TERMS AND CONDITIONS

Effective Date: _____

These Terms and Conditions ("Terms") are a legal agreement between you and _____ ("we," "us" or "our"). They govern your use of our website at _____ and any app, content, products and services we offer through it (together, the "Services"). By accessing or using the Services, creating an account or placing an order, you agree to these Terms. If you do not agree, do not use the Services.

1. ELIGIBILITY AND ACCOUNTS

You must be at least _____ years old to use the Services. If you are under 18, you may use them only with the permission of a parent or guardian who agrees to these Terms for you. The Services are not directed to children under 13.

If you create an account, you agree to give accurate information, keep your password confidential, and tell us at _____ if someone uses your account without permission. You are responsible for activity under your account.

2. PURCHASES, SHIPPING AND RETURNS

(Complete if you sell anything.) Prices are shown on the Services and do not include taxes unless stated. You authorize us and our payment processors to charge your payment method for your purchases. We may cancel an order with a pricing error and refund what you paid.

Shipping: we will ship within _____ or, if no time is stated, within 30 days after we receive your complete order. If we cannot ship on time, we will let you choose to accept the delay or cancel for a prompt refund.

Returns (check one): [ ] Returns accepted within _____ days after delivery or purchase; return shipping paid by [ ] the customer [ ] us. [ ] All sales are final, except for damaged, defective or wrong items or where the law requires a refund. [ ] See our Return and Refund Policy at _____.

3. SUBSCRIPTIONS AND AUTOMATIC RENEWAL

(Complete if you sell subscriptions.) SUBSCRIPTIONS RENEW AUTOMATICALLY AND WE CHARGE YOUR PAYMENT METHOD EVERY [ ] MONTH [ ] YEAR UNTIL YOU CANCEL. Before you subscribe, we show you the price, how often you will be charged, any free trial and how to cancel, and we ask for your consent.

Free trial: _____ days; the paid subscription starts when the trial ends unless you cancel first. You can cancel at any time by: [ ] account settings or cancel link [ ] email to _____ [ ] phone at _____. On cancellation: [ ] access continues to the end of the billing period, with no partial refund [ ] we refund the unused part of the period on a prorated basis. We will tell you about a price increase before it takes effect.

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

4. USER CONTENT AND ACCEPTABLE USE

If you post content on the Services, you keep ownership of it and grant us a worldwide, non-exclusive, royalty-free license to host, display and distribute it to operate and improve the Services. You confirm you have the rights to post it. We may remove content that violates these Terms or the law.

You agree not to break the law, infringe anyone's rights, post anything defamatory, harassing or obscene, upload harmful code, try to gain unauthorized access, impersonate anyone, or send spam. Also (check any): [ ] no scraping or automated access [ ] no use of content to train AI models [ ] no reselling or sharing access. Nothing in these Terms limits your right to give an honest review of our products, services or conduct.

5. INTELLECTUAL PROPERTY AND COPYRIGHT

The Services and their content, other than content users submit, belong to us or our licensors. We grant you a limited, non-exclusive, revocable license to use the Services for their intended purpose. You may not copy, sell or create works based on them without our written permission.

Copyright complaints under the Digital Millennium Copyright Act (17 U.S.C. § 512) go to our designated agent: name _____, address _____, email _____, phone _____. A notice must include your signature, the work claimed to be infringed, the material and where it is, your contact details, a good-faith statement that the use is unauthorized, and a statement under penalty of perjury that the notice is accurate and you are authorized to act for the owner. We terminate repeat infringers in appropriate circumstances.

6. DISCLAIMERS AND LIMITATION OF LIABILITY

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT THE LAW ALLOWS. WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND OUR TOTAL LIABILITY WILL NOT EXCEED THE GREATER OF THE AMOUNTS YOU PAID US IN THE PRIOR 12 MONTHS OR $_____. Some states do not allow these exclusions, so some may not apply to you.

You agree to indemnify us against claims arising from your violation of these Terms or the law, your content or your misuse of the Services.

7. TERMINATION, DISPUTES AND GOVERNING LAW

You may stop using the Services at any time. We may suspend or end your access if you violate these Terms, if the law requires it, or if we stop offering the Services.

Before starting a formal proceeding, each side will send the other a written notice and try to resolve the dispute informally for 30 days. Then (check one): [ ] claims go to the state or federal courts in _____ County, _____ (state), or small claims court; [ ] claims go to binding individual arbitration under the Federal Arbitration Act, administered by [ ] AAA

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[ ] JAMS under its consumer rules, with a small claims exception and a jury trial waiver. These Terms are governed by the laws of _____ (state).

8. CHANGES AND CONTACT

We may update these Terms by posting the new version with a new effective date and (if checked) [ ] emailing users before material changes take effect. Continued use after the effective date means you accept the update.

Business name: _____

Mailing address: _____

Email: _____ Phone: _____

Note: this blank is a starting point. Delete sections that do not apply, describe only what you really do, and add the California Civil Code § 1789.3 notice if you have California users.

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