

## **No warranties**

This website is provided “as is” without any representations or warranties, express or implied. Flagler Post 115 Inc., hereinafter referred to as “Post 115”, makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Post 115 does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.

Post 115 is chartered by The American Legion Department of Florida, and information and links posted on this website shall comply with the provisions set for in the Constitution and Bylaws of The American Legion, The American Legion, Department of Florida, and Flagler Post 115 Inc.

## **Limitations of liability**

Post 115 will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Post 115 has been expressly advised of the potential loss.

## **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Post 115’s liability in respect of any:

- death or personal injury caused by Post 115’s negligence;
- fraud or fraudulent misrepresentation on the part of Post 115; or
- matter which it would be illegal or unlawful for Post 115 to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

## **Other parties**

You accept that, as a limited liability entity, Post 115 has an interest in limiting the personal liability of its officers and members. You agree that you will not bring any claim personally against Post 115’s officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph,] you agree that the limitations of warranties and liability set out in this website disclaimer will protect Post 115’s officers, members, agents, subsidiaries, successors, assigns and sub-contractors as well as Post 115.

## **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## **Credit**

This document was created using a Contractology template available at <http://www.contractology.com>.