



Click 'n Donate

Make us your #1 crowdfunding choice!

TERMS AND CONDITIONS

Click 'n Donate provides its services to you through its website (the "Website"), subject to the following Terms of Service (as amended from time to time, the "Terms of Service").

1. Definitions:

- 1.1 For purposes of the following Terms of Service, "**Click 'n Donate**", "we," "us," "our," and other similar terms, shall refer to the party with whom you are contracting.
- 1.2 Registered users wishing to contribute funds to the Campaign will be hereinafter referred to as "Donors".
- 1.3 User (a "Campaign Organizer") to post a fundraising campaign ("Campaign") to the Website to accept monetary donations ("Donations"). Requests for donations in kind or the offer of rewards for donations are not permitted.
- 1.4 For purposes hereof, the term "Campaign Organizer" shall also be deemed to include any individual(s) designated as a beneficiary of a Campaign.
- 1.5 The "Payment Processing Fee" is the additional payment processing fee of 15% which is also deducted from each Donation.

2. Changes to Terms and Conditions:

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate the date these terms were last revised. Any such changes will become effective no earlier than FOURTEEN (14) days after they are posted, except that:

- 2.1. changes addressing new functions of the Services or changes made for legal reasons will be effective immediately, and
- 2.2. change's or modifications to the provisions of these Terms of Service governing Dispute Resolution by Binding Arbitration shall be made as specified therein.

Your continued use of the Services after the date any such changes become effective constitutes your acceptance of the new Terms of Service. If you do not wish to accept the new Terms of Service, you may discontinue your use of the Services.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Services from time to time, including, without limitation, the Privacy Policy. All such terms are hereby incorporated by reference into these Terms of Service.

3. Registration of a Campaign:

- 3.1 You can browse **Click 'n Donate** without registering an account.
- 3.2 **Click 'n Donate** does not guarantee that a Campaign will be successful. **Click 'n Donate** expressly disclaim any liability or responsibility for the success of any Campaign or the outcome of any fundraising purpose.
- 3.3 If you choose to contribute to a campaign, you as the donor, must make the determination as to the value and appropriateness of contributing to the Campaign or Campaign Organizer.

4. Access and Use of the Services:

- 4.1 Services Description: The Services are offered as a Website to users of the Services, which may include Campaign Organizers and Donors and other registered users of the Services. Among other features, the Services are designed to allow a user to post a fundraising campaign to the Website to accept monetary donations from those registered users wishing to contribute funds to the Campaign. Please note that there is a fee to set up a Campaign as well as a percentage of each Donation as a payment processing fee. Please see our Fees section for details.
- 4.2 **Charitable Giving:** **Click 'n Donate** is not a charity. As used in this Agreement, the term "Campaign" does not refer to a Charity, and you acknowledge that contributions to Campaigns are not tax deductible.
- 4.3 The Services are an administrative Website only. **Click 'n Donate** facilitates the Donation transaction between Campaign Organizers and Donors, but is not a party to any agreement between a Campaign Organizer and a Donor, or between any user and a Charity. **Click 'n Donate** is not a broker, agent, financial institution, creditor or insurer for any user. **Click 'n Donate** has no control over the conduct of, or any information provided by, a Campaign Organizer or a Charity, and **Click 'n Donate** hereby disclaims all liability in this regard to the fullest extent permitted by law.
- 4.4 **Click 'n Donate** does not guarantee that a Campaign or a Charity will obtain a certain amount of Donations or any Donations at all. We do not personally endorse any Campaign, Campaign Organizer, or Charity, and we make no guarantee, explicit or implied, that any information provided through the Services by a user is accurate. We expressly disclaim any liability or responsibility for the success of any Campaign, or the outcome of any fundraising purpose. You, as a Donor, must make the final determination as to the value and appropriateness of contributing to any Campaign, Campaign Organizer, or Charity.
- 4.5 We do not and cannot verify the information that Campaign Organizers supply, nor do we guarantee that the Donations will be used in accordance with any fundraising purpose prescribed by a Campaign Organizer or Charity. We assume no responsibility to verify whether the Donations are used in accordance with any laws; such responsibility rests solely with the Campaign Organizer or Charity. We take possible fraudulent activity and the misuse of funds raised very seriously. If you have reason to believe that a Campaign Organizer or Charity is not raising or using the funds for their stated purpose, please alert our team of this potential issue and we will investigate.

- 4.6 You, as a Campaign Organizer, represent, warrant, and covenant that
- 4.6.1 all information you provide in connection with a Campaign is accurate, complete, and not otherwise designed to mislead, defraud, or deceive any user;
 - 4.6.2 all Donations contributed to your Campaign will be used solely as described in the materials that you post;
 - 4.6.3 you will comply with your jurisdiction's applicable laws and regulations when you solicit funds, particularly, but not limited to, laws relating to your marketing and solicitation for your project; and
 - 4.6.4 to the extent you share with us any personal data of any third party for any purpose, including the names, email addresses and phone numbers of your personal contacts, you have the authority (including any necessary consents), as required under applicable law, to provide us with such personal data and allow us to use such personal data for the purposes for which you shared it with us. You authorize **Click 'n Donate**, and **Click 'n Donate** reserves the right to, provide information relating to your Campaign with donors and beneficiaries of your Campaign, and with law enforcement or to assist in any investigation.
- 4.7 **Your Registration Obligations:** You will be required to register with **Click 'n Donate** in order to access and use certain features of the Services. You agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Services' registration form. Campaign Organizers must register using their true identities, including their name and any image or video purporting to depict the Campaign Organizer. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 13 years of age, you are not authorized to use the Services, with or without registering. In addition, if you are under the age of majority (18 years of age), you may use the Services only with the approval of your parent or guardian. Certain aspects of our Services may also require you to register with, and agree to the terms of, third-party service providers (e.g., payment processors) in order to utilize such Services.
- 4.8 While we may help facilitate such registration in some cases in connection with payment processors with which **Click 'n Donate** has partnered, we are not a party to any such relationships and disclaim any responsibility or liability for the performance by such third parties. We may exchange information with such third-party services in order to facilitate the provision of Services (and related third party services). Where such information consists of Personal Data (as defined in the Privacy Policy), it will only be shared in accordance with the Privacy Policy.
- 4.9 **Taxes:** It is your responsibility to determine what, if any, taxes apply to the Donations you receive through your use of the Services and to effect payment thereof to the South African Revenue Service.
- 4.10 **Member Account, Password and Security:** You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account (if applicable). You agree to:
- (a) immediately notify **Click 'n Donate** of any unauthorized use of your password and/or account or any other breach of security, and
 - (b) ensure that you sign out from your account at the end of each session when accessing the Services.

- 4.11 **Click ‘n Donate** will not be liable for any loss or damage arising from your failure to comply with this Section.
- 4.12 **Modifications to Services:** **Click ‘n Donate** reserves the right to modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof). We will endeavour to give you notice of any such modification, suspension or discontinuance. You agree that, to the extent permitted by law, **Click ‘n Donate** will not be liable to you for any modification, suspension or discontinuance of the Services in accordance with these Terms of Service.
- 4.13 **General Practices Regarding Use and Storage:** You acknowledge that **Click ‘n Donate** may establish general practices and limits concerning use of the Services, including without limitation the maximum period of time that data or other content will be retained by the Services and the maximum storage space that will be allotted on **Click ‘n Donate** servers on your behalf.
- 4.14 You agree that **Click ‘n Donate** has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Services. You acknowledge that **Click ‘n Donate** reserves the right to terminate accounts or Campaigns that are inactive for an extended period of time, provided that **Click ‘n Donate** will use its commercially reasonable efforts to provide a Campaign Organizer with reasonable notice before terminating an inactive Campaign having a positive balance of Donations.
- 4.15 You further acknowledge that **Click ‘n Donate** reserves the right to change these general practices and limits at any time, in its sole discretion. We will endeavour to give you notice of any such change where required by applicable law.
- 4.16 You further agree that **Click ‘n Donate** may at any time suspend the domain should any viruses or malicious content be uncovered through hacking or security breaches to the website.

5. Conditions of Use:

User Conduct: You are solely responsible for all Campaign descriptions, comments, videos, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or transmit or otherwise use via the Services.

The following are examples of the kind of content and/or use that is illegal or prohibited by **Click ‘n Donate**. However, this list is not exhaustive and **Click ‘n Donate** reserves the right to investigate anyone by engaging public and private organizations, including, but not limited to collection agents, private investigators, and local, state, federal and applicable international agencies, and take appropriate action against anyone who, in **Click ‘n Donate**’s sole discretion, violates any of the terms or spirit of these Terms of Service, including, without limitation, removing the offending content, suspending or terminating the account of such violators, stopping payments to any such Campaign, freezing or placing a hold on donated funds when **Click ‘n Donate** reasonably believes it to be required by law, and reporting you to law enforcement authorities or otherwise taking appropriate legal action. Without limiting the foregoing, **you agree to not use the Services to:**

Establish or contribute to any Campaign with the implicit or express purpose relating to any of the following:

- i. any activity that violates any law or governmental regulation;
- ii. content or campaigns that are fraudulent, misleading, inaccurate, dishonest, impossible or imitating any other person or fundraising campaign (whether on the Website or not);
- iii. illegal drugs, narcotics, steroids, controlled substances or other products that present a risk to consumer safety or any related paraphernalia;
- iv. knives, explosives, ammunition, firearms, or other weaponry or accessories;
- v. annuities, investments, equity or lottery contracts, lay-away systems, off-shore banking or similar transactions, money service businesses (including currency exchanges, check cashing or the like), debt collection or crypto-currencies;
- vi. gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, fantasy sports, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill or chance (whether or not it is legally defined as a lottery) or sweepstakes;
- vii. the promotion of hate, violence, harassment, discrimination, terrorism, or intolerance of any kind relating to race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender or gender identity, or serious disabilities or diseases;
- viii. activities with, in, or involving countries, regions, governments, persons, or entities that are subject to U.S. and other economic sanctions under applicable law, unless such activities are expressly authorized by the appropriate governmental authority;
- ix. ransom, human trafficking or exploitation;
- x. pornography or other sexual content;
- xi. offensive, graphic, perverse or sensitive content;
- xii. the defence or support of anyone alleged to be involved in criminal activity; offering monetary rewards, including gift cards;
- xiii. transactions for the sale of items before the seller has control or possession of the item; collection of payments on behalf of merchants by payment processors or otherwise; or credit repair or debt settlement services.
- xiv. transmit or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; or (vi) in the sole judgment of **Click 'n Donate**, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose **Click 'n Donate** or its users to any harm or liability of any type; or
- xv. interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; or
- xvi. harvest or collect email addresses or other contact information of other users from the Services by electronic or other means.

Donations: In order to contribute to a Campaign or to a Charity, a Donor will be required to provide **Click 'n Donate** information regarding its credit card or other payment instrument. You, as a Donor, represent and warrant to **Click 'n Donate** that such information is true and that you are authorized to use the payment instrument. You agree that all Donation payments are final and will not be refunded unless **Click 'n Donate**, in its sole discretion, agrees to issue a refund.

Fees: Click 'n Donate charges a Campaign Organizer an upfront fee of R369.00 for initiating a Campaign. An additional payment processing fee of 15% is also deducted from each Donation (the "Payment Processing Fee," the "Fees"). Donors acknowledge that by contributing a Donation to a Campaign, the Donor is agreeing to any and all applicable terms and conditions set forth by our payment partners, in addition to these Terms of Service, including PayFast Giving Fund's terms of service and PayPal user policy, T&C's.

Fees are deducted directly from each Donation and deductions will NOT reflect in the amount which a Campaign Organizer can withdraw from the Campaign. We reserve the right to change Click 'n Donate Fees from time to time. If Click 'n Donate does change its Fees, Click 'n Donate will provide advance notice of the change on the Website or in an email to you, at Click 'n Donate's option. Your continued use of the Services after the Fee change becomes effective constitutes your acceptance of the updated Fees. Unless expressly stated otherwise, all Fees referred to in these Terms of Service are exclusive of Value Added Tax.

Account Holds: From time to time, Click 'n Donate may place a hold on a Campaign account (a "Hold"), restricting Withdrawals (defined herein) by a Campaign Organizer. Some of the reasons that we may place a Hold on a Campaign Account include the following:

- i. if we have reason to believe (in our sole discretion) that information provided by a Campaign Organizer is false, misleading, or fraudulent, or that funds are being used in a prohibited manner,
- ii. if the funds available should be provided directly to a person other than the Campaign Organizer (such as a legal beneficiary or person entitled by law to act on behalf of a Campaign Organizer),
- iii. if we have reason to believe that a Campaign or Campaign Organizer has violated these Terms of Service, or (iv) if required in order to comply with a court order, subpoena, writ, injunction, or as otherwise required under applicable laws and regulations.

If you have questions about a Hold we may have placed on your Campaign account, or need information about how to resolve the Hold, please contact us at .

Withdrawing Donations from a Campaign: You, as a Campaign Organizer (or, as applicable, the beneficiary designated by the Campaign), may withdraw Donations to your Campaign at any time up to the full amount of all Donations credited to your Campaign, less Fees and any previously withdrawn amounts ("Withdrawals") and subject to any Holds that we or our payment partners may place on your Campaign account.

While Click 'n Donate strives to make Withdrawals available to you promptly, you acknowledge and agree that Withdrawals may not be available to you for use immediately, and Click 'n Donate does not guarantee that Withdrawals will be available to you within any specific time frame, and Click 'n Donate expressly disclaims any and all responsibility for any delay or inability to access and use Withdrawals at any specified time, and any consequences arising from such delay or inability.

You, as a Campaign Organizer, are responsible for ensuring that the information you provide to Click 'n Donate in order to process a Withdrawal, including your bank account information, is accurate and up to date.

Intellectual Property Rights:

Services Content, Software and Trademarks: You acknowledge and agree that the Services may contain content or features ("Services Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Click 'n Donate, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Services Content, in whole or in part, except that the foregoing does not apply to your own User Content that you legally upload to the Services.

In connection with your use of the Services you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by **Click ‘n Donate** from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Services or the Services Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith are the property of **Click ‘n Donate**, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by **Click ‘n Donate**.

Third-Party Material: Under no circumstances will **Click ‘n Donate** be liable in any way for any content or materials of any third parties (including users and Campaign Organizers), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that **Click ‘n Donate** does not pre-screen content, but that **Click ‘n Donate** and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Services. Without limiting the foregoing, **Click ‘n Donate** and its designees will have the right to remove any content that violates these Terms of Service or is deemed by **Click ‘n Donate**, in its sole discretion, to be otherwise objectionable.

User Content Transmitted Through the Services: With respect to the content, photos, videos, images, trademarks, logos, brands or other materials you upload or post through the Services or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to, or otherwise have all necessary rights and consents to (and to allow others to) fully exploit, such User Content, including, without limitation, as it concerns all copyrights, trademark rights and rights of publicity or privacy related thereto. By uploading any User Content you hereby grant and will grant **Click ‘n Donate** and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-licensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Without limiting the foregoing, if any User Content contains your name, image or likeness, you hereby release and hold harmless **Click ‘n Donate** and its contractors and employees, from

- i. all claims for invasion of privacy, publicity or libel,
- ii. any liability or other claims by virtue of any blurring, distortion, alteration, optical illusion, or other use or exploitation of your name, image or likeness, and
- iii. any liability for claims made by you (or any successor to any claim you might bring) in connection with your User Content, name, image or likeness. You waive any right to inspect or approve any intermediary version(s) or finished version(s) of the results of the use of your User Content (including your name, image or likeness).

Further, if any person (other than you) appears in your User Content, you represent and warrant that you have secured all necessary licenses, waivers and releases from such person(s) for the benefit of **Click ‘n Donate** in a manner fully consistent with the licenses, waivers and releases set forth above. You further acknowledge that your participation in the Services and submission of User Content is voluntary and that you will not receive financial compensation of any type associated with the licenses, waivers, and releases set forth herein (or **Click ‘n Donate’s** exploitation thereof), and that the sole consideration for subject matter of this agreement is the opportunity to use the Services. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services (“Submissions”), provided by you to **Click ‘n Donate** are non-confidential and **Click ‘n Donate** will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that **Click 'n Donate** may preserve content and may also disclose content if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to

- i. comply with legal process, applicable laws or government requests;
- ii. enforce these Terms of Service;
- iii. respond to claims that any content violates the rights of third parties; or
- iv. protect the rights, property, or personal safety of **Click 'n Donate**, its users or the public.

Copyright Complaints: **Click 'n Donate** respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify **Click 'n Donate** of your infringement claim in accordance with the procedure set forth below.

Click 'n Donate will process and investigate notices of alleged infringement and will take appropriate actions under applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to **Click 'n Donate's** Copyright Agent (Subject line: "Intellectual Property Takedown Request"). You may also contact us by mail info@clickndonate.com or call +27 (0)67 285 2015 or to our facsimile +27 (0)86 594 1039 (also see our Contact Us page www.clickndonate.com/contact-us/)

6. Third Party Websites/Services:

The Services may provide or facilitate, or third parties may provide, links or other access to other sites, services and resources on the Internet. **Click 'n Donate** has no control over such sites, services and resources and **Click 'n Donate** is not responsible for and does not endorse such sites, services and resources. You further acknowledge and agree that **Click 'n Donate** will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site, service or resource. Any dealings you have with third parties found while using the Services are between you and the third party, and you agree that **Click 'n Donate** is not liable for any loss or claim that you may have against any such third party.

7. Indemnity and Release:

You agree to release, indemnify on demand and hold **Click 'n Donate** and its affiliates and their officers, employees, directors and agents harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, costs, awards, fines, damages, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, any Donation or Campaign, any User Content, your connection to the Services, your violation of these Terms of Service or your violation of any rights of another.

8. Disclaimer of Warranties:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. **CLICK 'N DONATE** AND ITS AFFILIATES EXPRESSLY DISCLAIM AND EXCLUDE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

CLICK 'N DONATE AND ITS AFFILIATES MAKE NO WARRANTY OR CONDITION THAT

- i. THE SERVICE WILL MEET YOUR REQUIREMENTS,

- ii. THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,
- iii. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR
- iv. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

9. Limitation of Liability:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER **CLICK 'N DONATE** NOR ITS AFFILIATES WILL BE LIABLE FOR ANY

(A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES,

(B) DAMAGES FOR LOSS OF PROFITS,

(C) DAMAGES FOR LOSS OF GOODWILL,

(D) DAMAGES FOR LOSS OF USE,

(E) LOSS OR CORRUPTION OF DATA, OR

(F) OTHER INTANGIBLE LOSSES (EVEN IF **CLICK 'N DONATE** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM

(I) THE USE OR THE INABILITY TO USE THE SERVICE;

(II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE;

(III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;

(I) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE;

(II) ANY HACKING OR ANY SECURITY BREACHES; OR

(III) ANY OTHER MATTER RELATING TO THE SERVICE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL **CLICK 'N DONATE** 'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES (INCLUDING CONTRACT, NEGLIGENCE, STATUTORY LIABILITY OR OTHERWISE) OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID **CLICK 'N DONATE** IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE THOUSAND RAND (R1 000.00).

Dispute Resolution and Governing Law:

In the event that you have any complaints or believe that we have caused you any loss or harm, please contact us first before resorting to legal action.

In the unfortunate situation where legal action does arise, these Terms will be governed by and construed in accordance with the laws of South Africa, and you consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town in any dispute arising from or in connection with these terms.

10. Termination:

- 10.1 You agree that **Click 'n Donate**, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Services and remove and discard any content within the Services under reasonable circumstances, including, without limitation, for lack of use or if **Click 'n Donate** believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service.
- 10.2 You agree that any termination of your access to the Services under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that **Click 'n Donate** 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 the Services where such deactivation or deletion is permitted under these Terms of Service. Further, you agree that **Click 'n Donate** will not be liable to you or any third party for any termination of your access to the Services.

11. User Disputes:

You agree that you are solely responsible for your interactions with any other user in connection with the Services and **Click 'n Donate** will have no liability or responsibility with respect thereto. **Click 'n Donate** reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Services.

12. General:

These Terms of Service constitute the entire agreement between you and **Click 'n Donate** and govern your use of the Services, superseding any prior agreements between you and **Click 'n Donate** with respect to the Services. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software.

The failure of **Click 'n Donate** to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be (or are otherwise) invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of **Click 'n Donate**, but **Click 'n Donate** may assign or transfer these Terms of Service, in whole or in part, without restriction. If we fail to enforce any of our rights, that does not result in a waiver of that right. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Services may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Website.