

KernowCann Website, Online Platform and Social Media Terms of Use

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This document outlines terms of use of all websites, online platforms and social media accounts owned and operated by KernowCann. By using these online platforms you agree to these terms of use.

KernowCann reserves the right to amend these terms of use and republish them.

Information Disclaimer

The information on these platforms is intended as general advice. It should not be relied upon in replacement of medical advice specific to your own needs.

The information on these platforms is not intended as diagnosis, treatment or cure of any medical conditions. Information on these platforms is for general information use only. You agree to take full responsibility for what you do with the information on these platforms and any consequences of those actions. Any treatments for medical conditions should come through a qualified clinician only.

The information on this website is not intended as a substitute for medical advice or details recorded on packaging for medicines. Not is this information intended as diagnosis. Advice should be sought from a healthcare professional.

Copyright and trademark notice

KernowCann owns the license and intellectual rights to these platforms and content. All such copyright rights are reserved. The content from these platforms must not be copied, edited, republished or distributed in any other way than by those means outlined by copyright law.

Disclaimer

You agree to use these platforms at your own risk. KernowCann do not warrant that at no point will these platforms be error free or unavailable.

KernowCann disclaims any responsibility for any content on third party sites that link to or from our platforms.

Under no circumstances will we or any other party involved in creating, producing, or distributing an Online Platform be liable for any direct, indirect, incidental, special, or

consequential damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages) that result from: (i) the use of or inability to use an Online Platform; (ii) the cost of procurement of substitute goods and services resulting from any data, information or services purchased or obtained or messages received or transactions entered into through or from an Online Platform; (iii) unauthorised access to or alteration of your registration information, transmissions or data; (iv) statements or conduct of any third-party on an Online Platform; (v) negligent or wilful acts of us, our directors, officers, employees and representatives; or (vi) any other matter relating to an Online Platform.

Our liability for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at our option, to: (i) the re-supply of the goods or services; (ii) the repair of the goods; or (iii) the payment of the cost of having the goods or services re-supplied or repaired. You agree to indemnify and hold us, and our directors, officers, employees and representatives harmless from any claim or demand, including reasonable legal fees, made by any you or any thirdparty due to or arising out of the content you submit, post to or transmit through an Online Platform, your use of an Online Platform, your connection to an Online Platform, your violation of these terms of use, or your violation of any rights of a third party.

Your responsibilities

You agree to provide accurate, honest and complete information when submitting information about yourself on this platform. If this information should change, it is your responsibility to update us with such changes. If you provide information that is untrue or that we suspect to be untrue, we may terminate any current and decline any future use of any online platforms operated by us.

You may only use these platforms for lawful purposes.

You agree not to do any of the following:

- reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of an Online Platform, use of an Online Platform, or access to an Online Platform;
- access an Online Platform by any means other than through the interface that is provided by us for use in accessing an Online Platform;
- transmit any content, or take any other actions with respect to your use of an Online Platform, that would constitute, or would otherwise encourage, criminal conduct or give rise to civil liability;
- transmit any content that contains software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of an Online Platform or any computer software or hardware or telecommunications equipment;
- use an Online Platform for commercial purposes, including, without limitation, submitting any material to solicit funds or to promote, advertise, or solicit the sale of any goods or services;
- access without authority, interfere with, damage, or disrupt: o any part of an Online Platform; o any equipment or network on which an Online Platform is stored; o any software used in the provision of an Online Platform; or o any equipment or network or software owned or used by any third party.

You agree not to submit content that could reasonably be expected to:

- be defamatory of any person;
- be profane, indecent, libellous, deceptive, fraudulent, or illegal;
- be obscene, offensive, hateful, or inflammatory;
- bully, insult, intimidate, harass, or humiliate;
- promote sexually explicit material;
- promote violence;
- include child sexual abuse material; be likely to harass, upset, embarrass, alarm, or annoy any other individual;
- promote discrimination for any reason, including but not limited to, based on race, sex, gender identity, intersex status, sexual orientation, marital or relationship status, religion, creed, nationality, disability, or age;
- infringe any copyright, database right, or trademark of any other person;
- be likely to deceive any person;
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- be in contempt of court;
- be threatening, abusive, invasive of another's privacy;
- impersonate any person or misrepresent your identity or affiliation with any person;
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act including but not limited to copyright infringement or computer misuse;
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation, or instigation of acts of terrorism; or
- contain any advertising or promote any services or web links to other sites. We reserve the right to remove any

Our rights

We may terminate your access, or suspend your access to these platforms, without notice if we deem your conduct to be in breach of these terms or applicable law or may cause harm to another.

Applicable law

These terms of use will be governed by, and construed in accordance with, the laws applicable in England and Wales, and you agree submit to the non-exclusive jurisdiction of the courts of England for any cause of action relating to or arising under these terms of use.

Website.

Further, you agree that we will not be liable to you or any third-party for any termination of your access to an Online Platform. General information These terms of use constitute the entire agreement between you and us. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. Our failure to exercise or enforce any right or provision of these terms of use will not constitute a waiver of such

right or provision. If any provision of these terms of use is found by a court of competent jurisdiction to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of these terms of use. We may assign, transfer, sub-contract or otherwise dispose of any or all of our rights or obligations under these terms of use.