

Terms Of Use

TERMS & CONDITIONS: MOL-WORLDWIDE-LOGISTICS.com User Agreement

BEFORE FURTHER ACCESSING OR USING THIS WEBSITE, PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY ACCESSING AND USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, YOU SHOULD NOT ACCESS OR USE THIS WEBSITE.

1. General

1.1 This agreement governs your use of the MOL-WORLDWIDE-LOGISTICS.com website and applications (the "Service"), including MWL track & trace and other MOL-provided online applications, which are operated by MOL Worldwide Logistics Ltd. (MWL). Additional terms and conditions of use applicable to specific areas of the Service may also be posted in such areas and, together with this agreement, govern your use of those areas. This agreement, together with any such additional term and conditions, are referred to as this "Agreement."

1.2 MWL reserves the right, in its discretion, to change or modify all or any part of this Agreement at any time, effective immediately upon notice published on the Service. Your continued use of the Service constitutes your acceptance of these terms and conditions, including any changes or modifications made by MWL as permitted above. If at any time the terms and conditions of this Agreement are no longer acceptable to you, you should immediately cease all use of the Service.

1.3 The Service is directed to customers and business partners of MWL and its affiliate companies, and adult members of the general public. The Service is not directed to children under the age of 13. MWL does not permit registration by, and will not knowingly collect personally identifiable information from, anyone under the age of 13. This policy shall apply wherever MWL collects data within the Service, such as during the registration process.

2. Use of Content

2.1 You acknowledge that the Service contains information (collectively, the "Content") that is protected by law, concerning copyright, trademark, intellectual property, confidentiality and other proprietary rights of MWL or third parties or both. All Content on the Service is copyrighted as a collective work of MWL pursuant to applicable copyright law, or is otherwise protected by law. You agree to comply with all such laws, and any additional copyright notices, information, or restrictions contained in any Content available on or accessed through the Service. Users of the Service may use the Content only for their, or their company's, private use.

2.2 You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as expressly permitted in this Agreement. Content consisting of downloadable software may not be reverse engineered unless specifically authorized by the owner of the software. To the extent permitted by MWL, you may post on the Service any Content owned by you (such as your original statements), Content for which you have received express permission from the owner, and Content in the public domain. You assume all risk and responsibility for determining whether any Content is in the public domain. You grant to MWL the right to edit, copy, publish, distribute, translate and otherwise use in any medium any Content that you place on the Service without compensation to you. You represent and warrant that you are authorized to grant all rights set forth in the preceding sentence.

2.3 You may download or copy the Content only for your own personal use, or use within your company, provided that you maintain all copyright and other notices contained in such Content. You shall not store electronically any significant portion of any Content. Except as expressly permitted by law, no copying, storage, redistribution or publication of any Content is permitted without the express permission of MWL or the owners of such Content or their authorized persons, if other than MWL. You may download from the Service any Content in the public domain for your own personal use or for non-commercial redistribution.

3. No Endorsement

The Service may contain links to sites on the Internet which are owned and operated by third parties (the "External Sites"). You acknowledge that MWL is not responsible for the availability of, or the content located on or through, any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.

4. Indemnity

You agree to indemnify, defend and hold MWL and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "MWL Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including reasonable attorneys' fees) incurred by any MWL Party in connection with any violation of this Agreement or any improper use of the Service under your account and password. MWL reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with MWL's defense of such claim.

5. Termination of Service

MWL reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Service, at any time for any reason without prior notice or liability. MWL may change, suspend or discontinue all or any aspect of the Service at any time, including the availability of any feature, database, or Content, without prior notice or liability.

6. Disclaimer of Warranties; Limitation of Liability

6.1 Neither MWL nor any provider of third party content or their respective agents warrants that the Service will be uninterrupted or error free; nor does MWL, any third party content provider, or their respective agents make any warranty as to the results to be obtained from use of the Service or the Content. The Service and the Content are distributed on an "As is, as available" basis. None of MWL, third party content providers and their respective agents make any warranties of any kind, either express or implied, including, without limitation, warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose, with respect to the Service, any Content or any products or services sold through the Service. MWL does not warrant that the Service or any Content or any products or services sold through the Service is free of viruses, worms, Trojan horses or other harmful components. You expressly agree that the entire risk as to the quality and performance of the Service and the accuracy or completeness of the Content is assumed solely by you.

6.2 Under no circumstances shall MWL, any third party content provider or their respective agents be liable for any direct, indirect, incidental, special, consequential or other damages arising out of (a) the use or misuse of, or inability to use, the Service, (b) your reliance on or use of information or services provided on or accessible through the Service, or (c) mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance, even if such party has been advised of the possibility of such damages.

6.3 Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, the liability of MWL, third party content providers and their respective agents shall be limited to the greatest extent permitted by law.

7. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong SAR Government, without reference to its choice of law rules. Any and all disputes arising out of this Agreement shall be litigated before, and for this purpose the parties irrevocably consent to the personal jurisdiction of the Courts of Hong Kong SAR Government. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. If any inconsistency exists between the terms of this agreement and any additional terms and conditions posted on the Service, such terms shall be interpreted as to eliminate any inconsistency, if possible, and otherwise, the additional terms and conditions shall control. Sections 2, 5, and 6 shall survive any termination of this Agreement as well as any other provisions which by their terms or sense are intended to survive.