

# **HART MUIRHEAD FATTA**

## **Website terms and conditions of use**

**Please read these terms and conditions of use carefully as these are the terms and conditions upon which this website and its content can be used and visited.**

This Website is the exclusive property of and owned by **Hart Muirhead Fatta**, Attorneys-at- ("HMF," "us," "we"). Access to and use of www.hmf.com.jm ("Site," "the Site," and "this Site") is subject to the following terms and conditions of use ("Terms and Conditions" and "these Terms and Conditions") and all applicable laws. By accessing, using, or browsing the Site, related websites and applications and any of the features of this Site, including but not limited to RSS, API, software and other downloads (collectively "Services"), you ("you," "User," and "Users") agree to be bound by these Terms and Conditions and accept, without limitation or qualification, these Terms and Conditions and all terms, policies, guidelines, or other notices incorporated by reference. If you do not agree to these Terms and Conditions, do not use or access this Site. By using this Site, you represent and warrant that you are over the age of 13 (or for non-Jamaican users, such older minimum age as may be required by applicable local law) and are lawfully able to accept these Terms and Conditions. If you are under the required age, you may still use the Site and the Services (subject to applicable local non-Jamaican law), but only if you have received your parent's or legal guardian's consent and the account you are using was created and registered by your parent or legal guardian.

The term "Site" includes all websites and Web pages within www.hmf.com.jm as well as any equivalent, replacement, substitute, or backup websites or Web pages that are associated with the Site. These Terms and Conditions govern your use of this Site and do not alter in any way the terms or conditions of any other agreement you may have with HMF. Any additional terms that govern certain products and services will be presented in conjunction with those products and services.

## **Ownership of the Site and Site Content**

Unless otherwise indicated, all of the content or information featured, contained, or displayed on this Site, including, but not limited to, design, text, articles, graphics, public service announcements, illustrations, photographs, images, data, video, moving images, sound, audio, music, software, applications, and the selection and arrangement thereof ("Site Content") and trademarks and logos are the proprietary property of and owned and/or controlled by HMF, its licensors, or third-party partners, or used herein with permission and are legally protected, without limitation, under all applicable laws, regulations, and treaties. All elements of the Site, including the Site Content, are protected by copyright, trademark, moral rights, trade dress, and other laws relating to the protection of intellectual property.

## **Use of this Site, Site Content and Third-Party Materials**

All Users are prohibited from:

- Downloading, copying, reproducing, distributing, displaying, republishing, storing, retransmitting, reposting, archiving, selling, or otherwise using the Site Content or the Site without prior written authorization from HMF;
- Any commercial use of this Site and the Site Content;
- Using the Site or the Site Content other than for its intended purpose; and
- Manipulating or framing any trademark or logo or other intellectual property of HMF, the Site Content, or any portion of the Site.

Any User wishing to use any of the Site Content for publication or commercial use must request and receive prior written permission from HMF, which is in HMF's sole discretion. Any unauthorized use of Site Content, including for commercial publication or exploitation, will violate copyright, trademark, privacy, publicity, or other laws and applicable communications regulations or laws. You agree to comply with all applicable laws and regulations, including, but not limited to, those relating to the Internet, privacy, e-mail, and data when using this Site.

### **Trademarks**

The trademarks, service marks, and logos, including, but not limited to, "HMF" and "Hart Muirhead Fatta" (collectively the "HMF Marks"), are the wholly owned and exclusive trademarks of HMF. The HMF Marks may not be copied or used, in whole or in part, by Users without the prior written permission of HMF

Any commercial use of HMF Marks must be officially licensed by HMF.

### **Third-party Websites and Content**

This Site may contain links to third-party websites, including social networking websites in which HMF maintains a profile, resources and advertisers ("Linked Site" or "Linked Sites"). HMF makes no claim or representations regarding and accepts no responsibility directly or indirectly for the quality, content, nature, or reliability of Linked Sites or websites linking to the Site. The Linked Sites are not under the control of HMF and HMF has not reviewed the Linked Sites and is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, the privacy practices of the Linked Sites, the terms, conditions, or policies of the Linked Sites, or any changes or updates to Linked Sites, regardless of whether or not such Linked Sites are affiliated with HMF. HMF is providing these links to you only as a convenience, and the inclusion of any link does not imply affiliation or endorsement by HMF, of any site or any information contained therein, or any company or any association with its operators. You should review any terms and policies of any site to which you navigate away from this Site; and your participation in and postings on any user forums of any Linked Site must comply with the terms and policies of any such Linked Site. Your participation in any promotions, correspondence, or dealings, including business dealings, with any third party found on or through the Site, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated

with such dealings or promotions, are solely between you and the third party and at your own risk. HMF shall not be responsible or liable for any part of any such dealings or promotions, including any loss, damage, or other matters of any sort.

### **HMF Mobile Services**

This Site and some of the features and services available on this Site may be available via your mobile phone, including, but without limitation, the ability to browse Site and upload content from Site or to Site via your mobile phone ("Mobile Services"). HMF does not charge for these Mobile Services; however, your mobile carrier's fees will apply. By using the Mobile Services, you agree that HMF may communicate with you through text message or other electronic means via your mobile phone/device and that certain information about your usage of Mobile Services may be communicated to HMF.

### **Disclaimer and Limitations of Liability**

The materials on this Site are provided solely for educational and promotional purposes. HMF does not warrant that the Site will meet your requirements, be uninterrupted, timely, secure, or error-free, that defects will be corrected or that the Site, or that the server that makes it available is free of viruses or other harmful components.

**IN NO EVENT SHALL HMF BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR YOUR USE OR YOUR INABILITY TO USE EQUIPMENT OR ACCESS DATA, YOUR LOSS OF DATA, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF INCOME, LOSS OF CONTRIBUTIONS OR PROFITS, BUSINESS INTERRUPTION, OR THE LIKE), WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, OR STRICT LIABILITY LAW, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OR PERFORMANCE OF THIS SITE, THE SITE CONTENT, OR THIRD-PARTY MATERIALS, WITH ANY DELAY OR INABILITY TO USE THE SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE SITE EVEN IF HMF OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. THEREFORE, THE ABOVE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY TO YOU. IF YOU**

**ARE DISSATISFIED WITH ANY PORTION OF THIS SITE, OR WITH ANY OF THE TERMS AND CONDITIONS GOVERNING ITS USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.**

### **Indemnification**

You agree to defend, indemnify, and hold harmless HMF, including the Partners, Associates, officers, agents, assigns and employees of HMF, and their respective representatives ("HMF Indemnitees") from and against all claims (including, claims of patent, trademark, and copyright infringement), demands, actions, damages, losses, costs, liabilities, expenses (including reasonable attorneys' fees and other legal expenses), awards, fines, and judgments asserted against or recovered from HMF Indemnitees arising out of or resulting from any breach or violation by you or any user of your account, if applicable, of these Terms and Conditions or any representation or warranty contained herein, arising out of or related to any User Content that you post, store, or otherwise transmit on or through the Site, your use of or conduct on the Site or inability to use the Site, your unauthorized use of Site Content, or your violation of any rights of another. HMF shall not be liable in any way for injuries to persons or damages to property incurred or suffered by you or any of your subcontractors, agents, heirs, successors or assigns, or any person related to you in any way.

### **International Users**

This Site is controlled, operated, and administered by HMF from its offices within Jamaica. You may not use this Site or export the Site Content, materials, information, or services on this Site in violation of Jamaican laws and regulations. If you access this Site from a location outside Jamaica, you are responsible for compliance with all applicable laws. HMF makes no claim that User Forums may be accessed, used, or downloaded outside or within Jamaica or that any Services are legal outside Jamaica, which may not be legal for certain persons or in certain countries.

### **Change in the Terms and Conditions**

HMF may change, add, or remove portions of these Terms and Conditions at any time, which shall become effective immediately upon posting. It is your responsibility to review these Terms and Conditions prior to each use of the Site and by continuing to use this Site, you agree to any changes in the Terms and Conditions, including, but not limited to, the provisions regarding liability, and all other provisions for which survival is equitable or appropriate.

### **Discontinuation of Service**

HMF may change, suspend, or discontinue any aspect of the Site at any time, including the availability of Site Content, and Services. HMF may also impose limits on certain features or services or restrict your access to parts of or the entire Site without notice or liability. HMF reserves the right, without notice and in its sole discretion, to terminate and/or block your use of the Site. In the event of termination of your use of this Site for any reason, you agree that the following provisions of these Terms and Conditions will survive: limitations on your use of Site Content, copyright complaints, the license(s) you have granted to HMF, warranties, disclaimers, indemnification, and limitation of liability.

### **General**

The section titles used in these Terms and Conditions are for convenience and do not have any legal or contractual effect. The Site's Privacy Notice is incorporated herein by reference (nothing in these Terms

and Conditions will service to pre-empt the terms of the Privacy Notice). These Terms and Conditions shall be governed and construed by and under the laws of Jamaica, without regard to its conflict of laws. You hereby consent to the exclusive jurisdiction and venue of the courts of Jamaica to resolve any disputes arising under these Terms and Conditions.

These Terms and Conditions contain the complete agreement between you and HMF with respect to your use of this Site, and supersede all prior or contemporaneous agreements or understandings, whether oral or written. You shall have no rights in or to HMF's proprietary property made available to you to use or access the Site. You may not sublicense, assign, or transfer any licenses granted to you by HMF and any attempt to sublicense, assign, or transfer shall be null and void. Any failure or delay of HMF to enforce or exercise any provision of or its rights under these Terms and Conditions or related right shall not be deemed a waiver of those rights or provisions or a breach of these Terms and Conditions by HMF. If any part of these Terms and Conditions shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of the Terms and Conditions will remain in full force and effect. These Terms and Conditions may not be modified by you, in writing or otherwise, unless agreed to in a written document signed by HMF.

## **Contact Us**

For general questions, please contact HMF as follows:

HART MUIRHEAD FATTA

2<sup>nd</sup> Floor Victoria Mutual Building,  
53 Knutsford Boulevard, Kingston 5,  
Jamaica, W.I.

E:-Mail:- [Info@hmf.com.jm](mailto:Info@hmf.com.jm)

Phone: (876) 929-9677

Fax: (876) 929-5755

Office hours: 8:30 a.m. to 4:30 p.m.

Copyright © 2023 Hart Muirhead Fatta. All rights reserved.