


LEGAL DISCLAIMER


The following are the terms of the agreement between Knutsford Express Services Limited (the "Company") and the customer ("Customer") of services through the Company's Website, www.knutsfordexpress.com (the "Site"). By purchasing our services, you agree to all our policies, terms and conditions, so please review these terms carefully:

INTRODUCTION




Customer agrees to the terms and conditions outlined in this Disclaimer ("Disclaimer") with respect to the services and information provided by or through the Site. This Disclaimer constitutes the entire and only agreement between the Company and Customer, and supersedes any and all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the services and information provided by or through the Site, and the subject matter of this Disclaimer. Customer agrees to review this Disclaimer prior to purchasing anything and purchase of a service shall be deemed acceptance of this Disclaimer.

SETUP AND PAYMENT




Customer represents and warrants that (i) the credit card information supplied is true, correct and complete and (ii) charges incurred by the Customer will be honored by the Customer's credit card company and (iii) Customer shall pay charges incurred by Customer at the amounts in effect at the time incurred, including all applicable taxes. Customer shall be responsible for all charges incurred through use of Customer's password. Customer agrees to keep his or her password confidential and to notify Company within 24 hours of any breach of this Disclaimer or unauthorized use of the password. Company does not protect Customer from unauthorized use of Customer's password.

COPYRIGHT



The content, organization, gathering, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights, and, the copying, redistribution, use or publication by a Customer of any such content or any part of the Site is prohibited.

EDITING, DELETING, AND MODIFICATION




Company reserves the right in its sole discretion to edit or delete any information or content appearing on the Site and to remove any goods and services for sale. Upon notice published over the Service, Company may modify this Disclaimer, or prices, and may discontinue or revise any or all aspects of the Site in its sole discretion and without prior notice. Modification of this Disclaimer will be deemed effective upon publication on the Site and on premises with respect to transactions occurring after said date.

RIGHT TO REFUSE




Company reserves the right in its sole discretion to refuse service at any time. Sale of any services is subject to availability.

INDEMNIFICATION



Customer agrees to indemnify, defend and hold Company and its affiliates, licensors and suppliers harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to a Customer's violation of this Disclaimer or use of the Site, premises or services.

NON-TRANSFERABLE



Customer's right to use the Service is not transferable and is subject to any limits established by Company or by Customer's credit card company.

DISCLAIMER

THE SERVICE, CONTENT, GOODS AND SERVICES FROM OR THROUGH THE SERVICE ARE PROVIDED "AS-IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE SOLE AND ENTIRE MAXIMUM LIABILITY OF COMPANY, FOR ANY REASON, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR THE PARTICULAR SERVICES PURCHASED. COMPANY AND ANY OF ITS AFFILIATES, DEALERS OR SUPPLIERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND CUSTOMER. THIS SITE AND GOODS AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. SOME LEGISLATION MAY APPLY REGARDING LIMITATION OF LIABILITY.


REFUND POLICY

If the service purchased is not to Customer's satisfaction, Customer may make complaints to Customer Services Representative (CSR) who has the discretion of applying a credit to the Customer's Account for the use of purchasing future services. Absolutely no cash or credit card refunds. This Section 9 sets forth Customer's sole and exclusive right to Company Credit.

USE OF INFORMATION

Company reserves the right, and Customer authorizes Company, to the use and assignment of all information regarding Customer's use of the Site and all information provided by Customer, subject to applicable law.

GOVERNING LAW



This Disclaimer shall be treated as though it were executed and performed in JAMAICA and shall be governed by and construed in accordance with the laws of JAMAICA (without regard to conflict of law principles). Any cause of action of Customer with respect to the Site must be instituted within the respective timelines as outlined by the applicable Limitations Laws of JAMAICA. The language in this Disclaimer shall be interpreted as to its fair meaning and not strictly for or against any party.

LITIGATION

All legal proceedings arising out of or in connection with this Disclaimer shall be brought solely in JAMAICA and Customer expressly submits to the jurisdiction of said courts and Customer consents to extra-territorial service of process. Should any part of this Disclaimer be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site or the Company is in conflict or inconsistent with this Disclaimer, this Disclaimer shall take precedence. Failure of Company to enforce any provision of this Disclaimer shall not be deemed a waiver of such provision nor of the right to enforce such provision.

ACKNOWLEDGMENT

This Agreement represents the entire understanding between you and us regarding our relationship and supersedes any prior statements or representations. Remember you agree to this Disclaimer once you create a Customer Account with us and or when you purchase our services as a guest user.

