

Terms of Use for WEB page

Terms of Use

Effective as of April 15, 2005. Welcome to www.solcarga.com.mx (the "Site"). The Site is operated by Solorzano, Carvajal, Gonzalez y Perez Correa, S. C. ("SOLCARGO"), a partnership organized under the laws of Mexico with offices in Mexico City, Los Cabos and Playa del Carmen. Please read the Terms of Use carefully before using the Site. By using the Site, you agree to be bound by the Terms of Use. SOLCARGO reserves the right to modify the Terms of Use at any time by posting modified Terms of Use, and your continued use of the Site thereafter will constitute agreement with such modifications.

Nature of Information and Materials

Although the Site may provide information concerning legal issues, such information is not intended to constitute or be a substitute for legal advice from qualified counsel. You agree that SOLCARGO is not engaged in rendering legal services or advice by providing the information and materials on the Site, and that your use of the Site does not create any attorney-client relationship between you and SOLCARGO. SOLCARGO assumes no responsibility for any consequence relating directly or indirectly to any action or inaction you take based on the information or material on the Site. While SOLCARGO takes reasonable measures to keep the information on the Site accurate, complete and up-to-date, SOLCARGO will not be responsible for any damage or loss related to the inaccuracy, incompleteness or lack of timeliness of the information.

Restrictions on Use of Materials

All materials contained on the Site, and all intellectual property rights thereto, including copyrights, trademarks, service marks, and trade names, are owned by SOLCARGO. You agree not to copy, reproduce, republish, transmit, modify or distribute any of the materials contained on the Site, except for your personal, noncommercial use, absent the prior written approval of SOLCARGO.

Links to Other Sites

The Site may include links to other Internet sites that are beyond the control of SOLCARGO. SOLCARGO is not responsible for the content of any such sites, makes no representations regarding any such sites, and does not necessarily endorse or approve of the information, material, products or services contained on or accessible through any such sites. You acknowledge and agree that your linking to other sites, your use of such sites, and your use of any information, material, products and services offered by such sites, are solely at your own risk.

Disclaimer

The materials provided on the Site are provided "as is" and without warranty of any kind, express or implied. SOLCARGO disclaims all express and implied warranties with regard to the information and materials contained on the Site, including without limitation implied warranties of merchantability, fitness for a particular purpose, and non-infringement, as well as those under Mexican consumer protection law.

Limitation of Liability

In no event shall SOLCARGO, or its partners or affiliates, or contributors to the Site, be liable for any loss or injury, or any damages, whether direct, special, indirect, punitive, incidental, exemplary, consequential, or otherwise, whether based on breach of contract, tort (including negligence), product liability or otherwise, resulting from your access or use of the Site. You hereby waive any and all such claims against SOLCARGO, its partners, affiliates, and contributors. You agree that the limitations set forth above are fundamental elements of this agreement, and that the Site and its materials would not be provided to you absent such limitations. Some state statutes may restrict this limitation of liability.

Indemnification

You agree that you will not use the Site for any unlawful purpose, or for any purpose prohibited by the Terms of Use. You agree to indemnify, defend and hold harmless SOLCARGO, its partners, affiliates and contributors from any liability, loss, claim and expense (including attorneys' reasonable fees) related to (i) your violation of the Terms of Use, and/or (ii) your posting or use of materials on this site.

Governing Law and Forum

The Terms of Use shall be governed by and construed in accordance with the laws of Mexico, without giving effect to any principles of conflicts of law. Any dispute between you and SOLCARGO regarding the content or use of the Site shall be resolved under the laws and in the courts of the Distrito Federal of Mexico.

Presence

Although SOLCARGO advises clients located in jurisdictions outside of Mexico, as indicated above and in the content of the Site, SOLCARGO has offices in Mexico City, Los Cabos and Playa del Carmen only. SOLCARGO has no offices in any other jurisdiction, and accordingly, makes no representations and provides no advice to its clients with respect to the laws of any other jurisdiction outside of Mexico. The existence of a telephone number with an area code corresponding to, or originating in, a jurisdiction outside of Mexico shall in no way be construed as representing a contact of SOLCARGO in such jurisdiction. SOLCARGO's failure to insist upon strict enforcement of any provision of this agreement shall not be construed as a waiver of any provision or right.