



SEMELA FOUNDATION TERMS AND CONDITIONS

Acknowledgment

These are the Terms and Conditions (“**Terms**”) governing the use of www.semela.org (“**Website**”) and the agreement that operates between you and the Semela Foundation (“**the Semela Foundation**”). These Terms set out and regulate the rights and obligations of all users regarding the use of the Website.

By accessing or using the Website you agree to be bound by these Terms and the privacy policy of the Semela Foundation (“**the Privacy Policy**”), which shall take effect from your first use of the Website. The Privacy Policy describes the policies and procedures on the collection, use and disclosure of your personal information when you use the Website and informs you about your privacy rights and how they are protected. Users are deemed to have familiarised themselves with the Privacy policy, which can be found on the Website.

Your access to and use of the Website’s payment platform shall be construed as additional and further acceptance of these Terms. Although the general information on the Website is suitable for users of any age, you must be over 18 years of age to use it and the payment methods on the Website.

Nature of the Website

The Website provides an online platform to make charitable donations online to support early childhood development projects in South Africa, with a focus on the Western Cape. The Website provides detailed information about the Semela Foundation, and the projects and/or organisations which the Semela Foundation is partnered with.

Please note that by use of the payment platform on the Website, you are deemed to be capable of forming legally binding contracts under applicable law.

Links to Other Websites

The Website may contain links to third-party websites that are not owned or controlled by the Semela Foundation.

The Semela Foundation has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. You further acknowledge and agree that the Semela



Foundation shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites.

You are advised to read the terms and conditions and privacy policies of any third-party websites that you visit.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of the Semela Foundation and any of its affiliates under any provision of the Terms and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you through the Website.

To the maximum extent permitted by applicable law, in no event shall the Semela Foundation or its affiliates be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Website, third-party software and/or third-party hardware used with the Website, or otherwise in connection with any provision of the Terms), even if the Semela Foundation has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

The Semela Foundation shall not be liable for any losses arising from fraudulent or unauthorised use of your credit or debit card or other forms of payment. If you become aware of fraudulent use of your card, or if it is lost or stolen, you should notify your card issuer.

Disclaimer

The Website is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Semela Foundation, on its own behalf and on behalf of its affiliates and its and their respective licensors and Website providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Website, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Semela Foundation provides no warranty or undertaking, and makes no representation of any kind that the Website will meet your requirements, achieve any intended results, be compatible or work with any other software,



applications, systems or websites, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Semela Foundation nor any of the Semela Foundation's service providers make any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Website, or the information, content, and materials or products included thereon; (ii) that the Website will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Website; or (iv) that the Website, its servers, the content, or emails sent from or on behalf of the Semela Foundation are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

The exclusion of these warranties or limitations are subject according to statutory rights of the user and as such the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Online Marketing, Donations and Refunds

The Semela Foundation does not actively target fundraising initiatives to minors and will aim to ensure that no minors are contacted with online marketing material.

If you make a donation *via* the Website, your donations are made to the Semela Foundation in their entirety and for the Semela Foundation to distribute to your chosen project and/or cause (subject to the Semela Foundation's right to distribute such donations to other projects in the event that the Semela Foundation cannot obtain instructions from you).

Should you require a refund, please contact the Semela Foundation. Refunds are at the sole discretion of the Semela Foundation. Payment methods are limited to the methods available on the Website.

You undertake that all details you provide to the Semela Foundation for the purpose of donating on the Website will be correct, that the payment details, or any details pertaining to an electronic payment method available on the Website which you use is your own and that there are sufficient funds or credit facilities to cover any donation you make. The Semela Foundation reserves the right to obtain validation of your credit or cheque card details or verification of the authenticity and ownership of these payment methods before taking any steps to process your donation.

The Semela Foundation does not provide accounting, tax or financial advice and you should not rely on any information given on the Website to determine the accounting, tax or financial consequences of making a donation.



Intellectual Property

The contents of the Website are protected by international copyright laws and other intellectual property rights. The Semela Foundation, its affiliates, and other third party licensors are the owners of these rights. All company names and logos mentioned on the Website are the trademarks, service marks or trading names of their respective owners.

You may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from the Website including but not limited to text, graphics, video, messages, code and/or software without the prior written consent, for any other purpose except where expressly permitted to do so. You also agree not to adapt, alter or create a derivative work from any of the Website's content except for non-commercial, personal or educational use.

Governing Law

The laws of the Republic of South Africa, excluding its conflicts of law rules, shall govern the Terms and your use of the Website. Your use of the Website may also be subject to other local, state, national, or international laws.

Termination

The Semela Foundation may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, without limitation if you breach these Terms. Upon termination, your right to use the Website will cease immediately.

Changes to These Terms and Conditions

The Semela Foundation reserves the right, to modify or replace the Terms from time to time. If a revision is material, the Semela Foundation will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the Semela Foundation's sole discretion.

By continuing to access or use the Website after those revisions become effective, you agree to be bound by the revised terms.