

General Terms and Conditions of Use for AfriCann (Pty) Ltd (“Terms”)

Welcome to the AfriCann
Websites.

We appreciate your feedback. Should you wish to make any comments or suggestions about any of the Websites, or if you have any questions, kindly contact us at info@africann.net. We further request that you report to us any content or material posted on or uploaded to any of the Websites that you believe to be in breach of these Terms.

By accessing and/or using the Services and/or Websites, you agree that you have read, understood and agree to be bound by the Terms (including the AfriCann Privacy Policy) existing at that time. If you do not wish to be bound by the Terms, please do not continue to use the Services and/or Websites.

For purposes of these Terms:

- **“App” or “Application” or “AfriCann App(s)”** means any online application software that is provided by or is connected with AfriCann that you install or download from an online application store and access via a mobile device, including any smartphone and/or tablet device;
- **“AfriCann Approved Partners”** refers to any of AfriCann’s third party partners to which/whom your personal information can be provided to in provision of the AfriCann Services;
- **“AfriCann Content”** means all content made available by AfriCann on the Websites (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software); and
- **“Products”** means any legal medicinal cannabis products offered to you by AfriCann on the Websites and/or obtained through AfriCann’s dispensary partners;
- **“Services”** means any products and services offered to you by AfriCann which includes:
 - providing you with resources and research results on the Websites to assist in making informed choices about medicinal cannabis and how to access this treatment in South Africa.
- **“Social Media Networks”** means the social media pages and networks including, but not limited to Facebook, Twitter, YouTube, LinkedIn, Instagram, Pinterest and Tumblr;
- **“User Content”** means any message, data, communication, information, text, music, sound, photograph, graphic, code or any other material posted by you to any of the Websites;
- **“We”, “us”, “our” or “AfriCann”** refers to AfriCann (Pty) Ltd, registration number 2018/437874/07, a private company incorporated in terms of the laws of South Africa, and any consultants, contractors, developers and/or employees that AfriCann may engage and/or employ from time to time;
- **“Website”** means the AfriCann website, accessible at www.africann.net;
- **“Websites”** means any of our website/s, the AfriCann Apps and any Social Media Networks;
- **“Website Content”** refers to all content on the Websites, including the AfriCann

Content and the User Content.

- “You” or “your” refers to you, the user of the Services and/or Websites and/or Application and/or any of the Social Media Networks, which includes:
 - Users who have registered and created patient profiles on the Website, or whose profiles have been created by a medical professional on his/her behalf;
 - Medical professionals, such as doctors or nurses, who have registered and created a profile on the doctor’s portal on the Website;
 - AfriCann’s service providers; and
 - AfriCann’s employees and/or consultants.

1. Application

- 1.1. These Terms apply to our Services and/or Websites. The Websites may contain links to or advertisements for other websites and apps, and other websites and apps may link to or advertise the Websites and/or the Products and Services provided by AfriCann ("**Linked Sites**"). These Linked Sites are **not** governed by these Terms and we are in no way responsible for the content or the terms of use, privacy and/or security policies employed by Linked Sites.
- 1.2. The Terms of the AfriCann Privacy Policy ("**the Privacy Policy**") are incorporated into these Terms in full, and any reference to the Terms specifically includes a reference to the Privacy Policy incorporated herein.
- 1.3. Should you have any questions regarding these Terms, please send an e-mail to us at info@africann.net. We will do our best to answer any reasonable questions in due course.

2. Conditions of Access

- 2.1. Your access to, and use of, the Services and/or Websites is subject to the terms and conditions set out in these Terms.
- 2.2. To avoid any confusion, you agree these Terms apply to your use of:
 - 2.2.1. the Website;
 - 2.2.2. any AfriCann Apps;
 - 2.2.3. any third party website or mobile application licensed to us; and
 - 2.2.4. any Social Media Networks that you engage AfriCann on, regardless of the platform, gateway, portal or mode of access you use to install, download or access the Websites.
- 2.3. Your cellular network provider may, depending on the type of contract you have, charge you for accessing the Websites or for any usage of the Websites (such as data charges and SMS charges). AfriCann cannot be held responsible for these charges.
- 2.4. You must be 18 years or older to use the Products, Services and/or Websites. By using the Services and/or Websites you warrant that you are over the age of 18 and have the necessary legal capacity to act and contract.
- 2.5. If you are not within the South African jurisdiction at the time when you make use of the Products, Services and/or Websites, you warrant that it is lawful for you to make use of the Services and/or Websites whilst in a jurisdiction other than South Africa.

3. **Your Acceptance and Consent**

- 3.1. By using the Services and/or Websites, you expressly agree to these Terms. If you do not agree to all of the terms and conditions contained herein, please do not continue to use the Services and/or Websites.
- 3.2. When you install or download the AfriCann Apps, you may be required to accept the terms and conditions or the end user license agreement (collectively, an “**EULA**”) of a third party supplier or vendor. While the EULA is independent from these Terms and establishes a separate legal relationship which you are bound by, you agree that the EULA forms part of these Terms and will apply to your use of the AfriCann Apps.
- 3.3. You agree that these Terms apply to any information accessed via the Websites, and to all sections of the Websites.

4. **Changes to these Terms**

- 4.1. These Terms are subject to change from time to time. Such changes will take effect as and when published on the Website. You are therefore encouraged to review these Terms each time you access and/or visit any of the Websites. The Website will always display the latest version of the Terms.
- 4.2. The current version of the Terms will apply each time that you access and use the Services and/or Websites.
- 4.3. Your use of our Services and/or Websites will be subject to the then current version of these Terms published on our Website at the time of your use. If you do not accept these Terms, you may not use our Services and/or Websites.

5. **Your Account**

- 5.1. If you create a profile on the Website, you ought to keep your access details (including, your username and password) confidential and must not allow other people to use them. You also accept full responsibility for all activities that occur under your access details or password and accept responsibility for sharing your username and password. You are only permitted to use one account. If it comes to our attention that you use and/or have created more than one account, we reserve our right to remove your access to all accounts used and/or created by you.
- 5.2. After you have visited and/or logged onto the Website for the first time, certain information, functionality, and other features of the Website may be accessible the next time you access the Website without having to re-enter your access details. If you prefer to enter your access details each time you access the Website, you can change the setting in the menu option.
- 5.3. AfriCann may refuse to provide Products and/or Services to you if we are unable to verify any information that you provide to us.
- 5.4. The following actions will constitute material breaches of these Terms:
 - 5.4.1. signing in as, or pretending to be, another person without express consent from the user;
 - 5.4.2. transmitting material that violates, or could violate, our intellectual property rights or the intellectual property rights and privacy of others;

- 5.4.3. using the Services in a way that is intended to harm, or could result in harm to you or to other users of the Website; or
 - 5.4.4. gathering and/or processing information about others without obtaining their prior written consent.
- 5.5. You agree that any use of your access details shall be regarded as if you were the person using such information. If it comes to your attention that someone else has accessed and/or used your access information you should immediately change your password and contact us by sending an email to info@AfriCann.com.
- 5.6. AfriCann may determine certain requirements that you will need to meet when choosing a username or password. These requirements may be changed from time to time and you may be required to update your access details.

6. Your behaviour when using the Products, Services and/or Websites

- 6.1. You are solely responsible for your use of the Services and/or Websites and use the Services and/or Websites at your own risk.
- 6.2. Save as provided for in the Privacy Policy, we take no responsibility, do not endorse, and assume no liability for any User Content posted, stored, or uploaded by you or any third party on or to any of the Websites, or for any loss or damage you may suffer as a result. Should you have a claim arising from the actions or statements of another user of the Websites, you agree to pursue such claim against that user and not against us.
- 6.3. Although we have no obligation to screen, edit or monitor any of the User Content posted to or distributed by users of the Websites, we reserve the right, and have absolute discretion, to do so, including the right and absolute discretion to remove or edit any User Content posted or stored on the Websites at any time, for any reason and without notice.
- 6.4. You guarantee that all information provided by you to AfriCann at any time on or via any of the Websites, will be true, accurate, current, and correct, you have the necessary permission and/or consent, where required, to provide such information and you undertake to update the information as and when required.
- 6.5. You guarantee that you have fully disclosed all facts and agree that these Terms or any transactions related to these Terms will be void if you do not meet this requirement.
- 6.6. You may not use the Websites to obtain or distribute:
 - 6.6.1. copyrighted material or material protected by the law without prior written consent; or
 - 6.6.2. material containing viruses or any other destructive materials, data or code which is able to corrupt, interfere with, jeopardise, disrupt, disable, and harm or otherwise impede in any manner the operation of a computer system, hardware or software.
- 6.7. You must not perform any act which may jeopardise or interfere with the functionality or the operation of any part of the Websites or the Products and Services provided by AfriCann .
- 6.8. You are strictly prohibited from using the Websites for “spoofing”, “hacking”, “flaming”, “cracking”, “phishing”, “spamming” or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned

acts.

- 6.9. The Websites and the Website Content may only be used by you for lawful purposes and shall not extend to the use of the source code of the Websites or Website Content.
- 6.10. You are not allowed to:
 - 6.10.1. frame, modify, distribute, commercialise, exploit and/or alter the Websites or Website Content;
 - 6.10.2. incorporate any part of the Website Content in any other work or publication; and/or
 - 6.10.3. perform any other act which may not be considered fair use.
- 6.11. You shall not allow a third party to:
 - 6.11.1. decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming of the software forming part of the Websites and/or the Website Content ("**the Software**") or any files contained in or generated by the Software by any means whatsoever;
 - 6.11.2. remove any product identification, copyright, or other notices, from the Software or documentation; or
 - 6.11.3. disseminate performance information or analysis of the Software from any source relating to the Software.
- 6.12. The Websites may from time to time contain discussion forums, bulletin boards or other opportunities in terms of which you or third parties are able to post reviews, queries, opinions, messages, and other content. You agree not to post, upload to, transmit, distribute, or otherwise publish through the Websites any User Content, or any link to such User Content, that:
 - 6.12.1. is unlawful, defamatory, harassing, threatening, insulting, abusive, discriminatory, inflammatory, obscene, pornographic, indecent, vulgar, crude, suggestive, invasive of privacy or publicity rights, fraudulent or otherwise illegal or objectionable;
 - 6.12.2. constitutes, encourages, or provides instructions for the commission of a criminal offence;
 - 6.12.3. violates the rights of any party, or that would otherwise create liability or violate any law;
 - 6.12.4. infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
 - 6.12.5. impersonates any person or entity or falsely represents your identity or qualifications;
 - 6.12.6. falsely represents your affiliation with any person or entity, including AfriCann;
 - 6.12.7. constitutes spam, an unsolicited promotion, political campaigning, advertising, contests, commercial solicitation, chain letters or petitions;
 - 6.12.8. is meaningless, excessive, padded, off-topic, repetitive or otherwise unrelated to the Websites or the Services offered by us;
 - 6.12.9. constitutes malicious and unfounded complaints against us, our affiliates, Products or practices, or promotes the products or services of other providers;

- 6.12.10. attacks or incites other users or perpetuates arguments or abuses any company, product or service;
- 6.12.11. includes or incorporates the personal information of any party or amounts to a solicitation of any such personal information;
- 6.12.12. contains any viruses, corrupted data, worm, Trojan horse or other damaging, disruptive or destructive files; or
- 6.12.13. in our sole judgment and absolute discretion:
 - 6.12.13.1. violates any one or more provisions of the Terms;
 - 6.12.13.2. restricts or inhibits anyone from using or enjoying the Websites; and/or
 - 6.12.13.3. exposes us, our affiliates or users to any harm or liability of any kind.

7. Collection of Personal Information

- 7.1. We collect personal information from you in accordance with our Privacy Policy which is made available:
 - 7.1.1. on the Website;
 - 7.1.2. at AfriCann's principal place of business for public inspection during normal business hours;
 - 7.1.3. to the Information Regulator established in terms of section 39 of the Protection of Personal Information Act, No. 4 of 2013, upon request; and
 - 7.1.4. upon written request to legal@AfriCann.net.
- 7.2. By disclosing or submitting your personal information to us, you consent to us collecting, processing and storing your personal information for the purposes set out in the Privacy Policy.

8. Electronic communication and records

- 8.1. You accept that we can communicate with you electronically when visiting the Websites or sending us e-mails. All records that you send to us may be stored electronically and with third parties. These electronic records shall be proof of the records unless you can prove otherwise.
- 8.2. Any electronic communication (for example, an e-mail or SMS) sent to you will be regarded as having been received by you upon being sent by AfriCann. This includes, but is not limited to, mobile push notifications.
- 8.3. If you are a registered user of the Websites, you will receive communications from us via e-mail. If you do not want to receive e-mails from AfriCann, you may click 'unsubscribe' or you contact us at info@africann.net.
- 8.4. AfriCann takes all reasonable steps to protect your personal information and maintain confidentiality in accordance with the Privacy Policy. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.
- 8.5. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirement that the communications be in writing.
- 8.6. You agree and accept that all prescriptions generated by a medical professional using AfriCann's Website will display an electronic signature of

such medical professional.

9. **Purchasing Terms and Payment**

- 9.1. Unless otherwise stated, all costs, charges or fees are displayed are in South African Rands (ZAR). In the event of a cancellation at your request a stipulated handling fee and/or a cancelation fee may also apply.
- 9.2. All costs indicated as applying to any of our Products and/or Services will be inclusive of VAT but exclusive of any other taxes and duties, which, unless otherwise indicated, will be charged separately if applicable.
- 9.3. You will be required to provide the necessary payment account details (such as credit card details) when ordering our Products and Services. The transaction will be processed by a third party payment processor through a payment portal on the Website and in accordance with the terms and procedures describe therein. We will not store or collect your payment account details. That information is provided directly to our third party payment processors whose use of your personal information is governed by their privacy policy.
- 9.4. By submitting your payment details on the payment portal, you authorise us to debit your designated account with the relevant amounts due for the Products and/or Services. Should we be unable to duly effect such payment for any reason your order may be cancelled. You warrant that you are duly authorised to make payments from the account designated by you. You also authorise us to pay all amounts to be refunded to you into such account.

9.5. **Cancellations and Refunds**

You may cancel an order for Products and Services at any time prior to the date of dispatch, by sending a cancellation notice to info@africann.net. When you cancel your order, you must provide us with the relevant order number. Following receipt of your order cancellation we will refund you the amount paid for the Products and Services within 14 days. Depending on the prevailing circumstances the following cancellation charges may apply: 5% cancellation charge.

If a refund is issued hereunder, it will be issued using the same method of payment that was used on the payment portal.

No cancellations, exchanges or refunds will be accepted or processed once the Products have been dispatched.

10. **Products**

- 10.1. AfriCann accepts no liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential injury, harm, death, loss or damage of any kind whatsoever or howsoever caused, arising from the use of any of our Products, Services and/or Website or the Products, Services and/or Website of third parties which may be displayed on or accessed through the Websites. You agree, to the extent permitted by law, to indemnify us against any loss or damage suffered or liability incurred by reason of your use of any of our Products, Services and/or Websites.

- 10.2. All Products displayed on our website are subject to availability. All prices shown on our website are quoted in South African Rands and are valid and effective only in the Republic of South Africa.
- 10.3. We reserve the right to discontinue or change the specifications of our Products and Services from time to time without notice. We will inform you as soon as possible if any Products or Services ordered by you are not available. We cannot always guarantee availability of stock.
- 10.4. You are required to read all labelled ingredients before use of a Product and to raise any labelling queries or uncertainties directly with the product's manufacturers.
- 10.5. All Products are dispensed according to the applicable South African pharmacy legislation. Please read the package insert to ensure that you are aware of any relevant information.

11. **Consumer Rights**

- 11.1. No provision of these Terms shall be interpreted or construed as a waiver, restriction, limitation or deprivation of any rights that you may have in terms of applicable law.
- 11.2. In particular, we draw your attention to certain rights that you may have in terms of the Consumer Protection Act 2008, the Electronic Communications and Transactions Act 2002, the Protection of Personal Information Act 2013 and the National Health Act 61 of 2003. These rights are not necessarily detailed in these Terms.

12. **Copyright and Intellectual Property Rights**

- 12.1. All AfriCann Content made available on the Websites (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software), which is either owned by AfriCann, third parties or is licensed to AfriCann, is protected by South African and international copyright laws and treaties, unless we expressly state that it is not. All such rights are reserved. In addition, the compilation of all content on the Websites is the exclusive property of AfriCann and is protected by South African and international copyright laws.
- 12.2. AfriCann and all related names, logos, product and service names, designs and slogans are our trademarks or the trademarks of our affiliates or licensors. You must not use such trademarks without our prior written permission. Other names, logos, product and service names, designs and slogans on the Websites are the trademarks of their respective owners and are used by us under license.
- 12.3. You are permitted to view, print or store electronically a copy of any information on the Website, including these Terms, solely for your personal, lawful and non-commercial use.
- 12.4. Except if permitted under this or any other agreement with AfriCann, no portion of the Websites may be copied, reproduced, modified, republished, uploaded, transmitted or distributed in any form or by any means available now or in the future.
- 12.5. Any unauthorised use, alteration or dissemination of the information

or content on the Websites are prohibited.

- 12.6. You agree that if you breach the terms of this clause, AfriCann will have the right to claim damages against you, which will include the right to claim special, incidental, consequential or indirect damages. AfriCann will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs.
- 12.7. Nothing on the Websites should be regarded as granting any license or right to use any trademark without AfriCann's prior written permission and/or that of any third party.
- 12.8. AfriCann is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your use of the Websites infringes that third party's intellectual property rights.
- 12.9. AfriCann tries to ensure that the most sophisticated technology protects information on the Websites. However, AfriCann cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the Websites. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

13. Linking to third party websites

- 13.1. The Websites may contain certain images and links to other Linked Sites with information, content or material produced by other parties. These Linked Sites are not under the control of AfriCann and AfriCann is not responsible for the information, content or material on any Linked Site, including, any link contained in a Linked Site, or any changes or updates to a Linked Site.
- 13.2. AfriCann provides these links to you only as a convenience, and you agree that the inclusion of links does not imply an endorsement by AfriCann of the Linked Site, their business or security practices, or any association with its operators.
- 13.3. AfriCann may employ the services of third parties from time to time to assist with the hosting and management of certain services and aspects of the Websites. We apply every effort to ensure that our sub-contractors comply with our Privacy Policy and widely accepted security standards and that they will be accountable for any non-compliance.
- 13.4. Should you have any queries arising from transactions you conclude with such third parties, you will be required to contact them directly.

14. Disclaimer

- 14.1. The Websites and all information, content, tools, materials features and Services are provided by AfriCann on an "as is" and "as available" basis, unless we inform you otherwise in writing.
- 14.2. The Websites are for information purposes only. We make no guarantee about the accuracy or reliability of the content, materials, features, and Services on our Websites.
- 14.3. The downloading and use of data from the Websites are done at your sole

discretion. You should independently verify the completeness and reliability of information obtained from the Websites. Also be aware that viruses or code which may have a harmful effect on your computer system could be transmitted to you. You are responsible for implementing suitable protection mechanisms to prevent such harm from occurring.

- 14.4. Access to the Websites is provided to you free of charge. Reliance on and use of the Websites and content are therefore at your own risk. We do not warrant that our Websites or any content, materials, features, or service on them will be error-free, uninterrupted, provide you with specific results, or be free of viruses or other harmful components. AfriCann will **not** be liable for any damages of any kind arising from your use of the Services and/or Websites or from any information, content, tools or materials included on or otherwise made available to you through the Websites, including for direct, indirect, special, punitive and/or consequential losses or damages or penalties, including loss of profit or the like whether or not in contemplation of the parties, whether based on breach of contract, delict, product liability or otherwise.
- 14.5. To the maximum extent permitted by law, we disclaim all express, implied, and statutory warranties, including, but not limited to, those of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement, and satisfactory quality.
- 14.6. No provision of these Terms limits or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or willful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption or requires you to assume risk or liability, to the extent that the law does not allow such an assumption of risk or liability.
- 14.7. You agree that you are solely responsible for any use or misuse of the Website Content and Services provided on or through our Websites and for compliance with all laws applicable to such use.
- 14.8. You may have additional rights under applicable law that preclude or limit the exclusion and disclaimers above.
- 14.9. We are fully committed to providing you with the best possible service. We are not, however, responsible for:
 - 14.9.1. any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the reasonable control of AfriCann; or
 - 14.9.2. any inaccurate, incomplete or inadequate information obtained from the Websites supplied by you or any other user.
- 14.10. Neither party will be responsible for any direct or indirect loss or damages that may arise from:
 - 14.10.1. any of the events described in this clause;
 - 14.10.2. your actions or omissions that result in a breach of these Terms;
 - 14.10.3. any Linked Sites. You also acknowledge that we cannot control the content of, or the products offered, on those Linked Sites;
 - 14.10.4. a denial of access to the Services and/or Websites should we believe

or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the Services and/or Websites or put AfriCann in disrepute; or

14.10.5. your reliance on any of the information, content, tools or materials that you obtain from the Websites.

15. **Medical Disclaimer**

15.1. AfriCann has created and compiled the content on its Websites for your information and use. This information is not intended, nor is it implied, to constitute medical advice or to replace or modify the medical advice of your doctor or health care provider. Always consult your health care provider for advice about a specific medical condition, when starting any new medical treatment, continuing with medical treatment or with any questions you may have regarding a medical condition. Please remember that the information and content, in the absence of a visit with a health care professional, must be considered as an informational/educational service only and is not designed to amount to, or to replace, a physician's independent judgment about the appropriateness of risks of a procedure or condition for a given patient. Nothing contained in the Websites is intended to be or should be taken for medical diagnosis or treatment.

15.2. All information contained on the Websites, including information relating to medical and health conditions, products and treatments, is for general informational purposes only. It is often presented in summary or aggregate form. You take full and total responsibility for what you do with this information, and any resulting outcomes from your actions.

15.3. You should not discontinue any treatment you or your patient/s may be receiving on the basis of information reflected on this Website without first consulting your healthcare provider. You should also seek professional advice immediately should any symptoms you may be experiencing persist.

15.4. We do not warrant or represent that you will attain any particular result, whether medical, financial or otherwise from your use or non-use of the Products, Services and/or Websites. You acknowledge that you are responsible for your own acts, decisions, choices, and use of the information provided on or through the Websites, and accordingly, you agree that we shall not be liable for any of your results or lack thereof.

16. **Indemnity**

16.1. While AfriCann makes every effort to ensure that the content and information on the Websites is complete, accurate and up to date, we make no guarantee about the suitability of the Products and Services on the Websites or whether they are complete accurate or appropriate.

16.2. You agree to defend, fully indemnify and hold harmless AfriCann, its directors, employees, holding companies, affiliates, successors, assigns, agents, service providers and suppliers from and against all claims, losses, liability, costs and expenses (including attorney's fees) arising from:

16.2.1. any claim relating to your use of the Services and/or Websites;

16.2.2. your violation of any of these Terms;

- 16.2.3. any errors or inaccuracies or incomplete information made available by third parties (including healthcare professionals, advisors and/or experts) on the Websites and agree that, we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third parties;
- 16.2.4. your violation of any third party right, including but not limited to any copyright, trademark, trade secret or other property or privacy right;
- 16.2.5. any claim that the Website Content caused damage to a third party.
- 16.3. You agree that all information, including Products and Services or any terms or conditions relating to them on the Websites may change. Such changes will take effect as and when published.
- 16.4. All Products and Services provided on the Websites are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.
- 16.5. You accept that some of the information, content, tools or materials on the Websites come from external sources (including independent practitioners in the health and wellness industry) and you agree that AfriCann is not responsible and will not be held liable, for any information or content, received from these external sources.
- 16.6. This defense and the indemnities set out in this clause will survive termination, modification and expiration of these Terms and your use of the Services and/or Websites.

17. **Phishing and spoofing**

- 17.1. If you receive an unsolicited e-mail that appears to be from AfriCann and that requests you to provide personal information (such as your credit card number, username, or password), or that asks you to verify or confirm your AfriCann information by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofer."
- 17.2. AfriCann will never ask for this type of information in an e-mail, and we strongly recommend that you **do not** respond to these e-mails and that you **do not** click on the link. Responding to "phishing" places you and your personal information at risk. AfriCann cannot be responsible for any consequences resulting from your response to any email sent by a "phisher" or a "spoofer".

18. **Remedies and Termination**

- 18.1. If you are dissatisfied with any of the content or materials on the Websites, or any services or information available through them, your sole and exclusive remedy is to discontinue accessing and using the Services and/or Websites.
- 18.2. Without limiting any other rights and remedies available to us, we reserve the right, in our sole discretion and without prior notice, to end your access to our Services and/or Websites or block your future access to our Services and/or Websites for any reason at any time.
- 18.3. Upon termination of use of any of the Services and/or Websites, the rights granted to you in terms of these Terms shall terminate.

- 18.4. You agree that any violation, or threatened violation, by you of these Terms will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate.
- 18.5. Please report any violations of the Terms (including the Privacy Policy or any documents incorporated by reference) that you become aware of by contacting us at info@afriCann.net. Any failure to act by us with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches by you or others.
- 18.6. These remedies are in addition to any other remedies we may have at law.

19. **Applicable law**

- 19.1. By accessing and using the Services and/or Websites, you agree that the laws of the Republic of South Africa will govern these Terms, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from these Terms.

20. **Force Majeure**

- 20.1. We will not be deemed to be in breach of these Terms or our Privacy Policy due to any event or circumstance beyond our reasonable control, including without limitation, war, invasion, failures of any public networks, electrical shortages, terrorist attacks, earthquakes and other acts of God. We are not responsible for any loss, delay, or damage due to such events or circumstances.

21. **General Provisions**

- 21.1. **Attempted conduct** – The prohibition of any conduct in terms of these Terms extends to the prohibition of any attempt to engage in such conduct, or to authorise, encourage, facilitate or condone others in engaging in such conduct.
- 21.2. **Cession and Delegation** – We may cede our rights and/or transfer or assign our obligations under these Terms to any person, provided that if we consider the transfer or assignment of our obligations under these Terms to be to your detriment, we shall not do so without your prior written consent. You shall not be entitled to cede your rights or transfer or assign you obligations under these Terms to any person without our prior written consent.
- 21.3. **Indulgence** - No relaxation or indulgence granted to you by us, or failure to enforce any of our rights, shall amount to a waiver or abandonment of our rights under and in terms of the Terms, nor preclude us from exercising its rights in the future.
- 21.4. **Whole Contract** - The Terms constitutes and contains the entire agreement between you and AfriCann with regard to its subject matter. No party shall be bound by any express or implied term, representation or warranty not recorded in the Terms.
- 21.5. **Severability** - Should any provision of the Terms be held to be illegal, invalid or unenforceable for any reason, such provision shall be severed from the

Terms without affecting, impairing or invalidating the remaining provisions, which shall continue to be of full force and effect.

- 21.6. **Costs** - We shall be entitled to recover from you all legal expenses incurred in the enforcement of any rights under the Terms, including but not limited to collection charges and legal expenses on an attorney and own client scale.

22. **Contacting us**

- 22.1. Please direct any queries or comments about these Terms, or any requests that you are entitled to make in terms of these Terms to info@afriann.net.
- 22.2. Please note that we may reject requests that are vexatious or frivolous, that require disproportionate technical effort or impracticality to address, or that would risk or infringe the privacy of others.