

## Terms and Conditions

Here are the terms for using our website and service.

Terms and Conditions of **Joinkanopi.com**

These Terms govern

- the use of Joinkanopi.com, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalised words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Joinkanopi.com is provided by:

PANGAEA TECH LTD, The Mill Hunton Road, Marden, Tonbridge, England, TN12 9QX

Mr George Spain-Warner is the beneficial owner of PANGAEA TECH LTD.

**Owner contact email:** [george@Joinkanopi.com](mailto:george@Joinkanopi.com)

"Joinkanopi.com" refers to

- this website, including its subdomains and any other website through which the Owner makes its Service available;
- the Service;
- any applications, sample and content files, source code, scripts, instruction sets or software included as part of the Service, as well as any related documentation;
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The following documents are incorporated by reference into these Terms:

### What the User should know at a glance

- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.

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## TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using Joinkanopi.com.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using Joinkanopi.com, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;

### **Account registration**

To use the Service Users must register or create a User account, providing all required data or information in a complete and truthful manner.

Failure to do so will cause unavailability of the Service.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by Joinkanopi.com.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

### **Account termination**

Users can terminate their account and stop using the Service at any time by doing the following:

- By directly contacting the Owner at the contact details provided in this document.
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### **Account suspension and deletion**

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts which it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

### **Content on Joinkanopi.com**

Unless where otherwise specified or clearly recognizable, all content available on Joinkanopi.com is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on Joinkanopi.com infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

## **Rights regarding content on Joinkanopi.com - All rights reserved**

The Owner holds and reserves all intellectual property rights for any such content. Users may not therefore use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on Joinkanopi.com, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on Joinkanopi.com, the User may download, copy and/or share some content available through Joinkanopi.com for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

### **Access to external resources**

Through Joinkanopi.com Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

### **Acceptable use**

Joinkanopi.com and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of Joinkanopi.com and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to Joinkanopi.com or the Service, terminating contracts, reporting any misconduct performed through Joinkanopi.com or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

### **Software license**

Any intellectual or industrial property rights, and any other exclusive rights on software or technical applications embedded in or related to Joinkanopi.com are held by the Owner and/or its licensors.

Subject to Users' compliance with and notwithstanding any divergent provision of these Terms, the Owner merely grants Users a revocable, non-exclusive, non-sublicensable and non-transferable license to use the software and/or any other technical means embedded in the Service within the scope and for the purposes of Joinkanopi.com and the Service offered.

This license does not grant Users any rights to access, usage or disclosure of the original source code. All techniques, algorithms, and procedures contained in the software and any documentation thereto related is the Owner's or its licensors' sole property. All rights and license grants to Users shall immediately terminate upon any termination or expiration of the Agreement.

## **Liability and indemnification**

### **EU Users**

#### **Indemnification**

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable use of or connection to the Service, violation of these Terms, infringement of any third-party rights or statutory provision by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

#### **Limitation of liability**

Unless otherwise explicitly stated and without prejudice to applicable statutory product liability provisions, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of an essential contractual obligation such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as Joinkanopi.com has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

## **Common provisions**

## **No Waiver**

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

## **Service interruption**

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or terminate the Service altogether. If the Service is terminated, the Owner will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" (eg. labor actions, infrastructural breakdowns or blackouts etc).

## **Service reselling**

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of Joinkanopi.com and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

## **Privacy policy**

To learn more about the use of their Personal Data, Users may refer to the privacy policy of Joinkanopi.com.

## **Intellectual property rights**

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to Joinkanopi.com are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with Joinkanopi.com are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

## **Changes to these Terms**

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes. Such changes will only affect the relationship with the User for the future.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service. Failure to accept the revised Terms, may entitle either party to terminate the Agreement. The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If required by applicable law, the Owner will specify the date by which the modified Terms will enter into force.

### **Assignment of contract**

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly. Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

### **Contacts**

All communications relating to the use of Joinkanopi.com must be sent using the contact information stated in this document.

### **Severability**

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

### **US Users**

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

### **EU Users**

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts. In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law. Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in

cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

### **Governing law**

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

#### **Exception for European Consumers**

However, regardless of the above, if the User qualifies as a European Consumer and has their habitual residence in a country where the law provides for a higher consumer protection standard, such higher standards shall prevail.

### **Venue of jurisdiction**

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

#### **Exception for European Consumers**

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in Switzerland, Norway or Iceland.

### **UK Consumers**

Consumers based in England and Wales may bring legal proceedings in connection with these Terms in the English and Welsh courts. Consumers based in Scotland may bring legal proceedings in connection with these Terms in either the Scottish or the English courts. Consumers based in Northern Ireland may bring legal proceedings in connection with these Terms in either the Northern Irish or the English courts.

## **Definitions and legal references**

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### **Joinkanopi.com (or this Application)**

The property that enables the provision of the Service.

### **Agreement**

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

### **Business User**

Any User that does not qualify as a Consumer.

### **European (or Europe)**

Applies where a User is physically present or has their registered offices within the EU, regardless of nationality.

### **Owner (or We)**

Indicates the natural person(s) or legal entity that provides Joinkanopi.com and/or the Service to Users.

### **Service**

The service provided by Joinkanopi.com as described in these Terms and on Joinkanopi.com.

### **Terms**

All provisions applicable to the use of Joinkanopi.com and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

**User (or You)**

Indicates any natural person or legal entity using Joinkanopi.com.

**Consumer**

Any User qualifying as a natural person who accesses goods or services for personal use, or more generally, acts for purposes outside their trade, business, craft or profession.