

TOWAGE APPLICATION TERMS OF USE

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- 2.1.3. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
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- 3.4. The Company may from time to time, but is not obligated to, monitor your use of the Application and collect, store and use personal information about you to provide any service you may have requested and you whereby consent to such collection, storage, use and disclosure. Further information is covered under our Privacy Policy.

4. LIMITATION OF LIABILITY

- 4.1. The Company and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits,

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- 4.2. Nothing in this legal notice shall exclude or limit the Company's liability for:
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 - 4.2.2. fraud; or
 - 4.2.3. any liability which cannot be excluded or limited under applicable law.
- 4.3. If your use of material on the Application results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

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- 5.1. This Agreement is effective until terminated by the Company, with or without cause, in the Company's sole and unfettered discretion. The Company may terminate this Agreement without notice to you if you fail to comply with any of its terms. Any such termination by the Company shall be in addition to and without prejudice to such rights and remedies as may be available to the Company, including injunction and other equitable remedies. The disclaimers, limitations on liability, ownership, termination, interpretation, your license to the Company, your warranty and the indemnity provisions of this agreement shall survive the termination or expiry of this Agreement.

6. LAW & JURISDICTION

- 6.1. This Agreement shall be governed by and construed in accordance with English law. Disputes arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts.