TERMS OF USE BUILDER

**You already have a privacy policy that demonstrates the maturity of your brand, gives your clients comfort that you acknowledge and**

**respect their important personal information, and checks the box on an important legal requirement. Your privacy policy lets your ideal**

**clients know how you will use their information.**

**Now you need to be sure your website visitors know how they can use *your* information.**

*Ready? In three quick steps, your Terms of Use document will be ready for its place in your website’s footer.*

The copy-and-paste version of your terms and conditions is on the next page. Transfer it to the Wordpress or other page where you will store this important document, and then follow the steps below to customize it just for you.

1. Fill in your website name, contact information, state, and the month and year in the yellow spaces. Put a link to your privacy policy in the purple space.

2. If you accept blog comments (or other user-created content) or have a contact

form, remove the orange highlighting in the center of the document (you may have to do this in the “paint bucket” button/menu, rather than the highlight menu). If you do not have either one, remove the orange highlighted text section entirely.

3. Link to it prominently in the footer.

**TERMS OF USE
This is a binding legal contract. Please read it in full.**

Welcome to [your site]. This website is made available to you on the following conditions, and you consent to these terms by continuing to use the site. Please read them carefully, and if you disagree with any, navigate away from the site.

Sometimes, you will be subject to additional terms and conditions, such as when you purchase something or disclaimers which may appear on the site.

**PRIVACY POLICY**

To learn how we handle information that we learn about visitors to our site, please visit our privacy policy page.

**ELECTRONIC COMMUNICATIONS**

You consent to receive communications from us electronically and agree that any notices or disclosures we are required to provide to you now or in the future may be provided to you in electronic form.

**OUR COPYRIGHTS**

The content you see here, including text, images, custom software, compilations of resources, and audio and video content, or made available by the site elsewhere, is the sole and exclusive property of [you or your business name]. It is protected by United States and international copyright laws. We take our intellectual property rights seriously and search for infringing uses of our copyrighted material, such as copying, passing off as your own, or other infringing uses, whether personal or commercial. If you desire to use the information on this website other than by viewing it for your personal use, we offer licenses, starting at $5,000 each, to do so. If you are found using the information other than as explicitly allowed by this agreement, we will notify you and bill you accordingly.

**OUR TRADEMARKS**

Logos, slogans and catchphrases, design aspects of the site, icons, scripts, and service names which appear on the site or elsewhere are trademarks of [your or your business name] and protected by U.S. law. These trademarks help consumers identify [you or your business name] as the source of the information or materials bearing the logo, slogan, or other trademarked design. They may not be used by you in any way that is likely to cause confusion among consumers, implies a connection or endorsement, or that undermines or discredits the brand.

**ACCESS RESTRICTIONS**

You are permitted to use the site for personal and non-commercial use. This means you cannot resell or make other commercial use of any of the content on this site, such as by downloading, copying, duplicating, reproducing, or otherwise removing information from the site for your (or a third party’s) commercial benefit, whether manually or by electronic means. We reserve all rights, including those not expressly granted in these Terms or elsewhere on the site.

You may not engage in tactics to gain an unpermitted benefit from the site, such as hiding logos or content to improve search rankings.

You are responsible for understanding the laws of your jurisdiction as they pertain to using a website like this one, and agree to be bound by the requirements of those laws.

The limited license you are granted to use this site is terminated if you violate any of these Terms.

CONTENT PROVIDED BY YOU

Occasionally we may make comment features available to site visitors. You agree not to post anything illegal, vulgar, threatening, obscene, defamatory, libelous, or infringing, or to make use of comment features to promote spam, commercial solicitation, or software viruses. We reserve the right to delete any comment regardless of its contents, and to block you from our site in our sole discretion.

We also make a contact form available for your use.

Whether you provide content to use through a comment feature or contact form, you give us a non-exclusive, royalty free right to use, reproduce, publish, adapt, display, and distribute any such content throughout the world in any form. This includes the right to include the name under which you submitted the content. Please be aware of this before sending personal information or information with commercial value, whether by or about you or any third person or entity.

We take no responsibility or assume liability for any content posted by you or any third party.

**COPYRIGHT ISSUES**

We take copyright issues seriously. If you feel we have infringed upon your copyrights, please contact us at [contact form, email address, or telephone number]. We will promptly investigate the matter.

**OTHER PARTIES’ INFORMATION**

Occasionally, we will post about, or allow other parties to post about, information and services provided by companies other than [you or your company]. We do not warrant the offerings of these companies or the safety of their websites. We do not assume any responsibility for their actions, or the outcome of using their products or content. You are advised, and agree, to review the terms and privacy policy governing the information, services, and goods of third parties you may learn about on this site.

**DISCLAIMER OF WARRANTIES; USE AT YOUR OWN RISK**

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**GOVERNING LAW**

By using the site, you agree that any dispute related to these terms or with [you or your company name] will be governed by the laws of the state of [your state], without regard to principles of conflict of laws, and you agree to submit to personal jurisdiction of [your state].

**AMENDMENTS AND OTHER MATTERS**

We may make changes to the site, our offerings or information, and these terms at any time and without prior notice.

If any of these terms is deemed invalid for any reason, that term shall be severable and the remaining terms shall be given their maximum effect.

By using this site, you certify that you are over the age of eighteen.

If you make a purchase on this website, you are subject to this agreement and others, including our no refunds policies, if any.

Updated [Month, Year]