

Introduction to GiveBack with ChatBack

At **ChatBack**, we pride ourselves on caring for our clients. Now we're taking that care a step further to help our community.... Because we know that many small businesses are struggling during this uncertain time. So, we created **GiveBack with ChatBack**, a new initiative from **ChatBack**.

GiveBack with ChatBack is a donations platform that uses WhatsApp. Small businesses and charities can sign up to make use of this new initiative. Signing up is easy and simple... And so is making a donation. We've created this efficient application to help everyone help their community. Because at **ChatBack**, we're all about giving back and helping out.

GiveBack with ChatBack has also been verified by WhatsApp. Customers will know **GiveBack with ChatBack** is a verified number because of the "green tick" next to the name in the Chat application. Remember to never donate or transact with any WhatsApp numbers that do not have the "green tick".

Contributors to GiveBack initiatives will also qualify for our free GetBack with ChatBack benefits which includes access to vouchers worth more than R4 000 from Checkers and Dischem.

Terms of use of GiveBack with ChatBack

1. Thanks for using GiveBack

Welcome to GiveBack and thank you for using the GiveBack with ChatBack WhatsApp application and associated websites. GiveBack with ChatBack is an initiative by Chatfin (Pty) Ltd (registration number 2012/221522/07, and together with our parents, subsidiaries, affiliates, agents, representatives, consultants, employees, officers, and directors — collectively, **GiveBack**, **we**, or **us**). By using the GiveBack with ChatBack application and associated sites and our services (together with the Site, the **Services**), you agree to these contractual rules (the **Terms**).

Sometimes we might change these Terms. We'll do our best to notify you personally of any changes (if we have your details), but in any event we will also inform our community of these changes by posting a notice on the Site.

GiveBack is only for your personal, non-commercial use. GiveBack is for WhatsApp fundraisers (referred to here as campaigns) that collect monetary donations only. Requests

for donations in kind or the offer of rewards for donations are not permitted on the site save for the standard GetBack with ChatBack offers that ChatBack provides to all its clients free of charge.

2. Registration of a campaign for a charity, a campaign for an individual need, or registration of a charity

If you'd like to create a campaign to raise funds for a charity, you can do so here. If you'd like to register your charitable organisation, please send an email to giveback@chatback.co.za with your charity registration and contact details. To create a campaign to raise funds for a small business or another person - not for a registered charity - please send the contact details and the reason for the campaign to giveback@chatback.co.za. We reserve the right to cancel a campaign or charity registration if you don't comply with any of these Terms.

To register a charity, you must be at least 18 years old. A campaign for a charity, small business or an individual can be created by a minor, but funds will only be transferred to a bank account if it is held by a person that is over the age of 18.

GiveBack does not guarantee that a Campaign or a Charity will obtain a certain amount of Donations or any Donations at all. **We do not personally endorse any Campaign, Campaign Organiser or Charity or initiate campaigns ourselves. We expressly disclaim any liability or responsibility for the success of any Campaign, or the outcome of any fundraising purpose.** If you choose to contribute to a campaign or cause, you as the donor must make the final determination as to the value and appropriateness of contributing to any Campaign, Campaign Organiser or Charity. GiveBack does partner with certain causes in order to enhance the marketing of the cause or campaign.

3. Please don't do the following

By using the GiveBack with ChatBack service, you agree that you will not engage in posting:

- content that is harmful to others or may cause reputational harm (this includes posting discriminatory comments, comments which are inappropriate or profane, including but not limited to the distribution of child pornography, comments which constitute hate speech or content that is designed to abuse, stalk, harass or physically threaten other people);
- content that violates any intellectual property laws, including content that is protected by a copyright or a patent;
- content that is misleading, false, or intentionally inaccurate.
- information that is fraudulent in nature;

- banking details of the beneficiary or campaign creator on a campaign page, charity profile page, or anywhere on the GiveBack site.
- content that is illegal, and violates any domestic or international law or content which breaches a legal duty that you owe to other people;
- content which is designed as spam or any other unsolicited mass mailing activity that is distributed without the consent of the recipients; and
- content which in any way threatens the security of the GiveBack network or one of its users' computers, including the distribution of malware, viruses, Trojan horses, or any other harmful piece of software.
- Campaign content that contains the offer of any contest, competition giveaway, sweepstakes, offering monetary or other rewards for donations,
- annuities, investments, equity or lottery contracts, off-shore banking or similar transactions, money service businesses (including currency exchanges, check cashing or the like), pyramid schemes, "get rich quick schemes" (i.e., Investment opportunities or other services that promise high rewards), network marketing and referral marketing programs, debt collection or crypto-currencies;
- credit repair or debt settlement services.
- details of a pending or current legal case which contain content that may be defamatory to the complainant or defendant.

Please refrain from participating in the following activities:

- disseminating other people's private information – when you use the Services — whether as a contributor or charity — you will receive certain information regarding other users of the site, such as their names and their email addresses. Please keep this information private, and use it solely for the purposes of participating in the GiveBack projects. Do not share or distribute any user information without their permission;
- interfering with the working of GiveBack – you may not engage in any activity that interferes with the proper working of the service;
- attempting to obtain personal information of GiveBack or its users – you may not attempt to gain unauthorised access to any data, password, or any other restricted information which belongs to GiveBack, its affiliates, or any user of its site; and
- putting strain on GiveBack's infrastructure – you may not engage in any activity that places a disproportionately large load on the infrastructure of GiveBack or its affiliates.

4. Contract between Charity and Contributor

GiveBack provides a funding platform for charities and charitable projects. When someone publishes a charitable project on GiveBack, they invite other people to form a legal contract with them. Anyone who contributes to a charity (a donor) is accepting the charity's offer, and forming that contract.

GiveBack is not a part of this contract — the contract is a direct legal agreement between charities and their contributors. Here are the terms that govern that agreement:

- When a project is successfully funded, **the charity must use the funds for the purpose advertised**. Once a charity has done this, it has satisfied its obligation to its contributors.
- Throughout the process, **charities owe their contributors a high standard of effort**, honesty, transparency and a commitment to achieving the advertised goals of that charity.
- Contributors must understand that **there could be delays** in a charity achieving what it has set out to do.
- A donation is an irrevocable and unconditional act and, once a donation has been made using the Services, **the contributor is not entitled to a refund** unless the relevant charity agrees to the refund and special arrangements are made directly with the charity. Once a charity has refunded the contributor it has no further obligation to that contributor, and no further agreement exists between the two parties.
- GiveBack is not responsible for the fulfilment of the promises made by charities.
- If charities are unable to satisfy the terms of their agreement, they may be subject to legal action by contributors.
- When donating to a campaign for a charity, the charity will receive certain information such as donor names and email addresses. It is the charity's responsibility to keep this information private, and use it solely for the purposes of participating in the GiveBack projects. Do not share or distribute any user information without their permission.

5. Contract between beneficiaries of individual or small business campaigns and Contributor

Individual campaigns are fundraisers for a person or group that is/are not affiliated with a registered charity. While every effort will be taken to 'vet' campaigns for individuals, GiveBack ultimately cannot warrant that your donations will be used for any particular purpose and shall not be responsible for any dissatisfaction you may have regarding the recipient individual's use of any donation you may make through the website or for any misuse or non-use of such donations by the recipient individual cause.

After donations are made, all further dealings are solely between the donor and such recipient. GiveBack shall have no liability to donors whatsoever for any use or misuse of donations made to a GiveBack campaign. This is because GiveBack cannot guarantee that recipients will use funds for advertised purpose.

It is your sole responsibility, as a user of the service, is to ensure that the cause stated to be supported on a relevant GiveBack chat is one that you wish to support.

6. Vetting of Individual and Small Business Campaigns

Individual and Small Business campaigns are not automatically created or accommodated on the platform. Each campaign will be reviewed based on content provided by the Organizers of the campaign.

Campaign Organizers must register using their true identities, including their name and any image or video purporting to depict the Campaign Organizer or the beneficiary of such campaign on the email previously provided.

GiveBack takes integrity of individual campaigns seriously and will endeavour to ensure there is sufficient evidence for the legitimacy of campaign content. To this end, there are criteria in place that need to be met before a campaign is activated on the platform.

We reserve the right to decline campaigns based on the following criteria:

- insufficient supporting information and/or campaign copy. This includes but is not limited to a lack of appropriate contactable references or supporting documentation that can be used to verify the campaign 'cause' at any stage of the process.
- Monetary targets that are not proportionate to the cause as stated in the campaign copy
- Campaigns that are raising funds for investment, speculation, or gambling.
- Campaigns that offer rewards or entry into a competition/raffle
- Campaigns that display inappropriate images or images subject to copyright

7. What we do and don't do

- Responsibility for using donation money as advertised rests entirely with the charity or campaign creator.
- We charge our fees before putting funds into a campaign organizer or charity's account. We (and our payment partners) will subtract fees and banking charges before transmitting the proceeds of a campaign.

- **We don't verify the identity of the charities on the Site or whether charities are using monies received for a legitimate purpose** – this is your responsibility as a contributor!
- We don't independently verify whether the charities hosted on the Site have section 18A status in terms of the Income Tax Act, 1962. This is something that contributors are responsible for checking with a charity before donating. As such, GiveBack does not guarantee that donations to charities will be tax deductible.
- If you are a charity or campaign creator, don't assume that you'll be able to immediately collect your funding and don't take any actions in reliance on collecting any donations until the money is put into your account.
- We don't become involved in disputes between users, or between users and any third party relating to the use of the Services. GiveBack will, however, investigate charity profiles or campaigns should we receive 2 or more complaints in writing about the charity or campaign.
- GiveBack doesn't endorse any content that users submit to the Site.
- The Site may contain links to other websites (which we do not necessarily endorse). When you access these websites, you do so at your own risk.

8. Our Fees/Administrative Costs

- GiveBack administrative cost for registered **non profit organisations** = 4% + VAT = 4.6%
- GiveBack administrative cost for **individual and small business campaigns** = 5% + VAT = 5.75%

The transaction fee covers the cost of the financial services we provide. Including, the banking & payment gateway fees, the vetting of the campaigns, setup of campaigns on ChatBack and the post campaign administration and tracking of campaigns.

- Payfast payments = 5%
- SnapScan payment = 5%

Funds are collected from the 1st – 30th of each month and paid out to the respective organisations on the 10th of the following month subject to minimum collection amount of at least R5000.

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9. Intellectual Property

GiveBack will not be liable for any mistakes or omissions that appear on collateral of campaign organizers or charity's. As a recipient you are also responsible for ensuring that the content that you post does not violate any the rights of third parties, or any copyright.

GiveBack does not become the owner of the content that you post on your collateral. However, GiveBack does require some control and understanding over your content in order to perform the services.

The Services are legally protected by copyright, intellectual property rights and other rights and laws. You are obliged to respect GiveBack's protections at all times. Content that appears on the GiveBack applications or sites, whether its own content or content generated by its users, may be used and reproduced by you for personal use only. You may not use any content that appears on the GiveBack applications or sites for commercial gain, without prior permission from the relevant copyright holder.

"GiveBack", "ChatBack", "ChatBack.co.za", "Chatfin" and the GiveBack with ChatBack logo are protected under trademark registration and any unauthorised use of these marks is prohibited. Copyright subsists in all of the material on this application and sites, all copyright vests in Chatfin (Proprietary) Limited, trading as GiveBack with ChatBack.

GiveBack's intellectual property policy is informed by the Trade Marks Act 194 of 1993 and the Copyright Act 98 of 1978. We reserve the right to delete all content which infringes the provisions of these two Acts.

10. Our Rights

GiveBack reserves the right:

- to make changes to sites and services without notice or liability.
- to decide who's eligible to use GiveBack. We can cancel accounts, decline to offer our Services and can change our eligibility criteria at any time. If anything relating to our sites or services is prohibited by law where you live, then we revoke your right to use GiveBack in that jurisdiction;
- in the event that any system or programme maintenance of any sort is required, to suspend services until such time as these have been completed;
- to cancel any pledge to any project, at any time and for any reason; and
- to reject, cancel, interrupt, remove, or suspend any project at any time and for any reason.
- to redistribute funds that have not been claimed after a 12 month period, to be used to further the charitable aims of GiveBack.

GiveBack is not liable for any damages as a result of any of these actions, and it is our policy not to comment on the reasons for any such action.

Furthermore, if you are a charity and we have already deposited funds into your account and a donation is subsequently reversed by one of our payment partners (for example, in the case of a charge-back) then we are entitled to claim the reversed amount back from you for a reasonable period after the reversal/charge-back.

11. Disclaimer, Indemnity and Limitation of Liability

You use the Services solely at your own risk. They are provided to you without warranty of any kind, whether express or implied.

If you do something that results in us getting sued, or if you break any of the promises you make in these Terms, you hereby indemnify us and agree to defend and hold us harmless from all liabilities, claims, and expenses (including reasonable attorneys' fees and other legal costs) that arise from or relate to your use or misuse of the Services.

In no event will GiveBack (or our directors, employees, partners, suppliers, or content providers) be liable for damages of any kind, including but not limited to damages (i) resulting from your access to, use of, or inability to access or use the Services; (ii) for any lost profits, data loss, or cost of procurement or substitute goods or services; or (iii) for any conduct of content of any third party on or in connection with the Site (including hackers or employees/agents of GiveBack acting beyond the scope of their authority). In no event shall our liability for direct damages be in excess of (in the aggregate) one thousand Rand. By using the Services, you release GiveBack from claims, damages, and demands of every kind — known or unknown, suspected or unsuspected, disclosed or undisclosed — arising out of or in any way related to such disputes and the Services.

12. Dispute Resolution and Governing Law

In the event that you have any complaints or believe that we have caused you any loss or harm, please contact us at giveback@chatback.co.za first before resorting to legal action.

In the unfortunate situation where legal action does arise, these Terms (and all other rules, policies, or guidelines incorporated by reference) will be governed by and construed in accordance with the laws of South Africa, and you consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Johannesburg Division, Johannesburg in any dispute arising from or in connection with these Terms.

13. The Boilerplates

These Terms constitute the entire agreement between you and GiveBack with regard to the Services. Neither you nor GiveBack will have any claim or right of action arising from any undertaking, representation or warranty not included in these Terms.

No agreement to vary, add to or cancel these Terms as they specifically apply to you will be of any force or effect unless recorded in writing (which doesn't include email) and signed by or on behalf of both you and GiveBack.

If any provision of these Terms is rendered void, illegal or unenforceable under any law of any jurisdiction (provided the provision isn't vital to the proper understanding of these Terms), the validity, legality and enforceability of the remaining provisions should not in any way be affected and the legality, validity and unenforceability of such provision under the law of any other jurisdiction are not in any way affected or impaired.

These Terms are personal to you and you can't cede any rights that you may have against us, or delegate any obligations you owe to us, unless you have our prior written consent. There may, however, be circumstances where we need to cede our rights against you or delegate our obligations owed to you to third parties (for example, if we undergo a corporate restructure). These Terms constitute your prior consent to such cession and delegation. If we do cede our rights or delegate our obligations, we do undertake to notify you of this by email, or by posting a notice on the Site.

Well done and thanks for reading these Terms...and welcome to GiveBack with ChatBack!