



IZINGA ASSIST NPC SOUTH AFRICAN DONOR TERMS AND CONDITIONS

IMPORTANT NOTICE

By creating an account, making a donation, or otherwise using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. Acceptance is confirmed by ticking the relevant box during registration, making a donation, or continuing to use the Platform. If you do not agree to these Terms, you must not use the Platform or make any donations.

INTRODUCTION

Welcome to iZinga Assist's Platform, operated by iZinga Assist NPC (Registration No. 2021/733782/08, a non-profit company incorporated in South Africa). These Terms and Conditions govern your use of our Platform and the making of donations to support verified non-profit organisations (NPOs) in South Africa.

By accessing or using our Platform, you agree to these Terms. Your acceptance occurs when you create an account with the aim of

donating to or supporting a South African Non-Profit Organisation (NPO). Through this agreement, you enable us to facilitate secure and transparent funding to NPOs in South Africa, strengthening accountability and impact across the sector. We may update these Terms from time to time, and any changes will take effect immediately upon posting on the Platform.

OUR COLLABORATION WITH SHOPRITE IN SOUTH AFRICA

To ensure secure and efficient distribution of funds to NPOs in South Africa, iZinga Assist collaborates with Shoprite through its Money Market Account (MMA) system. Shoprite is one of South Africa's largest and most trusted retail groups. The MMA is a low-cost, traceable transactional account which we use to channel donations to authorised representatives of verified NPOs, ensuring that funds are delivered efficiently and with full accountability.

This Agreement is entered into:

BETWEEN
iZinga Assist NPC
Registration No. 2021/733782/08 (South Africa)
(iZinga Assist)
And
Yourself, being an individual or corporate donor supporting South
African NPOs
(the Donor)

(Collectively referred to as 'the Parties')

1. PREAMBLE

- 1.1. The Donor wishes to participate in iZinga Assist's online Platform, which is designed to verify, rate, and support NPOs operating in South Africa.
- 1.2. The Donor and iZinga Assist acknowledge that neither party acts as an agent, employee, or representative of the other. These Terms do not create any partnership, joint venture, or agency relationship between the parties.

2. CAPACITY AND ELIGIBILITY

- 2.1. Individual Donors: If you are participating as a natural person, you warrant that you are 18 years of age or older and possess the legal capacity to enter into binding agreements.
- 2.2. Corporate Donors: If you are participating on behalf of a company, trust, foundation, or other juristic person, you warrant that you are duly authorised by that entity (e.g., via resolution or mandate) to agree to these Terms and to legally bind the entity to this Agreement.

3. DONATIONS

- 3.1. Donations are voluntary and non-refundable except as required by law.
- 3.2. Donations are processed via secure payment gateways; iZinga Assist does not store card details.

4. USE OF DONATIONS

- 4.1. Donations are directed to the chosen NPO, subject to verification and compliance checks.
- 4.2. iZinga Assist reserves the right to redirect funds if the NPO becomes ineligible, ceases operations, or does not utilise the funds within the reasonable time period allocated by iZinga Assist.
- 4.3. All donations received will be used exclusively to support verified NPOs in South Africa.
- 4.4. iZinga Assist will maintain accurate records of all donations and their allocation to designated NPOs to ensure transparency and accountability.

5. FEES AND CHARGES

iZinga Assist may deduct a platform fee and transaction charges; details of which will be disclosed prior to payment.

6. SECTION 18A TAX CERTIFICATES (SOUTH AFRICA)

6.1. Eligibility for a Section 18A tax deduction is determined by the South African Revenue Service (SARS) and the specific tax status of the recipient NPO.

6.2. Section 18A Certificates

6.2.1 **Please note** that while iZinga Assist NPC is an approved public benefit organisation (PBO) in terms of section 30 of the Income Tax Act, its application for approval to issue Section 18A tax certificates is currently pending with the South African Revenue Service (SARS).

6.2.2 Donors are advised that, until such approval is granted, iZinga Assist NPC is **not permitted to issue Section 18A certificates**, and donations may **not** be tax deductible in the donor's hands.

6.2.3 Please note that Section 18A approval, if granted, will only be effective from the date of SARS's written confirmation. It cannot be back-dated to the date of application or to any earlier period. Donors will only be eligible to claim a tax deduction for donations made on or after the date of such approval. iZinga Assist NPC makes no representation or warranty regarding the outcome of its application and accepts no liability for any reliance placed on this clause by the donor. Donors seeking to claim a deduction should consult their own tax advisor.

7. AVAILABILITY AND USE OF THE PLATFORM

7.1. iZinga Assist aims to maintain continuous operation of the Platform; however, uninterrupted service cannot be guaranteed.

7.2. We reserve the right to suspend, withdraw, discontinue, or modify any part of the Platform or website without prior notice.

7.3. If you choose or are provided with a user ID, password, or any

other security information, you must treat these credentials as strictly confidential.

- 7.4. iZinga Assist reserves the right to disable or deactivate any user identification code or password if we reasonably believe you have breached these Terms.

8. RIGHTS AND OBLIGATIONS OF IZINGA ASSIST

- 8.1. iZinga Assist aims to ensure that NPOs receive the maximum possible benefit from donor contributions, utilising the Shoprite Money Market Account system for secure disbursement.
- 8.2. Donations will not be used for any purpose other than supporting the designated NPOs. The primary method of disbursement will be through the Shoprite MMA system, with the intention of using in-kind or voucher-based transactions to ensure funds are used for their intended purpose.
- 8.3. If a designated NPO ceases to exist, iZinga Assist will redirect funds to an NPO with comparable goals, ensuring continuity of impact.
- 8.4. If you have any concerns or complaints regarding the Platform, you may submit your complaint via our contact form at <https://izassist.org/contact>. All complaints will be acknowledged within five (5) working days and investigated thoroughly.

9. RIGHTS AND OBLIGATIONS OF THE DONOR

- 9.1. All donations made through the Platform are irrevocable. Once a donation is processed, the Donor will not be entitled to a refund under any circumstances, except where required by law.
- 9.2. When making a donation, the Donor guarantees that all information provided (whether pertaining to an individual or a corporate entity) is accurate, complete, and up to date.
- 9.3. By using the Platform, the Donor agrees to iZinga Assist's Privacy Policy, which governs how personal information is collected,

stored, and processed.

10. LIMITATION OF LIABILITY

(Please note: This clause limits the liability of iZinga Assist NPC, as permitted by section 49 of the Consumer Protection Act 68 of 2008("The CPA").

10.1. The Platform is provided for non-commercial use by donors. To the fullest extent permitted by the CPA and other applicable laws:

10.1.1 iZinga Assist NPC's liability for any loss or damage arising from your use of the Platform, or any failure of the Platform, whether in contract, delict (including negligence), will be limited to the amount of your last donation or R1 000, whichever is less; and

10.1.2 iZinga Assist NPC will not be liable for any indirect or consequential loss, loss of profit, or business interruption.

10.2. You agree not to use the Platform for commercial or business purposes. Accordingly, iZinga Assist is not liable for any loss of profit, business interruption, or any indirect or consequential loss.

11. PLATFORM SECURITY AND PROHIBITED ACTIVITIES

11.1. iZinga Assist does not guarantee that the Platform will be secure or free from bugs or viruses. The Donor is responsible for configuring their own information technology systems safely.

11.2. You must not misuse the Platform by introducing viruses, trojans, or any other malicious material, nor attempt to gain unauthorised access to the Platform.

11.3. The Donor may only use the Platform for lawful purposes. You must not use the Platform in any way that violates local or national laws, for fraudulent activities, to distribute spam, or to transmit unlawful, defamatory, or discriminatory content.

12. DATA PROTECTION

Personal information (which under the Protection of Personal Information Act 4 of 2013 includes information relating to both living natural persons and existing juristic persons) is processed strictly in accordance with POPIA and our Privacy Policy.

13. OPT-OUT PROVISION

- 13.1. You have the right to opt out of receiving fundraising communications, marketing materials, or updates from iZinga Assist at any time.
- 13.2. Each electronic communication will include a clear and easy method for you to unsubscribe.
- 13.3. You may also opt out by contacting us directly at <https://izassist.org/contact>.

14. AMENDMENTS

- 14.1. Terms may be updated periodically; continued use of the Platform constitutes acceptance.

15. GOVERNING LAW

- 15.1. These Terms and Conditions, and any dispute or claim arising out of or in connection with them, are governed by and construed in accordance with the laws of the Republic of South Africa.
- 15.2. The courts of the Republic of South Africa shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions.

16. ENTIRE AGREEMENT

- 16.1 This Agreement, read with the Privacy Policy, constitutes the entire

agreement between you and iZinga Assist NPC regarding your use of the Platform and supersedes all prior agreements, understandings, or representations (whether written or oral).

7. NOTICES

All legal notices to iZinga Assist NPC must be addressed to: Mr Henk Swanepoel, at its registered address: Ground Floor FFG Building, 73 75 Berg River Boulevard, Paarl, Western Cape, 7646, or via email to: henk@izassist.org