

## **DISCLAIMER samedayairfreight.com**

**Last Updated 03 JULY, 2014**

### **Definitions**

**Harmful Code** means any form of harmful surreptitious code or other contaminants, including viruses, bugs, trojan horses, spyware or adware.

**Loss** means loss, damage, cost or expense (to any person or property) including consequential or indirect loss or any loss of profits, data or revenue.

**You** and **your** means the user of samedayairfreight.com

**Our, us** and **we** means CargoMaster Pty Ltd.

### **General**

We strive to protect information you provide on samedayairfreight.com We will use all reasonable endeavours to ensure that samedayairfreight.com and your information are not compromised. However, we cannot guarantee that no Harmful Code will enter samedayairfreight.com. You should be aware of the risks associated with using websites.

We recommend that you use appropriate and up-to-date firewall and anti-virus software to protect your computer systems.

If you experience a problem or loss that is caused by the information you send to or via samedayairfreight.com, your computer being compromised in some way or by something beyond our control, we cannot take responsibility for causing the problem. We will, however, do our best to help you if we can.

Where connection to a system or website outside our control compromises the objectives of samedayairfreight.com, we may sever links to that website or system.

### **Limitations of Liability**

We will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of

contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if we have been expressly advised of the potential loss.

### **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit our liability in respect of any:

- death or personal injury caused by CargoMaster Pty Ltd negligence;
- fraud or fraudulent misrepresentation on the part of CargoMaster Pty Ltd; or
- matter which it would be illegal or unlawful for CargoMaster Pty Ltd to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

### **Other Parties**

You accept that, as a limited liability entity, CargoMaster Pty Ltd has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against CargoMaster Pty Ltd 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 CargoMaster Pty Ltd officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as CargoMaster Pty Ltd.

### **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.