



## **Cannaverse Website Terms & Conditions**

**Effective Date: 5th April 2025 Version: 1.1**

### **1. Definitions**

In these Terms & Conditions ("Terms"):

"Platform" means the Cannaverse website ([www.cannaverse.africa](http://www.cannaverse.africa)/[www.app.cannaverse.africa](http://www.app.cannaverse.africa)), mobile application, and any official Cannaverse-branded tools or services.

- "Stores" means independent businesses or entities listed on the Platform offering cannabis-related products or services.
- "Clubs" means Private Cannabis Clubs (PCCs) or Non-Profit Companies (NPCs) facilitating private cannabis use under South African law.
- "Harmful Activity" means illegal conduct, actions that disrupt Platform integrity, or behaviour that incites violence, discrimination, or defamation.
- "User" or "you" means any individual or entity accessing or using the Platform.
- "We," "us," or "our" refers to Cannaverse, its directors, employees, and affiliates.

### **2. Introduction**

Welcome to Cannaverse. These Terms govern your access to and use of the Platform. By accessing or using the Platform, you agree to be bound by these Terms and our Privacy Policy. If you do not agree, you must not use the Platform.

This Platform is intended for use by individuals residing in South Africa or accessing it in compliance with South African law.

### **3. Eligibility**

You must be 18 years or older and legally competent to access and use the Platform. By using the Platform, you confirm that you meet these requirements.

### **4. Legal Disclaimer: Cannabis-Related Content**

Cannaverse operates as an information and service platform, facilitating engagement between Users, Clubs, and vetted Stores. We do not sell cannabis products directly or promote the sale of controlled substances.

#### **Compliance Notice**

Cannaverse supports lawful, privacy-compliant cannabis use as permitted under:

- The Privacy Judgment (*Minister of Justice and Constitutional Development v Prince*, 2018), which legalizes private cannabis use and cultivation by adults.
- The Medicines and Related Substances Act (No. 101 of 1965); and



- The Cannabis for Private Purposes Bill (pending enactment as of 2024 or any successor legislation).

Users, Stores, and Clubs must ensure their actions comply with all applicable local and national laws. Cannaverse is not responsible for unlawful conduct by Users, Stores, or Clubs. For more information on legal cannabis use in South Africa, refer to our [Legal Resources Page]([www.app.cannaverse.africa/legal](http://www.app.cannaverse.africa/legal))

## 5. User Accounts

To access certain features (e.g., Club participation, booking services, or educational tools), you may need to register an account. You agree to:

- Provide accurate, complete, and current information.
- Keep your login credentials secure and confidential.
- Notify us immediately at [legal@cannaverse.africa](mailto:legal@cannaverse.africa) of any unauthorized use of your account.

We reserve the right to restrict, suspend, or terminate your account for violations of these Terms or applicable laws. Upon termination, your personal information will be handled in accordance with our Privacy Policy and PoPIA. If your account is suspended, you may contact us within 14 days at [legal@cannaverse.africa](mailto:legal@cannaverse.africa) to contest the decision.

## 6. User Conduct

You agree not to:

- Violate any applicable laws or promote illegal activity.
- Upload or transmit content that is defamatory, discriminatory, incites violence, or is otherwise harmful or offensive.
- Interfere with Platform security, network systems, or functionality.
- Attempt to access data or accounts not belonging to you.

## 7. Platform Services

Cannaverse provides:

- Access to educational content, strain libraries, and wellness guides.
- Listings of vetted Stores and Clubs.
- Booking or reservation services.
- Communication channels between Users and Stores/Clubs.
- Tools for secure, privacy-compliant data sharing between Users and Stores/Clubs.



Cannaverse is not liable for third-party service delivery, the accuracy of Store or Club listings, or Club activities. Stores and Clubs are independently managed and bound by their own policies and legal obligations. We reserve the right to vet and remove listings that fail to meet compliance or quality standards.

## **8. Data Privacy & PoPIA**

We process your personal information in accordance with the Protection of Personal Information Act (PoPIA) and our Privacy Policy. By checking the consent box during registration, you explicitly agree to data processing as outlined therein. Your data may be used to:

- Personalize your experience.
- Improve Platform functionality.
- Communicate relevant updates or services to you.

Under PoPIA, you have the right to access, correct, or request deletion of your personal information. See our Privacy Policy for details on exercising these rights. Stores and Clubs are independent “responsible parties” under PoPIA and are accountable for any data they process through their listings or interactions.

## **9. Intellectual Property**

All content, branding, and intellectual property on the Platform belong to Cannaverse or its licensors unless otherwise stated. You may not copy, reproduce, or use our content without express written permission.

By submitting content to the Platform (e.g., reviews, posts), you grant Cannaverse a non-exclusive, royalty-free license to use, display, and reproduce it solely for Platform purposes.

## **10. Termination & Suspension**

We may restrict, suspend, or terminate your access to the Platform if:

- You breach these Terms.
- You engage in Harmful Activity.
- Your continued use poses a risk to the Platform, other Users, or our operations.

## **11. Limitation of Liability**

Except in cases of gross negligence or wilful misconduct, Cannaverse is not liable for:

- Direct or indirect losses from third-party engagements (e.g., Stores, Clubs, or other Users);
- Technical issues, data loss, or service disruptions.
- Actions taken by Stores, Clubs, or other Users.



To the extent permitted by law, you indemnify Cannaverse, its directors, employees, and partners against all claims arising from your use of the Platform.


## 12. Modifications

We may update these Terms at any time. We will notify Users of material changes via email or a Platform banner. Continued use of the Platform after updates constitutes acceptance of the revised Terms. You are encouraged to review them regularly.

## 13. Governing Law

These Terms are governed by the laws of the Republic of South Africa. Disputes shall be resolved amicably through mediation where possible, before pursuing legal action in accordance with South African legal processes.

## 14. Contact

For questions about these Terms or compliance matters, contact:  [legal@cannaverse.africa](mailto:legal@cannaverse.africa)

### ☒ Checkbox Consent During Registration


"I accept the Terms & Conditions and Privacy Policy. I confirm that I am over 18 and understand that any cannabis-related interactions on this Platform are subject to applicable South African laws."


*Note: Consent is mandatory and timestamped for audit purposes.*

Yours faithfully,

Charl Botha B.Proc (S.A)

*(Electronically Signed)*

H3 Legal Solutions Cannabis Legal Consultancy  **Email: [charlbotha@familyfocusedlaw.co.za](mailto:charlbotha@familyfocusedlaw.co.za) / [h3legal@gmail.com](mailto:h3legal@gmail.com)**

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