

Terms and Conditions

In using this website you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers.

Confidentiality

Client records are regarded as confidential and therefore will not be divulged to any third party, other than if legally required to do so to the appropriate authorities.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

Disclaimer

Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Limitation of Liability

Under no circumstances shall DrsMagic be liable for any incidental, special, consequential, exemplary, multiple or other indirect damages that result from the use of, or the inability to use, the web accessible materials or the information contained in the web accessible materials, even if DrsMagic has been advised of the possibility of such damages. In no event shall DrsMagic be liable to you for damages, losses, and causes of action resulting from your use of the web accessible materials, whether in contract, tort (including, but not limited to, negligence).

Terms and Payments

Terms are negotiated between the client and us at the beginning of the service. We reserve the right to modify the terms to any new or added services of new or existing customers at any time without notice. Any terms are sole decision by us. Any such modification will be effective immediately upon posting and your continued use of this web site will mean that you accept these changes.

Automatic payments are required to start service unless special negotiated. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection Agencies. In such circumstances, you shall be liable for any and all additional administrative costs.

Failed payment at the due date means cancellation by the customer. Subsequently, all services and agreements entered into will cease with immediate effect. New service and agreement will have to be re-negotiated by both parties.

Cancellation Policy and Termination of Agreements

Both the Client and ourselves have the right to terminate any Services Agreement for any reason.

The Client can cancel the subscription at any time. The service will be terminated at the time of the cancellation. DrsMagic do not keep client's data after cancellation.

DrsMagic reserves the right to cancel or restrict your access to this web site without notice to you. DrsMagic is not responsible for damages suffered by you or any inconvenience caused directly or indirectly by our termination of your access to this web site. We reserve the right to refuse service to anyone. Although the decision cannot be on the basis of race, color, religion, or natural origin.

Standards of User Conduct

You may not use the Web Accessible Materials, and its related services to:

- (i) introduce viruses, worms, Trojan horses and/or harmful code on the Internet;
- (ii) intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to any regulations having the force of law while using or accessing the Web Accessible Materials or in connection with your use of the Web Accessible Materials, in any manner;
- (iii) invade the privacy, violate any personal right, or infringe or misappropriate any proprietary right (including intellectual property rights) of any person or entity;
- (iv) access, or provide any third party with access to, the Web Accessible Materials through the use of any robot, spider, scraper or other automated means for any purpose without our express written permission;
- (v) take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- (vi) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from the Web Accessible Materials without the prior expressed written permission of DrsMagic;
- (vii) interfere or attempt to interfere with the proper working of the Web Accessible Materials or any activities conducted in connection with the Web Accessible Materials; or
- (viii) bypass or attempt to bypass any measures we may use to prevent or restrict access to the Web Accessible Materials.

In addition to any other remedies that may be available (all of which shall be cumulative), DrsMagic may terminate your access to the Web Accessible Materials at any time and for any or no reason, including but not limited to your breach of any provision of these terms and conditions.

Availability

Any other inappropriate use of the site, redistribution or republication of any part of this site or its content is prohibited, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

Links from this website

We do not monitor or review the content of other party's websites which are linked to from this website. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms.

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.