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## **E-commerce terms and conditions template: retailer of goods**

## Terms and Conditions

These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

No person under the age of 18 years may purchase Goods. We look forward to seeing you again when you are over 18.

We are: Active Medical Marketing

Our address is: Ground Floor, The Sports Science Institute of South Africa, Boundary Road, Newlands, Cape Town, South Africa

You are: a visitor to Our Website / our customer

### 1. Definitions

In this agreement:

“Carrier”	means any person or business contracted by us to carry Goods from us to you.
“Content”	means any content in any form published on Our Website by us, or by you or any third party with our consent.
“Goods”	means any of the goods we offer for sale on Our Website, or, if the context requires, goods we sell to you.
“Our Website”	means any website of ours, and includes all web pages controlled by us.
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly.
“We”, “Our” and “Us”	refer to Active Medical Marketing
“Writing”	means communication written on paper or in a receipt confirmed e-mail.

## **2. Interpretation**

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation.
- 2.2. these terms and conditions apply to all supplies of Goods by us to any customer. They prevail over any terms proposed by you.
- 2.3. any agreement by any party to do or omit to do something, includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.4. except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person.
- 2.5. in this agreement, references to a party include references to a person to whom those rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that party.
- 2.6. the headings to the paragraphs and schedules (if any) of this agreement do not affect the interpretation.
- 2.7. a reference to an act or regulation includes new law of substantially the same intent as that act or regulation.
- 2.8. these terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and so far as the context allows, to you as a visitor to Our Website.
- 2.9. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

## **3. Our contract with you**

- 3.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. The agreement comes into existence when you use our Website in any way or when you buy from us through the website.

- 3.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information or document or other term not forming part of this agreement.
- 3.3. If you use Our Website in any way or make an order on behalf of another person, you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 3.4. Because we rely on our suppliers, we do not guarantee that Goods advertised on Our Website are available. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods.
- 3.5. If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website, these terms still apply so far as they can be applied.
- 3.6. We do not sell the Goods to buyers in all countries. We may refuse to deliver the Goods if you live in a country we do not serve.

## **4. Acceptance of your order**

- 4.1. Your order is an offer to buy from us. Nothing that we do or say will amount to any acceptance of that offer until we actually dispatch the Goods to you. At any point up until then, we may decline to supply the Goods to you without giving any reason.

## **5. Price and Payment**

- 5.1. The price payable for the Goods that you order is as set out on Our Website.
- 5.2. Prices include value added tax ("VAT"). If you show by your delivery address that you reside outside the South Africa, VAT will be deducted at the payment point.
- 5.3. If the item you order is available in parts, you must pay us the full price of your order before we will send any part of it.

- 5.4. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than the Rand will be borne by you, including receiving bank charges to convert foreign currency into South African currency.
- 5.5. Any information given by us in relation to exchange rates are approximate only and is given for general informational purposes only.
- 5.6. If, by mistake, we have under-priced Goods, we will not be liable to supply those Goods to you at the stated price, provided we notify you before we dispatch them to you.
- 5.7. The price of the Goods does not include the delivery charge for which will be charged at the rates applicable on the date you place your order and which will be displayed on a page of Our Website before we ask you to pay.
- 5.8. If we owe you money, we will credit your credit card or debit card as soon as reasonably practicable, but in any event no later than 14 days from the date when we accept that repayment is due.

## **6. Security of your credit card**

We take care to make Our Website safe for you to use.

- 6.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 6.2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

## **7. If you buy as a Consumer**

This paragraph applies if, and only if, you are a consumer as defined in the Electronic Communications and Transactions Act 2002.

- 7.1. As required by the law, details of our after-sales service and guarantees, if any, are given in Our Website terms and conditions or in catalogues.

- 7.2. You may cancel your order at any time before the expiry of 7 days from the date you receive the Goods, not including the day you received it.
- 7.3. The option to cancel your order is not available:
  - 7.3.1 if you purchase sealed Goods which relate to health or hygiene, and they become unsealed after delivery, or cannot be re-sold for some other reason; or
  - 7.3.2 if the Goods become mixed inseparably (according to their nature) with other items after delivery.
- 7.4. You are responsible for the costs of returning the Goods to us. We have no obligation to refund these costs to you, or your cost of re-packing and returning the Goods.
- 7.5. See Section 11 below about how to return the Goods to us.
- 7.6. If the Goods you return show any sign of damage or loss due to your checking them, we shall be entitled to deduct the cost of the damage or loss from your refund money.
- 7.7. In the event of cancellation of an order by you in compliance with these terms, we will refund any money due to you within 10 business days of our receipt of the returned Goods.
- 7.8. To assist us in identifying your Goods upon receipt by us, you must provide in the package to us your telephone number and a copy of our original invoice for a return reference.
- 7.9. This paragraph does not affect your rights in the event that the Goods are defective as defined by law.

## **8. Delivery and pick up**

- 8.1. Goods are delivered within 5-7 days from the day you place an order to purchase the Goods.
- 8.2. Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept the delivery.
- 8.3. If we are not able to deliver your Goods within 5–7 days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.

- 8.4. We may deliver the Goods in instalments if they are not all available at the same time for delivery.
- 8.5. Goods are sent at our risk until received by you or by any other person at the address you have given to us.
- 8.6. All Goods must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted, the Goods may be retained by the Carrier. When your Goods are delivered, it is important that you immediately check their condition and quantity. If your Goods were damaged in transit or are incomplete, you must contact us within 24 hours of delivery so that we may dispatch a replacement and minimise your inconvenience.
- 8.7. Signing "Unchecked", "Not Checked" or similar is not acceptable.
- 8.8. Goods are sent by post or by courier. We will send you a message by email to tell you when we have dispatched your order.
- 8.9. If we agree with you to deliver on a particular day or at a particular time, we will do our best to comply. But no date or time promised by us is to be treated as binding. So, we will not be liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.
- 8.10. Some Goods will be delivered directly from the manufacturer who will contact you to arrange delivery. When delivery of the Goods has been arranged directly with the manufacturer, you will be subject to the manufacturer's delivery policy.
- 8.11. Some Goods are so large and heavy that delivery times may be slightly longer. In this case, approximate delivery dates will be given when you place your order.
- 8.12. We are happy for you to pick up Goods from our shop/ warehouse provided you make an appointment in advance and payment has been received by our bank. A cheque on arrival is not acceptable.
- 8.13. If you pick up Goods from our premises then:
  - 8.13.1 we will not be able to assist you in loading heavy items;
  - 8.13.2 Goods are at your risk from the moment they are picked up by you or your carrier from our shop / warehouse; and
  - 8.13.3 you agree that you are responsible for everything that happens after you or your carrier takes possession of the Goods, both

on and off our premises including damage to property of any sort, belonging to any person.

## **9. Foreign taxes and duties**

- 9.1. If you are not in the South Africa, we have no knowledge of, and no responsibility for, the laws in your country.
- 9.2. You are responsible for purchasing Goods which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

## **10. Liability for subsequent defects**

- 10.1. We will repair or replace Goods which fail to comply with the minimum standards required by the Consumer Protection Act 2008 or which are defective.
- 10.2. The defect must result only from faulty design or manufacture. If you claim that any goods are defective or not in compliance with the minimum standards required by the Consumer Protection Act 2008, the following conditions apply:
  - 10.2.1 the defect must be reported to us in writing within one week of becoming apparent; and
  - 10.2.2 you will be required to return the defective Goods to us if we so request in writing.
- 10.3. If we agree that we are liable, we will refund the cost of return carriage and will repair or replace the Goods free of charge.
- 10.4. If we repair or replace the Goods, you have no additional claim against us either under this agreement or by statute or common law, in respect of the defect.

## **11. Goods returned**

These provisions apply in the event that you return any Goods to us:



- 11.1. We do not accept returns unless there was a defect in the Goods at the time of purchase, or we have agreed in correspondence that you may return them.
- 11.2. The defective Goods must be sent to us within one week after we agreed that they be returned.
- 11.3. As far as reasonably possible, Goods must be returned:
  - 11.3.1 with Goods and all packaging as far as possible in their original condition;
  - 11.3.2 securely wrapped;
  - 11.3.3 including our delivery slip or the manufacturer's delivery slip; and
  - 11.3.4 at your risk and cost unless otherwise agreed to in writing.
- 11.4. The procedure for return of Goods is set out on Our Website. If you do not follow this procedure, we may be unable to identify you as the sender of the Goods.

## **12. Disclaimers**

- 12.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 12.2. All conditions, warranties or other terms implied by the laws of any country other than South Africa are excluded from this agreement to the extent permitted by law.
- 12.3. We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Goods, at any time and without advance notice.
- 12.4. Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you brought to our immediate attention any that you find.
- 12.5. We give no warranty and make no representation, express or implied, as to:
  - 12.5.1 the quality of the Goods;
  - 12.5.2 any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;

- 12.5.3 the correspondence of the Goods with any description;
  - 12.5.4 the adequacy or appropriateness of the Goods for your purpose;
  - 12.5.5 the truth of any Content on Our Website;
  - 12.5.6 non-infringement of any right.
- 12.6. We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenue or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Goods.
- 12.7. Except in the case of liability for personal injury or death, our liability under this contract is limited to the value of the Goods you have purchased.

### **13. Your account with us**

- 13.1. You agree that you have provided and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.
- 13.2. If you use Our Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your account.
- 13.3. You agree to accept complete responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

### **14. Restrictions on what you may Post to Our Website**

You agree that you will not use or allow anyone else to use Our Website to Post Content which is or may:

- 14.1. be malicious or defamatory;
- 14.2. consist of commercial audio, video or music files;
- 14.3. be illegal, obscene, offensive, threatening or violent;

- 14.4. be sexually explicit or pornographic;
- 14.5. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 14.6. give the impression that it emanates from Us or that you are connected with Us or that We have endorsed you or your business;
- 14.7. solicit passwords or personal information from anyone;
- 14.8. be used to sell any goods or services or for any other commercial use;
- 14.9. include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as We designate;
- 14.10. link to any of the material specified above, in this paragraph; or
- 14.11. send age-inappropriate communications or Content to anyone under the age of 18.

## **15. Your Posting: restricted content**

In connection with the restrictions set out below, We may refuse or edit or remove a Posting which does not comply with these terms and conditions.

In addition to the restrictions set out above, a Posting must not contain:

- 15.1. hyperlinks, other than those specifically authorised by Us;
- 15.2. keywords or words repeated, which are irrelevant to the Content Posted;
- 15.3. the name, logo or trademark of any organisation other than yours; or
- 15.4. inaccurate, false, or misleading information.

## **16. How We handle your Content**

- 16.1. Our privacy policy complies with current law (see paragraph 21.4 below).
- 16.2. If you Post Content to any public area of Our Website, it becomes available in the public domain. We have no control who sees it or what anyone does with it.

- 16.3. Even if access to your text is behind a user registration, it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 16.4. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant Us the right and licence to edit, copy, publish, distribute, translate and otherwise use any Content that you place on Our Website, in public domains and in any medium. You represent and warrant that you are authorised to grant all such rights.
- 16.5. We will use that licence only for commercial purposes of the business of Our Website and will stop using it after a commercially reasonable period of time.
- 16.6. You agree to waive your right to be identified as the author and your right to object to derogatory treatment of your work as provided in the Copyright Act 1978.
- 16.7. You now irrevocably authorise Us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.
- 16.8. Posting Content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 16.9. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
- 16.10. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 16.11. Please notify Us of any security breach or unauthorised use of your account.
- 16.12. We do not solicit ideas or text for improvement of our Service, but if you do send to us material of any sort, you are deemed to have granted us a licence to use it in the terms set out at paragraphs 16.4, 16.5 and 16.6 above].

## **17. Removal of offensive Content**

- 17.1. For the avoidance of doubt, this paragraph is addressed to any person who comes onto Our Website for any purpose.
- 17.2. We are under no obligation to monitor or record the activity of any customer for any purpose, nor do We assume any responsibility to monitor or police Internet-related activities. However, We may do so without notice to you and without giving you a reason.
- 17.3. If you are offended by any Content, the following procedure applies:
  - 17.3.1 Your claim or complaint must be submitted to Us in the form available on Our Website, or by email provided it contains the same information as that requested in Our form.
  - 17.3.2 If We agree it is appropriate to do so, We shall remove the offending Content as soon as We are reasonably able;
- 17.4. We may, in Our sole discretion, decide whether or not to re-instate the Content about which you have complained.
- 17.5. In respect of any complaint made by you or any person on your behalf, whether using Our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 17.6. You now agree that if any complaint is made by you frivolously or vexatiously you will repay Us the cost of our investigation including legal fees, if any.

## **18. Security of Our Website**

If you violate Our Website We shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- 18.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 18.2. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- 18.3. download any part of Our Website, without Our express written consent;

- 18.4. collect or use any product listings, descriptions, or prices;
- 18.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 18.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your reasonable use of Our Website; or
- 18.7. share with a third party any login credentials to Our Website.
- 18.8. Despite the above terms, we now grant a licence to you to:
  - 18.8.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both you and Us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of Ours as part of the link without Our express written consent.
  - 18.8.2 you may copy the text of any page for your personal use in connection with the purpose of Our Website.

## **19. Indemnity**

You agree to indemnify Us against all liability, costs, claims and expenses arising directly or indirectly from:

- 19.1. your failure to comply with the laws of any country;
- 19.2. your breach of this agreement;
- 19.3. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 19.4. a contractual or delictual claim by anyone arising from your use of the Goods; and
- 19.5. a breach of the intellectual property rights of any person.

## **20. Intellectual Property**

- 20.1. We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by Us or by any other content provider (including copyright in text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 20.2. Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 20.3. You may not use Our name or logos or trademarks or any other Content at all in whatever medium, including but not limited to on any website of yours or that of any other person, or any electronic communications.
- 20.4. Subject to the other terms of this agreement, you may download or copy Content only for your private personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

## **21. Miscellaneous matters**

- 21.1. When we communicate with you, we do so by Read Receipted Email. You agree that such email communications are binding as if written and signed on paper.
- 21.2. Where We provide goods without specific charge to you, they are deemed to be provided free of charge and not to be associated with any other Goods for which a charge is made. Accordingly, there is neither contractual nor other obligation upon Us in respect of those goods.
- 21.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

- 21.4. We respect your privacy and will take reasonable steps to protect your personal information as defined in the Promotion of Access to Information Act 2000 and Protection of Personal Information Act 2013.
- 21.5. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 21.6. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 21.7. Any communication to be legally served on either party by the other shall, except for process of court, be delivered by hand or by commercial courier or by Read Receipted E-mail.
- It shall be deemed to have been delivered:
- if delivered by hand or by courier: on the day of delivery;
  
  - If sent by Read Receipted E-mail to the address from which the receiving party had last sent e-mail: within 24 hours of the Read receipt received by the sender.
- 21.8. In the event of a dispute between the parties to this agreement, they undertake to attempt to settle the dispute by engaging in good faith negotiation with the other in a process of mediation before commencing arbitration or litigation.
- 21.9. This agreement does not give any right to any third party.
- 21.10. In the event of any conflict between any term of this agreement and the provisions of the memorandum of incorporation of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 21.11. The validity, construction and performance of this agreement shall be governed by the laws of the Republic of South Africa.



# Explanatory notes:

E-commerce terms and conditions template: retailer of goods

## Paragraph specific notes:

Notes numbering refers to paragraph numbers.

### 1. Definitions

Every business is different, not only in terms of the product or service being offered, but also the processes. The defined terms that we use are unlikely to suit most businesses perfectly.

By all means use the search and replace function in your word processor to change them, either to other general adjectives, or to specific product or service names. For example:

<b>We use</b>	<b>You might decide to change to</b>
“Goods”	“Robots”/ “Dolls”
“Our Website”	“Robot Store” / :Toy Store” / “The Site”

But if you do change the defined word, **make sure it applies to every use of it in the document.**

Remember too, that when a word or phrase is defined, the defined meaning, capitalised, takes precedence over the common meaning of that word or phrase.

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really fit the text you have left in place.

### 2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Many of them strengthen the framework within which the agreement operates.

### 3. Our contract with you

This paragraph prevents a party from later saying he was relying on some other document or web site or conversation.

### 4. Acceptance of your order

This paragraph establishes the contract. This is very important in an Internet contract because there are so many places in the buying procedure where it could be claimed that the contract has been completed. By leaving the point at which the contract is formed as late as possible, you avoid a position arising where:

you hold your customers' goods; or

every piece of advertising or information on your website could constitute an offer; or

a customer could claim goods that you inadvertently priced wrongly; or

goods are provided later than you expected or represented.

There are three options. Make quite sure that one of these accurately reflects the way your order process works.

## **5. Price and payment**

You must edit these paragraphs to make sure that they reflect how your business works.

## **6. Security of your [credit card]**

This paragraph is more for information than contractual commitment. We have included it here because many users are reluctant to make payment, so this assurance given at the point of sale will allay their fears.

For payment you may have various alternatives like the PayPal and cheque. Edit this paragraph accordingly.

## **7. If you buy as a consumer**

If you sell only to businesses and organisations, delete this paragraph. These paragraphs ensure compliance with Electronic Communications and Transactions Act 2002 (ECTA) and other consumer protection law. The ECTA provides the 7 days cooling off period.

## **8. Delivery and pick up**

As for the paragraph on price and payment, there are many alternative ways that your business could work. Edit these paragraphs to suit your business. Goods must be delivered within 30 days period.

## **9. Foreign taxes and duties**

It is important to make this point clear if any of your sales are to other countries. It is not simply a question of avoiding expense or dealing with these

matters yourself. More important is that if you tangle with the tax authorities of a foreign government, you may find yourself on the wrong side of the law if you later travel to that country.

#### **10. Liability for subsequent defects**

The law lays down these minimum standards. You do not have to offer anything at all to foreign buyers. However, you might decide that bad Internet publicity is more than enough to incentivise you to look after the goodwill of your customers. The customer has a right to return the product within six month of purchase if any defect is discovered.

#### **11. Goods returned**

This paragraph provides for the alternative of stating your returns policy on your website. You could argue that a customer is unlikely to have your terms and conditions at hand when he wants to return goods.

It may be easier to edit text on a web page than to change your T&C document. The problem that may arise is that what you say on your website may not be contractually binding. If you are selling low value goods, it is unlikely to matter, but if each sale is for a high value, you need to get it right. The best course is to set out your conditions for return both in the T&C document and on your website.

#### **12. Disclaimers**

Disclaimers are not always binding. The law is complicated and much depends on the facts of each case. Our best advice to you is to include these disclaimers so far as they apply to your business.

#### **13. Your account with us**

These terms provide some protection in case of customer disputes about use of an account. We recommend leaving these if your website records customer information for subsequent purchases. If they are not applicable, remove them.

#### **14. Restrictions on what you may Post to Our Website**

This and the following four paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, and leave messages, and so on, the greater your risk. You cannot stop a criminal by a term in a document, but you can make clear to regular users, before and after the event, that you will take a tough line for bad behaviour.

The paragraphs in this section have two purposes: the first is the obvious and named purpose of preventing damage to your website and establishing a contractual obligation by your site users not to do so. Secondly, it may assist in protecting you from civil or criminal charges for which you may otherwise be liable as a result of what someone else posts to your website.

No matter what you put in these paragraphs, there is no certainty that you may not be the subject of some sort of attack or other problems. However, we do think it is worth providing a full and strict policy. By doing so, you have the best possible defence against anyone who claims he has been insulted, injured, defamed, or whatever.

Of course, anyone who wishes to continue to use your business will comply.

We suggest that you edit these paragraphs in line with the perceived extent of your risk.

#### **15. Your Posting: restricted content**

This paragraph continues in the vein of the previous one. As you see, we intend to make clear that certain other activities are prohibited.

#### **16. How we handle your Content**

It is a question of balance and maybe how your buyers will react. You are free to delete all or any of it.

This particular paragraph covers a sensitive issue. You should edit to suit the way you operate your business. You need to provide a balance between making precise promises which could trip you up on the one hand and giving a tight enough framework to convince doubters that you will not sell their data. You should also make sure you have the current Net Lawman privacy policy in support.

#### **17. Removal of offensive Content**

This paragraph is targeted at anyone who is aggrieved by your site content. He may or may not be one of your customers. By stating and following this policy you will reduce the chance of any claim for defamation, breach of copyright, and so on. Depending on how you attract acceptance of the terms generally, this paragraph may not be enforceable against a visitor who has not explicitly agreed to these T&C (for example, visitors who are not subscribers).

#### **18. Security of Our Website**

There is an intentional overlap here with the paragraph on restrictions on posting. Your need for this provision also depends on the extent to which

users are able to post content of any sort. Delete provisions which are stronger than you need.

**19. Indemnity**

We suggest no edits.

**20. Intellectual Property**

Few business managers appreciate just how much IP is owned by the business. There is an enormous variety of IP rights, from domain names to trade marks.

We suggest that you edit these paragraphs, but keep them within the document.

**21. Miscellaneous matters**

A number of special points. Unless you have a good reason to delete any one of these, we recommend that they should remain as drawn.

Take care before agreeing to accept service by e-mail. It may be convenient, but you could miss or accidentally delete the message.

**End of notes**