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- a. You shall not disguise the origin of information transmitted through the Website.
- b. You will not place false or misleading information on the Website.
- c. You will not use or access any service, information, application or software available via the Website in a manner not expressly permitted by Mercury.
- d. You shall not use the Website to compete with Mercury or to interfere with Mercury's business activities.
- e. Your obligations of confidentiality set forth in the Service Terms and Conditions found at <https://www.shipmercury.com/Docs/MercuryBusinessTerms.pdf> shall apply to any pricing or services information found on the Website.
- f. You will not input or upload to the Website any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Website or Information or that infringes the Intellectual Property (defined below) rights of another.
- g. Certain areas of the Website are restricted to customers of Mercury.
- h. You may not use or access the Website or the Mercury Systems or Services in any way that, in Mercury's judgment, adversely affects the performance or



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function of the Mercury Systems, Services or the Website or interferes with the ability of authorized parties to access the Mercury Systems, Services or the Website.

- i. You may not frame or utilize framing techniques to enclose any portion or aspect of the Content or the Information, without the express written consent of Mercury.
- j. You may not use for any type of illegal or criminal activity.

5. ELIGIBILITY

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7. ACCESS FROM THIRD PARTY SITES

Mercury may integrate with third party software, such as ERP systems, to allow You to import order data to more easily create shipping labels and to relay the order status back to Your system software. Mercury has no control over such third party software we may integrate with, or over the information You have entered into or have stored on such third party software. Mercury also has no control over the application programming 3 interface (API) for third party software or the currency of any links or data-sharing protocols. Because we do not have control over those sites or interfaces, we cannot be and are not responsible for any lost data, errors in data or in data transmission, downtime, unavailability, or any other loss or damage that might occur from using those software or the links on or connections to those software.

8. WE MAY CONTACT YOU

You agree we may communicate with You by emails, text messaging, phone, mail, or otherwise; usually our communication will relate to the Website and Service updates,



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promotions, administrative, security and other issued relating to Mercury Services, including invitations to participate in promotional activities, newsletters and other communications. Receiving these communications is a condition of Your use of the Website, though we may offer You the opportunity to opt out of some of them. You may also block all communication from us by contacting our customer support team and asking to cancel Your Mercury account.

9. COLLECTION; USE OF YOUR DATA

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