

DISCLAIMERS

THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS AND CONDITIONS OF THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED AGREEMENT. EXCEPT AS SPECIFICALLY WARRANTED ON THE THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED AGREEMENT, ALL SOFTWARE, MATERIALS AND SERVICES PROVIDED AT THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED, FOR ITSELF AND ON BEHALF OF ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE LICENSORS (IF ANY) AND SUPPLIERS, DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

NEITHER THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED NOR ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE LICENSORS (IF ANY) AND SUPPLIERS WARRANT THE ACCURACY, COMPLETENESS OR QUALITY OF ANY OF THE MATERIALS OR SERVICES.

LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED, ITS SUBSIDIARIES OR AFFILIATES OR THEIR RESPECTIVE LICENSORS (IF ANY), OR ITS SUPPLIERS, OR OTHER THIRD PARTIES MENTIONED AT THIS SITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEBSITES LINKED TO THIS SITE, OR THE SOFTWARE, MATERIALS OR SERVICES CONTAINED AT ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE MATERIALS, SOFTWARE OR SERVICES FROM THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS SITE IS CONTROLLED AND OPERATED BY THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED FROM ITS OFFICES
IN THE UNITED KINGDOM.

INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, LICENSORS, SUPPLIERS, ALLIANCE MEMBERS, OTHER PARTNERS, EMPLOYEES AND REPRESENTATIVES HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR SUBMISSION, YOUR USE OF OR CONNECTION TO THE SITE (INCLUDING ANY USE BY YOU ON BEHALF OF YOUR EMPLOYER), YOUR VIOLATION OF THE TERMS, OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER.

JURISDICTION

THESE TERMS ARE TO BE GOVERNED AND CONSTRUED BY THE SUBSTANTIVE LAW OF THE UNITED KINGDOM. IN THE EVENT OF A DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, OR YOUR USE OF OR ACCESS TO THIS SITE.

TRADEMARKS

"THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED TRADEMARKS" MEANS ALL NAMES, MARKS, BRANDS, LOGOS, DESIGNS, TRADE DRESS, SLOGANS AND OTHER DESIGNATIONS THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED USES IN CONNECTION WITH ITS PRODUCTS AND SERVICES. YOU AGREE TO COMPLY WITH THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED LOGO TRADEMARK REQUIREMENTS. YOU MAY NOT REMOVE OR ALTER ANY THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED TRADEMARKS, OR CO-BRAND YOUR OWN PRODUCTS OR MATERIAL WITH THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED TRADEMARKS, WITHOUT THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED'S PRIOR WRITTEN CONSENT. YOU ACKNOWLEDGE THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED'S RIGHTS IN THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED TRADEMARKS AND AGREE THAT ANY USE OF THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED TRADEMARKS BY YOU SHALL INURE TO THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED'S SOLE BENEFIT. YOU AGREE NOT TO INCORPORATE ANY THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED TRADEMARKS INTO YOUR TRADEMARKS, SERVICE MARKS, COMPANY NAMES, INTERNET ADDRESSES, DOMAIN NAMES, OR ANY OTHER SIMILAR DESIGNATIONS, FOR USE ON OR IN CONNECTION WITH THE COMPUTER OR INTERNET-RELATED PRODUCTS, SERVICES OR TECHNOLOGIES.

REFUND STATEMENT

FOR A DESCRIPTION OF THE REFUND/RETURN POLICY THAT MAY APPLY TO YOUR PURCHASE OF SOFTWARE AND/OR SERVICES, PLEASE REVIEW THE SPECIFIC TERMS AND CONDITIONS CONTAINED IN THE APPLICABLE THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED LICENSE AGREEMENT OR OTHER AGREEMENT YOU CONSENTED

TO BE BOUND TO IN CONNECTION WITH THE USE OF SOFTWARE AND/OR SERVICES.

GENERAL

THE LIQUIDITY SOFTWARE SOLUTIONS LIMITED MAY UPDATE THESE TERMS AT ANY TIME WITHOUT NOTICE BY UPDATING THIS POSTING. YOU SHOULD VISIT THIS PAGE FROM TIME TO TIME TO REVIEW THE THEN-CURRENT TERMS BECAUSE THEY ARE BINDING ON YOU. IF YOU HAVE COMMENTS OR QUESTIONS ABOUT OUR PRIVACY POLICY, PLEASE CONTACT US. WE WILL ADDRESS ANY ISSUE TO THE BEST OF OUR ABILITY.
