

Limitation of Liability and Warranty Provisions

1. Warranty Disclaimer

The products and services provided by the Company are supplied “as is” and “as available,” without warranty of any kind, either express or implied, including, without limitation, any warranties of merchantability, fitness for a particular purpose, or non-infringement. The Company does not warrant that the products or services will meet Customer’s requirements or that operation will be uninterrupted or error-free.

2. Limitation of Liability

In no event shall the Company be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the service; (b) any conduct or content of any third party on the service; or (c) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, regardless of whether the Company has been informed of the possibility of such damage.

3. Maximum Liability

The total liability of the Company to the Customer for any claims arising out of or relating to the agreement or the use of the products or services shall not exceed the amount paid by the Customer to the Company for the relevant products or services during the twelve (12) months preceding the event giving rise to such liability.

4. Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

Important Notes

- This document should be reviewed and customized by legal counsel for your specific business context.
- State and country laws vary on the permissibility of warranty and liability limitations.
- Clear communication of these terms to users or customers is critical for enforceability.
- Always keep records of acceptance or acknowledgment of these provisions by your customers.