Dashboard Community Center - Terms of Use

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- 1.4 Posting of content in the Service does not imply any endorsement of same by Us nor should you infer that We have tested or otherwise evaluated the accuracy, completeness or reliability of such content.

2. Indemnity

2.1. You agree to defend, indemnify and hold Us harmless against any third-party lawsuits, governmental investigation or other claims in connection your content or your use of the Services. You will pay any damages or costs awarded against us by a court of final jurisdiction with regard to such claims, or amounts agreed to in a monetary settlement of the action.

3. Warranty

3.1. THE SERVICE IS PROVIDED "AS IS". WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, QUIET ENJOYMENT, TIMELINESS, COMPLETENESS, OR ACCURACY. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT ACCESS TO OR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

4. Limitation of Liability

- 4.1. THE SERVICE IS BEING PROVIDED GRATUITOUSLY AND, THEREFORE GENESYS SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY YOU. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL GENESYS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING YOUR USE OF THE SERVICE
- 4.2. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), COVER DAMAGES, OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF INFORMED OF THIS POSSIBILITY AND EVEN IF A REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

5. General

5.1. You will resolve any claim, cause of action or dispute you have with us arising out of or relating to this Agreement exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. The laws of the State of California will govern this Agreement, as well as any claim that might arise between you and Us, without regard to conflict of law provisions.