

XII. Disclaimers

SSA is not liable for any damages or loss resulting from errors in information provided to the Permitted Entity or Financial Institution under this user agreement. Furthermore, SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by the Permitted Entity. All information furnished to the Permitted Entity or Financial Institution will be subject to the limitations and qualifications, if any, transmitted with such information. If, because of any such error, loss, or destruction attributable to SSA, SSA must re-perform the services under this user agreement, the additional cost thereof will be treated as a part of the full costs incurred in compiling and providing the information and will be paid by the Permitted Entity.

SSA's performance of services under this user agreement is authorized only to the extent that they are consistent with performance of the official duties and obligations of SSA. If for any reason SSA delays or fails to provide the services, or discontinues all or any part of the services, SSA is not liable for any damages or loss resulting from such delay, failure, or discontinuance.

Nothing in this user agreement is intended to make any person or entity who is not a signatory to this user agreement a third-party beneficiary of any right created by this user agreement or by operation of law.