

DoNation Online Terms and Conditions

(Last updated 05 October 2022)

These DoNation Online Terms and Conditions are a contract between you and Silvertree Foundation with registration number 2021/793889/08. Our registered address is 125 Buitengracht Street, Cape Town. These DoNation Online Terms and Conditions apply when you use the DoNation website (located at www.thedonation.org.za) and when you use of any of DoNation's services either as a donor or as a partner public benefit organisation.

By using the DoNation website and service you confirm that you accept these Online Terms and Conditions. If you do not agree to these Online Terms and Conditions, you must not use the DoNation website or service.

The content on the DoNation website, and the services offered, may change from time to time. No notice of any changes will be given to you. Silvertree Foundation may also interrupt the operation of the DoNation website, or any part of the website, to perform routine or non-routine maintenance, to correct any errors, or make other changes.

Our legal obligations and limits on our liability

Silvertree Foundation does not represent that the DoNation website or any content, service or feature of the website will be error free, or that it will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality. **Silvertree Foundation does not give any warranty, express or implied, in relation to the operation of the DoNation website or service.**

Neither the DoNation website, nor any advice, statement, idea, opinion, or any other information provided to you by us is intended to be a substitute for professional financial, tax or legal advice. Never disregard professional advice or delay in seeking it because of something you read on the DoNation website or because of other information we may provide to you. **You accept and agree that your reliance on any information contained on the DoNation website or otherwise provided to you by us is entirely at your own risk.**

We are not responsible for losses and damages that you might suffer which are:

- not caused by our breach of these Online Terms and Conditions;
- a side effect of the main loss or damage and which is not reasonably foreseeable by you and us when you begin to use the DoNation website or service (for example loss of profits or loss of opportunity);
- a result of our failure to provide the DoNation website or service;
- a result of your user name and password being used by someone else or any unauthorised access to your personal information (unless this is due to our negligence); or
- caused by a distributed denial-of-service attack, virus or other technologically harmful material that may affect your computer equipment, programs, data or other material due to your use of the DoNation website (including your downloading any content from the DoNation website or any website linked to it).

You are encouraged to report any performance failures or errors to info@thedonation.org.za. These Online Terms and Conditions do not affect your statutory rights that cannot be altered by contract.

Content on the DoNation website

All content on the DoNation website, such as information, text, pictures, photographs, graphics, interfaces, and the design, structure and arrangement of the content, belongs to Silvertree Foundation and/or a third party or is licensed to Silvertree Foundation and/or a

third party and is protected by law. You may not copy, reproduce, upload or post any of the content on the DoNation website without prior written permission.

Links to and from other third party websites

You may link to the DoNation website provided that you do so in a fair and legal way and not in a way that may damage or take advantage of our reputation or that suggests any form of association, approval or endorsement on our part, unless we give you written permission (which we may withdraw at any time).

The DoNation website does include links to websites operated by third parties. Silvertree Foundation is not responsible for the content of those sites, and accepts no responsibility for them or any loss or damage that may arise from your use of them. You are responsible for complying with the terms of use of any linked third party websites.

Termination

If you do not comply with these Online Terms and Conditions when accessing or otherwise using the DoNation website or service, Silvertree Foundation has the right to suspend your access to the website and service temporarily or permanently without notice to you. Silvertree Foundation may also stop operating the website and service entirely.

Age

By using the DoNation website, you are representing that you are above the age of 18 years or, if you are below the age of 18 years, that you have the permission of your parent or guardian to use the DoNation website and to make donations through the website.

User accounts and personal information

In order to access a record of your donations and section 18A certificates through the DoNation website or service, as a donor or as a partner public benefit organisation, you will need to register an online user account and provide Silvertree Foundation with certain personal information. You must provide accurate and complete registration information when you register your online user account.

You must ensure that your registration information is kept up-to-date. This information will be used and retained in accordance with DoNation's **Privacy Policy**, and which forms part of these Online Terms and Conditions.

By using the DoNation website and service, you accept that online transactions and communications may be vulnerable to being intercepted. **Silvertree Foundation will not be liable for any interception that occurs and any loss that is suffered as a result, where Silvertree Foundation has taken reasonable steps to prevent this happening.**

When you set up your online account you will choose a user name and password. You will have to use these details to login to your account, whether as a donor or as a public benefit organisation. You are responsible for keeping these details confidential. You must notify Silvertree Foundation immediately if there is any unauthorized use of or access to your online user account. **Silvertree Foundation will not be responsible for any unauthorized use of your user name and password or for any losses that you suffer as a result.** You may be held responsible for any losses suffered by Silvertree Foundation or any other user of the DoNation website or service as a result of your failure to keep your user name and password secure and confidential.

Silvertree Foundation will not be responsible for managing any donation transactions. If you discover that you have made a mistake with your donation after you have submitted it to a partner public benefit organisation, please contact that organisation directly, and immediately, for assistance. Once your donation has been submitted online, you will receive an email confirmation of your donation from the DoNation service.

General

These Online Terms and Conditions are governed by the laws of South Africa.

If any part of these Online Terms and Conditions is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

Record of donation

A record of donations made or received using the DoNation website or service, including any applicable section 18A certificates, can be accessed via your user profile. You will be able to view and print these records of your donations for an indefinite period time.

Complaints and notices

We place great value on user satisfaction. Questions, complaints or comments should be sent by email to info@thedonation.org.za . We will attempt to address your concerns as soon as reasonably possible and will contact you on receipt of any relevant enquiry or complaint. In the event of a complaint, it will help us if you can describe the object of your complaint as accurately as possible and, where applicable, send us copies of your donation or the reference number that we assign you. Should you not have received any reaction from us within five business days, please make further enquiries. In rare cases, your emails may have been caught up in our spam filters or not reached us, or correspondence that we send to you may otherwise not have reached you.

Any legal notices that you give Silvertree Foundation under this contract must be sent to info@thedonation.org.za. Where Silvertree Foundation needs to give you any notice as provided for in this contract or provide additional information about the services supplied to you, Silvertree Foundation will do so by sending you an email or posting a notice on the DoNation website. You consent to Silvertree Foundation providing you with notices or information in this way.