

# TERMS AND CONDITIONS

Effective Date: This Terms of Use Agreement was last updated on February 13, 2019.

These Terms of Use Agreement sets forth the standards of use of the Seaman Express Corp., Online Service. By using the Seaman Express Corp, website ([http:// http://seamanexpressny.com/](http://http://seamanexpressny.com/)) you (the 'Users') agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately discontinue using and accessing this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at Seaman Express Corp., website. Your continued use of the Service after amendments are posted constitutes an acknowledgment and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

## DESCRIPTION OF SERVICE

Seaman Express Corp., provides car & limousine services. Users must provide (1) all equipment necessary for their own Internet connection, including computer and modem and (2) pay any fees relate with such connection.

## DISCLAIMER OF WARRANTIES

The site is provided by Seaman Express Corp., on an 'as is' and on an 'as available' basis. To the fullest extent permitted by applicable law, Seaman Express Corp., makes no representations or warranties of any kind, express or implied, regarding the use or the results of this web site in terms of its correctness, accuracy, reliability, or otherwise. Seaman Express Corp. shall have no liability for any interruptions in the use of this Website. Seaman Express Corp. disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and

non-infringement. Some jurisdictions do not allow the exclusion of implied warranties; therefore the above-referenced exclusion is inapplicable.

## **LIMITATION OF LIABILITY**

Seaman Express Corp. SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR. Seaman Express Corp., SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS WEB SITE OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF Seaman Express Corp., HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS IS INAPPLICABLE.

## **INDEMNIFICATION**

User agrees to indemnify and hold Seaman Express Corp.,, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Users' use of the Service, the violation of this Agreement, or infringement by Users, or other user of the Service using Users' computer, of any intellectual property or any other right of any person or entity.

## **MODIFICATIONS AND INTERRUPTION OF SERVICE**

Seaman Express Corp., reserves the right to modify or discontinue the Service with or without notice to the User. Seaman Express Corp. shall not be liable to User or any third party should Seaman Express Corp., exercises its right to modify or discontinue the Service. User acknowledges and accepts that

Seaman Express Corp. does not guarantee continuous, uninterrupted or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

### **THIRD-PARTY SITES**

This website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Users to review said privacy policies of third-parties' sites.

### **DISCLAIMER REGARDING ACCURACY OF VENDOR INFORMATION**

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While Seaman Express Corp. makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website. Seaman Express Corp. makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

### **GOVERNING JURISDICTION OF THE COURTS NEW YORK**

This website is operated and provided in the State of New York. As such, we are subject to the laws of the State New York, and such laws will govern this Terms of Use, without giving effect to any choice of

law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State New York.

## **COMPLIANCE WITH LAWS**

Users assume all knowledge of applicable law and are responsible for compliance with any such laws. Users may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. User further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

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## **NOTIFICATION OF CLAIMED COPYRIGHT INFRINGEMENT**

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, Seaman Express Corp. designates the following individual as its agent for receipt of notifications of claimed copyright infringement by email: seamanxpress@gmail.com

## **BOTNETS**

Seaman Express Corp. retains the right, at our sole discretion, to terminate any accounts involved with botnets and related activities. If any hostnames are used as command and control points for botnets, Seaman Express Corp, reserves the right to direct the involved host names to a honeypot, loopback address, logging facility, or any other destination at our discretion.

## **OTHER TERMS**

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by Seaman Express Corp., in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a User. User agrees that by accepting this Terms of Use Agreement, User is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.

## **PRIVACY POLICY STATEMENT**