

# Liability Clause Illustrative Sample

## 1. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall [Corporation Name], its affiliates, directors, officers, employees, agents or licensors be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- (a) your access to or use of or inability to access or use the services;
- (b) any conduct or content of any third party on the services; or
- (c) unauthorized access, use or alteration of your transmissions or content.

In no event shall [Corporation Name]'s aggregate liability for all claims relating to the services exceed the amount paid by you, if any, for accessing the services during the twelve (12) month period prior to the event giving rise to the claim.

## 2. Indemnification

You agree to indemnify, defend, and hold harmless [Corporation Name], its affiliates, directors, officers, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from:

- (a) your use of and access to the services;
- (b) your violation of any term of this agreement; or
- (c) your violation of any third-party right, including without limitation any copyright, property, or privacy right.

This clause shall survive termination or expiration of this agreement.

## 3. Severability

If any provision of this clause is found to be invalid or unenforceable, such provision shall be enforced to the maximum extent permissible, and the other provisions shall remain in full force and effect.