

# MyAccess Clinics Website, Online Platform and Social Media Terms of Use

**Last Updated: 3 June 2021**

These terms of use govern the use of websites, online platforms any social media accounts operated by MMJ Clinic Group Limited (Company Number 11906622) t/a MyAccess Clinics (**we, us** or **our**) under the domain name [myaccessclinics.co.uk](https://myaccessclinics.co.uk), and any other website which includes a link or reference to these terms of use (each, an **Online Platform**).

We want each visitor to a Website (**you**) to have a safe, informative visit, so we have established the following terms of use so that both parties know what to expect from each other. By using an Online Platform, you agree to be bound by these terms of use. Please read them carefully.

We may at any time vary these terms of use by publishing the varied terms of use on an Online Platform. You accept that by doing this, we have provided you with sufficient notice of the variation.

## **Information disclaimer**

The information on an Online Platform is provided to you for general guidance only and must not be relied on by you or any other person as a substitute for appropriate professional advice tailored to your specific circumstances.

Information and statements are not intended to diagnose, treat, cure, or prevent any medical condition and do not constitute medical advice. No warranty is made that any information on, or linked to from, an Online Platform is complete and/or accurate. All information contained on an Online Platform, 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.

Professional medical advice is required for medical conditions and for dosages of the pharmaceutical product prescribed by your treating healthcare professional.

The information on an Online Platform is not intended, nor is it implied, to be a substitute for professional medical advice or any information contained on or in any product packaging or labels. Always seek the advice of your pharmacist, treating healthcare professional, other medical practitioner or qualified health provider when starting any new medical treatment, continuing with medical treatment or with any questions you may have regarding your or any other party's medical condition. Nothing contained in any Website is intended to be or should be taken for medical diagnosis or treatment.

## **Copyright and trade mark notice**

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MYACCESS CLINICS and all related names, logos, product and service names, designs and slogans are our trade marks or the trade marks of our affiliates or licensors. You must not use such marks without our prior written permission. Other names, logos, product and service names, designs and slogans on an Online Platform are the trade marks of their respective owners and are used by us under licence.

## **Disclaimer**

You expressly agree that use of any Website is at your sole risk. In no event do we, our directors, officers, employees and representatives warrant that an Online Platform will be uninterrupted or error-free. We do not make any warranty as to the results that may be obtained from the use of an Online Platform, or use of the information, content, service, or products provided through an Online Platform.

We explicitly disclaim any responsibility for the accuracy, content, availability, copyright compliance, legality, or decency of information found on third-party sites that link to or from an Online Platform.

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 third-party 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.

## **Information you provide**

You agree to:

- provide true, accurate, current and complete information about yourself when submitting information on an Online Platform; and

- maintain and promptly update such information to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may refuse any and all current and future use of any Website.

You must not use an Online Platform for any conduct which is: (i) in violation of applicable law; or (ii) harmful to our interests or the interests of any third party.

### **Your conduct and standards of behaviour**

You may only use an Online Platform 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:
  - any part of an Online Platform;
  - any equipment or network on which an Online Platform is stored;
  - any software used in the provision of an Online Platform; or
  - 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 content which, in our opinion, is in violation of the above standards of behaviour.

### **Our rights**

We may terminate your access, or suspend your access to all or part of an Online Platform, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to the interests of another user, a third-party provider, merchant, sponsor, licensor, service provider, or us.

### **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. All disputes related to card processing through an Online Platform are governed by, and will be dealt in accordance with, the laws of England and Wales.

## **Termination**

These terms of use are effective even if this agreement is terminated by either party. Subject to applicable law, we reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of an Online Platform with or without notice. You agree that any termination of your access to an Online Platform may be affected without prior notice and acknowledge and agree that we may immediately deactivate or delete your registration and all related information and files under your registration and bar any further access to such files or 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.