

# forgood Social Network (Pty) Limited

Reg: 2011/007392/07

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## TERMS OF SERVICE AGREEMENT

Please read the following Terms of Service Agreement (“Agreement”) carefully before utilising the forgood platform (“the Platform”). Use of the Platform indicates that you (“the User”) have understood and agree to be bound by the terms and conditions of this Agreement. forgood’s Privacy Policy (<https://www.forgood.co.za/Legal/privacy>) is incorporated by reference into this Agreement and is subject to this Agreement. forgood may amend this Agreement at any time. All amended terms shall be effective automatically and immediately upon the posting of the revised Agreement and any subsequent activity in relation to the Platform shall be governed by such amended terms and conditions of usage.

If you do not agree to the terms of this Agreement, please do not use the Platform. If you wish to register as a User to make use of the Platform, you must read these Terms and indicate your acceptance during the registration process. Note, however, that these Terms apply to your access to and use of the Platform regardless of whether you register an account as a User.

This Agreement was last revised on 9 July 2015. You are advised to regularly check the Website [www.forgood.co.za](http://www.forgood.co.za) for any amendments or updates.

Enquiries: [contact@forgood.co.za](mailto:contact@forgood.co.za)

### 1. Definitions

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In this Agreement the following definitions apply:

- a. **“Causes”** – shall mean the charities, companies, associations, non-profit organisations and schools who have registered on the Platform in order to fulfil a need by receiving a donation from a User/s or allowing a User/s to provide time or a specific skill to fulfil such need.
- b. **“Need”** shall mean a request for assistance either in the form of a donation or assistance with a particular task by a User/s and/or by Causes in order to meet an immediate or going concern.
- c. **“Offer”** shall mean an advertisement offering goods, services or other relevant items from a User to a Cause/s. Both Users and Causes can create Offers on the Platform.
- d. **The “Platform”** shall mean the digital platform that provides an exchange of information in regard to social good, and connects, informs and inspires South Africans to change South Africa for good. The use of the Platform is for the benefit of the Users and the ultimate good of South Africa and is provided

at no commercial cost to the Users or the Causes.

- e. **“User/s”** shall mean individuals, associations, non for profit organisations and businesses who wish to donate, volunteer or become involved in the social sector and who use the Platform to register Causes or Offers for others to respond to.

## 2. Registration and Creation of an Account

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- 2.1 In order to register on the Platform, you confirm that you are a natural person over the age of 18 or have the relevant consent from a parent or guardian (a Competent Person) and you duly warrant that such consent has been obtained.
- 2.2 If you are a person duly authorised to represent and register the charity, company or organisation, you hereby warrant that you are duly authorised to act on behalf of the relevant charity, company or organisation and to register the account in the name of the entity.
- 2.3 forgood is entitled to call upon you to provide documentary evidence, and/or any other information reasonably required to confirm your legal standing either as a natural person, parent or legal guardian or as a representative of a charity, company or organisation.
- 2.4 Where registration and creation of an account is undertaken by you for a charity, company or organisation, you hereby indemnify and hold forgood harmless against any and all liabilities, losses, fines, damages, expenses and legal costs (‘claims’) incurred (whether directly or indirectly), in the following instances:
  - a) from any cause whatsoever, including without limitation any claims arising out of or in relation to the provision of any services or information by forgood to such registered User or any third party, or
  - b) the use of the Platform by such registered User, or
  - c) any claim against forgood of any nature by the legal entity registered by such person without the relevant authorisation.
- 2.5 Registration and creation of an account requires completion of an application form including the submission of a valid email address. forgood shall utilise valid email addresses provided by you to provide updates on news, activities and topics of interest. You are entitled to notify forgood that you wish to no longer receive such communications.
- 2.6 You are responsible for providing information in the application form that is true, accurate, current and complete at all times. Information found to be false and misleading may result in the suspending or termination of the account and a refusal for all current and future use of the Platform.
- 2.7 By registering on the Platform, you agree to the following:
  - a) that you will not select or use a name or e-mail address of another person with the intent to impersonate that person;
  - b) use a user name or e-mail address subject to the rights of any person without authorization;
  - c) use a name in violation of the intellectual property rights of any person; or
  - d) use a name that forgood, in its sole discretion, deems inappropriate or offensive.

- 2.8 Upon registration of an account, you shall receive logon credentials which you undertake not to disclose to any third party so as to ensure the security of the account. Security of the account is your responsibility and forgood disclaims all liability with regard thereto. You are responsible for all activities (whether by you or by others) that occur under the account. forgood may require you to change the logon credentials at various times and you agree that you will comply with such requests. You will notify forgood immediately of any unauthorized use of the account or any other breach of security. forgood assumes no liability for any loss or damage arising from any unauthorised use of your password or account by a third party.
- 2.9 In the event of the security of an account being compromised, forgood reserves the right to suspend the processing of any communications and will immediately deactivate the User's logon credentials. You shall refrain from using the Platform until new logon credentials are issued.
- 2.10 You hereby indemnify and hold forgood, its directors, employees, agents and representatives, harmless for any and all losses, damages and expenses arising from your failure to ensure the security of the account, including all legal fees, on an attorney-client scale.
- 2.11 You agree that you shall refrain from registering and creating accounts using "bots" or other automated means.
- 2.12 Technical support regarding the use of the Platform is only available to registered members of forgood and is accessible via the Contact Us link which is found at the end of each page on the Platform.

### 3. Permitted Use of the Services

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- 3.1 Where you use the Platform to obtain information about Causes so you are able to respond by making a donation or providing a skill or time to fulfil a Need or you create or respond to an offer, you correspond directly with other User/s and Cause/s.
- 3.2 All acceptances of volunteer opportunities and any other terms and conditions that apply to such interactions, are solely between you and the User/s you choose to deal with.
- 3.3 You agree that forgood will not be responsible or liable for any loss, cost, damage, or other liability of any sort incurred as the result of any such interactions, or as the result of the presence of such parties on the Platform and you hereby irrevocably waive any claims against forgood arising from or related to your relationship with another User.
- 3.4 Where you are using the Platform to find volunteers, donations or Offers (including posting volunteer opportunities), your correspondence and relationship with the User/s found on or through the Platform, and any other terms or conditions that apply to such interactions are solely between you and the User/s.
- 3.5 You agree that forgood will not be responsible or liable for any loss, cost, damage, or other liability of any sort incurred as the result of any such dealings, or as the result of the presence of such parties on the Platform and you hereby irrevocably waive any claims against forgood arising from or related to your

relationship with a volunteer.

3.6 You hereby release forgood, its officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from:

- a) any interactions with other Users (including volunteer opportunities and Offers), or
- b) your participation in any activities arising from or related to your use of the Platform.

## 4. Applicable Restrictions

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4.1 Access to and use of the Platform is governed by these Terms of Service.

4.2 You may not use the Platform for any purpose that is unlawful or prohibited by these Terms of Service, any applicable additional or amended Terms of Service, or any other conditions or notices that are made available on the Platform. Unauthorised use of this Platform may result in forgood instituting a claim for damages against you and/or you may be found guilty of a statutory and/or criminal offense.

4.3 By using or accessing the forgood Platform, you undertake to refrain from the following conduct:

- a) transmitting any worms, viruses, trojan horses, worms, time bombs, or cancelbots and/or other codes or malware of a destructive nature. This includes not interfering with the operation of any of the tools, scripts, routines or codes of the Platform and/or the services, including by using any software, routine or device that will or may interfere with the tools, services and/or website, such as viruses, trojan horses, worms, time bombs, or cancelbots and/or other codes or malware of a destructive nature.
- b) intercepting any data or personal information of any User or third party transmitted on or via the Platform.
- c) uploading, posting, hosting, or transmitting unsolicited email, SMSs, or 'spam' messages.
- d) using the Platform to bully, intimidate or harass any User or any other third party.
- e) posting any content that is objectionable in any regard, including without limitation any content that is hateful, threatening, pornographic, inciting or promoting violence of any nature.
- f) using the Platform to perform or promote any act that is unlawful, misleading, malicious, defamatory, or discriminatory.
- g) performing any action that may disable, override or impair the efficient and/or proper operation or working of the Platform and/or the website.
- h) posting content, taking or mobilising action using the Platform in a way that infringes or violates any person's rights or the laws of any jurisdiction.
- i) submitting content containing marketing or promotional material which is intended to solicit business; upload, post or in any other way transmit information which you are not authorised

- j) to transmit.
- k) utilising the Platform for any illegal or unauthorised purposes.
- l) violating any laws in any jurisdiction, including but not limited to any intellectual property laws.

4.4 Any act or omission which results in a failure to abide by the restrictions set out, as determined by forgood in its sole discretion, will result in immediate termination of the account.

4.5 forgood is not liable to you nor any third party for any breach of your obligations under these Terms of Service and for any consequences arising as a result of such breach, including any loss or damages which you or any third party may suffer.

4.6 Unauthorised use of the Platform includes engaging personally or permitting a third party to engage in the following activities:

- a. copying, adapting, modifying, publishing, republishing, distributing or redistributing this Platform or the material on the Platform without forgood's prior written consent;
- b. using any automated data collection, data mining or data gathering methods of any kind in relation to the Platform;
- c. reverse engineering, disassembling, decompiling, transferring, exchanging or translating the source code of the Platform;
- d. making and distributing copies of the Platform or allowing such activity by third parties on your behalf;
- e. creating derivative works of the Platform of any kind.

## 5. Protection of Personal Information

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Any personal information supplied to forgood in relation to the provision of the Service will be dealt with in accordance with forgood Privacy's Policy, the Terms of Service set out herein and South African legislation as it may apply. The collection, use, and disclosure of your personal information is described in our Privacy Policy available at <https://www.forgood.co.za/Legal/privacy>.

## 6. forgood's Content

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The content made available to you through the Platform, ("Our Content"), is owned by forgood and or its licensors and is protected by South African copyright laws. Our Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, publicly performed, publicly displayed, or redistributed in any way without prior written permission or the prior written permission of our applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Content.

## 7. Your Content

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- 7.1 By posting or submitting any content ("Your Content"), (including, without limitation, text, photos, and videos) to the Platform, you represent and warrant:
- a) that you are the owner of the material, or
  - b) that the owner of the material has consented to your use; or
  - c) where representing a charity, company or organisation, you are duly authorised to provide such content.
- 7.2 forgood reserves the right to pre-screen content and in its sole discretion, and shall decide whether to publish, edit, distribute, refuse to publish and/or to remove any content that is provided by you on the Platform. We reserve the right to remove Your Content if we believe that Your Content violates these Terms or may otherwise cause liability for us.
- 7.3 You retain ownership of all copyright and other intellectual property rights in and to the content. When submitting or posting content, you grant to forgood a royalty-free, perpetual, irrevocable, sublicensable, non-exclusive right and license to Use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display it (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology. "Use" means use, host, store, modify, communicate, and publish. This grant shall include the right to exploit any proprietary rights in any such material. You also grant us the right to identify you as the author of any of your postings or submissions, feedback or comments by name, username or e-mail address as we deem appropriate.
- 7.4 This license shall end when your account is removed from the Platform provided that such content and information that was previously shared with other Users, will remain as long as those accounts remain active on the Platform.
- 7.5 forgood will remove content or information provided by you if it becomes aware and determines that Your Content violates these Terms or may otherwise cause liability for us.
- 7.6 You agree to indemnify, defend and hold harmless forgood, its parent company, subsidiaries, affiliates, officers, directors, co-branders and other partners (including third-party partners to whom forgood may provide Your Content), employees, consultants and agents, from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable legal costs) that forgood or third parties may incur as a result of or arising from:
- a) Your Content and any information you (or anyone accessing the Platform using your password) submit, post or transmit through the Platform,

- b) your (or access to the Platform as you) violation of these Terms or applicable law or regulation,
- c) your (or anyone using your account's) violation of any rights of any other person or entity (including, but not limited to, third party privacy rights),
- d) any information or content we collect from third parties through the Platform at your request, or
- e) any viruses, trojan horses, worms, time bombs, cancelbots, spyware or other similar harmful or deleterious programming routines input by you into the Platform.

## 8. Third Party Content and Monitoring

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- 8.1 In order to provide the service on the Platform, forgood relies on the Users and Causes to provide information about the Needs and/or Offers so that other Users and/or Causes can respond and provide the requisite assistance.
- 8.2 forgood is a distributor and publisher of content ("Content") supplied by Users of the Platform and by other third parties. Accordingly, forgood has no editorial control over such Content. Any services, offers, or other information expressed or made available as part of the Content, including information provided by other Users and/or third parties, are those of the respective author(s) or distributor(s) of that information and not of forgood. forgood neither endorses nor is responsible for the accuracy or reliability of any Content, or opinion, advice, information, or statement made on the Platform by anyone. Forgood has the right, but not the obligation, to monitor and review the Content on the Platform and your account to determine compliance with these Terms and any other operating rules established by forgood, to satisfy any law, regulation or for other purposes. You understand and acknowledge that forgood does not monitor Content for accuracy or reliability.

## 9. Intellectual Property

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- 9.1 This Platform and all the materials contained (including but not limited to: computer or software code, scripts, design elements, images, text, drawings, interactive features, animation, photos, video, graphics, music, sound and voice), are the property of forgood and/or the property of our affiliates or licensors or various third parties, and are protected by intellectual property laws in South Africa. Ownership of all such intellectual property remains with forgood, the affiliates or the third parties. There is no transfer of the intellectual property and you are not authorised to use any such intellectual property without prior written consent from the third parties. Users may only use this Platform and the materials on it as authorised by forgood.
- 9.2 Where you represent an organisation, you hereby provide consent for forgood to utilise the organisation's logo on the website as well as photographs in association with an Offer, a donation and/or volunteering activities.

- 9.3 forgood reserves the right, at any time and without notice, to suspend, cancel, or terminate your right to use the Platform (or any portion of the Platform) for violation (whether repeated or not) of intellectual property rights belonging to forgood or a third party.
- 9.4 Any unauthorised modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by e-mail or other electronic means) any material from the Platform, without prior written consent from the owner of the materials, constitutes a breach of intellectual property. Users are specifically prohibited from uploading content which the User does not have permission to use, including but not limited to, images and text in breach of any copyright or other intellectual property laws.
- 9.5 The User indemnifies and holds forgood harmless for any and all intellectual property infringements claims that may arise as a result of the content uploaded, posted or submitted and for any activity that occurs under the User's account, even when content is posted by others who may be using the pages. Users will be solely responsible for any and all damages resulting from any infringements of copyrights, proprietary rights or any other harm resulting from any uploading, posting or submission.
- 9.6 If you believe that any of your intellectual property rights have been infringed, please send an email to [contact@forgood.co.za](mailto:contact@forgood.co.za).

## 10. Limitation of Liability Disclaimer

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- 10.1 WHEN PERMITTED BY LAW, FORGOOD, AND FOR GOOD'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.
- 10.2 You agree to defend, indemnify and hold forgood, its officers, directors, employees, agents, contractors, and suppliers harmless from and against any claims, damages, actions, losses and liabilities including without limitation: loss of profits; direct, indirect, incidental, special, consequential or punitive damages; and any reasonable legal fees, resulting from:
- a) misuse of the Platform, and/or
  - b) Violation of any of the Terms;
  - c) viruses, bugs, software/program malfunctions, errors, failures, delays in computer transmissions or network connections.
- 10.3 If you are dissatisfied with any portion of this site, your sole and exclusive remedy is to discontinue use of the site.

## 11. No Warranties

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- 11.1 You expressly agree that use of the Platform is at your sole risk. You understand and agree that any material and/or information uploaded or downloaded or otherwise obtained, through the use of the platform, is done at your own risk and discretion. You will be solely responsible for any damage to your computer services or loss of data that results from the download of information.
- 11.2 forgood make no warranty that the Platform will meet your requirements or that the website will be available and uninterrupted. forgood does not make any warranties as to the results that may be obtained from the use of the Platform or to the accuracy of the information and the reliability of the information obtained through the Platform. forgood does not warrant that defects on the Platform will be corrected.
- 11.3 The Platform is provided on an "as is" and "as available" basis. forgood disclaims all warranties of any kind, whether express, implied, or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular use or purpose, accuracy, and non-infringement.
- 11.4 forgood makes all reasonable efforts to ensure that all material and information provided in relation to the Platform is correct but cannot represent or guarantee the accuracy thereof. As such, forgood and/or its partners, sponsors, affiliates or agents, make no warranties or representations as to the accuracy of the Platform's content, information, and materials which are provided to you, as is and as available.
- 11.5 Forgood makes no warranty regarding any dealings with or transactions entered into with any other parties (including volunteer opportunities) through the Platform. The entire risk as to satisfactory quality, performance, accuracy, effort and results to be obtained through the use of the Platform is with you. No advice or information, whether oral or written, obtained by you from forgood or through the services shall create any warranty not expressly made herein.

## 12. Links to Other Websites

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- 12.1 Our provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other site or location or its contents. You agree that forgood shall have no control over such website/s, does not review, and cannot be responsible for, these outside sites or their content. You agree that forgood shall have no responsibility or bear no liability in relation to the content of the linked website/s. We encourage you to review the terms of use and privacy policies for any such third party links you visit on the those websites. You may not create a link to the Platform from another website without forgood's prior written consent.
- 12.2 forgood will not be liable for any information, software, or links found at any other website, internet location, or source of information, or for your use of such information.

## 13. Domicilium, Jurisdiction and Arbitration

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- 13.1 The Platform is controlled and operated from the Republic of South Africa and therefore this Agreement shall be governed by and be interpreted in accordance with the laws of the Republic of South Africa.
- 13.2. In the event of any legal dispute or action being brought in connection with this Agreement, it is agreed that the venue of such action shall be Johannesburg, South Africa and each party hereby consents to the jurisdiction of the courts thereof.
- 13.3 Without any restriction on the User/s rights to pursue legal recourse in the forum of the User/s choice, the User/s agree that any dispute regarding this Agreement that cannot be resolved amicably, shall, first be referred to confidential arbitration in terms of the rules of the Arbitration Foundation of South Africa prior to proceeding to Court and such arbitration shall be conducted in English in Johannesburg.
- 13.4 forgood confirms the domicilium citandi et executandi for all purposes associated with the Platform, transactions pertaining to the Platform, including the giving of any notice, the payment of any sum, the serving of any process, as follows:
- forgood Social Network (Pty) Limited
- Dunkeld West Centre, First Floor
- 281 Jan Smuts
- Rosebank
- 13.5 forgood does not receive legal notice or accept the serving of documents attached to legal processes on forgood by electronic mail.

## 14. Severability

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This Agreement shall apply to the fullest extent permissible by law. If any provision of the Agreement is unlawful, void or unenforceable, that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions.

## 15. Information and Website Compliance

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The following table contains further information on forgood and represents the information that must be provided by forgood to you in compliance with Section 43 of the Electronic Communications and Transactions

Act 25 of 2002. You are advised to regularly check this section of the Legal Notice for any amendments or updates.

Full Name	Forgood Social Network (Pty) Limited
Legal Status	Private Company
Registration Details	2011/007392/07
Place of Registration	Johannesburg
Directors	Garth Japhet, Buhle Dlamini
Physical Address	Dunkeld West Centre, Cnr Jan Smuts and Bompas Rosebank JHB
Postal Address	[PO Box 413342 Craighall 2024
Physical Address for receipt of legal documents	Suite 160, 1 <sup>st</sup> floor, Dunkeld West Centre, corner Bompas and Jan Smuts avenue, Craighall
Telephone Number	011 325 2594
E-mail address	contact@forgood.co.za
Website Address	www.forgood.co.za
Membership to self-regulatory and/or accreditation bodies	Not applicable
Description of products and services offered	A platform that charities, companies, non-profit organisations, individuals and groups can use to register on as users, businesses or Causes. The platform can be used to advertise a need and to fulfil the need by receiving a donation from another user/s or allowing user/s to provide time or a specific skill to fulfil such need.
Codes of Conduct applicable to forgood	Not applicable
Terms of Service	Can be accessed and downloaded from the website <a href="http://www.forgood.co.za">www.forgood.co.za</a> .
Privacy Policy	Can be found on the website <a href="http://www.forgood.co.za">www.forgood.co.za</a>