

Warranty & Return Policy

Each party warrants and/or covenants that: (i) it has the power and authority to execute and deliver this Agreement and has taken all necessary corporate action to authorize the execution and delivery of this Agreement; (ii) this Agreement is and shall be the legal, valid and binding obligation of such party, enforceable in accordance with its terms; and (iii) it shall procure and maintain in effect during the Term insurance in such amounts and of such types of coverage sufficient to cover potential claims resulting or arising from this Agreement, or as required by applicable law, whichever is greater.

Client. Client covenants that Client shall: (i) timely and fully perform its obligations under this Agreement; (ii) use the System in compliance with all applicable federal and state laws, rules and regulations; (iii) not post on or provide for the System any material that infringes the trademarks, copyrights or other intellectual property rights of third parties or that violates a right of privacy or constitutes defamation; (iv) comply with all Documentation provided by Service Provider; (v) not alter, recast, revise, modify, translate, reformat, reverse engineer, compile, disassemble or decompile the System or any portion thereof; (vi) make no representations to Authorized Persons or third parties regarding the System or Service Provider's services that are not expressly authorized to be made in this Agreement; (vii) not use Service Provider's Marks in any manner except as permitted under this Agreement; and (viii) cooperate with Service Provider in its provision of the System including providing such technical assistance and information as reasonably requested by Service Provider.

Service Provider warrants and/or covenants that Service Provider: 1)owns or has acquired sufficient rights to all proprietary interests in the System necessary to grant the licenses set forth herein; 2)shall maintain the System in compliance with all applicable federal and state laws, rules and regulations; 3)shall promptly post on the System all information and materials provided by Client for posting, including all updates and amendments to such information and materials; 4)the System will operate in accordance with the Service Standards; and 5) to the knowledge of Service Provider, the software necessary to provide the System contains no virus, Trojan horse, worm, or other software routines designed either to permit unauthorized access by third parties or to disable, erase, or otherwise harm any data supplied by Client.

OTHER THAN AS EXPRESSLY SET FORTH ABOVE, NEITHER SERVICE PROVIDER NOR CLIENT MAKES ANY OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHETHER ORAL OR WRITTEN, AND SERVICE PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ANY IMPLIED WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING UNDER ANY APPLICABLE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT OR OTHER APPLICABLE LAW. THERE IS NO WARRANTY THAT THE SYSTEM OR ANY EFFORTS OR INFORMATION PROVIDED BY SERVICE PROVIDER WILL FULFILL ANY OF CLIENT'S PARTICULAR PURPOSES OR NEEDS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE PROVIDER SHALL NOT BE LIABLE FOR THE QUALITY OR ACCURACY OF INFORMATION PROVIDED BY CLIENT OR THIRD PARTIES FOR OR VIA THE SYSTEM NOR FOR ANY INACCURATE RESULTS DUE TO SERVICE PROVIDER'S PROCESSING OF ANY SUCH DATA. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN THAT THE SYSTEM WILL PERFORM IN ACCORDANCE WITH THE SERVICE STANDARDS, SERVICE PROVIDER MAKES NO GUARANTEE OR WARRANTY OF TIMELINESS OF DELIVERY OF THE SYSTEM TO, OR PROCESSING OF ANY INFORMATION OR DATA PROVIDED BY, CLIENT.