

# **CARGOSEARCHER**

## **TERMS AND CONDITIONS OF USE OF THE WEBSITE**

### **1. Introduction**

(a) These terms and conditions apply to the entire contents of the Cargo Searcher website and to any correspondence by e-mail between sales@cargosearcher.com and you. All references in these terms and conditions: to the "Website" refer to this website; to "we", "us" and "our" refer to sales@cargosearcher.com; to "you" and "your" refer to you, the user; to "Content" refer to the text, graphics, plans, photographs, information and other material displayed from time to time on the Website.

(b) Please read these terms and conditions carefully. By using this Website you are deemed to accept these terms and conditions whether or not you choose to register with us. We reserve the right to amend these terms and conditions from time to time and recommend that you review them regularly.

### **2. Copyright**

(a) Unless otherwise stated, we (or our licensors) own the copyright and other intellectual property rights in all Content and expressly reserve all rights in the same. You may print and download extracts from this Website for your own non-commercial use provided that you do not modify any of the Content, you do not use any graphics or photographs separately from their accompanying text and you do not remove any copyright or trade mark notification from such extracts.

(b) All other reproduction or use of extracts of Content is strictly prohibited. In particular, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

### **3. Your Access and Use**

(a) We endeavour to ensure that this Website is accessible 24 hours a day. However, we will not be liable for any losses, expenses, costs or liabilities that you, your business or any other person may suffer if this Website is unavailable at any time or for any period or your access to the Website is interrupted, restricted or delayed for any reason.

(b) Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any reasons beyond our control.

(c) Other than personally identifiable information which is covered under our Privacy Policy, any material or information that you transmit or post to this Website or e-mail to us (your "Non-Personal Information") will be considered non-confidential and non-proprietary. We will have no obligation to you with respect to your Non-Personal Information. By sending such non-Personal Information to us you agree that we are free to copy, disclose, distribute, incorporate and otherwise use all Non-Personal Information for any and all commercial or non-commercial purposes. You will be responsible for ensuring that all information that you transmit to us via this Website is correct. We shall not be liable for any costs, damages, expenses or liabilities that you suffer due to your supply of incorrect information to us.

(d) By using this Website you agree not to attempt to access our systems and you agree not to post on or transmit to or from it any material:

(i) that is threatening, defamatory, obscene, indecent, offensive, discriminatory, inflammatory, blasphemous, criminal, in breach of confidence or privacy or a third party's rights or which may otherwise cause annoyance or inconvenience; or

(ii) which is technically harmful including, without limitation, containing computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data.

(e) If you breach any of the terms of these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website that you have within your possession or control.

(f) We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of or to locate anyone posting any material onto the Website in breach of paragraph 3(d) above.

#### **4. Linking to Website**

(a) You may create a link from your own website to the Website provided that you obtain our prior written consent and provided that you only do so on the basis that you link to, and do not replicate, the home page of this Website and you **DO NOT**:

(i) create a frame or any other browser or border environment around this Website;

(ii) in any way imply that we endorse any properties, products or services other than our own;

(iii) misrepresent your relationship with us or present any other false information about us;

(iv) use any of our Content or trade marks without our express written permission;

(v) link from a website that is not owned by you; or

(vi) display any content on your website that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

(b) We expressly reserve the right to revoke any right we grant to you to link to our Website should you breach any of these terms and conditions. By linking to the Website, you indemnify us for any losses, damages, liabilities, costs or expenses that we, or any of our group companies, may suffer or incur due to your breach of any of the terms set out in paragraph 4(a) above.

#### **5. Disclaimer**

(a) You must satisfy yourself of the accuracy of all Content. While we endeavour to ensure that the Content is correct and up-to-date, it is provided "as is" and we give no representation, warranty or guarantee as to its accuracy, completeness or adequacy. Accordingly, to the maximum extent permitted by law, we exclude all express and implied warranties, representations and conditions with respect to the Content.

(b) The Content in relation to the properties is provided for information purposes only and does not constitute an offer for sale or otherwise by us. We may make changes to the Content, or to the properties and prices described in it, at any time without notice.

(c) The Website may from time to time contain links to third party websites which we provide solely for your convenience. We have no control over, and make no endorsement of, the content or availability of these third party websites and you use and rely on the same at your own risk.

(d) You acknowledge and agree that any reliance you place on the Content and the content of any linked third party sites is at your own risk. To the maximum extent permitted by law, we (and our group companies) exclude all liability for any direct or indirect losses, loss of profits or other consequential loss, damages, costs, expenses or liabilities that you may suffer or incur arising from your use of this Website and/or reliance on any Content.

## **6. Governing Law**

These terms and conditions and your use of the Website will be governed by and construed in accordance with English law and you agree that any disputes arising in connection with the same will be subject to the exclusive jurisdiction of the English courts.