

# TERMS OF USE



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LEGAL

# Terms Of Use Overview

**WHAT IT IS:** Legalese that should be posted on your website(s) (along with your Privacy Policy – see above) in order to protect you.

**WHAT IT DOES:** Terms of Use – also called Terms of Service or Terms and Conditions – set the rules for anyone using your website. This is a great place to protect yourself and set expectations with your website visitors as to what is expected of them. In fact, it's the only chance you get to set those terms, so take advantage of it. Terms of Use:

- Outlines the rules for using your website and any content you provide there
- Limits your liability if a customer or site visitor takes you to court
- Protects the content you publish on your site
- Includes several other things like liability limitations, disclaimers, dispute resolution outlines, and DMCA compliance

**WHY YOU NEED IT:** There is no legal requirement for Terms of Use BUT if someone brings legal action against you as a result of using your website and its contents, a court will look at your Terms of Use documentation to determine the contractual agreement established between you and the parties visiting your website. Without Terms of Use posted on your website(s), you will have missed your opportunity to set the terms in your favor in the event a dispute arises.

**WHEN TO USE IT:** Once per website on every one of your websites. You can include a link to your terms of use from landing pages so that they're also covered without adding an additional page or navigation.

# Clause-By-Clause Explanations and Instructions

**Editing Instructions:** The first time you go through the template, customize it to your business according to the instructions below. Sections that should be filled in, altered to suit your needs, or deleted if they're not applicable to you are in **red**. Leave the signature section at the bottom and the **[Client Name]** in the recitals (the part between the title and the sections) blank for now. Then save the document – this will be *your* template going forward. Each time you bring on a new client, use your template and update the recitals with the client's name where it says **[Client Name]**.

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## 1. Privacy Policy

**Purpose:** This highlights that you also have a privacy policy on your website.

**Instructions:** Insert the link to your **[privacy policy url]**.

## 2. Intellectual Property

**Purpose:** Sometimes, you find that people may want to reuse your website information. Sometimes they link to it and, on occasion, they will try to use it as their own. The latter is stealing so we make it crystal clear that you own everything on your website.

**Instructions:** Insert the link to your privacy policy url.

## 3. Notice; Email Insufficient to Company

**Purpose:** If a user wants to provide notice under this agreement of any breach, cause of action, or infringement, we request that they not use email to contact you for the purpose of notice.

**Instructions:** None.

## 4. User Consent to Receive Communications in Electronic Form

**Purpose:** This requires that users accept email as the form of communication. There are too many users for there to be an alternative manner for you to communicate with your users.

**Instructions:** Insert your [Contact Email] where designated.

## 5. General Disclaimer

**Purpose:** This is designed to disclaim any perceived results or responsibility that a user may try to place on us for use of the website. Sometimes, people want to shift their responsibility from themselves on to others. Here, we are making them take responsibility for all of their own decisions. We provide information and even opinions, but the decisions made by users are those of the users. This protects your from liability of those user decisions based on information you provide.

**Instructions:** None.

## 6. Professional Disclaimer

**Purpose:** This is designed to disclaim any perceived results or responsibility that a user may try to place on us for use of the website. Sometimes, people want to shift their responsibility from themselves on to others. Here, we are making them take responsibility for all of their own decisions. We provide information and even opinions, but the decisions made by users are those of the users. This protects your from liability of those user decisions based on information you provide.

**Instructions:** None.

## 7. Warranty Disclaimer

**Purpose:** This clause explains that you are providing the service as-is. This would apply to a product as well but that should also be address in your purchasing terms. The idea here is to make sure there are no implied warranties accidentally by other language on the website.

**Instructions:** None.

## 8. Online Content Disclaimer

**Purpose:** This is another clause to limit your liability from a user misinterpreting the limitations of your content.

**Instructions:** None.

## 9. Third-Party Disclaimer

**Purpose:** This applies the same disclaimer for the above clauses but for third parties such as guest posts or videos that may be on your website.

**Instructions:** None.

## 10. No Guarantee of Results

**Purpose:** Another clause to make clear we are not guaranteeing results. The information is what it is and we are not responsible for any decisions or results of users.

**Instructions:** None.

## 11. Limitation of Damages; Release of Claims

**Purpose:** In the event a user can navigate around our disclaimers above, here is our catch-all limitation of liability to further ensure that we are not responsible for damages incurred by Users, for any reason.

**Instructions:** None.

## 12. Indemnification

**Purpose:** An indemnification clause assures that your clients will defend your company against all claims brought against you related to the services performed for your client. To indemnify means to “defend” or “hold harmless,” so here, the client agrees to cover your losses if they do something that causes you harm or causes a third party to sue you. Think of this clause as your safety net against claims brought against your company.

**Instructions:** None.

## 13. Modification of Terms of Use

**Purpose:** Explains that we may modify these terms from time to time and that we will contact them for any material changes.

**Instructions:** None.

## 14. Copyright Complaints and Copyright Agent

**Purpose:** These clauses are in compliance with the Digital Millennium Copyright Act. It's very important to maintain full compliance here as it provides protections for owners of websites.

**Instructions:** Insert your contact email where designated. This is required to maintain protections offered under the DMCA.

## 15. Security and Assumption of Risk

**Purpose:** User assumes the risk of using the website and also protecting its own username and password if one is created.

**Instructions:** None.

## 16. Confidentiality

**Purpose:** This is where user acknowledge that we may have to disclose some confidential information to provide services. This is more thoroughly discussed in the privacy policy but it enables you to work with third parties to provide services.

**Instructions:** None.

## 17. Severability

**Purpose:** The severability clause allows the main part of the contract to remain in effect even if certain clauses are illegal or unenforceable. On the off chance that a clause is unenforceable, this provision guarantees that one bad clause does not break or "sever" the deal completely. This is one of those "boilerplate" clauses that is really important.

**Instructions:** None.

## 18. Governing Law

**Purpose:** This clause clarifies what laws will govern this contract. Contract laws vary state-to-state, so the contract must clarify what state laws govern this particular agreement.

**Instructions:** Replace [County, State] with your state and county of your company's primary location. Please also insert your website [URL] where indicated..

## 19. Dispute Resolution

**Purpose:** This sets out a detailed protocol if there is a dispute. This scheme is designed to start with mediation (a voluntary negotiation process) and then end in arbitration (where an arbiter is used to make the final determination instead of a jury using the normal court system). This can save you lots of money on legal fees.

**Instructions:** Replace [County, State] with your state and county of your company's primary location. This is where your mediation or arbitration will take place.

At the end of the Terms, there is an acknowledgment. Please insert the [Privacy Policy URL] where indicated.