

Terms of Use Agreement Checklist

Telling the public what they need to know

Checklist-Only Whitepaper. | [Get the Full Checklist Mini-Manual.](#)

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Not sure how all this applies to you? Have some other question about this paper? Give us a call, email us, or visit our website. We're generally good and helpful people, and will try to help you out as best as we can.

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Terms of Use Agreement Checklist

User Agreement Generalities

- User Agreement Blurp
- Right or limited right to use
- Ability to Accept Terms of Use
- Access Statements
- No Agency
- Interference
- Abuse
- Website linking
- Disclaimers
- Liabilities
- Indemnification
- Release
- Forum selection
- Dispute Resolution
- Remedies
- Statute of limitations

Account or Posting Materials

- Accounts
- Privacy
- Rules of Conduct
- Content
- User Submissions
- Intellectual property rights
- Copyright Infringement
- Copyright Infringement Notification
- User Rights Transferred and Retained
- Termination and Suspension

Additional Fees and Services

- Fees and services

Ecommerce or Sales Materials

- Services or goods
- Payment for goods and payment of applicable taxes
- Limitation of liability as applied to goods, services or sales
- Refund and return policies

User Agreement Notices

- Additional Terms
- Modifications to the website
- Notices
- Warranty Disclaimer
- Assignment
- Copyright notice
- Trademark notice
- General
- Violations of the terms of use
- Last Update

Get the expanded descriptions of each bullet point in PDF form!

User Agreement Blurp

- Short welcoming blurp. Everyone must read & accept the agreement before using the site.
- Right, or limited right to use.**
- Limitations on the permitted use of any information made available, notices regarding restrictions, Acceptance of the agreement, and what is not allowed.

Ability to Accept Terms of Use

- Affirm that visitors are competent or able to enter into this agreement.

Access

- The website is for visitor's personal, not commercial use. Will users need an account to access pages? Is there a legal age required to use your website?

No Agency

- Clearly state that no agency etc. is intended or created by this agreement.

Interference

- Will your site be accessible 24/7? Will all pages be accessible by all users? Can your users use or launch automated systems like bots or spiders? Are search engines allowed to do this?

Abuse

- What constitutes abuse?

Website linking

- Does your website link to others via textlinks, ads, accounts, etc? State that you cannot be held accountable or liable for the content of these sites.

Disclaimers.

- Make any disclaimers, with notice that you're providing the information "as is," with no representations and warranties.

Liabilities

- You have no control over the accuracy of listings or reports on your site, and cannot be held liable for the truth of other users or the information they post. Do you guarantee 100% uptime and access to your customers? If found guilty, what is the limit of payment liability?

Indemnification.

- Require users to indemnify, defend, and hold you and your affiliates harmless from any liability, loss, claim, and expense, including attorney's fees and expenses, related to a user's violation of the agreement or use of the Web site.

Release

- Dispute between any users, must release your website from claims and damages. Include a waiver of California Civil Code§1542.

Forum Selection.

- State that any dispute or claim that arises must be brought in the city that is the company's principal place of business.

Dispute Resolution

- How will disputes be resolved?

CONSULT WITH YOUR LAWYER.

Remedies.

- The limitation of the remedies available to a disgruntled party should be featured prominently in the agreement.

Statute of limitations.

- Any claims brought by an unhappy customer, could include a shortened statute of limitations. For example, "Any cause of action by the customer must be instituted within one (1) year after purchase or use or be forever waived and barred!"

Accounts

- Can visitors use accounts that don't belong to them? MUST a visitor change their password, and how often CAN a visitor change their password.

Privacy

- Point them to your privacy policy with a link

Rules of Conduct

- Are there standards which MUST be followed when accessing your site? What acts are expressly forbidden?

Content

- What rights does the user give or give away when they post content? What rights do you return to the poster (if applicable)?

User Submissions

- Do you endorse, support, or assume responsibilities for all postings? Note that the user is responsible for the original material posted to your website, and the sole recourse for any damage suffered as a result of a user submission.

Intellectual property rights

- What intellectual property rights do you retain for your site? Can visitors use materials found on your website without prior written permission?

Copyright Infringement

- Do not condone the posting, or distribution/reproduction/modification of any submission without obtaining prior consent. Reserve the right to remove items which may infringe upon the copyright of others. Reserve the right to terminate accounts of believed infringers.

Copyright Infringement Notification

- Where can users send their complaints regarding copyright infringements?

User Rights Transferred and Retained

- Will users retain the copyright for their posted materials? Are any rights for posted material retained by your website until removed or deleted by the user?

Termination and Suspension

- Can you terminate accounts and access to your website without notice?

Fees and services

- Are fees required? What in normal, and what constitutes "expanded services"?

Services or goods.

- What goods or services do you provide?

Payment for goods/payment of applicable taxes.

- State that customers must pay any charges/sales tax/use tax.

Limitation of liability as it applies to goods or services or sales

- State that your website will not be liable for anything other than the price of the product or service purchased.

Refund and return policies.

- Clearly state your refund and return policy.

Additional Terms

- Are there additional terms or conditions?

Modifications to the website

- Note that you reserve the right to modify or discontinue your website without notice, and are not liable to any users or third party for said modification, suspension or discontinuance.

Notices

- How, when, and whom will distribute notices.

Warranty Disclaimer

- Website use is done at the visitor's risk, and there is no way for you to be at fault. Ever.

Assignment

- You may assign, transfer, delegate or sublicense rights without restriction.

Copyright notice

- What year is your site copyrighted, and who is the owner of said materials?

Trademark notice

- Which things are trademarked, and who owns the trademark?

General

- Give your contact information and possible complaints addresses, as well as any closing remarks. If a portion of the Terms of Use becomes invalid in a court of law, state that the rest of the agreement remains in full force and effect.

Violations of the terms of use

- Request that your users report violations.

Last Update

- Note the date you last updated your Terms of Use Agreement materials.

