

# **Terms and Conditions Template for Online Stores**

Welcome to YOURSITE!

These Terms and Conditions (“Terms”) govern the YOURCOMPANY (“we,” “us” or “Company”) web site, YOURSITE (the “Site”) on any device.

The Site is provided as a service to our customers. These Terms govern your use of the Site. By using the Site, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use or access the Site. Your use of the Site constitutes your agreement to follow and be bound by these Terms.

## **Jurisdiction**

These Terms and Conditions and your use of the Site are governed by the laws of the YOURCOMPANY CITY AND COUNTRY OF RESIDENCE, without regard to any conflict of law provisions. The courts of general jurisdiction will have exclusive jurisdiction over any and all disputes arising out of, relating to, or concerning these Terms and Conditions and/or the Site or in which these Terms and Conditions and/or the Site are a material fact.

## **Terms Modification**

The Company may modify this Terms and Conditions at any time by publishing a revised version on the Site. We reserve the right to update or modify these Terms at any time without prior notice. We encourage you to review the Terms whenever you use or access the Site.

By continuing to use the Site after the effective date of any modifications to Terms and Conditions, you agree to be bound by the modified terms.

## **Assignment**

YOURCOMPANY may assign its rights and duties under these Terms and Conditions to any party at any time without notice to you.

## **Age restrictions**

By accepting these terms and conditions, you certify that you are 18 years old or older. If you are under the age of 18, but at least 13 years of age, you may use this website only under the supervision of a parent or legal guardian who agrees to be bound by these terms and conditions.

## **Content Permission & Restrictions**

Unless otherwise noted, the design of the Site, including information, data, text, photographs, videos, audio clips, written posts, articles, comments, software, scripts, graphics, and interactive features that are part of the Site (collectively, “Content”) are copyrights, trademarks, or other intellectual properties owned, controlled or licensed by us. The Content is intended solely for your personal and non-commercial use. No right, title, or interest in any Content is granted or transferred to you due to your use of the Site.

Certain parts of the Site that allow you to share Content on social media platforms grant you a limited license to display the Content as directed, and you understand that you have no other right, title, or interest in or to the Content.

Except as noted above, you may not reproduce, publish, transmit, distribute, display, modify, sell, or participate in any sale of any of the Content or the

Site. Your misuse of the Content may subject you to liability under federal, state, or international laws.

## **On-site Information Accuracy**

We do our best to ensure that information on the Site is complete, accurate, and current. However, information on the Site may occasionally be inaccurate, incomplete, or out of date. All specifications, products, descriptions, and prices of products on the Site are subject to change at any time without notice. We make all reasonable efforts to accurately display the attributes of our products, including the applicable colors. However, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. We do not warrant the accuracy or completeness of the information, content, or materials provided through the Site.

The inclusion of any products or services on the Site at a particular time does not imply or warrant that these products or services will be available at any time. We reserve the right to discontinue any product at any time.

## **Shipping Condition**

When an order is placed, it will be shipped to an address designated by you as long as that shipping address is compliant with the shipping restrictions contained on the Site. We use a third-party shipping agent to ensure the delivery of your purchased products.

Regardless of the effort we put in to meet all delivery deadlines, we do not warrant the delays may not happen because of postal/carrier delays,

logistics, or bad weather. However, we will keep you updated as much as we can, and you should be able to track your parcel's progress.

## **Email Communication**

By purchasing on the Site or otherwise creating an account on the Site, you understand that we may send you communications or data regarding our products and services. You agree to receive such communications from us.

Unless such email is necessary to facilitate a transaction, such as to complete a sale or provide you with information related to a purchase, we will give you the opportunity to opt-out of receiving these commercial emails from us by following the opt-out instructions provided in such message(s). Opting out may prevent you from receiving email messages regarding special offers, improvements, or other updates.

You also agree that all notices, disclosures, agreements, and other communications that we provide to you by email satisfy any legal requirement that such communications be in writing. Your consent to receive communications and do business by email, and our agreement to do so, applies to all of your interactions and transactions with YOURCOMPANY. Please keep us informed of any changes in your email address so you may continue to receive our communications without interruption.

## **Order Confirmation**

When you place an order, you should receive an acknowledgement e-mail confirming receipt of your order.

We only accept your order once payment has been approved and we have debited the payment card (and then the contract is made based on these terms).

We reserve the right, without prior notice, to limit the order quantity on any product and/or to refuse service to any customer. In the event we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

We also may require verification of information prior to the acceptance and/or shipment of any order.

## **Compliance and Availability**

The products sold through the Site are intended to comply with U.S laws and regulations. If you are a non-U.S based user, be advised that other countries may have laws, regulatory requirements, and product safety requirements that are different than those in the U.S.

Product availability on our Site is not guaranteed as it may be low in stock. If a product is not available by the time your order processes, we will notify you of this via e-mail. You will receive a shipping confirmation e-mail once your items have shipped.

## **User Comments**

We allow users to post comments, suggestions, ideas, materials, and other submissions ("User Comments") on the Site. These User Comments are

provided on a non-confidential basis and, by submitting User Comments, you are granting us an irrevocable and unrestricted license to fully exploit such User Comments. You agree that no User Comments submitted by you to the Site will violate any right of any third party, including copyright, trademark, privacy, or other personal or proprietary rights. You further agree that no User Comments submitted by you to the Site will be unlawful, abusive, or obscene material. You are and shall remain solely responsible for the content of any User Comments you make.

Although User Comments may be posted on the Site, the posting of those submissions does not constitute our endorsement of such User Comments. We are not responsible or liable for any claim, including, without limitation, loss or injury to real, tangible, or intellectual property, violations of personal privacy or privacy rights, actual, consequential, or punitive damages, personal injury, or wrongful death made in connection with User Comments. We reserve the right to remove any User Comments that we deem to violate the above.

## **Links to Third Party Site**

The Site may include links to other websites maintained by third parties. These links are provided to you solely as a convenience. Your access to these third party websites is at your own risk, and we will have no liability arising out of or related to such websites or your access to or use of such websites.

## **Prohibited Uses of Site**

You understand and agree not to (i) post, transmit, redistribute, upload, or

promote any communications or content that could harm or negatively impact our business, products, or services; (ii) act in a manner or employ any device that restricts, impairs, interferes or inhibits any other user from using or enjoying the Site, or which impacts the security of the Site, or (iii) employ any device or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation spiders, bots, crawlers, avatars or intelligent agents) to navigate or search the Site, or to copy content from the Site.

## **Registration, Accounts, and Passwords**

You are responsible for the personal protection and security of any password or username you may use to access the Site. You are responsible for all activity conducted on the Site that can be linked or traced back to your username or password. You are obligated to immediately report a lost or stolen password or username to our Customer Service.

If you believe someone has used your password or account without your authorization, you must notify Customer Service immediately. We reserve the right to access and disclose any information, including user names of accounts, and other information to comply with applicable laws and lawful government requests.

## **Disclaimer of Warranty & Limitation of Liability**

YOUR USE OF THE SITE IS AT YOUR RISK. THE INFORMATION, MATERIALS, CONTENT, AND SERVICES PROVIDED ON OR THROUGH THE SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING



WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. WITH RESPECT TO OUR PRODUCTS, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE MERCHANDISE CONTAINED ON OUR ORDER CONFIRMATION. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, EVEN IF WE ARE EXPRESSLY ADVISED ABOUT THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## **Indemnification**

You agree to indemnify and hold us, our directors, officers, employees, agents, affiliates, and subsidiaries harmless from and against any and all claims, damages, costs, and expense, including attorney fees, arising from or related to your use of this Site or breach of these Terms.

## **Disputes**

Considering the high cost of legal dispute, not only in dollars but also in time

and energy, both you and YOURCOMPANY agree to the following dispute resolution procedure: In the event of any controversy, claim, action, or dispute, the party asserting the dispute shall first try to settle such dispute by providing written notice to the other party by registered mail describing the facts and circumstances (including any relevant documentation) of the dispute and allowing the receiving party 30 business days from the date of mailing to respond to the dispute. Notice shall be sent to: YOURCOMPANY full address.

Unless you indicate otherwise in your notice, YOURCOMPANY shall respond to your notice using your last-used billing address or the billing and/or shipping address in your online profile.

If parties are unable to resolve the dispute, it should be processed in accordance to the Jurisdiction section of the Terms.

## **Privacy**

We are committed to protecting the privacy of the visitors to the Site. For information on how information is collected, used, or disclosed by us in connection with your use of the Site, please consult our [Privacy Policy](#).

## **Customer Service**

If you do not understand any of the foregoing Terms or if you have any questions or comments, please contact Customer Service at [info@YOURSITE.com](mailto:info@YOURSITE.com).



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