

2018

Website Terms and Conditions of Use

Website Terms and Conditions

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If you live in a state, country or jurisdiction that does not allow the limitation or exclusion of liability or incidental or consequential damages, some or all of these limitations and exclusions may not apply to you.

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As a condition of your use of the OGM Sites, you agree to indemnify and hold OGM and its Third Party Content providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your use of the OGM Sites, or from your violation of these Terms.

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TERMINATION

OGM reserves the right to terminate your usage of the OGM Sites at any time, for any reason, with or without cause and without prior notice.

SEVERABILITY

If for any reason any provision of these Terms and Conditions is deemed invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

GOVERNING LAW AND JURISDICTION

Unless otherwise agreed, these Terms and Conditions and their enforcement are governed by the laws of the state of England and Wales, without regard to principles of conflicts of law, and shall inure to the benefit of OGM's successors and assigns, whether by merger, consolidation, or otherwise. This is the case regardless of whether you reside or transact business with OGM in England and Wales or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you irrevocably agree to submit to the jurisdiction of the federal and state courts located within the city and county of England and Wales, UK and hereby waive any objection to the convenience or propriety of venue therein. Provided however, that nothing herein shall prevent OGM from bringing any action in the courts of any other jurisdiction.

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To the extent permissible by law, in no event shall OGM, any third party content provider, any third party licensor or any affiliates thereof be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses ("losses"), arising out of or related to your use or inability to use the software, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if OGM, any third party content provider, any third party licensor or any affiliates thereof have been advised of the possibility of such damages. Furthermore, except as otherwise required by law, OGM will not be liable to you or anyone else for any loss resulting from a cause over which such OGM does not have direct control. This includes failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorised access, viruses, theft, operator errors, severe or extraordinary weather (including flood, earthquake, or other act of god), fire, war, insurrection, terrorist act, riot, labor dispute and other labor problems, accident, emergency or action of government. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. Use of any third-party software will be governed by the applicable licence agreement, if any, with such third party. OGM is not responsible for any third-party software and will have no liability of any kind for losses resulting from your use of such third-party software with OGM 's software. OGM makes no warranty of any kind with respect to such third-party software.

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Unless otherwise agreed, this EULA and its enforcement is governed by the laws of the state of England and Wales, without regard to principles of conflicts of law, and shall inure to the benefit of OGM's successors and assigns, whether by merger, consolidation, or otherwise. This is the case regardless of whether you reside or transact business with OGM in England and Wales or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you irrevocably agree to submit to the jurisdiction of the federal and state courts located within the city and county of England and Wales, UK and hereby waive any objection to the convenience or propriety of venue therein.

Provided however, that nothing herein shall prevent OGM from bringing any action in the courts of any other jurisdiction. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Licence shall continue in full force and effect.

12. GOVERNING LANGUAGE.

Any translation of this Licence is done for local requirements or for your convenience. In the event of a dispute between the English and any non-English versions, the English version of this Licence shall govern, to the extent not prohibited by local law in your jurisdiction.

13. MODIFICATIONS TO THE EULA.

OGM reserves the right to change the terms and conditions of the EULA at any time with or without notice by posting such changes on the www.ogm.market website. You are responsible for regularly reviewing these terms and conditions for any modifications and agree to be bound by the same.

--END OF NOTICE--