



IZINGA ASSIST UK 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, which is operated by IZ Assist UK CIC (Company No. 14687128, England & Wales). These Terms and Conditions govern your use of our Platform and the making of donations to support verified charities in South Africa (commonly referred to as non-profit organisations or NPOs in South Africa). Donations made through this Platform are received by IZ Assist UK CIC and subsequently channelled to iZinga Assist NPC (Registration No. 2021/733782/08, a non-profit company incorporated in South Africa), ensuring compliance with UK and South African regulatory frameworks.

By accessing or using our Platform, you agree to these Terms. Your acceptance occurs when you create an account with the aim of making a donation to *or* supporting a South African charity. 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 and Conditions from time to time. Any changes will take effect immediately upon posting on the Platform. Where significant updates are made, we will notify you via the Platform or by email. Your continued use of the Services after such changes constitutes acceptance of the revised Terms. If you do not agree with any updates, you are requested to stop using the Platform. We encourage you to review these Terms regularly to stay informed.

For the avoidance of doubt, your agreement is with **IZ Assist UK CIC** (the 'Platform Operator'), which is responsible for collecting your donation and channelling it to its partner iZinga Assist NPC (the 'Implementing Partner'), for final distribution to verified charities in South Africa

OUR COLLABORATION WITH SHOPRITE IN SOUTH AFRICA

To ensure secure and efficient distribution of funds to charities 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, operating a wide network of supermarkets and financial services across the country. The MMA is a low-cost, traceable transactional account designed for individuals, which we use to channel donations to authorised representatives of verified NPOs. This collaboration ensures that funds are delivered efficiently, with full accountability and compliance with local financial regulations. Because Shoprite currently only permits MMAs for individuals, each charity designates a senior, authorised representative to hold the account as a custodian. This individual uses the MMA exclusively for charity-related transactions, ensuring compliance with Shoprite's data privacy and governance standards.

The Services are rendered and the website: <https://app.izassist.org/> is operated by the following entities (collectively, "we"):

- iZinga Assist CIO UK Charity number: 1198317 (England & Wales)
- iZ Assist UK CIC Company number 14687128 (England & Wales)
- iZinga Assist NPC SA 2021/733782/08 (South Africa)

This Agreement is entered into:

BETWEEN

IZ Assist UK CIC

Company number 14687128 (England & Wales)

Registered Address: 1 The Green, Richmond, Surrey TW91PL
(iZinga Assist)

And

Yourself, being a donor supporting South African Charities via **IZ Assist UK CIC**
(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 charities operating in South Africa. The Donor's use of the Platform and related services is subject to these Terms and Conditions.

- 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, and each party remains independent in all respects.

2. ELIGIBILITY

- 2.1. Donors must be 18 years or older and legally capable of entering into binding agreements.

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 charity, subject to verification and compliance checks.
- 4.2. iZinga Assist NPC reserves the right to redirect funds to another verified charity with a similar mandate if the original designated charity becomes ineligible, ceases operations, is unable to receive funds through the designated distribution mechanism (e.g., Shoprite MMA), or does not utilise the funds within a reasonable time period allocated by iZinga Assist.
- 4.3. All donations received by iZinga Assist will be used exclusively to support verified charities in South Africa, in accordance with these Terms and Conditions.
- 4.4. iZinga Assist will maintain accurate records of all donations and their allocation to designated charities. Each donation will be tracked to ensure transparency and accountability throughout the distribution process.

5. FEES AND CHARGES

- 5.1. iZinga Assist may deduct a platform fee and transaction charges; details disclosed prior to payment.

6. GIFT AID

- 6.1. Eligibility for Gift Aid is determined by UK tax law. By making a Gift Aid declaration during the donation process, the Donor confirms that they meet the requirements set out by HM Revenue & Customs (HMRC) and that they have paid sufficient UK tax to cover the amount to be reclaimed.
- 6.2. It is the Donor's responsibility to ensure that all information provided in relation to Gift Aid is accurate and up to date. iZinga Assist accepts no liability for any false, incomplete, or ineligible declarations, and the Donor is solely responsible for any consequences arising from incorrect information or ineligibility for Gift Aid.

7. AVAILABILITY AND USE OF THE PLATFORM

- 7.1. iZinga Assist aims to maintain continuous operation of the Platform and related Services; however, uninterrupted service cannot be guaranteed. The Platform may experience occasional disruptions or outages, which could temporarily limit access to your account or content. To mitigate this risk, we recommend that you regularly back up any important data.
- 7.2. We reserve the right to suspend, withdraw, discontinue, or modify any part of the Platform or website without prior notice.
- 7.3. iZinga Assist will not be liable for any loss or inconvenience caused by temporary unavailability of the Platform or Services.
- 7.4. If you choose or are provided with a user ID, password, or any other security information, you must treat these credentials as strictly confidential and must not share them with any third party.
- 7.5. iZinga Assist reserves the right to disable or deactivate any user identification code or password, whether chosen by you or allocated by us, if we reasonably believe you have breached these Terms. If you suspect that your login details have been compromised, you must notify us immediately via <https://izassist.org/contact>.
- 7.6. By creating an iZinga Assist account, you agree to provide accurate and truthful information.

8. RIGHTS AND OBLIGATIONS OF IZINGA ASSIST

- 8.1. iZinga Assist aims to ensure that charities receive the maximum possible benefit from donor contributions. To achieve this, funds will be channelled through the Shoprite Money Market Account system, which provides a secure and auditable method of disbursement.
- 8.2. Donations will not be used for any purpose other than supporting the designated charities. The primary method of disbursement will be through the Shoprite Money Market Account (MMA) system. While the intention is to use in-kind or voucher-based transactions where possible, iZinga Assist NPC may use the most appropriate and secure method available through the MMA system to ensure the charity receives the benefit of the donation.
- 8.3. If a designated charity ceases to exist, iZinga Assist will redirect funds to a charity with comparable goals, ensuring continuity of impact.
- 8.4. All fundraising activities conducted by or on behalf of iZinga Assist will comply with the Code of Fundraising Practice.
- 8.5. iZinga Assist will ensure that all representations about its work and the use of donations are accurate and not misleading.
- 8.6. iZinga Assist is committed to maintaining high standards in all fundraising activities and donor interactions. If you have any concerns or complaints regarding the Platform, donation process, or any aspect of our services, you may submit your complaint via our contact form at <https://izassist.org/contact>.
- 8.7. All complaints will be acknowledged within five working days and investigated thoroughly and fairly. We aim to provide a substantive response within twenty

working days. If you are dissatisfied with the outcome, you may request that your complaint be escalated to senior management for further review. iZinga Assist will regularly review complaints and use any relevant feedback to improve our services.

9. RIGHTS AND OBLIGATIONS OF THE DONOR

- 9.1. All donations made through the Platform are final and irrevocable. Once a donation is processed, the Donor will not be entitled to a refund, except where required by law (for example, in the case of a fraudulent transaction or a clear processing error by iZinga Assist).
- 9.2. When making a donation, the Donor guarantees that all information provided (including personal details such as name and email address) is accurate, complete, and up to date.
- 9.3. By using the Platform and making a donation, the Donor agrees to iZinga Assist's Privacy Policy, which governs how personal data is collected, stored, and processed in compliance with UK GDPR and the Data Protection Act 2018.

10. LIMITATION OF LIABILITY

- 10.1. Nothing in these Terms excludes or limits iZinga Assist's liability for death or personal injury caused by our negligence, fraud, or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.
- 10.2. To the fullest extent permitted by law, all conditions, warranties, representations, or other terms that may apply to the Platform or its content, whether express or implied, are excluded.
- 10.3. iZinga Assist will not be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising from:
 - 10.3.1. Your use of, or inability to use, the Platform; or
 - 10.3.2. Your reliance on any content displayed on the Platform.
- 10.4. 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, loss of anticipated savings, goodwill, reputation, or any indirect or consequential loss or damage.
- 10.5. We will not be responsible for any loss or damage caused by viruses, distributed denial-of-service attacks, or other harmful technological material that may infect your equipment, programs, data, or other proprietary material due to your use of the Platform or downloading content from it or any linked website.
- 10.6. Without limiting the foregoing, iZinga Assist (including its related entities IZ Assist UK CIC and iZinga Assist NPC) shall not be liable for any loss, damage or delay caused by or resulting from (a) the acts or omissions of the designated charities in South Africa, or (b) the failure, suspension or change in terms of the Shoprite Money Market Account system or any other third- party payment provider, provided that iZinga Assist has used reasonable care and skill in its verification

and due diligence processes.

11. **PLATFORM SECURITY AND PROHIBITED ACTIVITIES**

- 11.1. iZinga Assist does not guarantee that the Platform or website will be secure or free from bugs or viruses. The Donor is responsible for configuring their own information technology systems, software, and security measures to access the Platform safely. We strongly recommend using appropriate virus protection software.
- 11.2. You must not misuse the Platform by introducing viruses, trojans, worms, logic bombs, or any other malicious or technologically harmful material. Attempting to gain unauthorised access to the Platform, its servers, or any connected systems is strictly prohibited. You must not attack the Platform through denial-of-service or distributed denial-of-service attacks.
- 11.3. The Donor may only use the Platform for lawful purposes. You must not use the Platform:
 - 11.3.1. In any way that violates local, national, or international laws or regulations.
 - 11.3.2. For unlawful or fraudulent activities, or with any unlawful or fraudulent intent.
 - 11.3.3. To harm or attempt to harm minors in any way.
 - 11.3.4. To send, receive, upload, download, use, or re-use any material that does not meet our content standards.
 - 11.3.5. To distribute unsolicited or unauthorised advertising, promotional material, or other forms of solicitation (spam).
 - 11.3.6. To transmit or procure the transmission of unlawful, defamatory, threatening, discriminatory, extremist, or radicalising content.
 - 11.3.7. To transmit material that infringes third-party intellectual property rights or breaches any legal duty owed to another party.
 - 11.3.8. You also agree to:
 - 11.3.8.1. Respect privacy and intellectual property rights by not sharing copyrighted material without authorisation or using images, audio, or video without consent.
 - 11.3.8.2. Not reproduce, duplicate, copy, or resell any part of the Platform in violation of these Terms.

12. **DATA PROTECTION**

- 12.1. Personal data is processed in accordance with UK GDPR 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 IZ Assist UK CIC and iZinga Assist NPC at any time.
- 13.2. Each electronic communication will include a clear and easy method for you to unsubscribe or update your contact preferences.
- 13.3. You may also opt out by contacting us directly at <https://izassist.org/contact>. Upon receipt of your opt-out request, we will promptly update your preferences and cease further communications, except those required by law or relating to your donations.

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 or their subject matter, are governed by and construed in accordance with the laws of England and Wales.

15.2. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

16. ENTIRE AGREEMENT

16.1 This Terms and Conditions agreement constitute the entire agreement between you and IZ Assist UK CIC regarding your use of the Platform and the making of donations, and supersedes all prior agreements, understandings, or representations (whether written or oral).

17. CONTACT DETAILS

If you have any questions about these Terms, please contact us at:

IZ Assist UK CIC

1 The Green, Richmond, Surrey, TW91PL

<https://izassist.org/contact>