

MAGUSA LOGISTICS

WEBSITE TERMS AND CONDITIONS

Introduction

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You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Magusa Logistics express written consent.

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Access to certain areas of this website is restricted. Magusa Logistics reserves the right to restrict access to some areas of this website, or indeed this entire website, at Magusa Logistics' discretion.

If Magusa Logistics provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Magusa Logistics may disable your user ID and password in Magusa Logistics' sole discretion without notice or explanation.

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In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

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You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

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You accept that, as a corporation, Magusa Logistics has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Magusa Logistics' officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Magusa Logistics' officers, employees, agents, subsidiaries, successors, assigns and sub-contractors.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Magusa Logistics and undertake to keep Magusa Logistics indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Magusa Logistics to a third party in settlement of a claim or dispute on the advice of Magusa Logistics' legal advisers) incurred or suffered by Magusa Logistics arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

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Without prejudice to Magusa Logistics' other rights under these terms and conditions, if you breach these terms and conditions in any way, Magusa Logistics may take such action as Magusa Logistics deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Magusa Logistics may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Magusa Logistics may transfer, sub-contract or otherwise deal with Magusa Logistics' rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and Magusa Logistics in relation to your use of this website, and supersede all previous agreements in respect of your use of this website. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Magusa Logistics.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the laws of The State of Florida, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of The State of Florida.