**1ST SESSION OF THE SENATE OF THE EMPIRE OF VOOPERIA**

**IN THE SENATE OF SPOOKVOOPER AND THE EMPIRE OF VOOPERIA**

**July 21st of 2021, Anno Domini**

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**Contract Definition & Obligation Act**

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**CONTRACT DEFINITION & OBLIGATION ACT**

**SEC. 1. SHORT NAME**

CDOA

**SEC. 2. INFORMATION**

(a) (1) *SUMMARY OF THIS DOCUMENT*.—

This Act will highlight what protections between multiple parties, whom have signed a contract , and the Act will also outline the definitions of a contract.

This Revision shall include Terms of Conditions as a category of a Contract, and its’ Protections.

1. **Defining a Contract**
   1. **An agreement**
      1. A contract is an agreement between 2 or more parties to exchange goods and services.
      2. A contract can be agreed to on paper, audio, and anything which is able to record the agreement of such contract.
      3. Contracts do not have to be very detailed and can be very vague.
         1. If a contract is vague, what is agreed upon by the parties is to be interpreted by the courts.
2. **Contract Protections**
   1. Lawsuits between parties which did not agree / sign from the original contract will be non-enforceable.
      1. This can include things like (but is not limited to) text that has the same or similar colour to the background, large quantities unneeded content being used to cover content of importance to the agreement or anything else that makes it hard to read a contract.

(e.g. Someone sues for a contract not done, however, they didn’t even sign the contract to begin with)

* 1. Lawsuits created by a party which broke the contract over the contract not being ‘completed’ will be non-enforceable.

(e.g. A Building Contract fails to provide the materials in the contract and then sues other party for not providing payment)

* 1. A contract which does not benefit one of the parties in any way, shape, or form is non-enforceable.

(e.g. A contract over someone paying another person’s debt)

* 1. A Party can sue if the other party cannot fulfill the other side of the agreement unless specified in the contract otherwise.

(e.g. If a company can’t, in enough time, make the promised product in the contract)

* 1. The other party cannot be extorted into signing a contract in. This does not apply to convincing the other party to do so.

(e.g. Someone twists the signing by demanding they do, or convincing them using force or extreme pressure)

**DECEMBER 2020 REVISION**

*Terms and Conditions*

1. **Defining Terms and Conditions** 
   1. A Term of Conditions or TOC is a contract which is agreed upon based on certain conditions like using a specific product.
   2. *Types of TOC’ and differences*
      1. **Terms of Services**
         1. Terms and Service is an agreement that is agreed upon when a party receives or uses a certain service
            1. Service being an Intangible Object or Task done by someone with qualifications (e.g. Restaurant Service)
         2. Warranties (i.e. The
      2. **Terms of Use**
         1. A Terms of Use is an agreement that is agreed upon a borrowing/usage of a Good, Object, and/or Service.
      3. **Disclaimer**
         1. A Disclaimer is a contract/subsection of a contract that denotes specific responsibility and liability avoidance of the party that hosts the contract.
2. **Terms of Conditions Protections**
   1. Terms of Conditions should not be misleading or fraudulent
      1. This could be but not limited to intentional deception to secure unfair or unlawful gain, or to deprive a victim of a legal right
   2. Disclaimers do not apply if the Disclaimer is shown to be extremely unhelpful or avoids a major responsibility and/or liability issue that the host knows about will happen or is very likely to happen, as determined by the Courts.

(e.g. Uranium Contractor has a disclaimer that says: “We are not responsible if this explodes”. Even if the Receiving Party signs, it would be nulled as it avoids responsibility for Nuclear Explosion because of major negligence.)

**END OF DOCUMENT**