

# Australian users

## **Limitation of Liability**

Nothing in these Terms excludes, limits or changes any warranty, condition, indemnity, right or protection that the User may have under the Competition and Consumer Act 2010 (Cth) or other similar state and territorial laws and which constitute a right. which cannot in any way be excluded, limited or modified (non-excludable right). To the maximum extent permitted by law, our liability to you, liability for the violation of a non-excludable right and any other liability not otherwise excluded under these Terms and Conditions, is limited, at the Owner's discretion, to a new supply of the services or to the payment of the cost for the repetition of their supply.

# USA users

## **Disclaimer of Warranty**

The Owner provides this Website "as is" and according to availability. The use of the Service is at the User's own risk. Within the maximum limits permitted by law, the Owner expressly excludes the conditions, agreements and guarantees of any kind - whether express, implied, statutory or other, including, by way of example but not limited to, any implicit guarantees of marketability, suitability for a particular purpose or non-violation of the rights of third parties.

No advice or information, whether oral or written, that the User has obtained from the Owner or through the Service will create guarantees not expressly provided for in this document Notwithstanding the foregoing, the Owner and its subordinates, affiliates, officers, agents, co-owners of the brand, partners, suppliers and employees do not guarantee that the content is accurate, reliable or correct; that the Service will be available, in an uninterrupted and secure manner, at any particular time or place; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components.

Any content downloaded or otherwise obtained through the use of the Service is downloaded at the User's own risk and the User is solely responsible for any damage to the computer system or mobile device or for the loss of data resulting from such operation. or from the use of the Service by the User.

The Owner does not guarantee, approve, assure or assume responsibility for any product or service advertised or offered by third parties through the Service or any website or service connected via hyperlink. Furthermore, the Owner does not take part or in any way monitor any transaction between Users and third party suppliers of products or services.

The Service may become inaccessible or may not work properly with the User's browser, device and / or operating system.

The Owner cannot be held responsible for any damage, whether perceived or actual, deriving from the content, operation or use of the Service. Federal laws, some states and other jurisdictions do not allow the exclusion and limitation of certain implied warranties. The above exclusions may not apply to Users.

This Agreement gives Users special legal rights. Users may have additional rights which vary from state to state. The limitations and exclusions set forth in this Agreement apply within the limits set by law.

## Limitation of Liability

Within the maximum limits permitted by applicable law, in no case can the Owner and his subordinates, affiliates, officers, agents, co-owners of the brand, partners, suppliers and employees be held responsible for

- any indirect, intentional, collateral, particular, consequential or exemplary damage, including, but not limited to, damage resulting from loss of profits, goodwill, use, data or other intangible losses, arising from or relating to 'use, or the inability to use the Service; is
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or the User account or the information contained therein;
- any error, lack or inaccuracy in the contents;
- personal injury or material damage, of any nature, resulting from the access or use of the Service by the User;
- any unauthorized access to the Data Controller's security servers and / or to any personal information stored therein
- any interruption or cessation of transmissions to or from the Service;
- any bugs, viruses, Trojans or similar that may be transmitted to or through the Service;
- any error or omission in any content or for any loss or damage suffered as a result of the use of any content published, emailed, transmitted or otherwise made available through the Service; and / or
- the defamatory, offensive or illegal conduct of any User or third parties. In no case can the Owner and his subordinates, affiliates, officers, agents, co-owners of the brand, partners, suppliers and employees be held responsible for any request for compensation, procedure, liability, obligation, damage, loss or cost for an amount exceeding that paid by the User to the Owner during the previous 12 months, or for the duration of this Agreement between the Owner and the User, whichever is shorter.

This section on the limitation of liability applies to the maximum extent permitted by the law in the applicable jurisdiction, regardless of whether the alleged liability arises from contract, tort, negligence, strict liability or any other basis, even if the Controller had been advised of the possibility of such damage occurring. Some jurisdictions do not allow the exclusion or limitation of collateral and consequential damages, therefore the above limitations or exclusions may not apply to the User. These Terms give the User specific legal rights and the User may enjoy other rights which vary from jurisdiction to jurisdiction. The waivers, exclusions or limitations of liability provided for by these Terms do not apply beyond the limits provided for by applicable law.

## Indemnify

The User undertakes to defend, indemnify and hold harmless the Owner and his subordinates, affiliates, officers, agents, co-owners of the brand, partners, suppliers and employees from and against any claim or claim, damage, obligation, loss, liability, burden o debt and expense, including, without limitation, legal fees and expenses arising out of:

- the use or access to the Service by the User, including any data or content transmitted or received by the User;
- the violation of these Terms by the User, including, by way of example but not limited to, any violations by the User of any declaration or guarantee provided for by these Terms;
- the violation by the User of any third party rights, including, but not limited to, any rights relating to privacy or intellectual property;

- the violation by the User of any law, rule or regulation in force
- any content sent from the User's account, including, by way of example but not limited to, misleading, false or inaccurate information and also including the case in which access is made by third parties with the User's personal username and password or other security measures, if any;
- the User's malicious conduct; or
- the violation of any legal provision by the User or its affiliates, officers, agents, co-owners of the brand, partners, suppliers and employees, within the limits permitted by applicable law.