



Website Terms of Use

June 2020 | Version 1.0

1. Introduction

These are the general terms of the relationship between:

- **you** – the website visitor
- and **us** – FunDza Literacy Trust (Registration number: Trust no: IT814/2011, nonprofit number: 095-260-NPO, and public benefit organisation number: 930039651), also known as FunDza, with offices located at 85 Main Road, Muizenberg, Cape Town – the website owner.

The terms cover any use of the website. You agree to be legally bound by the terms by visiting and using this website. Please do not use the website if you do not agree to the terms. You can read our Privacy Policy on our site.

2. Definitions and interpretation

2.1. *Definitions.* In the agreement:

content means stories, essays, blogs and user comments and any other form of writing that we publish or that you submit to us, including audio, video and images.

terms mean the terms, consisting of:

- these terms of use; and
- any other relevant specific terms, policies, disclaimers, rules, and notices agreed to between the parties, (including any that may be applicable to a specific section or module of the website)

website means our website found at live.fundza.mobi and our corporate website www.fundza.co.za, but also includes our Android application (search for "FunDzApp in the Google Play store), application on FreeBasics.com (found at 0.freebasics.com), application on Moya Messenger (datafree with Telkom, MTN, Cell C, Vodacom), business channel on WhatsApp (0600 54 86 76), and the fundza.lite offline site;

we, us, or our means our organisation, the owner of the website and includes our officers, agents, employees, owners, co-branders, and associates where the terms limit or exclude our liability; and

you or your means any visitor to this website, including any other person, website, business, or agent (including any virtual or robotic agent) associated with the visitor.

2.2. *Interpretation.* If the meaning of any general terms conflicts with any other relevant specific terms, the specific terms will apply. Specific terms, such as our competition terms or privacy policy apply to specific sections of the website or have been specifically agreed between you and us.

3. Capacity

You promise that you are entitled to visit this website and agree to the terms because you:

- are at least 18 (or regarded as legally adult), and have the legal right and capacity to do so; or
- are not 18 yet, but at least 13 and have permission from your parent (or legal guardian) to do so.

4. Use of this website

- 4.1. **Right to use the website.** We grant you a right to use this website on these terms. We may cancel your right at any time for any reason. If you use this website in a way that these terms do not allow, your right is automatically cancelled. You give us permission to monitor how you use the website and services for compliance, security and stability purposes.
- 4.2. **Your general use of the website.** You agree that you will generally only use the website to read, comment on content, submit content for us to share, or participate in courses, competitions, and events we may provide to promote reading, writing and language learning in South Africa. You agree that our records are undisputed evidence of your use of the website and the services provided to you.
- 4.3. **Your use of social media platforms.** Where we share content on social media platforms like Facebook (found at: www.facebook.com/FunDzaLiteracyTrust) and Twitter (found at: twitter.com/FunDzaClub), you will use those social media platforms in accordance with these terms and any other terms that those social media platforms impose on you.
- 4.4. **Personal information.** You acknowledge and agree that as part of you using the website, we may process your personal information, and that this will be subject to our separate privacy terms. If you are under 18, you shouldn't post personal information that can be used to contact or identify you unless your parent or guardian has given you permission. We advise you not to post personal contact information on the website, such as your cell phone number, email address or home address. We hold the right to delete such information when we come across it.
- 4.5. **Accurate information.** You promise that you will only give accurate information to us and on the website. You will also only give us information that you are authorised or entitled to share with us. We do not guarantee that content on the website or social media platforms is accurate or complete.
- 4.6. **Registering or creating an account.** Where we require you to register or create an account, you agree to:
- accurately provide us with any information that we ask for;
 - create or have the necessary credentials (such as a username and password) assigned you;
 - look after your credentials and not give them to anyone else; and
 - be responsible for any activity that happens under your account, even if someone else was actually acting under your credentials.
- 4.7. **Connectivity and devices in working order.** You agree that it is your responsibility to obtain the right device (such as a cellphone, desktop computer, or laptop computer), which is also in working order. It will also be your responsibility to establish and maintain a connection to our website or any related social media platform.
- 4.8. **Intercepting communications.** You acknowledge that there may be instances where we have access to your communications, including when you post a comment or respond to other users or visitors of the website or social media platforms. Where this amounts to an interception of communications under the law, you consent to such interception if the law allows it.
- 4.9. **Framing and linking.** You may not frame this website or any of its pages. You may only link to the home page of this website. You may not deep link (link to any other page) or link in any way that could suggest that we endorse or support you, or that you have any rights in our website or intellectual property, unless we have given you written permission to do so.
- 4.10. **Virtual agents.** You may not use any technology (including spiders, crawlers, bots, and similar virtual agents) to search or gain any information from this website, unless we have given you permission to do so.
- 4.11. **Suspension or cancellation of right.** We may immediately suspend, cancel your right, or block you from using the website or any social media platform, claim specific performance or damages against you, and take any other steps the law allows, without affecting our rights, if:

- you breach any of the terms or infringe any other person's rights (including copyright)
- we decide that your use poses a security threat to us or another user other than you; or
- we believe you are using the website for an illegal purpose.

5. Content

5.1. Submitting content to us. You can submit your content for publication in a number of ways on our website. You should always keep a copy of any content you send us.

5.2. Please note:

- Also read clause 6 below for more on your rights in your content (intellectual property).
- If you send us your content it may be edited and uploaded as 'Fanz' writing. This means that it will be marked as 'Fanz' content.
- If you send us Fanz content for publication you will not receive payment if your content is published.
- Our staff may edit all content that is sent to us and may provide authors with feedback on the content.
- We do not have to publish any content you send us.
- If you are quoting from someone else's writing, please name the author and, if possible, send a link to the author or their publisher's website.

5.3. Publisher sending us content. Publishers may send us original writing by authors they represent if they have worldwide publication rights.

5.4. Abusive content. You must not send us any content that is 'hate speech', or that insults, threatens, defames, harasses, bullies or unfairly discriminates against any person or group (for example on the basis of belief, race, sexuality or gender).

Do not send content that is obscene, sexually explicit or violent without good reason (for example as an essential element of a plot).

You are not allowed to possess or send us unlawful content (such as child pornography or bomb threats). We will report you to the police if you do so.

Do not send us any spam, marketing messages, viruses or similar content.

If you think any writing, comment or other content is illegal, offensive or undesirable for other reasons, please report it to info@fundza.co.za and we will investigate.

5.5. Removing content. We believe in freedom of speech and artistic freedom within acceptable limits and are opposed to censorship. We do not have to censor any content that is lawful or content that we are not legally required to remove. You should, however, always respect the rights and feelings of others, and comply with these terms. We reserve the right to refuse content or remove any content we publish, and do not have to give reasons.

We do our best to check (moderate) all content submitted. But we do not have to check all content and are not responsible for content upload by users.

6. Intellectual property

6.1. Ownership. Except as provided to the contrary in the agreement, all rights, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to, or of this website are our sole property or will vest in us or a third-party licensor. All moral rights are reserved.

6.2. Copyright in content you upload. You always own the copyright in your original content that you send us, unless we agree otherwise in writing.

6.3. Rights you give us. By sending us content, you give us a right (permission) to publish the content on the website and on any other platform anywhere in the world, for free. The right includes giving us the

right to publish the content as part of our print publications, anthologies or booklets in association with a print publishing partner, for free. If your content is included in our print publication, we will endeavour to provide you with a copy of the content at no cost. In order to do so, we must have your latest contact details.

- 6.4. **Withdrawing your permission.** Unless we have agreed otherwise in writing, you can withdraw permission by sending an email to writing@fundza.co.za and we will do our best to delete all your content on our website as soon as possible.
- 6.5. **Sending us another person's content.** Do not send or copy any writing or other content by someone else, unless you have their written permission.
- 6.6. **Trademarks.** Our logo and sub-logos, marks, and trade names are our trademarks and no person may use them without our permission. Any other trademark or trade name that may appear on our marketing material is the property of its respective owner.
- 6.7. **Restrictions.** Except as expressly permitted under the agreement, the website may not be:
- modified or used to make derivative works;
 - rented, leased, loaned, sold or assigned;
 - reverse engineered or copied; or
 - reproduced or distributed.

7. Limits to our liability

- 7.1. **Own risk.** We provide the website “as is”. We do not give any express or implied warranty or make any other promise about this website. For example, we do not warrant that it is good quality, fit for any particular purpose, accurate, complete, up-to-date, legally effective or secure. We also do not warrant that it is free of latent defects, errors, malicious software or infringing content, or that you will have uninterrupted use of it.
- 7.2. **Indemnity.** You indemnify (or promise to protect) us against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) related to your access to or use of this website.
- 7.3. **Faults.** We will do our best to fix any fault in this website as soon as reasonably practical after we discover it. This is the limit of our responsibility and liability for any fault in the website.
- 7.4. **Direct damages limited.** If the previous clause does not apply for any reason, our maximum liability to you for all claims for direct damages is R100. This limit applies whether a claim is based on contract, delict (tort) or any other legal cause of action.
- 7.5. **Indirect damages.** We will never be responsible for any indirect or consequential damages or losses, even if we should have foreseen them. These may include any loss of profit, loss of goodwill, loss of use or damages related to lost or damaged data.
- 7.6. **Other websites.** We may, for your convenience, include links to other websites outside of our control. We are not responsible for anyone else's website.

8. General

8.1. Information, complaints and questions

- You may have rights under laws such as the Consumer Protection Act, the Promotion of Access to Information Act, and the Protection of Personal Information Act in relation to your use of the website.
- Please send any requests or questions in terms of any laws to our Information Officer by email to info@fundza.co.za, by fax to 086 619 7713 or by letter to FunDza, 85 Main Road, Muizenberg, 7945, Cape Town.
- If you want to complain or ask about anything, please send written details of the complaint with your name, phone number and email address to info@fundza.co.za or call 021 709 0688.

- We are a small organisation and will attempt to respond as soon as possible. We ask you to please be patient.

- 8.2. **Entire agreement.** The terms are the entire agreement between the parties on the subject.
- 8.3. **Changes to website.** We may change or stop publishing this website without notice and will not be responsible for any consequences.
- 8.4. **Availability.** We will do our best to make the website available at all times, however we cannot guarantee that it will always be available and accept no liability for any resulting loss or consequences. We may occasionally make it unavailable in order to conduct scheduled or emergency maintenance.
- 8.5. **Changes to terms.** We may change the terms at any time by placing a notice on this website or updating this web page. If you do not agree with the change, you must stop using this website or the changed terms will apply to you.
- 8.6. **Facts about website.** If an authorised administrator of this website signs a letter confirming any fact related to the website, that letter is conclusive proof of its contents. These may include the version of the terms that apply to any dispute, or what content or functions the website had at a particular time or date.
- 8.7. **Waiver.** We never waive (give up) our rights, even if we allow you any favour or extension of time, or we delay enforcing our rights against you.
- 8.8. **Severability.** Any term that is invalid, illegal, or cannot be enforced must be regarded as deleted. The remaining terms continue as intended.
- 8.9. **Law and jurisdiction.** South African law and conditions (such as time and date) govern the terms. Only the South African courts may decide any dispute about the terms.