To what extent would a good lawyer help me to mitigate those risks?
- Do I have access to a lawyer with the right experience?
- Do I have access to appropriate templates?
- Will a lawyer help smooth the contracting process?
- What legal fees will I have to pay?
- How much time would it take me to prepare the document?

Only by considering these and other relevant factors will you be able to make a sensible assessment.

If you do decide to use a template, you should keep that decision under review. For example, it might make commercial sense to use a template for a new and untested service. However, if the service starts making significant amounts of money, you should engage a lawyer to review, advise on and update the document.