

LIABILITY & TERMINATION

4. DISCLAIMER & LIMITATION OF LIABILITY

- **No Warranties:** The Product is provided "AS IS" and without warranties of any kind, either express or implied. Aion flux Labs does not warrant that the Product will meet Licensee's requirements or that the use of the Product will be uninterrupted or error-free.
- **No Income Guarantees:** Aion flux Labs specifically disclaims any guarantee of results or financial earnings arising from the use of the Product.
- **Liability Cap:** In no event shall Aion flux Labs be liable for any indirect, special, incidental, or consequential damages (including, but not limited to, loss of data, loss of business profit, or business interruption). Aion flux Labs' total liability to Licensee shall not exceed the amount actually paid by Licensee for the Product.

5. TERMINATION

- **Immediate Termination:** Aion flux Labs may terminate this Agreement immediately and without notice if Licensee fails to comply with any term or condition of this Agreement (specifically including the restrictions in Section 2).
- **Effect of Termination:** Upon termination, Licensee must immediately cease all marketing, sales, and distribution of the Product and destroy all copies of the Product in its possession.

6. GOVERNING LAW

- **Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the United States of America. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located within the United States.