

TERMS AND CONDITIONS

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1. Introduction

- 1.1. These Terms apply to you individually and to your use of the Platform.
- 1.2. Please read these Terms carefully as they impose legally binding obligations on you and contain exclusions as well as limitations of our liability that affect you. It is your responsibility to determine whether the Platform is suitable and adequate for your needs. You assume all risks associated with your use of the Platform.
- 1.3. Please pay special attention to the sections that are in bold and italics. These are important clauses which explain what may limit our responsibility or involve some risk for you.
- 1.4. By 'accepting' the Terms when you sign up for the Platform and by continuing to use the Platform, you agree to these Terms and represent and warrant that:
 - 1.4.1. you are at least 18 years of age and capable of entering into a legally binding agreement.
- 1.5. If you are a Donor, you represent and warrant that you are at least 18 years of age and/or capable of entering into a legally binding agreement.
- 1.6. If you are agreeing to these Terms on behalf of a juristic person, you warrant that you are duly authorised to do so.
- 1.7. These Terms take effect (begin) when you make use of the Platform, make a donation, create a Campaign, register your School, sign up for the Platform or undertake any other activity associated with GetGo.
- 1.8. You must know, understand and comply with these Terms.

2. Definitions

- 2.1. We have defined some of the words used in these Terms. These words begin with a capital letter. Singular words include the plural and plural words include the singular.

2.2.

Word	Meaning
Administration Costs	The cost that GetGo deducts from each donation towards a campaign. This fee supports activities including maintenance, support, and overall service provision necessary to ensure the Platform functions effectively.

Applicable Laws	All national, provincial, local and municipal legislation, regulations, statutes, by-laws, consents and/or other laws of any relevant governmental authority and any other instrument having the force of law as may be issued and in force from time to time relating to or connected with the activities contemplated under these Terms.
Business Donor/Donor	An entity with the intention of donating to a Campaign. A Business Donor/Donor shall have a natural person representing the Business entity.
Campaign	A fundraising initiative associated with a specific School created on the GetGo Platform by an individual, group or organisation with the purpose of collecting financial support for educational needs from a community of backers.
Campaigner	An individual who makes use of the Platform with the intention of creating a Campaign for a Learner or other educational causes.
Contact Centre	Our Contact Centre, which you can reach at telephone number: +27 (00)21 007 5786 or email: support@getgofund.org
Device	The computer, tablet, smartphone or other device you use to access the GetGo Platform.
Donation	The Financial contributions made by an Individual Donor or Business Donor towards any Campaign on the Platform. Donations are disbursed to Schools directly by GetGo.
Fundraising	The process of seeking voluntary financial contributions by engaging individuals, businesses, charitable foundations or governmental agencies.

Individual Donor/Donor	A private individual who makes use of the Platform with the intention of donating to a Campaign in their own personal capacity.
Intellectual Property	All: inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with these; copyright, including copyright in logos, devices, designs, multimedia works and computer software programs (in source and object code form), as well as programmers' or developers' notes, flow charts and design documents; rights protecting goodwill and reputation; proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics; schematics; marketing; sales and user data; domain names and URLs; databases and rights in databases; confidential information; other intellectual property rights and similar kinds of protection that are registered or can be registered anywhere in the world; and applications for, and rights to apply for, the protection of any of the items on this list.
Intellectual Property Rights	All rights in and to Intellectual Property.
ISP	An internet service provider, which is an entity that provides access to the internet.
Learner	An individual who is enrolled at a School/Educational Institution.
Loss	Any direct or indirect loss or damages.
Moderation	This process amounts to the examination of any information submitted by a User for setting up a Campaign. This is a preliminary process to the Campaign becoming live and being able to receive donations.

Parent/Guardian	An Individual who is legally responsible to act as guardian of the Learner, and who has provided consent for the Learner to be part of a fundraising Campaign(s) or any other activities associated with the GetGo Platform.
Password	Any of the secret characters (letters, symbols and numbers) you use to access the Platform or any other website, such as Facebook or Google, from which you can access the Platform.
Personal Information	Information about an identifiable, natural person and where applicable, a juristic person, including, but not limited to information about: race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, e-mail, postal or physical address, telephone number; location; any online identifier; any other particular assignment of the person; biometric information; personal opinions, views or preferences of the person or the views or opinions of another individual about the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
Platform	The GetGo online Platform is a digital service which allows users to make donations to Learners, education-related activities or Schools. The URL is: www.getgofund.org

Process	Any operation or activity, automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification or the use of information. Processing and Processed will have a similar meaning.
Profile	The user profile you create when you sign up on the Platform as Donor, Campaigner or School Administrator.
Representative	A natural person registered in association with a Business Donor/Donor as their authorised representative who is empowered to act on behalf of a Business Donor/Donor.
SARS	The South African Revenue Service.
School	Department of Basic Education registered and accredited South African Educational Institution or School.
School Administrator	A user administrator profile on GetGo which is associated with a School that has been successfully onboarded onto the Platform. This role is responsible for managing and vetting crowdfunding campaigns linked to the School. The School Administrator ensures that Campaigns align with the School's values and standards, oversees the approval process, and monitors the progress of active Campaigns to ensure they adhere to platform guidelines and meet the School's needs.
School Fees	Monetary charges levied by a School for enrollment and participation in educational programs. These fees may cover various expenses, including tuition, textbooks, stationery, extracurricular

	activities, and other educational resources.
Transaction Costs	The payment gateway cost incurred for processing donations made to a Campaign on the Platform. These fees vary based on the payment method used by Donors.
User	The individual users that access and utilise the Platform with or without a GetGo profile.
We, Us or Our	The GetGo Fund NPC, with registration number 2023/244856/08, its successors and assigns.
You or Your	The person or School who uses the Platform.

3. The Platform

- 3.1. We are a Non-Profit Company (NPC) that facilitates donations between Campaigns and potential Donors via the Platform.
- 3.2. SARS' Tax Exemption Unit has granted us approval as a public benefit organisation as well as approval in terms of section 18A of the Income Tax Act, 1962.
- 3.3. You can use the Platform to create a Campaign, view Campaigns and, if you choose to do so, to donate the whole or a portion of a Campaign's goal.

4. Registering Your School

- 4.1. You may register your School on the Platform by filling out the online registration form, reviewing and accepting these Terms and Conditions and Privacy Policy.
- 4.2. To complete your registration, your School must provide us with all the information and documents that we request. Documents include, but are not limited to, the following:
 - 4.2.1. a bank letter confirming the bank account of the School;
 - 4.2.2. proof of School's address (not older than 3 months);

- 4.2.3. School EMIS number and/or the Registration Number and applicable certificates or documents to serve as proof; and
- 4.2.4. signed Memorandum of Understanding (MOU) between the Schools and GetGo.
- 4.3. Schools will only qualify for donations once we have received all documentation and completed your registration.
- 4.4. We may deactivate your profile at our own discretion and/or if a Campaigner/Donor has and/or attempted to commit fraudulent acts against the School and/or has committed a criminal offence.
- 4.5. It is the responsibility of the Schools:
 - 4.5.1. to ensure that all Campaigns are moderated before approval;
 - 4.5.2. to approve Campaigns that are associated with them;
 - 4.5.3. to decline Campaigns if they do not uphold their School values;
 - 4.5.4. to share Campaigns with their community;
 - 4.5.5. to market their Campaigns;
 - 4.5.6. to support their Campaigners with Campaign related queries, including topics associated with the approval or denial of a Campaign; and
 - 4.5.7. to understand, agree and uphold the values and responsibilities outlined in the Memorandum of Understanding between the Schools and GetGo.

5. Creating a User Profile

- 5.1. You may sign up for the Platform by using your email address and creating a password. Once you have reviewed and accepted these Terms and Conditions, you can create a profile.
- 5.2. To create a complete user profile, you must provide us with your name, contact details and any other information or documentation that we may request from time to time, such as your identity document, tax number or company registration documents, including information and documentation for any related parties who you may authorise to operate your profile.
- 5.3. You must update your profile as soon as any of the information you have provided in your profile has changed.
- 5.4. Should you not agree to these Terms and Conditions, you may not be able to use our services or create a profile on the Platform.
- 5.5. Any failure to accept and comply with these Terms and Conditions may result in you being unable to create a profile on the Platform, donating or Campaigning. GetGo will be unable to provide its services to you in the event of these Terms and Conditions not being accepted and/or complied with.

- 5.6. We may deactivate your profile at our own discretion and/or if a Campaigner/Donor has and/or attempted to commit fraudulent acts against the School and/or has committed a criminal offence.

6. Creating Campaigns

- 6.1. Campaigns can only be created for associated Schools that are registered on the GetGo Platform.
- 6.2. Once a School is successfully registered on the GetGo Platform any user can create a Campaign associated with the registered School.
- 6.3. In order to create a Campaign for a GetGo registered School, you must be:
 - 6.3.1. a parent/guardian of a Learner at a GetGo registered School, a Learner must be registered or eligible for registration at a GetGo registered School for the current or following year;
 - 6.3.2. an individual committing to Campaign for a Learner with consent to do so from their parent/guardian;
 - 6.3.3. an individual committing to Campaign for School related causes/activities;
 - 6.3.4. a School employee/committee member Campaigning for School related causes.
- 6.4. GetGo may request information and documentation from its Campaigners and/or the beneficiaries of Campaigns as and when needed. If requested, this information and documentation must be provided to us.
 - 6.4.1. The information requested may pertain to the Learner, Campaigner, and/or the beneficiary of Campaigns, depending on the type of Campaign created. The following information may be requested for campaigns created on the Platform:
 - 6.4.1.1. full name of the Campaigner and/or the Campaign's beneficiary, birth certificate or identity number of the Campaigner and/or the Campaign's beneficiary, details of the Campaign beneficiary's School enrollment (including the name of the School and proof of association with the School, such as fee statements or employment contracts), proof of financial circumstances, race, and gender, as well as the identity number and full name of the beneficiary's parents or legal guardians.
- 6.5. GetGo may request information and documentation for Campaigns created to raise funds for individual Learners. If requested, this information and documentation must be provided to us. Information and documentation requested may include, but is not limited to:
 - full name of the Learner, birth certificate or identity number, details of School enrollment (including the School's name and Learner registration number), fee statements, financial circumstances, race, and gender, as well as the identity number and full name of the Learner's parents or legal guardians.

- 6.6. Any failure to accept and comply with these Terms and Conditions may result in the Campaigner being unable to create a Campaign or a profile on the Platform, and this will inhibit the Campaigner from fundraising.
- 6.7. GetGo will be unable to provide its services to Campaigners in the event of these Terms and Conditions not being accepted and/or complied with.
- 6.8. We may deactivate a Campaigner's Campaign(s) or their profile if they fail to act within the GetGo Terms and Conditions, breach any of our policies or fail to uphold our values.

7. Receiving Donations

- 7.1. Schools must provide us with all the information and documents that we request in order to qualify for donations. Documents include, but are not limited to, the following:
 - 7.1.1. a bank letter confirming the bank account of the School;
 - 7.1.2. proof of School's address (not older than 3 months); and
 - 7.1.3. School EMIS number and/or the Registration Number and applicable certificates or documents to serve as proof.
- 7.2. GetGo will deduct an administration cost of 7.5% along with the total transaction costs from the amount contributed by the Donor. The remaining balance received for a Campaign will be paid directly to the Educational Institutions/School in accordance with GetGo's policy.
- 7.3. Donors will be able to view a live Campaign and if they wish to do so, contribute towards it.
- 7.4. Any donation that is paid by a potential Donor for a Campaign will be paid by the Donor to GetGo.
- 7.5. GetGo will not be held liable for any loss of money a Campaigner or School may experience due to fundraising activities, or in the event that the fundraising goal is not reached or an Educational Institution/School provided us with incorrect information.
- 7.6. The timing of the payments GetGo makes to Educational Institutions/Schools will be at our discretion. Our aim is to disburse payments monthly. Campaign funding will only be disbursed once a Campaign has reached its end date or completed its fundraising goal. All monies donated will be disbursed regardless of the Campaign's fundraising goal being reached, if the end date has been reached. If the Campaign's fundraising goal is not reached for a particular cause, the monies that were donated for the Campaign will be disbursed to the associated Educational Institution/School who will use the donations at their sole discretion.
- 7.7. GetGo will not be liable nor responsible for any penalties or interest on School Fees that an Educational Institution may charge a user on outstanding Fees.
- 7.8. We do not guarantee that Campaigns will receive any monies through the Platform.

- 7.9. If we confirm that Campaigns will receive Corporate/Business donations then additional information may be requested from the Campaigner or Educational Institution/School.

8. Campaign Information

- 8.1. Other users of the Platform will be able to see and use the information that you display on your Campaign.
- 8.2. The information displayed on your Campaign includes:
- 8.2.1. Campaign name;
 - 8.2.2. Campaign type;
 - 8.2.3. Grade of study;
 - 8.2.4. Educational Institution/School name;
 - 8.2.5. Campaign story;
 - 8.2.6. Fundraising goal;
 - 8.2.7. Campaign start and end date; and
 - 8.2.8. Campaign pictures you choose to upload and display.
- 8.3. We can remove any information or content that you post or share on the Platform if it goes against these Terms.

9. Using and Sharing Personal information shared on the Platform

- 9.1. To utilise the Platform and receive our services, you consent to us collecting, processing, storing, and sharing your Personal Information and that of the beneficiaries of campaigns.
- 9.2. If the beneficiary of a campaign is under 18 years of age, their parent or legal guardian must give consent for the child's personal information to be uploaded onto the Platform. This is in order to:
- 9.2.1. create and manage profiles on the Platform as per sections 4, 5, 6 and 7 of these Terms and Conditions;
 - 9.2.2. provide the Platform to you in terms of these Terms and Conditions, which includes sharing your/learners/child's information with our third-party platform and infrastructure service providers, both locally and outside the country where the Platform is provided, in provision of the Platform;

- 9.2.3. evaluate the documentation and information that you have provided to us so that we can determine whether you qualify for donations;
- 9.2.4. verify the information and documentation you have submitted;
- 9.2.5. verify, where lawful and reasonable, from public sources and third parties any documentation or information that you provide to us for any legal, compliance or financial purposes;
- 9.2.6. publish your/learner's/child's Campaign name, name, Campaign stories, pictures, videos and any other information that you have uploaded onto your fundraising Campaign on our Platform, and in any of our marketing material or communications;
- 9.2.7. pay, the amount raised for your Campaign, to your Educational Institution/School and obtain confirmation of said payment for legal, financial and/or tax purposes;
- 9.2.8. share your/learner's/child's information with any Donors or potential Donors for legal, compliance and/or financial purposes;
- 9.2.9. submit the required information to specific regulatory bodies for tax or B-BBEE purposes as required by South African legislation;
- 9.2.10. communicate with you via electronic communications (such as email, WhatsApp, etc.) with regards to your Campaign, profile or the Platform, and/or conduct any required administrative and business functions;
- 9.2.11. respond to your queries to us via our social media platforms, WhatsApp, email, phone or other method of communication;
- 9.2.12. reconcile and perform other financial functions related to the collection, processing and allocation of donations; and
- 9.2.13. perform analytics on the Platform, evaluate statistics and identify trends in order to improve the existing Platform and develop new products and services, and contact you for research purposes relating to the Platform.
- 9.3. Where you provide us with Personal Information about another person in order to determine whether you qualify for donations, you confirm that you are authorised to:
 - 9.3.1. provide us their documentation and information;
 - 9.3.2. consent on their behalf to the Processing of their Personal Information;
 - 9.3.3. consent on their behalf to the verification of their documentation and information, where lawful and reasonable, from public sources and third parties for any legal, compliance and/or financial purposes;
 - 9.3.4. consent on their behalf to the sharing and processing of their information with our third-party platform and infrastructure service providers, both locally and outside the country where the Platform is provided; and
 - 9.3.5. receive any privacy notices on their behalf.
- 9.4. For further information on our privacy practices, how we may collect, process, store and share your Personal Information, and your rights as a data subject, please review our [Privacy Policy](#) on our website.

- 9.5. You consent, or have received consent, to us publishing your/learner's/child's name, Campaign name, Campaign stories and any other information that you have uploaded onto your Campaign on our website and in any of our marketing material or communications.
- 9.6. You consent, or have received consent, for us to contact you for research purposes relating to the Platform.

10. Donations

- 10.1. You can contribute towards a Campaign as an Individual Donor or Business Donor:
 - 10.1.1. A minimum of 7.5% of the amount that you have chosen to contribute will be utilised towards the costs of administering the GetGo Fund. The 7.5% administration cost does not include transaction fees.
 - 10.1.2. GetGo will deduct an administration cost of 7.5% along with the transaction fees from the amount contributed by the Donor. The remaining balance received for the Campaign donated to, will be paid directly to the Educational Institution/School in accordance with GetGo's policy.
 - 10.1.3. In the event that you want to provide a donation for the purposes of Skills Development, get into contact with the GetGo team at support@getgofund.org.
- 10.2. Payments of donations:
 - 10.2.1. The timing of the disbursements we make to Educational Institutions/Schools will be at our discretion. Our aim is to disburse monthly.
 - 10.2.2. Campaign funding will only be disbursed once a Campaign has reached its end date or the fundraising goal has been reached. All monies donated will be disbursed regardless of the Campaign's fundraising goal being reached.
 - 10.2.3. If the Campaign goal is not reached for a particular cause, the monies that were donated for the Campaign will be disbursed to the associated Educational Institution/School who will use the donations at their sole discretion.
- 10.3. Section 18A Certificates:
 - 10.3.1. It is the responsibility of the Donor to provide all necessary and correct information to GetGo in order to receive Tax Receipts and Section 18A Certificates.
 - 10.3.2. GetGo will not be responsible for any mistakes in information provided by the Donor.
 - 10.3.3. Once you have made a donation, you can view your donations history on your profile dashboard.
 - 10.3.4. Tax certificates, in terms of section 18A of the Income Tax Act 58 of 1962, will be available at financial year end.

- 10.3.5. GetGo will communicate with registered Donors once certificates are available for download on the Platform.
- 10.3.6. Donors who made donations without a GetGo user profile will need to create a profile before they are able to receive donation receipts or Section 18A certificates.

11. Refunds

- 11.1. Donations as a result of direct marketing:
 - 11.1.1. A Donor that is introduced to the GetGo Fund as a result of direct marketing may cancel a donation by written notice to that effect, within 5 days of the date of payment of the donation being made.
- 11.2. Donations not as a result of direct marketing:
 - 11.2.1. Donations not resulting from direct marketing will generally not be refunded. Donations may be refunded, at the sole discretion of the Board of Directors of the GetGo Fund, after considering requests submitted in writing within 5 days of the date of payment of the donation being made.
 - 11.2.2. The full or partial refund amount will be subject to a 7.5% refund administration cost, in addition to transaction costs incurred both during the donation and refund processes.
- 11.3. Requirement for confirmation of identity:
 - 11.3.1. All refunds are subject to prior confirmation of the identity of the Donor and the persons acting on behalf of the Donor and their authority to act. The specific requirements will be made available to the Donor upon submission of their notice of cancellation.
- 11.4. Requirement for confirmation of account details:
 - 11.4.1. Refunds will only be made into a South African bank account. The bank account details into which refunds are to be made must be verified in a manner specified by the GetGo Fund on receipt of the notice of cancellation.
- 11.5. Payment of the refund:
 - 11.5.1. Payment of the refund will not be made until and unless confirmation of identity and bank account details referred to in this Clause have been provided to the satisfaction of the GetGo Fund.
 - 11.5.2. Any refund will be made within 15 days of receipt of confirmation of identity and bank account details to the satisfaction of the GetGo Fund..
 - 11.5.3. The full or partial refund amount will be subject to a 7.5% refund administration cost, in addition to transaction costs incurred both during the donation and refund processes.

12. Other Parties' Information

- 12.1. You use any content or information belonging to or provided by third parties on the Platform at your own risk.
- 12.2. GetGo is not responsible for:
 - 12.2.1. any content or information provided by third parties on the Platform or for any Loss that you may suffer because you relied on it; or
 - 12.2.2. any content, information, goods or services on a third-party's website that was accessed through a link on the Platform.

13. Using the Platform

- 13.1. When you use the Platform you must:
 - 13.1.1. comply with all Applicable Laws;
 - 13.1.2. be over the age of 18 (eighteen);
 - 13.1.3. only provide accurate and correct information;
 - 13.1.4. have consent to use the information provided; and
 - 13.1.5. use the Platform in a professional manner.
- 13.2. When you use the Platform you must not:
 - 13.2.1. act dishonestly, unlawfully or unprofessionally;
 - 13.2.2. use the Platform in an offensive way, including using offensive language;
 - 13.2.3. create a false identity or misrepresent your identity or any information about you;
 - 13.2.4. use or share information belonging to others unless they have allowed you to do so;
 - 13.2.5. disclose any information that you do not have the right to disclose; or
 - 13.2.6. introduce any software or data onto the Platform that could negatively affect a computer system, such as viruses, trojans and other malicious (dangerous) software.
- 13.3. Standard data costs will be charged by your ISP every time you use the Platform.

14. Security on the Platform

- 14.1. GetGo places great importance on ensuring the security of our Platform and your information. We regularly review and implement up-to-date physical, administrative, technical and organisational security measures when administering the Platform, and when processing your information.

- 14.2. In addition, the law requires that users also have due regard to generally accepted information security practices and processes in order to assist in securing the GetGo Platform and the information processed therein, and securing their own accounts and own Personal Information.
- 14.3. GetGo Platform users are responsible for:
 - 14.3.1. maintaining adequate security and control over their account and sign-in details, including:
 - 14.3.1.1. using strong passwords;
 - 14.3.1.2. ensuring that sign-in details and passwords are not written down or saved anywhere unencrypted; and
 - 14.3.1.3. not sharing sign-in details and passwords with other individuals.
 - 14.3.2. enabling any additional security features available to you on your mobile device or personal computer including device access pin codes, passwords, access patterns or facial recognition features;
 - 14.3.3. keeping your contact details up to date so that you can receive any notices or alerts we may send to you in relation to security; and
 - 14.3.4. maintaining security and control over the email mailbox and phone number associated with your GetGo profile.
- 14.4. If your mobile device or personal computer is lost, stolen or not in your possession, if you have lost or forgotten your password, or you suspect that someone may have unauthorised access to your GetGo profile or password, you must immediately use another device to access the Platform and reset your profile password. Alternatively, you must notify us in a timely manner as to the loss or other unauthorised use of your sign-in details or GetGo profile via our support email support@getgofund.org so we can reset your profile password.

13. Software and Hardware

- 13.1. You must use a mobile device or personal computer (hardware) and software (programs) suitable for the Platform. If you do not, the Platform may not work properly and this could increase your security risks.
- 13.2. In order to increase the security of your GetGo profile and protect it from interruption caused to it by phishing, spoofing or other attack, computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other devices, we recommend that you install and use reputable virus screening and prevention software on your mobile device or personal computer, and remain alert to the fact that SMS, email services and search engines are vulnerable to spoofing and phishing attacks.
- 13.3. We do not guarantee or suggest that the Platform or any file, download or application, whether or not it is made available by a third party, on the Platform is

safe to use on any computer. We cannot guarantee that the Platform or such file, download or application does not have software or data that can negatively affect a computer system, such as viruses, trojans and other malicious (dangerous) software (Malware). We will not be liable (responsible) for any Loss that you may suffer because of any Malware on the Platform.

- 13.4. We encourage our users to take all the above measures, and all other security measures available to you. In the case where the measures are not adhered to, this may result in unauthorised access to your GetGo profile and the loss or theft of any of your Personal Information as well as any other information that you have utilised the GetGo Platform to process. GetGo shall have no liability to you for the unauthorised access to your account or information, where such unauthorised access was due to no fault of GetGo, and/or any failure by you to act upon any notice or alert that we send to you.
- 13.5. You waive any claim you may have against us for any loss you may suffer if you have not kept your GetGo account, profile, sign-in details, mobile devices or personal computers safe, or if someone else uses your sign-in details or your devices to access your account and information.

14. Our Intellectual Property

- 14.1. We and/or our third-party licensors (as applicable) own and will continue to own the Intellectual Property Rights in and to the Platform.
- 14.2. Even if any content on the Platform is not confidential or there are no Intellectual Property Rights in it, we and/or our third-party licensors (as applicable) own the content and you have no rights in it.
- 14.3. We give you a revocable, non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to use the Platform, which incorporates our and/or our third-party licensors' (as applicable) Intellectual Property, and any updates and/or upgrades to it. You may use the Platform, which incorporates our and/or our third-party licensors (as applicable) Intellectual Property, for the purpose set out in these Terms only and for no other purpose.
- 14.4. The Platform is licensed to you only. You may not grant any rights of use or any other rights in respect of the Platform, the Intellectual Property Rights in it, or any content on it (including content belonging to third parties) to any other person.
- 14.5. You may not in any manner exploit the Platform and any Intellectual Property in it for commercial gain of any nature.
- 14.6. You may not copy, adapt, modify, alter, de-compile, reverse engineer, attempt to derive the source code of, create derivative works of or otherwise attempt to reproduce the Platform, the Intellectual Property in it, its content, its design, any

updates to it, or any proprietary features in or to it, or any parts of it. This prohibition applies to any content belonging to third parties that is found on the Platform.

- 14.7. When you use the Platform you must not violate anyone else's Intellectual Property Rights.
- 14.8. You own all of the content, information and Personal Information that you provide us with, but you grant us a revocable, non-assignable, non-sub-licensable, transferable, non-exclusive licence to use it.

15. User's Personal Information

- 15.1. In order to utilise the GetGo Platform, receive our services and be considered as a Donor, Campaigner or Registered GetGo School, you consent to us collecting, processing, storing and sharing your Personal Information, in order to:
 - 15.1.1. create and manage your profile on the Platform as per sections above;
 - 15.1.2. provide the Platform to you in terms of these Terms, and Conditions which includes sharing your information with our third-party platform and infrastructure service providers, both locally and outside the country where the Platform is provided, in provision of the Platform;
 - 15.1.3. evaluate the documentation and information that you have provided to us so that we can determine whether you qualify as a Donor, Campaigner or legitimate School/Educational Institution;
 - 15.1.4. verify, where lawful and reasonable, from public sources and third parties any documentation or information that you provide to us for any legal, compliance and/or financial purposes;
 - 15.1.5. share your information with any appropriate bodies for legal, compliance and/or financial purposes;
 - 15.1.6. communicate with you via electronic communications (such as email, whatsapp, etc.) with regards to your activity on the Platform, profile or the Platform, and/or conduct any required administrative and business functions;
 - 15.1.7. perform analytics on the Platform, evaluate statistics and identify trends in order to improve the existing Platform and develop new products and services; and
 - 15.1.8. contact you for research purposes relating to the Platform.
- 15.2. If you are unsure about your tax or legal position because your Personal Information is processed in countries other than where you live, you should seek independent advice.

- 15.3. For further information on our privacy practices, how we may collect, process, store and share your Personal Information, and your rights as a data subject, please review our [Privacy Policy](#) on our website.

16. Your Responsibility for Our Loss or Damages

- 16.1. You are responsible for your use of the Platform.
- 16.2. You will be liable or responsible for any Loss that we may suffer because:
- 16.2.1. you breach any of these Terms; or
 - 16.2.2. of any claims against us relating to you using (i) the Platform or (ii) any Intellectual Property Rights in the Platform in an unauthorised way or for any illegal purpose.

17. Disclaimer and Limitation of Liability (Limits Our Responsibility to You)

- 17.1. Information on the Platform is provided "as is" and we will not be responsible for any Loss that may follow if you rely on it.
- 17.2. We are not responsible for any Loss related to your use of the Platform, for any reason, even if we were told that Loss was possible. We are not responsible for any Loss caused by:
- 17.2.1. any technical or other problems (interruption, malfunction, downtime or other failures) which affect the Platform or your access to the Platform;
 - 17.2.2. any Personal Information or other information being lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), a harmful computer program or virus or your own negligence (lack of care);
 - 17.2.3. any failure or problem affecting goods or services provided by any other party, for example, a telecommunication service provider (such as Telkom), mobile network operator, ISP, electricity supplier (such as Eskom) or a local or other authority; or
 - 17.2.4. any event that we have no control over.

18. Changes or Updates to these Terms and Conditions

- 18.1 We may change or update these Terms and Conditions or to the Platform from time to time. The latest version of the Terms and Conditions will apply to you each time you use the Platform.

19. Changing the Platform or Ending these Terms

- 19.1 We may change or discontinue the Platform or any of the services offered by the Platform. If the Platform is discontinued, we will notify you. If the Platform is discontinued, we will not make any personal information publicly available. We may be required to retain personal information as per our statutory, business and/or reporting obligations.
- 19.2 We will store any data securely and this data will only be accessible by authorised persons for legitimate reasons. After a maximum period of five years, this data will be obfuscated.
- 19.3 We are not obliged to store, maintain or provide you with a copy of any content or information that you or a third party has provided us with.
- 19.4 We may limit your use of the Platform, stop you using the Platform or end our relationship with you at any time, and for any reason, including if we:
- 19.4.1 believe or suspect you are using the Platform wrongly or unlawfully (illegally); or
 - 19.4.2 that you have breached these Terms and Conditions; or
 - 19.4.3 must do this for legal reasons.
- 19.5. Termination for any reason will result in the cancellation of your access to and your use of the Platform and the Intellectual Property in it, and you must immediately stop all use of the Platform and the Intellectual Property in it.

20. Dispute Resolution

- 20.1. If you have a complaint about your use of the Platform or these Terms and Conditions, please contact the Contact Centre. If you are not happy with the way the complaint is settled once you have done this, you can approach any South African court of law that has jurisdiction to resolve your dispute.

21. Where Legal Documents and Notices Will Be Sent

- 21.1. We choose the following address for the service or delivery of any legal documents (our domicilium citandi et executandi):

Maharishi Invincibility Institute
9 Ntemi Piliso Street
Ferreiras Dorp
Johannesburg
2107

22. Law Governing Our Relationship

The laws of the Republic of South Africa will govern these Terms and Conditions.