

## **Terms and Conditions**

### **Welcome to [COMPANY NAME].**

Thanks for using our products and services ("Services"). The Services are provided by [COMPANY NAME] ("COMPANY NAME"), located at [ADDRESS, CITY, STATE, COUNTRY]

By using our Services, you are agreeing to these terms. Please read these Terms and Conditions (\*Terms", "Terms and Conditions") carefully.

Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

### **Terminology**

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer notice, and any or all Agreements: "Client", "You" and "Your" refer to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us" refer to our Company. "Party", "Parties" or "Us" refers to both the Customer and ourselves, or either the Customer or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether through formal meetings of a fixed duration, or by any other means, with the express purpose of meeting the Client's needs in terms of providing the Company's declared services/products, in accordance with and subject to applicable [Country] laws. Any use of the above terminology or other words in the singular, plural, capital letters and/or plural, and/or these terms, is considered interchangeable and therefore a reference to them.

## Using our Services

1. You must follow any policies made available to you within the Services. Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.
2. Using our Services does not give you ownership of any intellectual property rights in our services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.
3. In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications. Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

## Privacy Statement

We are committed to protecting your privacy. [COMPANY NAME]'s privacy policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that [COMPANY NAME] can use such data in accordance with our privacy policies.

Only authorised employees within the company who, in the course of their duties, can access and use information collected from individual customers.

We are constantly reviewing our systems and data to ensure the best possible service to our customers. Government authorities have created specific offences for unauthorised actions

against computer systems and data. We will investigate such actions with a view to bringing legal action and/or civil action for damages against those responsible.

## **Purchases**

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your [SPECIFY].

## **Subscriptions**

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring [SPECIFY].

## **Software in our Services**

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

[COMPANY NAME] gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by [COMPANY NAME] as part of the Services. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by [COMPANY NAME], in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

## **Disclaimer**

## **Exclusions and Limitations**

The information contained on this website is provided on an "as is" basis. To the fullest extent permitted by law, this company:

- excludes all representations and warranties with respect to this website and its content or that are or may be provided by affiliates or any other third party, including with respect to any inaccuracy or omission in this website and/or the Company's documentation; and
- excludes any liability for damages arising out of or in connection with your use of this website. [COMPANY NAME], and [COMPANY NAME]'s suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, punitive damages or damage caused to your computer, computer software, systems and programs and data relating thereto or any other direct or indirect, consequential or incidental damages.

### **Liability for our Services**

To the extent permitted by law, the total liability of [COMPANY NAME], and its suppliers and distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Services.

In all cases, [COMPANY NAME], and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

However, this company does not exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. We recognize that in some countries, you might have legal rights as a consumer. None of your legal rights as a consumer are affected by waived contracts.

### **Business uses of our Services**

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify [COMPANY NAME] and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

### **Cancellation Policy**

A minimum of 24 hours' notice of cancellation is required. Such notice may be given, in person, by email, mobile phone, text message and/or fax, or by any other means, and will be accepted subject to written confirmation. We reserve the right to charge a cancellation fee of [SPECIFY] to cover any administrative costs.

### **Modifying and Terminating our Services**

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

The Customer and [COMPANY NAME] have the right to terminate any Service Agreement for any reason whatsoever, including the termination of services already in progress.