**TERMS OF SERVICE**

Website Terms and Conditions Template

**Last Updated: [DATE]**

**1. AGREEMENT TO TERMS**

These Terms of Service ("Terms") constitute a legally binding agreement between you and [COMPANY NAME] ("Company," "we," "us," or "our") concerning your access to and use of [WEBSITE URL] (the "Website").

By accessing or using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Website.

**2. ELIGIBILITY**

You must be at least [18] years old to use this Website. By using the Website, you represent and warrant that you meet this age requirement and have the legal capacity to enter into these Terms.

**3. USER ACCOUNTS**

To access certain features, you may need to create an account. You agree to:

• Provide accurate and complete registration information

• Maintain the security of your account credentials

• Promptly update your information if it changes

• Accept responsibility for all activities under your account

• Notify us immediately of any unauthorized use

We reserve the right to suspend or terminate accounts that violate these Terms.

**4. INTELLECTUAL PROPERTY RIGHTS**

The Website and its entire contents, features, and functionality (including but not limited to text, graphics, logos, images, software, and design) are owned by the Company and are protected by copyright, trademark, and other intellectual property laws.

You may not:

• Copy, modify, or distribute our content without permission

• Use our trademarks without written consent

• Remove any copyright or proprietary notices

• Create derivative works based on our content

**5. USER CONTENT**

If you submit, post, or upload content to the Website ("User Content"), you grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and display such content in connection with our services.

You represent that:

• You own or have rights to the User Content

• Your User Content does not violate any third-party rights

• Your User Content is not illegal, defamatory, or harmful

**6. PROHIBITED ACTIVITIES**

You agree not to:

• Use the Website for any unlawful purpose

• Violate any applicable laws or regulations

• Infringe on intellectual property rights

• Transmit viruses, malware, or harmful code

• Attempt to gain unauthorized access to our systems

• Interfere with the Website's operation

• Harass, abuse, or harm other users

• Use automated systems to access the Website without permission

• Engage in fraudulent activities

• Collect user information without consent

**7. PURCHASES AND PAYMENTS**

If you make purchases through the Website:

• All prices are in [USD/currency] unless otherwise stated

• We reserve the right to change prices at any time

• Payment is due at the time of purchase

• You agree to provide accurate payment information

• All sales are [final/subject to our refund policy]

**Refund Policy:** [REFUND POLICY: Describe your refund policy here, e.g., 'Refunds may be requested within 30 days of purchase for digital products that have not been downloaded.']

**8. THIRD-PARTY LINKS AND SERVICES**

The Website may contain links to third-party websites or services. We are not responsible for the content, privacy policies, or practices of third-party sites. Your use of third-party services is at your own risk.

**9. DISCLAIMERS**

THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

• MERCHANTABILITY

• FITNESS FOR A PARTICULAR PURPOSE

• NON-INFRINGEMENT

• ACCURACY OR COMPLETENESS OF CONTENT

WE DO NOT WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

**10. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR:

• INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES

• LOSS OF PROFITS, DATA, OR BUSINESS OPPORTUNITIES

• DAMAGES ARISING FROM YOUR USE OR INABILITY TO USE THE WEBSITE

OUR TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT YOU PAID TO US IN THE [12] MONTHS PRECEDING THE CLAIM, OR [$100], WHICHEVER IS GREATER.

**11. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Company and its officers, directors, employees, and agents from any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising from:

• Your use of the Website

• Your violation of these Terms

• Your violation of any third-party rights

• Your User Content

**12. GOVERNING LAW AND DISPUTE RESOLUTION**

**Governing Law:** These Terms shall be governed by the laws of the State of [STATE], United States, without regard to conflict of law principles.

**Dispute Resolution:** [Choose one:]

• Option A: Any disputes shall be resolved in the state or federal courts located in [COUNTY, STATE]

• Option B: Any disputes shall be resolved through binding arbitration under the rules of [AAA/JAMS]

• Option C: Disputes shall first be submitted to mediation, and if unresolved, to binding arbitration

**13. TERMINATION**

We may terminate or suspend your access to the Website immediately, without prior notice, for any reason, including breach of these Terms. Upon termination:

• Your right to use the Website ceases immediately

• Provisions that should survive termination will remain in effect

• We are not liable for any termination of your access

**14. CHANGES TO THESE TERMS**

We reserve the right to modify these Terms at any time. Changes will be effective when posted. Your continued use of the Website after changes constitutes acceptance of the modified Terms.

**15. SEVERABILITY**

If any provision of these Terms is found unenforceable, the remaining provisions shall continue in full force and effect.

**16. ENTIRE AGREEMENT**

These Terms, together with our Privacy Policy and any other legal notices on the Website, constitute the entire agreement between you and the Company regarding your use of the Website.

**17. CONTACT INFORMATION**

For questions about these Terms, please contact us at:

**Company:** [COMPANY NAME]

**Address:** [ADDRESS]

**Email:** [EMAIL]

**Phone:** [PHONE]

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