

# TERMS AND CONDITIONS OF USE

**Effective Date:** [Insert Date]

**Version:** 1.0

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## 1. ACCEPTANCE OF TERMS

By creating an account, accessing, or using [Your App Name] ("Service"), you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, please do not use our Service.

These Terms constitute a legally binding agreement between you ("User" or "you") and [Your Company Name] ("Company," "we," "us," or "our").

## 2. DESCRIPTION OF SERVICE

[Your App Name] is a web-based application that provides [brief description of your app's main functionality]. The Service is accessible through our website and mobile applications.

## 3. USER REGISTRATION AND ACCOUNT

### 3.1 Eligibility

- You must be at least 16 years old to create an account
- You must provide accurate, current, and complete information
- You are responsible for maintaining the confidentiality of your account credentials

### 3.2 Account Responsibilities

- You are solely responsible for all activities under your account
- You must notify us immediately of any unauthorized use
- You may not share, transfer, or sell your account to others
- You may not create multiple accounts for the same individual

### 3.3 Account Security

- Use a strong password with at least 8 characters
- Do not share your login credentials with anyone
- Log out of your account when using shared or public computers
- Contact us immediately if you suspect unauthorized access

## **4. ACCEPTABLE USE POLICY**

### **4.1 Permitted Uses**

You may use the Service only for lawful purposes and in accordance with these Terms.

### **4.2 Prohibited Activities**

You agree NOT to:

- Violate any applicable laws or regulations
- Infringe upon the rights of others
- Upload malicious software or harmful code
- Attempt to gain unauthorized access to our systems
- Use the Service for spam, harassment, or abusive behavior
- Reverse engineer or attempt to extract source code
- Use automated scripts or bots without permission
- Interfere with the proper functioning of the Service

## **5. USER CONTENT**

### **5.1 Content Ownership**

You retain ownership of any content you submit, post, or display through the Service ("User Content").

### **5.2 Content License**

By submitting User Content, you grant us a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, and display such content solely for the purpose of providing the Service.

### **5.3 Content Standards**

All User Content must:

- Comply with applicable laws
- Not infringe upon third-party rights
- Not contain offensive, harmful, or inappropriate material
- Be accurate and not misleading

### **5.4 Content Removal**

We reserve the right to remove any User Content that violates these Terms without prior notice.

## **6. PRIVACY AND DATA PROTECTION**

### **6.1 Data Collection**

Our collection and use of personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference.

### **6.2 Data Security**

We implement appropriate technical and organizational measures to protect your personal data against unauthorized access, alteration, disclosure, or destruction.

### **6.3 Your Rights**

You have the right to:

- Access your personal data
- Correct inaccurate data
- Delete your account and associated data
- Object to certain processing activities
- Data portability

## **7. INTELLECTUAL PROPERTY**

### **7.1 Our Rights**

The Service, including all content, features, functionality, software, and design, is owned by [Your Company Name] and is protected by copyright, trademark, and other intellectual property laws.

### **7.2 Limited License**

We grant you a limited, non-exclusive, non-transferable license to use the Service for your personal or business purposes in accordance with these Terms.

### **7.3 Restrictions**

You may not:

- Copy, modify, or distribute our content without permission
- Use our trademarks or logos without authorization
- Create derivative works based on our Service

## **8. SUBSCRIPTION AND PAYMENTS**

### **8.1 Free and Paid Services**

We offer both free and paid subscription plans. Premium features require a valid subscription.

## **8.2 Billing**

- Subscriptions are billed in advance
- All fees are non-refundable unless required by law
- Prices may change with 30 days' notice
- You authorize us to charge your payment method

## **8.3 Cancellation**

You may cancel your subscription at any time. Cancellation takes effect at the end of the current billing period.

## **8.4 Refund Policy**

Refunds are provided only in cases of:

- Service unavailability for extended periods
- Billing errors on our part
- Legal requirements in your jurisdiction

# **9. SERVICE AVAILABILITY**

## **9.1 Availability**

We strive to maintain high service availability but do not guarantee uninterrupted access.

## **9.2 Maintenance**

We may perform scheduled maintenance that temporarily affects service availability. We will provide reasonable notice when possible.

## **9.3 Force Majeure**

We are not liable for service interruptions due to circumstances beyond our reasonable control.

# **10. LIMITATION OF LIABILITY**

## **10.1 Disclaimer**

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

## 10.2 Limitation

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR LIABILITY IS LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICE IN THE 12 MONTHS PRECEDING THE CLAIM.

## 10.3 Exclusions

WE SHALL NOT BE LIABLE FOR:

- Indirect, incidental, or consequential damages
- Loss of profits, data, or business opportunities
- Service interruptions or errors
- Third-party actions or content

# 11. INDEMNIFICATION

You agree to indemnify and hold harmless [Your Company Name] from any claims, damages, losses, or expenses arising from:

- Your use of the Service
- Your violation of these Terms
- Your infringement of third-party rights
- Your User Content

# 12. TERMINATION

## 12.1 Termination by You

You may terminate your account at any time by contacting us or using account settings.

## 12.2 Termination by Us

We may suspend or terminate your account for:

- Violation of these Terms
- Illegal activities
- Fraudulent behavior
- Extended inactivity (with notice)

## 12.3 Effect of Termination

Upon termination:

- Your right to use the Service ceases immediately
- We may delete your account and data after reasonable notice
- Certain provisions of these Terms survive termination

## **13. DISPUTE RESOLUTION**

### **13.1 Governing Law**

These Terms are governed by the laws of [Your Jurisdiction].

### **13.2 Dispute Resolution Process**

Before filing any formal legal action, you agree to:

1. Contact us directly to resolve the dispute
2. Engage in good faith negotiations for 30 days
3. Consider mediation if direct negotiation fails

### **13.3 Jurisdiction**

Any legal proceedings shall be conducted in the courts of [Your Jurisdiction].

### **13.4 Class Action Waiver**

You agree to resolve disputes individually and waive the right to participate in class actions.

## **14. MODIFICATIONS TO TERMS**

### **14.1 Right to Modify**

We reserve the right to modify these Terms at any time.

### **14.2 Notice of Changes**

- Minor changes: Posted on our website
- Material changes: Email notification 30 days in advance

### **14.3 Acceptance**

Continued use of the Service after changes constitutes acceptance of modified Terms.

## **15. GENERAL PROVISIONS**

### **15.1 Entire Agreement**

These Terms, together with our Privacy Policy, constitute the entire agreement between you and us.

### **15.2 Severability**

If any provision is found unenforceable, the remaining provisions shall remain in full force.

### **15.3 Waiver**

Our failure to enforce any provision does not constitute a waiver of that provision.

### **15.4 Assignment**

You may not assign these Terms without our consent. We may assign these Terms without restriction.

### **15.5 Language**

These Terms are written in English. Any translations are for convenience only.

## **16. CONTACT INFORMATION**

For questions about these Terms, please contact us:

**[Your Company Name]**

Address: [Your Address]

Email: [Your Email]

Phone: [Your Phone]

Website: [Your Website]

**Customer Support:** [Support Email]

**Legal Inquiries:** [Legal Email]

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## **ACKNOWLEDGMENT**

BY CREATING AN ACCOUNT OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

**Last Updated:** [Date]

**Document Version:** 1.0

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