

## Terms of Use and Disclaimer

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You agree to defend MahiFX against all claims, demands, or actions arising from or incurred as a result of your breach of these Terms and you shall indemnify and hold us harmless from and against any expenses, losses, damages and costs (including but not limited to reasonable legal costs and disbursements) resulting from any such claim. We have the right, at our expense, to assume exclusive defence against any claim and all negotiations for settlement and you agree to cooperate with us, at our request, in the defence of any such claim.

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- Post or transmit to or from the website any unlawful, threatening, libellous, defamatory, obscene, inflammatory, indecent or pornographic material or other material of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to any civil liability or otherwise violate any applicable law.

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- Attempt to probe, scan or test the vulnerability of the website, system or network or to breach security or authentication measures without proper authorisation.
- Interfere or attempt to interfere with the proper functioning of the website, including, without limitation, via means of submitting a virus to the website or MahiFX, overloading, "flooding", "mail-bombing" or "crashing".
- Send unsolicited e-mail of promotions and/or advertising of products or services.
- Forge any TCP/IP packet header or any part of the header information in any e-mail.
- Frame the contents of any part of the website within any materials not originated by MahiFX.

### **Severance & Waiver**

If any provision of these Terms is found to be invalid by any court having jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term in our Terms shall be deemed a continuing waiver of such term or any other term.

### **Entire Agreement**

Except as provided herein, these Terms, together with our [privacy policy](#) which is incorporated by reference, constitute the entire agreement between you and MahiFX and your use of our website and supersede any prior understanding or agreements (written or oral).

### **Third Party Rights**

Nothing in these Terms is intended to confer on any third party (whether referred to in the Terms by name, class, description or otherwise) any benefit or any right (under the Contracts (Rights of Third Parties) Act 1999 UK or otherwise) to enforce any provision of the Terms or any agreement entered into in connection with it.

### **Jurisdiction**

The use of this website and the Terms are governed by and shall be construed in accordance with the law of England and Wales. Any disputes shall be submitted to the exclusive jurisdiction of the competent court in England.

### **Contact**

If you would like to make any comments or complaints about this website or these Terms, please contact [info@mahifx.com](mailto:info@mahifx.com).