

Sample Terms of Service Agreement (Template)

This Terms of Service Agreement ("Agreement") is a legal agreement between you ("Partner/ Affiliate" or "you") and [your company name] ("Company" or "we") governing your use of [company's product/service] ("Product/Service"). By accessing or using the Product/Service, you agree to be bound by the terms and conditions of this Agreement.

1. Acceptance of Terms

By using the Product/Service, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree with any part of this Agreement, you must not use the Product/Service.

2. Use of the Product/Service

a. Eligibility: You must be at least 18 years old or have the legal capacity to enter into a binding agreement in your jurisdiction to use the Product/Service.

b. License: Subject to your compliance with this Agreement, we grant you a limited, nonexclusive, nontransferable, revocable license to use the Product/Service for personal or internal business purposes.

c. Prohibited activities: You agree not to engage in any activity that may interfere with or disrupt the Product/Service or violate any applicable laws or regulations.

3. Intellectual Property

a. Ownership: The Product/Service and all associated intellectual property rights are owned by the Company. You acknowledge that you have no ownership or rights to the Product/Service except as expressly granted in this Agreement.

b. Restrictions: You agree not to copy, modify, distribute, sell, or lease any part of the Product/Service, or reverse engineer, or attempt to extract the source code of the Product/Service.

4. Privacy and Data Protection

a. Data collection: By using the Product/Service, you consent to the collection and use of your personal information as outlined in our Privacy Policy.

b. Security: We take reasonable measures to protect your personal information, but we cannot guarantee absolute security. You are responsible for maintaining the confidentiality of your account credentials.

5. Limitation of Liability

a. Disclaimer: The Product/Service is provided on an as-is and as-available basis. We make no warranties or representations, express or implied, regarding the Product/Service.

b. Limitation of liability: To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with the use of the Product/Service.

6. Termination

a. Termination by User: You may terminate this Agreement by discontinuing the use of the Product/Service.

b. Termination by Company: We reserve the right to suspend or terminate your access to the Product/Service at any time, without prior notice, for any reason.

7. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of [jurisdiction]. Any disputes arising out of or in connection with this Agreement shall be resolved through binding arbitration in accordance with the rules of [arbitration organization].

8. Miscellaneous

a. Entire Agreement: This Agreement constitutes the entire agreement between you and the Company regarding the use of the Product/Service.

b. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

c. Modifications: We reserve the right to modify or update this Agreement at any time. Any changes will be effective upon posting the revised Agreement on our website.

By using the Product/Service, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

If you have any questions or concerns regarding this Agreement, please contact us at [contact information].

Date: [Date of agreement]

[Your company name]

[Your company address]