

RETURN POLICY AND WARRANTY

NO RETURNS

Unless the item or service purchased from OFDA provides a specific return or refund provision, all sales of merchandise and services are final with no right to a refund or return.

DISCLAIMER OF WARRANTIES

Your use of the services is at your sole risk. The services are provided on an “as is” and “as available” basis. OFDA, its associated entities, officers, directors, employees, members and its agents expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

OFDA, its associated entities, officers, directors, employees, members and its agents make no warranty that: (i) the services will meet your requirements, (ii) the services will be uninterrupted, timely, secure or error-free; (iii) the services will be accurate or reliable; and (iv) any errors in the software used to provide the services will be corrected.

Any material downloaded or otherwise obtained through the use of the services is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by you from use of the services shall create any warranty whatsoever.

LIMITATION OF LIABILITY

You expressly understand and agree that OFDA, its associated entities, officers, directors, employees, members and its agents shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use data or other intangible losses (even if the OFDA has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the use of the services; (iii) unauthorized access to or alteration of your transmission or data; (iv) statements or conduct of any third party using the services; or (v) any other matter relating to the services.