

---

# Website Terms of Use

Professionally crafted template -- not a substitute for legal advice.

---

## WEBSITE TERMS OF USE

Effective Date: [Effective Date]

Welcome to [www.example.com](http://www.example.com) (the "Website"), operated by Acme Inc. ("we," "us," or "our"). These Terms of Use ("Terms") govern your access to and use of our Website, including any content, functionality, and services offered on or through the Website.

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

### 1. Eligibility and Account Registration

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

If you create an account on the Website, you agree to: (a) provide accurate, current, and complete information during registration; (b) maintain and promptly update your account information; (c) maintain the security of your password and accept all risks of unauthorized access; (d) promptly notify us if you discover or suspect any security breach related to your account.

You are responsible for all activities that occur under your account. We reserve the right to suspend or terminate your account if any information provided is inaccurate, incomplete, or fraudulent.

### 2. Acceptable Use Policy

You agree not to use the Website:

- (a) In any way that violates any applicable federal, state, local, or international law or regulation;
- (b) To transmit any material that is defamatory, obscene, threatening, harassing, abusive, or hateful;
- (c) To impersonate or attempt to impersonate another person or entity;
- (d) To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Website;
- (e) To introduce any viruses, Trojan horses, worms, or other malicious or technologically harmful material;
- (f) To attempt to gain unauthorized access to any part of the Website, other accounts, computer systems, or networks;
- (g) To use any robot, spider, scraper, or other automated means to access the Website without our prior

---

written permission;

(h) To collect or harvest any personally identifiable information from the Website;

(i) To use the Website for any commercial purpose not expressly authorized by us;

(j) To interfere with or disrupt the Website or the servers or networks connected to the Website.

We reserve the right to terminate your access to the Website for any violation of this Acceptable Use Policy.

### **3. Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, audio, design, selection, and arrangement) are owned by Acme Inc., its licensors, or other providers of such material and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms do not grant you any right, title, or interest in the Website or its content, nor any license to access or use the Website except as expressly set forth herein. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

All trademarks, service marks, logos, trade names, and any other proprietary designations used on the Website are the trademarks or registered trademarks of their respective owners. Nothing on the Website grants, by implication, estoppel, or otherwise, any license or right to use any trademark without prior written permission.

### **4. User-Generated Content**

The Website may allow you to post, submit, publish, or display content, including text, images, comments, and other materials ("User Content"). You retain ownership of your User Content, but by posting User Content on the Website, you grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable license to use, reproduce, modify, adapt, publish, translate, distribute, and display your User Content in connection with the Website and our business.

You represent and warrant that: (a) you own or have the necessary rights to post your User Content; (b) your User Content does not violate any third party's rights, including intellectual property rights and privacy rights; (c) your User Content complies with these Terms and all applicable laws.

We have the right, but not the obligation, to monitor, edit, or remove any User Content that we determine, in our sole discretion, violates these Terms or is otherwise objectionable. We are not responsible for any User Content posted by you or any third party.

### **5. Copyright Infringement (DMCA)**

---

If you believe that any content on the Website infringes your copyright, please send a written notification to our designated DMCA agent at [dmca@example.com](mailto:dmca@example.com) containing:

- (a) A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- (b) Identification of the copyrighted work claimed to have been infringed;
- (c) Identification of the material that is claimed to be infringing and its location on the Website;
- (d) Your contact information, including address, telephone number, and email address;
- (e) A statement that you have a good faith belief that use of the material is not authorized by the copyright owner;
- (f) A statement, made under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the copyright owner.

We will respond to valid DMCA notices in accordance with the Digital Millennium Copyright Act.

## **6. Disclaimers and Limitation of Liability**

THE WEBSITE AND ALL CONTENT, MATERIALS, AND SERVICES PROVIDED ON THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL Acme Inc., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY.

OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, WHICHEVER IS GREATER.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OF LIABILITY. IN SUCH JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **7. Governing Law and Dispute Resolution**

---

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions.

Any dispute arising out of or relating to these Terms or the Website shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association, conducted in Wilmington, Delaware. The arbitrator's decision shall be final and binding.

You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction.

## **8. General Provisions**

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

8.2 Termination. We may terminate or suspend your access to the Website at any time, without prior notice or liability, for any reason.

8.3 Severability. If any provision of these Terms is found invalid, the remaining provisions shall continue in effect.

8.4 Entire Agreement. These Terms, together with our Privacy Policy, constitute the entire agreement between you and us.

8.5 Waiver. Our failure to enforce any provision shall not constitute a waiver.

8.6 Contact Information. For questions about these Terms, contact us at: [legal@example.com](mailto:legal@example.com)

Acme Inc.  
123 Main Street, City, State 12345

## **SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

---

**Company Representative**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_