WEBSITE TERMS OF USE

GBVF Response Fund1

GBVF Response Fund1 NPC (registration number: 2021/[359277]/08) (“GBVF FUND“, “we“, “us” or “our“) own and operate the GBVF Response Fund1 Platforms (“our Platforms”). When we refer to our Platforms we mean our website and social media platforms.

These Terms of Use should be read together with our Privacy Policy and apply to any user (“you“) that accesses and/or uses our Platforms.

1. ACCEPTANCE OF THESE TERMS OF USE

1.1. These Terms of Use, including our Privacy Policy and all other polices that may be posted on our Platforms set out the terms on which we offer you access to use our Platforms. All of our policies are incorporated into these Terms of Use. Your agree to comply with all of our policies and in particular these Terms of Use when you access and use our Platforms.

1.2. It is your responsibility to familiarise yourself with these Terms of Use and to check them regularly for any updates.

1.3. By accessing our Platforms and by making a donation, you agree to all the terms set out in these Terms of Use, which are designed to make sure that our Platforms are useful to everyone. Should you not agree to these Terms of Use, or any of our updates or changes thereto as dealt with below, you should not access or use our Platforms.

1.4. You confirm that you are 18 years or older, or that you have been duly assisted to consent to these terms.

2. DONATION

2.1. We will use your donation at our discretion but within our stated charitable objectives.

2.2. All payments through our Platforms are made using third-party payment service providers. Once you confirm that you wish to proceed with your donation your transaction will be processed through our payment service providers.

2.3. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any donation; and that (ii) the information you supply to us is true, correct and complete.

2.4. By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of your donation.

2.5. We reserve the right to refuse or cancel donation if fraud or an unauthorized or illegal transaction is suspected.

2.6. The GBVF Response Fund1 NPC is in the process of applying for approval as a Public Benefit Organisation ("PBO") in terms of section 30 of the Income Tax Act, 58 of 1962, as amended ("Act") and for the purposes of section 18A of that Act.

3. FEES

Please note that the donation may be subject to fees charged by the payment service provider.

4. PROTECTING OUR PLATFORMS

4.1. We work to keep our Platforms working properly and the community safe. Please report problems, offensive content and policy breaches to us at the following email address: info@gbvfresponsefund1.org

4.2. Without limiting other remedies which might be available to us, we may issue warnings, limit or terminate our service, remove hosted content and take technical and legal steps to keep users off our Platforms if we think that they are creating problems or acting inconsistently with the letter or spirit of our policies. However, whether we decide to take any of these steps is our decision and we do not accept any liability for monitoring our Platforms or for unauthorised or unlawful content on our Platforms or use of our Platforms by users.

4.3. You also recognise and accept that we are not under any obligation to monitor any data or content which is submitted to or available on our Platforms.

5. CONTENT ON OUR PLATFORMS

5.1. Any content that you transmit or post to publicly accessible areas on our Platforms shall be considered non-confidential and non-proprietary. You authorise us to use and publish any content transmitted or posted to our Platforms. To the full extent permitted by applicable law, we shall have no obligations to you or any third party with respect to such content.

5.2. We reserve the right not to display, remove or block your content for any reason including as is in our opinion appropriate or as required by applicable laws and regulations.

5.3. The Platforms are protected by copyright, trademark and intellectual property laws. Content displayed on the Platforms are the property of either the GBVF Response Fund1 or other third parties. You agree not to copy, distribute or modify content from our Platforms without our express written consent. You may not disassemble or decompile, reverse engineer or otherwise attempt to discover any source code contained in our Platforms. Without limiting the foregoing, you agree not to reproduce, copy, sell, resell, or exploit for any purposes any aspect of our Platforms.

5.4. Our Platform contains links to third party websites which contain third party content and opinions. Any content is for information purposes only and should not be construed as legal or health advice. We do not take any responsibility for any of the content of those websites.

6. LIABILITY

6.1. We do not act as a supplier as contemplated in the Consumer Protection Act, 2008, or otherwise, and we are not the party selling or marketing the goods or services.

6.2. As explained above, we do not actively monitor data or content. We are not involved in the actual transactions which may subsequently be entered into as a result of viewing or following any link on our Platforms.

6.3. We do not guarantee or give any warranty or make any representation as to the accuracy and content of postings or user communications or the quality, safety, or legality of what's offered, or with regard to the legal capacity of the users that may conduct or complete any transaction.

6.4. In no event do we accept liability of any description for the posting of any unlawful, threatening, abusive, defamatory, obscene or indecent information, or material of any kind which violates or infringes upon the rights of any other person, including without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law.

6.5. Our Platforms contains links to third-party websites for (i) the processing of donations and (ii) general information purposes. These websites and services are beyond the control of the GBVF Response Fund1. We are not involved in transactions between the users and the operators of such third-party sites. The GBVF Response Fund1 does not accept responsibility for their content, services and/or products.

6.6. We cannot guarantee continuous, error-free or secure access to our services or that defects in the service will be corrected.

6.7. While we will use reasonable efforts to maintain an uninterrupted service, we cannot guarantee this and we do not give any promises or warranties (whether express or implied) about the availability of our Platforms.

6.8. Accordingly, to the extent legally permitted we expressly disclaim all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute. We are not liable for any loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of our Platforms or our services generally, even if you advise us or we could reasonably foresee the possibility of any such damage occurring.

6.9. Nothing in these terms shall limit our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees.

7. SECURITY

In order to ensure the security and reliable operation of the application for all users, we reserve the right at our discretion to take whatever action we find necessary to preserve the security, integrity and reliability of our network and back-office applications. Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act, 2002 (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by the GBVF Response Fund1 and its affiliates, agents and/or partners.

8. GENERAL

8.1. These terms and the other policies posted on our Platforms constitute the entire agreement between the GBVF Response Fund1 and you in relation to your access and use of our Platforms.

8.2. This agreement shall be governed by the laws of the Republic of South Africa. You agree that any claim or dispute you may have against us must be resolved by in the courts of the Republic of South Africa.

8.3. If we don’t enforce any particular provision, we are not waiving our right to do so later. If a court strikes down any of these terms, the remaining terms will survive.

8.4. We may update these Terms of Use at any time and in our sole discretion. Any such change will be effective from the date of being posted on our Platforms.

8.5. The minimum requirements for utilising the Platform is Internet Explorer 10 and any update or upgrade to Internet Explorer 10.