

Our Terms

Written by Administrator
Tuesday, 18 May 2010 05:42 -

Website Terms of Usage

This is a website operated by DFS Express Lines Ltd (hereinafter called “**DFS**” or “we”). **DFS Express Lines Ltd** is registered in Kenya and its registered office is at Moi Avenue, Old Canon Towers, 8th Floor, Mombasa Kenya.

These Terms of Use tell you the way in which you may make use of the website **www.dawilfreight.co.ke** and all associated DFS websites (both separately and together referred to as the “DFS website”). Please read these Terms of Use carefully before you start to use the DFS website. By using the DFS website, you indicate that you accept these Terms of Use in every respect and without reservation and that you agree to abide by them. If you do not agree to these Terms of Use, please refrain from using the DFS website.

Access to the DFS Website

website is permitted on a temporary basis, and we reserve the right to suspend or amend all or any part of the service provided on the DFS website without notice. We will not be liable if for any reason the DFS website is unavailable at any time or for any period.

Parts of the DFS website are limited to those our clients, and may be subject to further terms and conditions in addition to these Terms of Use. We have the right to block access to restricted areas of the website if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

You may use the DFS website only for lawful purposes.

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Because some users of the internet perform illegal and malicious acts, DFS does not assure users of the safety of the DFS website. Users are strongly recommended to have their own regularly updated precautions in place, such as anti-virus and malware software, that at minimum meets typical current standards for internet users ("internet user precautions").

Prohibited Uses

Prohibited uses include but are not limited to use:

- In any way that breaches any applicable local, national or international law or regulation
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- To copy, download, reproduce, distribute or use any of the material found on the DFS website unless for personal use or unless you have obtained express written permission to do so from DFS or:
- Knowingly to transmit any data, send or upload any material containing viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware ("computer viruses")

You Also Agree:

- Not to reproduce, duplicate, copy or re-sell any part of the DFS website in contravention of the provisions of the Terms of Use
- Not to access without authority, interfere with, damage or disrupt:

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- any part of the DFS website

- any equipment or network on which the DFS website is stored

- any software used in the provision of the DFS website; or

- any equipment or network or software owned or used by any third party e-Services

We may from time to time provide e-services on the DFS website, including:

- DFS track & trace of containers

- DFS Vessels Schedules and Sailing Schedules

Where we do provide any interactive service, the data these services provide is for information only and are not definitive. No warranty whatsoever is made as to the accuracy of the data provided. Any results or calculations produced using these interactive services, including, without limitation, demurrage fees through the Tracking and Tracing System are for guidance only and are subject to confirmation by DFS Agents or representatives.

Liability

DFS does not accept any responsibility or liability for any loss or damages of whatever nature and howsoever arising from reliance on any information or materials contained on the DFS website even when such loss or damage arises from our act, neglect or default.

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DFS will not be liable for any damage resulting from a computer virus, whether or not you have taken internet user precautions. Nor will DFS be liable for any damage to a third party to any information or data contained in the DFS website.

DFS does not guarantee that access to and use of the DFS website will be uninterrupted or error-free. DFS has no responsibility for the content of any external internet websites which are linked to or from the DFS website.

Changes to the Terms of Use

We may revise the Terms of Use of the DFS website at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Please note that the version date of each edition of the Terms of Use is given at the beginning of this document to help you know when these Terms of Use have changed.

Status of Website Terms and Conditions

These Terms of Use shall not affect, or form part of, the terms of any contract of carriage with DFS or any of its agents.

DFS does not warrant or represent that the user or any other party's use of the Content or the Services available via the DFS website will not infringe the rights of third parties.

Law and Jurisdiction

DFS may assist or co-operate with authorities in any jurisdiction in relation to any direction or request to disclose personal or other information regarding any user or the use of the DFS

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website, content or services.

The contents of the DFS website are governed by and shall be construed in accordance with the law of The Republic of Kenya. Any dispute arising out of or in connection with the contents of the DFS website or the use of any information or materials contained on the website shall be subject to the exclusive jurisdiction of the High Court of Justice in The Republic of Kenya. DFS shall, however, at its sole discretion, have the option to pursue any user who has or may breach these Terms of Use in any jurisdiction that DFS considers appropriate in the circumstances of the case.

General

These Terms of Use supersede all previous agreements, communications, representations and discussions between the parties relating to the website. No party will have a right of action against DFS arising from any previous agreement, communication, representation and discussion in respect of the DFS website (except in the case of fraudulent misrepresentation), and neither party has relied on any terms, warranties, representations or conditions other than those expressly stated in these Terms of Use. No modification or waiver of the Terms of Use shall be binding on DFS unless it is in writing and agreed by an authorized representative of DFS. Should you have any questions concerning these Terms and Use please contact DFS by e-mail at info@dawilfreight.co.ke

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