

# English Terms and Conditions template

Below is a sample template of Terms and Conditions to use on your web site.

This is just a sample Terms and Condition text. You should seek professional legal advice before using the text.

## CONDITIONS OF USE

Welcome to our online store! MYCOMPANY and its associates provide their services to you subject to the following conditions. If you visit or shop within this website, you accept these conditions. Please read them carefully.

## PRIVACY

Please review our Privacy Notice, which also governs your visit to our website, to understand our practices.

## ELECTRONIC COMMUNICATIONS

When you visit MYCOMPANY or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## COPYRIGHT

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## TRADE MARKS

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## **YOUR MEMBERSHIP ACCOUNT**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use our website only with involvement of a parent or guardian. MYCOMPANY and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

## **REVIEWS, COMMENTS, EMAILS, AND OTHER CONTENT**

Visitors may post reviews, comments, and other content: and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual

property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. MYCOMPANY reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, you grant MYCOMPANY and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant MYCOMPANY and its associates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post: that the content is accurate: that use of the content you supply does not violate this policy and will not cause injury to any person or entity: and that you will indemnify MYCOMPANY or its associates for all claims resulting from content you supply. MYCOMPANY has the right but not the obligation to monitor and edit or remove any activity or content. MYCOMPANY takes no responsibility and assumes no liability for any content posted by you or any third party.

## **RISK OF LOSS**

All items purchased from MYCOMPANY are made pursuant to a shipment contract. This basically means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

## **PRODUCT DESCRIPTIONS**

MYCOMPANY and its associates attempt to be as accurate as possible. However, MYCOMPANY does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by MYCOMPANY itself is not as described, your sole remedy is to return it in unused condition.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY THIS SITE IS PROVIDED BY MYCOMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. MYCOMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW,

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## **APPLICABLE LAW**

By visiting MYCOMPANY, you agree that the laws of the state of DEFINE\_STATE, DEFINE\_COUNTRY, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and MYCOMPANY or its associates.

## **DISPUTES**

Any dispute relating in any way to your visit to MYCOMPANY or to products you purchase through MYCOMPANY shall be submitted to confidential arbitration in DEFINE\_STATE, DEFINE\_COUNTRY, except that, to the extent you have in any manner violated or threatened to violate MYCOMPANYs intellectual property rights, MYCOMPANY may seek injunctive or other appropriate relief in any state or federal court in the state of DEFINE\_STATE, DEFINE\_COUNTRY, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

## **SITE POLICIES, MODIFICATION, AND SEVERABILITY**

Please review our other policies, such as our Shipping and Returns policy, posted on this site. These policies also govern your visit to MYCOMPANY. We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable,

that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

## **QUESTIONS:**

Questions regarding our Conditions of Usage, Privacy Policy, or other policy related material can be directed to our support staff by clicking on the "Contact Us" link in the side menu. Or you can email us at: [info@MYCOMPANY.com](mailto:info@MYCOMPANY.com)