

WEBSITE USAGE LICENSE – DISCLAIMERS & LIMITATION OF LIABILITY

User expressly agrees that User's use of Licensor's website is at User's sole risk. Neither Licensor, its subsidiaries, affiliates nor any of their respective employees, agents, third party content providers or licensors warrant that Licensor's website will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of Licensor's website, or as to the accuracy, reliability or usefulness of any information, service or merchandise provided through Licensor's website.

Licensor's website is provided for use on an "as is" basis without warranties or conditions of any kind, either expressed or implied, including, but not limited to, warranties or conditions of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications failure, theft or destruction or unauthorized access to, or alteration of, information of record, whether for breach of contract, tortious behavior, negligence and any other cause of action. User specifically acknowledges that Licensor is not liable for any damages or injury caused by the conduct of other users or third parties and that the risk of injury from the foregoing rests entirely with the user.

In no event shall Licensor or any person or entity who provides content, products or information on Licensor's website be liable for any damages, including, but not limited to, direct, indirect, incidental, special, consequential or punitive damages, arising from the use or inactivity through Licensor's website, even if Licensor or its content providers were the reasonable cause of such damages. User hereby acknowledges that the provisions of this section shall apply to content on Licensor's website.

In addition to the foregoing, Licensor, its subsidiaries, affiliates, information providers or content partners shall have no liability, regardless of the cause or duration for any errors, inaccuracies, omissions, delays, interruptions, or the lack of usefulness, timeliness or authenticity of, the information contained on Licensor's website, or for any delay or interruption in the transmission thereof to User, or for any claims or losses arising therefrom or occasioned thereby. None of the foregoing parties shall be liable for any third party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages. Licensor, its subsidiaries, affiliates, information providers or content partners shall have no liability for business, career, tax, personal or any other decisions made by User based on the information provided. Neither Licensor, nor its subsidiaries, affiliates, information providers or content partners warrant or guarantee the timeliness, accuracy or completeness of this information, or any results obtained from the use of such information.

Any third party software provided with Licensor's website is provided by such third party and User shall be subject to the terms and conditions of the third party software licence agreement. User hereby agrees that third party and Licensor shall not be held responsible under any circumstances for the third party software.