

1) Terms of website use

- a) These terms of use (“**Terms of Use**”), together with the documents referred to herein, makes provision for the terms and conditions applicable when making use of our website <https://badisa.org.za/> and/ or any social network website we make available to you (“**our website(s)**”).
- b) Please read these Terms of Use carefully before making use of our website. We recommend that you print a copy of these Terms of Use for future reference.
- c) These Terms of Use also refer to our Privacy Policy, which sets out the terms on which we process any Personal Information we collect from you, or that you provide to us, which also apply to your use of our website.
- d) If you do not agree to these Terms of Use or any of our policies, we advise that you refrain from making use of our website(s).

Please pay specific attention to the BOLD paragraphs of the Terms of Use. These paragraphs limit the risk or liability of BADISA, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify BADISA and is an acknowledgement of any fact by you.

2) Information about us

Our website is owned and operated by Badisa NPO (011-891), Badisa PBO (930006348) and Children Foundation NPC (“Badisa”, “we”, “us”, “our”).

Registered address is: Marturia Centre, 11 Pastorie Street, Bellville, Western Cape, 7535 (“Premises”).

Contact details: [CONTACT US](#) (click on link).

Tel: +27 (21) 957 7130

Email: info@badisa.org.za

3) Changes to these terms

- a) We may change these Terms of Use, or any other term as referred to under these Terms of Use at any time. The amendments will be applicable when published on our website.
- b) Please check the Terms of Use from time to time to take notice of any changes made, as they are binding on you.

4) Changes to our website

- a) We may update our website from time to time, and may change the content at any time.
- b) We may stop publishing our site at any time without notice and will not be responsible for any consequences.
- c) The content on our website is provided for general information purposes only and the content may be out of date at any given time. Although we make reasonable efforts to update the information on our site, **we make no representations, warranties or guarantees, whether express or implied**, that the content on our site is accurate, complete, free from errors or omissions or up-to-date.

5) Accessing our website

- (a) **General Access** to our website is made available free of charge.
- (b) **Board member or employee access:** Access to the board member and employees portal are free, however subject to our portal terms and conditions.
- (c) **Donations:** You may make use of the donation functionality on our website, however take note that processing of your financial details and other Personal Information are subject to our payment gateway provider terms and conditions (PayFast). See clause 12) for further details.
- (d) We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis.
- (e) We may suspend, withdraw, discontinue or change all or any part of our website (including, but not limited to, the services available) without notice to you. We will not be liable to you if, for any reason, our website is unavailable at any time or for any period.
- (f) **You are responsible for making all arrangements necessary for you to have access to our website**, including, but not limited to, mobile data and the costs associated with it. We do not guarantee that our website, or any portion thereof, will function on any particular hardware or devices. In addition, use of our website may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.
- (g) You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.
- (h) **Our website is directed to people residing in the Republic of South Africa.** We do not represent that content available on or through our site is applicable in other locations. We may limit the availability of our website, or any service described on our website, to any person or geographic at any time. If you choose to access our website from outside the Republic of South Africa, you do so at your own risk and note that we will only process your Personal Information as per our local laws.

6) Rights granted to you

- a) Subject to these Terms of Use, we grant you a limited, non-exclusive, non-transferrable and revocable, license to access and use our website and content at any time, solely for your personal, non-commercial use on any device of which you are the primary user.
- b) Any rights not expressly granted herein are reserved by us.

7) Prohibited uses

You may not use our website or Content:

- a) in any way that breaches any applicable local, national or international law or regulation;
- b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect (including but not limiting to harassment of third party service providers);
- c) in any way that encourages any illegal activity, including, but not limited to, promoting or facilitating access to, use of and/ or sale of illegal substances, services, information and/ or devices;
- d) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (for example: Spam);
- e) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware into our website, or the content used by us or any other users of our website;
- f) to access or attempt to access, without authority, interfere with, damage or disrupt any data or part of our website or the equipment or network on which the website is stored; or
- g) in any way to facilitate or assist any third party to do any of the above.

You may further not:

- h) remove any copyright, trademark or other proprietary notices from any portion of our website or from the services available;
- i) reproduce, copy (direct or in-direct), modify, adapt, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our website or the services (or any part thereof);
- j) decompile, reverse engineer or disassemble our website or the services, except as may be permitted by applicable law;
- k) cause or launch any programs or scripts for the purpose of scraping, mirroring, indexing, surveying, or otherwise data mining any portion of our website or unduly burdening or hindering the operation and/ or functionality of any aspect of our website;
- l) frame our website or any part thereof;
- m) access or use our website or the content through automated means, including through the use of robots, spiders, or offline readers (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of our website or the content and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorised content);
- n) transmit content that the user does not own or does not have the right to publish or distribute; or
- o) attempt to gain unauthorized access to or impair any aspect of our website or its related systems or networks.

E-mail addresses, names, telephone numbers, physical addresses and/ or fax numbers published on our website may not be incorporated into any database used for commercial purposes or electronic marketing or similar purposes. The presentation of such details is no "opt-in"/ permission from us to utilise same.

8) Intellectual property rights

- a) We are the owner and/ or rightful licensee of all intellectual property rights (including but not limited to, concepts, know-how, data processing techniques, copyrights, patents, designs (including the website look and feel and lay out and photos), inventions, trademarks, tables and compilations of data which are created, invented and/ or developed, registered or unregistered) in our website and Content and any subsequent Services.
- b) Unless specifically stated in these Terms of Use, your use of this website grants no rights to you in relation to our intellectual property rights (or the intellectual property rights of third parties) as they appear on the website.
- c) You may copy, and may download extracts, of any page(s) from our website for your personal use and to determine whether you wish to use our services or any other services advertised on our website. You may draw the attention of others to content posted on our website or by sharing same via social networks or other means available. Any other use, distribution or reproduction of our content is prohibited unless expressly authorised in these Terms of Use or by law.
- d) You must not modify the copies of any materials you have printed off or downloaded from our website in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or claim that it is yours. Our status as the authors of content on our website must always be acknowledged.
- e) Neither these Terms of Use nor your use of our website or services convey or grant to you any rights:
 - i) in or related to our website except for the limited license granted under clause 6) above; or

- ii) to use or reference in any manner our business names, service names, logos, trademarks, designs or services marks or those of our licensors (registered or un-registered).

9) Limitation of our liability

- a) **WE PROVIDE OUR WEBSITE TO YOU ON AN “AS-IS” AND ON AN “AS-AVAILABLE” BASIS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO OUR WEBSITE OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED. IN ADDITION, WE MAKE NO REPRESENTATION, GUARANTEE OR WARRANTY REGARDING THE TIMELINES, QUALITY, RELIABILITY, SUITABILITY, ACCURACY, CORRECTNESS OR AVAILABILITY OF OUR WEBSITE OR ANY OF OUR SERVICES OR ACTIVITIES OR OTHER INFORMATION, OR THAT PROVIDED BY ANOTHER USER, THROUGH THE USE OF OUR WEBSITE, OR THAT THE USE OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT IT IS WITHIN YOUR SOLE DISCRETION TO USE OUR WEBSITE AND THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR WEBSITE REMAINS SOLELY WITH YOU.**
- b) **WE, OUR MEMBERS, AFFILIATES, PARTNERS, EMPLOYEES, AGENTS, AUTHORISED SUB-CONTRACTORS AND/OR CONTRIBUTORS (WHERE APPLICABLE) SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR HOWSOEVER CAUSED ARISING FROM INFORMATION MADE AVAILABLE ON (OR BY MEANS OF) OUR WEBSITE, OTHER USERS THEREON, OR THE ACCESS OR USE OF OUR WEBSITE OR THE OF ANY OF OUR OR ANY THIRD PARTY SERVICES.**
- c) **YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US AND OUR MEMBERS, AFFILIATES, EMPLOYEES, AGENTS AND CONTRIBUTORS HARMLESS IMMEDIATELY ON DEMAND, FROM ANY AND ALL CLAIMS, LOSSES, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES ARISING OUT OF ANY BREACH OF THESE TERMS OF USE BY YOU, OR ANY OTHER LIABILITIES ARISING OUT OF YOUR USE OF THIS WEBSITE OR ANY OTHER PERSON ACCESSING THE WEBSITE USING YOUR PERSONAL INFOPOMATION.**
- d) **WE WILL NOT BE LIABLE TO YOU FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF OUR SERVICES TO YOU IF AND TO THE EXTENT THAT SUCH DEFAULT OR DELAY IS CAUSED BY ANY ACT OF GOD, OPERATION OF LAW, WAR OR CIVIL DISTURBANCE, LABOUR UNREST, COURT ORDER, OR ANY OTHER CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL, INCLUDING FLUCTUATIONS IN COMMUNICATIONS OR UTILITY SERVICES (“FORCE MAJEURE”) AND PROVIDED WE ARE OBVIOUSLY WITHOUT FAULT IN CAUSING SUCH DEFAULT OR DELAY, AND SUCH DEFAULT OR DELAY COULD NOT HAVE BEEN PREVENTED BY THE US THROUGH THE USE OF ALTERNATIVE SOURCES, WORKAROUND PLANS OR OTHER MEANS.**
- e) **DIFFERENT LIMITATIONS AND EXCLUSIONS OF LIABILITY MAY APPLY TO LIABILITY ARISING AS A RESULT OF THE SUPPLY OF SERVICES BY US TO YOU, WHICH WILL BE SET OUT IN OUR SERVICE SPECIFIC TERMS AND CONDITIONS.**

10) Security

- a) Although we are not obliged to provide security on our website, we feel it is important that your information, or any communication between us, is dealt with in the most secure manner reasonably possible. We take reasonable security measures to ensure the safety and integrity of our website and to exclude viruses, unlawful monitoring and/ or access to our website. However, because of the nature of the internet, we cannot guarantee that your communications with us via our website are completely secure at all times.
- b) To provide adequate security to all our users, and to monitor activities prohibited under section 86 of the [ECT Act](#), you hereby agree to our right to intercept, monitor, block, read, delete or access all data sent to the website or any of our other communication facilities, for example, email, instant messaging or fax-to-email applications, subject to the conditions as set out under the [RIC Act](#).
- c) It is our policy to virus check documents and files before they are uploaded to our website. However, we cannot guarantee that documents or files downloaded from our website will be free from viruses and we do not accept any responsibility for any damage or loss caused by any such virus. **Accordingly, for your own protection, you must use virus-checking software when using this website.** Further, you agree not to upload or provide, via our website, any document or file that may contain a virus. You are required to virus check any document or file which you intend to upload or provide to our website.

11) Linking to our website

- a) You may link to our website from your website or other social media page, but only to our [Homepage](#) or page of your service provider, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it or breach any provision of these Terms of Use.
- b) You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists, or provide a link to our website in any website that is not owned by you.
- c) We reserve the right to withdraw linking permission without notice to you.

12) Content and links in our website

- a) Where our website contains links to other websites and resources provided by third parties, these links are provided for your convenience and information only. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party content. Unless otherwise stated under these Terms of Use, we do not endorse such third party content and in no event shall we be responsible or liable for any information, material, products or services of such third-party providers. Any such links do not imply any endorsement, agreement on or support of the content or products or services of such targeted sites.
- b) Your access and use of the other websites remain solely at your own risk and on the terms set by the relevant third party.

c) Donations (via Payfast):-

- i) Transactions via the Payfast website (subsequent to clicking on the link) will be acquired for our benefit via PayFast (Pty) Ltd ("PayFast") who is an approved payment gateway at all South African Acquiring Banks.
 - ii) PayFast allows for payment methods as presented on their website.
 - iii) PayFast is PCI-DSS Level 1 Compliant;
 - iv) PayFast uses the strictest form of encryption, namely Extended Validation SSL (Secure Socket Layer) with 2048-bit encryption and 3D Secure and various other technological measures.
 - v) No financial details are stored on our database. Users may go to <http://www.payfast.co.za> to view their security certificate and security policy.
 - vi) We will store your details separately from your financial which are entered by you on PayFast's secure website. For more detail on PayFast refer to <http://www.payfast.co.za>;
 - vii) The merchant outlet country at the time of presenting payment options to the cardholder is the Republic of South Africa. Therefore, the transaction currency is South African Rand (ZAR).
- d) Social networks: You agree that when accessing, using and/ or posting or uploading any content or materials of any kind to our social network pages (including but not limited to Twitter, Facebook, LinkedIn, Instagram, YouTube or any other facility made available by us from time to time). You will:
- e) not use the social network page's communication facility in any improper or unlawful manner or in breach of any legislation or licence that applies to you;
 - f) not harass others or disclose personal information about others that could amount to harassment;
 - g) not submit publish, post, upload, store, distribute or disseminate any defamatory, infringing, offensive, obscene, indecent, harmful, confidential, hateful, threatening or otherwise illegal or objectionable material or information;
 - h) not submit, post or upload files that contain software or other material the intellectual property rights in which are owned by any third party, or which are protected by rights of privacy or publicity of any third party without having received all necessary consents;
 - i) not upload files that contain viruses, corrupted files, or any other software or programs that may interfere with or damage the operation of the social network page or any other computer;
 - j) not impersonate any person or entity, or falsely state or otherwise misrepresent yourself in any way;
 - k) not promote any activity that is illegal;
 - l) not use software to harvest information from the social media network page;
 - m) not submit any material which is prohibited by any applicable data protection or privacy legislation;
 - n) only upload or submit material to the social network page which either your own or which you have the permission of the owner of that material to submit; or
 - o) not otherwise submit, post or upload any content or materials or otherwise do anything in breach of the social media networks' terms of use.
 - p) abide to the particular social network's Community Standards (Facebook), Rules and Policies (Twitter), Community Guidelines (Instagram) or any other similar rules and guidelines made available by the particular social network. You agree that You shall be solely responsible for all content, information or materials of whatever nature or medium that you submit, post, upload, publish or display on or through the social media network page or transmit to or share with other users ("User Content") and you warrant and undertake that you own the intellectual property rights in and to all User Content or that you are otherwise entitled to submit the same to the page. You acknowledge and agree that we may, but are not obligated to, monitor the content (including the User Content) on the social media network page(s) and may delete or remove from the said page immediately without notice any User Content or any other content of whatever nature, for any or no reason, including without limitation, if such content in our absolute discretion is in breach of any of the rules or guidelines made available or in breach of these Terms of Use.

Social media is not a medium for conflict resolution or lodging complaints. Complaints should be sent by using our [Contact Us](#)-page.

13) Breach, suspension and termination

- a) Kindly take note that it is within our discretion to determine whether there has been a breach of these Terms of Use through your use of our website. When a breach occurs, we may take such action as we deem appropriate.
- b) We specifically exclude any liability for our actions taken in response to a breach of these Terms of Use.
- c) All costs, charges and expenses of whatsoever nature which may be incurred by us in enforcing our rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.
- d) The obligations and liabilities of users incurred prior to the termination date of these Terms of Use and/ or use of the services shall survive the termination of these Terms for all purposes.
- e) No relaxation or indulgence, by either one of us to the other, shall constitute a waiver of the rights of that person and shall not preclude that person from exercising any rights which may have arisen in the past, or which may arise in future.
- f) Any provision under these Terms of Use, which contemplates performance or observance subsequent to any termination, or expiration of these Terms of Use shall survive any termination or expiration of these Terms of Use and continue in full force and effect.

14) Applicable law and jurisdiction

Please note that these Terms of Use, its subject matter and its formation, are governed by the laws of the Republic of South Africa. The parties further agree to the exclusive jurisdiction of the Western Cape High Court of South Africa (Cape Town), which shall have exclusive jurisdiction over any dispute that may arise from these Terms and Conditions.

15) Electronic communication and contact

- a) Any Data Messages sent by us to you shall be deemed to have been sent from the Premises (see clause 2) above).
- b) A Data Message is deemed to be **sent**:
 - i) **By us**, at the time shown on such message, or if not so shown, at the time shown on our information system; and
 - ii) **By you**, at the time when we confirm receipt thereof.
- c) A Data Message is deemed to be received:
 - i) **By us**, only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement does not give legal effect to that message, unless specifically indicated by us that it does; and
 - ii) **By you**, once it enters your information system.
- d) As provided for in terms of section 11(3) of the [ECT Act](#), all information incorporated by the use of hyperlinks and/ or other methods of reference shall form part of these Terms of Use.
- e) **Attribution of Data Messages** - You agree and warrant that any Data Message sent, from any computer or device that is owned by you or programmed by you, to us was sent by you.
- f) **Expression of Intent – use of our website**: For purposes of electronic communications between you and us, no electronic signature is required. The mere browsing of our website demonstrates your intent to be a party to this Terms of Use.

16) Contact us

- a) Website functionality or any other recommendations: Send us an email at info@badisa.org.za or use the communication facility on our website: [Contact Us](#) (click on link).
- b) **Questions or queries about our social services programmes, adoption and pregnancy services (Magdalena Home), child and youth care centres, early childhood development day care centres, volunteer/ champion programmes, donation facility or related services/ activities**: Contact us by way of our [Contact Us](#)-page.
- c) **Complaints**: We kindly request that you contact us first should you have any complaints or any other issues. It is important to us that you are satisfied with your enquiry. You may use the contact information as per our [Contact Us](#)-page. Please ask for a reference number when you contact us to lodge a complaint. We will of course reply to your complaint as soon as practically possible, but wish to note that we stand under no legal obligation to resolve such complain.
- d) Legal Documentation or Notices (hopefully this will never be required):
 - i) Physical address: Clause 2) above;
 - ii) Legal enquiry: please use our [Contact Us](#)-page. If you have a legal enquiry, we will use the email address supplied by you on our communication facility to respond to your legal question (subject: "**LEGAL**");
- e) If we are required to send you any legal documents or notices you agree that we can send it via electronic mail to your email address, or by written communication by way of registered post to your address or if delivery to the aforesaid addresses is not successful, then such contact details we may find about you on the Internet.
- f) Any notice to you, or us, which is:
 - i) sent by prepaid registered post in a correctly addressed envelope to the address specified for it under clause 2) above, shall be deemed to have been received, unless the contrary is proven, within 10 (ten) days from the date on which it was sent;
 - ii) delivered by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or
 - iii) sent by a Data Message to the addressee shall be deemed to be received as per clause 15) above.
- g) Notwithstanding anything to the contrary herein, a written notice actually received by you or us, including a notice sent by email, shall be an adequate notice to it notwithstanding that it was not sent or delivered to the chosen address.

17) Definitions

- a) **Content** means any information, content, images, video, audio, data, works of authorship, materials, software or technology which may be displayed on, incorporated into, underlying, or used to operate our website.
- b) **Data Message** shall have the same meaning attributed to it in terms of the ECT Act.
- c) **ECT Act** means the Electronic Communications and Transactions Act, Act 25 of 2002.
- d) **Personal Information** shall have the same meaning attributed to it in terms of the POPI Act.
- e) **POPI Act** means the Protection of Personal Information Act, Act 4 of 2013.
- f) **RIC Act** means the Regulation of Interception of Communication and Provision of Communication- Related Information Act, Act 70 of 2002.
- g) **Services** means the services as reflected on our website and promoted via other sites of ours (if any).
- h) **Users** mean users of our website (including you!).