# Sample Disclaimer template

**How to Use the Template**

1. **Fill in Business and Contact Details:** Before you publish it, fill in all the [brackets] with your business info and contact details.
2. **What this Template covers:** The template covers different types of business for both business-to-business (B2B) and business-to-consumer (B2C) scenarios. Make sure these sections match what your business offers.
3. **Tailor to Legal Jurisdictions:** The template includes parts relevant to the EU, the UK, and the US. Some sections are specific to certain areas, so make sure they comply with the laws where your customers are.

# DISCLAIMER of [website name]

Our website is provided by:

[name/company and full address]

**Contact email:** [email address]

You must read this document carefully.

## LIABILITY AND INDEMNIFICATION

We limit our liability as much as legally allowed when executing agreements with you. This means our responsibility for damages is reduced to the maximum extent permitted by law unless explicitly stated otherwise or agreed upon with you.

This document was generated with the use of the [Disclaimer Template](https://www.iubenda.com/en/help/171982-disclaimer-template).

#### Indemnification

You agree to indemnify us and our affiliates, officers, directors, and employees from any claims or demands made by third parties due to or in connection with any culpable violation of these terms or third-party rights related to your use of the service to the extent allowed by law.

#### Limitation of liability

Unless explicitly stated otherwise and subject to applicable law, you cannot claim damages against us (or any individual or entity acting on our behalf).

However, this exclusion does not apply to damages affecting life, health, or physical integrity, damages arising from the breach of significant contractual obligations (such as those necessary to fulfill the contract's purpose), and/or damages resulting from intentional or gross negligence, provided that our website has been used appropriately and correctly by you.

Unless damages stem from intentional or gross negligence, or they impact life, health, or physical integrity, our liability is limited to typical and foreseeable damages at the time the contract was entered into.

### US users

#### Disclaimer of warranties

Our website is provided on an “as is” and “as available” basis. When you use our service, you are doing so at your own risk. We explicitly state that we are not making any promises or guarantees, whether they are express, implied, or even required by law. These include assurances about the quality of the service, its suitability for your specific needs, or whether it infringes on anyone else's rights. Please keep in mind that any advice or information you receive from us or through our service does not create any warranties beyond what we have explicitly stated here.

Additionally, while we strive to provide accurate and reliable content, we cannot guarantee that it is always going to be the case. We do not guarantee that the service will always meet your requirements or be available when you need it. There might be interruptions, or it might not function correctly due to factors beyond our control. While we do our best to keep everything running smoothly, we cannot ensure that the service will be free of harmful elements like viruses. If you choose to download any content from our service, you are assuming the risk, and we are not responsible for any damage it might cause to your devices or data.

We do not endorse or guarantee any products or services advertised through our service or any links we provide. We are not involved in any transactions between you and third-party providers, so any interactions or agreements you make with them are solely your responsibility.

Our service might not always be accessible or may not work correctly with your web browser, mobile device, or operating system. While we strive to provide a seamless experience, we cannot guarantee it in every situation. As such, we want to clarify that we cannot be held responsible for any perceived or actual damages that result from issues related to the content, operation, or use of our service.

While we may have certain exclusions and limitations in our agreement, these may not apply to you depending on the laws of your jurisdiction. Federal law, as well as laws in some states and other jurisdictions, may offer protections that supersede our disclaimers and exclusions. This means that you may have specific legal rights that are not affected by our agreement. It is essential to understand your rights, as they may vary from state to state or country to country. We want to emphasize that any disclaimers or exclusions in our agreement will only be enforced to the extent permitted by applicable law.

## Information about this document

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#### Limitation of liability

To the maximum extent permitted by applicable law, in no event shall we, along with our subsidiaries, affiliates, officers, directors, agents, partners, suppliers, or employees, be liable for:

* any indirect, punitive, incidental, special, consequential, or exemplary damages arising from or related to your use of, or inability to use, the service. This includes damages for loss of profits, goodwill, use, data, or other intangible losses;
* any damage, loss, or injury resulting from hacking, tampering, or unauthorized access to your account or the information within it;
* errors, mistakes, or inaccuracies in the content provided;
* personal injury or property damage resulting from your use of the service;
* unauthorized access to our secure servers or personal information stored therein;
* interruption or cessation of transmission to or from the service;
* bugs, viruses, trojan horses, or similar harmful elements transmitted through the service;
* errors or omissions in any content posted, transmitted, or made available through the service;
* defamatory, offensive, or illegal conduct of any user or third party. Our liability is limited to the amount you have paid us in the preceding 12 months, or the duration of your agreement with us, whichever is shorter.

This limitation of liability section will apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if you have been advised of the possibility of such damage.

Please note that in some jurisdictions, the exclusion or limitation of incidental or consequential damages may not be allowed. This means that these limitations or exclusions might not apply to you. You have specific legal rights, which may vary depending on your jurisdiction. The disclaimers, exclusions, and limitations of liability outlined here may not apply to the extent prohibited by applicable law.

#### Indemnification

By using and accessing the service, you agree to defend, indemnify, and hold us, our subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers, and employees harmless from any claims, damages, losses, liabilities, costs, or expenses, including legal fees, arising from:

* your use of the service, including any data or content you transmit or receive;
* your violation of these terms, including any breach of representations and warranties;
* your violation of third-party rights, such as privacy or intellectual property rights;
* your violation of statutory laws, rules, or regulations;
* any content submitted from your account, including third-party access using username, password, or other security measures, including misleading, false, or inaccurate information;
* your intentional misconduct; or
* any statutory provision by you or your affiliates, officers, directors, agents, co-branders, partners, suppliers, and employees to the extent permitted by law.

### Access to external resources

Through our website, you may access external resources provided by third parties. You acknowledge and accept that we have no control over these resources and are not responsible for their content or availability.

Conditions for third-party resources, including any rights granted in their content, are governed by those third parties' terms and conditions or by applicable law.

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