

Terms of Service of “Smoky at Rehab”

APPWARED LIMITED ("Us" or "We") provides the Smoky at Rehab mobile application and various related services (collectively, the "App") to you, the User, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Service"), as well as any other written agreement between us and you.

In addition, when using particular services or materials on this App, Users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Service. All such guidelines or rules are hereby incorporated by reference into these Terms of Service.

These Terms of Service are effective as of 25 April 2019. We expressly reserve the right to change these Terms of Service from time to time without notice to you. You acknowledge and agree that it is your responsibility to review these Terms of Service from time to time and to familiarise yourself with any modifications.

Your continued use of this App after such modifications will constitute acknowledgment of the modified Terms of Service and agreement to abide and be bound by the modified Terms of Service. This Terms of Service was created by Terms of Service Template and the Privacy Policy Template.

We reserve the sole right to either modify or discontinue the App, including any of the App's features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on this App shall also be subject to these Terms of Service.

Conduct on App

Your use of the App is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the App. By posting in-

formation in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this App, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content — including text, communications, software, images, sounds, data, or other information — that:

Is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies

Victimises, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability

Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party

Constitutes unauthorised or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorised solicitation, or any form of lottery or gambling

Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorised access to any data or other information of any third party

Impersonates any person or entity, including any of our employees or representatives

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party users of the App. We generally do not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message

boards, newsgroups, software libraries, or other interactive services that may be available on or through this App. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with these Terms of Service and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content.

You agree that we may at any time, and at our sole discretion, terminate your membership, account, or other affiliation with our site without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

Intellectual Property

All custom graphics, icons, logos, and service names used on the App are registered trademarks, service marks, and/or artwork held under copyright of APPWARED LIMITED or its Affiliates. All other marks are property of their respective owners. Nothing in these Terms of Service grants you any right to use any trademark, service mark, logo, and/or the name or trade names of APPWARED LIMITED or its Affiliates.

Disclaimer of Warranties

You understand and agree that temporary interruptions of the services available through this App may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this App, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this App are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalisation settings.

International Use

Although this App may be accessible worldwide, we make no representation that materials on this App are appropriate or available for use in locations outside the United Kingdom, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this App from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this App is void where prohibited.

Termination

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the App with or without notice and for any reason, including, without limitation, breach of these Terms of Service. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this App immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this App. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

Governing Law

These Terms of Service and any dispute or claim arising out of, or related to them, shall be governed by and construed in accordance with the internal laws of the GB without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Service or the App shall be instituted exclusively in the federal courts of gb.