

Introduction

Site Terms of Service, an Enforceable Legal Agreement.

As of 31 January 2017

These Marijuana Terms and Services, Terms and Conditions, Refund and Cancellation policy and our privacy policy (together the "Terms") govern all use of <http://cannoisseurs.co.za> and that site's services (together the "Site" or "Services"). The Site is owned by Maggie Fok, a llc.

The owners and contributors to the Site will be referred to as "we," "us," or "our" in these Terms. By using the Site or its Services, and/or by clicking anywhere on this Site to agree to these Terms, you are deemed to be a "user" for purposes of the Terms. You and every other user ("you" or "User" as applicable) are bound by these Terms. You and each user also agree to the Terms by using the Services. If any User does not agree to the Terms or the Privacy Policy, such User may not access the Site or use the Services. In these Terms, the word "Site" includes the site referenced above, its owner(s), contributors, suppliers, licensors, and other related parties.

User Prohibited From Illegal Uses

User shall not use, and shall not allow any person to use, the Site or Services in any way that violates a federal, state, or local law, regulation, or ordinance, or for any disruptive, tortious, or illegal purpose, including but not limited to harassment, slander, defamation, data theft or inappropriate dissemination, or improper surveillance of any person.

User represents and warrants that:

- User will use the Services only as provided in these Terms;
- User is at least 18 years old and has all right, authority, and capacity to agree to these Terms;
- User will provide accurate, complete, and current information to the Site and its owner(s);
- User will notify the Site and its owner(s) regarding any material change to information User provides, either by updating and correcting the information, or by alerting the Site and its owner(s) via the functions of the Site or the email address provided below.

Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITE PROVIDES THE SERVICES "AS IS," WITH ALL FAULTS. THE SITE DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICES, OR THAT ANY DATA WILL BE TRANSMITTED IN A MANNER THAT IS TIMELY, UNCORRUPTED, FREE OF INTERFERENCE, OR SECURE. THE SITE DISCLAIMS REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, WRITTEN, ORAL, CONTRACTUAL, COMMON LAW, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THAT MAY ARISE FROM A COURSE OF DEALING OR USAGE OF TRADE.

Liability Is Limited

THE SITE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT

NOT LIMITED TO LOST PROFITS (REGARDLESS OF WHETHER WE HAVE BEEN NOTIFIED THAT SUCH LOSS MAY OCCUR) OR EXPOSURE TO ANY THIRD PARTY CLAIMS BY REASON OF ANY ACT OR OMISSION. THE SITE SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION OF ANY THIRD PARTY INVOLVED WITH THE SERVICES, SITE OFFERS, OR ANY ACT BY SITE USERS. THE SITE SHALL NOT BE LIABLE FOR ANY DAMAGES THAT RESULT FROM ANY SERVICE PROVIDED BY, OR PRODUCT OR DEVICE MANUFACTURED BY, THIRD PARTIES.

NOTWITHSTANDING ANY DAMAGES THAT USER MAY SUFFER FOR ANY REASON, THE ENTIRE LIABILITY OF THE SITE IN CONNECTION WITH THE SITE OR SERVICES, AND ANY PARTY'S EXCLUSIVE REMEDY, SHALL BE LIMITED TO THE AMOUNT, IF ANY, ACTUALLY PAID BY USER TO THE SITE OWNER DURING THE 12 MONTHS PRIOR TO THE EVENT THAT USER CLAIMS CAUSED THE DAMAGES.

The Site shall not be liable for any damages incurred as a result of any loss, disclosure, or third party use of information, regardless of whether such disclosure or use is with or without User's knowledge or consent. The Site shall have no liability for any damages related to: User's actions or failures to act, the acts or omissions of any third party, including but not limited to any telecommunications service provider, or events or causes beyond the Site's reasonable control. The Site has no obligations whatever, and shall have no liability to, any third party who is not a User bound by these Terms. Limitations, exclusions, and disclaimers in these Terms shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Third party products, links, and actions

The Site may include or offer third party products or services. The Site may also have other users or members who interact with each other, through the Site, elsewhere online, or in person. These third party products and any linked sites have separate and independent terms of service and privacy policies. We have no control or responsibility for the content and activities of these linked sites, sellers, and third parties in general, regardless of whether you first were introduced or interacted with such businesses, services, products, and people through the Site, and therefore you agree that we are not liable for any of them. We do, however, welcome any feedback about these sites, sellers, other users or members, and third parties.

Changes to the Site and the Services

The owners and contributors to the Site will work to improve the Site for our users, and to further our business interests in the Site. We reserve the right to add, change, and remove features, content, and data, including the right to add or change any pricing terms. You agree that we will not be liable for any such changes. Neither your use of the Site nor these terms give you any right, title, or protectable legal interest in the Site or its content.

Indemnity

If your activity or any activity on your behalf creates potential or actual liability for us, or for any of our users, partners, or contributors, you agree to indemnify and hold us and any such user, partner, contributor, or any agent harmless from and against all claims, costs of defense and judgment, liabilities, legal fees, damages, losses, and other expenses in relation to any claims or actions arising out of or relating to your use of the Site, or any breach by you of these Terms of Use.

Intellectual Property

This site and some delivery modes of our product are built on the WordPress platform. The Site grants User a revocable, non-transferable, and non-exclusive license to use the Site solely in connection with the Site and the Services, under these Terms. Copyright in all content and works of authorship included in the Site are the property of the Site or its licensors. Apart from links which lead to the Site, accurately attributed social media references, and de minimus text excerpts with links returning to the Site, no text, images, video or audio recording, or any other content from the Site shall be copied without explicit and detailed, written permission from the Site's owner. User shall not sublicense or otherwise transfer any rights or access to the Site or related Services to any other person. The names and logos used by the Site, and all other trademarks, service marks, and trade names used in connection with the Services are owned by the Site or its licensors and may not be used by User without written consent of the rights owners. Use of the Site does not in itself give any user any license, consent, or permission, unless and then only to the extent granted explicitly in these Terms.

Privacy

Any information that you provide to the Site is subject to the Site's Privacy Policy, which governs our collection and use of User information. User understands that through his or her use of the Site and its Services, User consents to the collection and use (as set forth in the Privacy Policy) of the information, including the transfer of this information to the United States and/or other countries for storage, processing and use by the Site. The Site may make certain communications to some or all Users, such as service announcements and administrative messages. These communications are considered part of the Services and a User's account with the Site, and Users are not able to opt out of all of them.

Disputes

We are based in Cape Town and you are contracting to use our Site. These Terms and all matters arising from your use of the Site are governed by and will be construed according to the laws of Cape Town, without regard to any choice of laws rules of any jurisdiction. The federal courts and state courts that have geographical jurisdiction over disputes arising at our office location in the Cape Town will be the only permissible venues for any and all disputes arising out of or in connection with these Terms or the Site and Service.

General

These Terms, including the incorporated Privacy Policy, supersede all oral or written communications and understandings between User and the Site.

Any cause of action User may have relating to the Site or the Services must be commenced within one (1) year after the claim or cause of action arises.

Both parties waive the right to a jury trial in any dispute relating to the Terms, the Site, or the Services.

If for any reason a court of competent jurisdiction finds any aspect of the Terms to be unenforceable, the Terms shall be enforced to the maximum extent permissible, to give effect to the intent of the Terms, and the remainder of the Terms shall continue in full force and effect. User may not assign his or her rights or delegate his or her responsibilities under these Terms or otherwise relating to the Site or its Services.

There shall be no third party beneficiaries under these Terms, except for the Site's affiliates, suppliers, and licensors, or as required by law.

Use of the Site and its Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this paragraph.

The failure of the Site to exercise or enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.