

Website Terms and Conditions

Effective Date: 8 July 2025

This website ("Website") is owned and controlled by ShopDonation ZA. If you use this Website you agree to the terms and conditions ("Terms and Conditions") set out below. These Terms and Conditions apply whenever you access the site, regardless of whether it is by telephone, computer or other device.

You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions.

Users must not use this site for any purpose or in any way which is contrary to law.

We may amend all or part of the Terms and Conditions at any time. If we do, the new Terms and Conditions will be published on the Website with the effective date. Your subsequent or continued use of the Website will constitute your acceptance of any changes.

Definitions

For the purposes of these Terms and Conditions:

- **"ShopDonation"** refers to the operator and owner of the Website.
- **"Website"** refers to the online platform accessible via www.shopdonation.co.za, including all services, pages, and functionalities.
- **"User"** refers to any individual or legal entity that registers for or uses the Website, including but not limited to consumers, retailers/webshops, and charities/nonprofits. All Users must accept these Terms and Conditions to access the services provided by the Website.
- **"Retailer"** or **"Webshop"** refers to any third-party commercial entity offering goods or services through affiliate links on the Website.
- **"Charity"** or **"Nonprofit"** refers to any organization, group, or individual, whether or not officially registered with competent authorities, listed on the Website as a beneficiary of donations.
- **"Affiliate Link"** refers to a unique hyperlink provided through an affiliate program that tracks purchases and commissions.
- **"Commission"** refers to a percentage of a qualifying purchase paid to ShopDonation by the Retailer.
- **"Donation"** refers to the portion of the Commission allocated to a selected Charity.

Nature of Service

ShopDonation.co.za is a shop-donation platform that allows users to support Charities or Nonprofits of their choice by shopping through Affiliate Links to third-party Retailers or Webshops. We are not a seller, distributor, or representative of the Retailers or Charities listed on the site.

Services and purchases

By ordering/purchasing a service or product through this Website, you support one of the Charities or Nonprofits. We act as an affiliate marketing Website, which means that we receive a Commission for each qualifying purchase from a Retailer who has achieved sales through our Website.

Our system facilitates the Donation amount shown on the Website, which is intended for the Charity, and the entire process is transparent and displayed on our Website and can be monitored and verified on our Website. Our Website transfers the mentioned Donation amount to the Charity only if it really receives a Commission. We do not assume any liability in the 100% accuracy of the published purchase information, since cancellation, stopping or delaying in the above transactions can occur. Furthermore, after making the purchase, you do not have any subsequent rights in terms of controlling or managing assets intended for the Charity.

When the Charity (project) is registered on our Website, it will automatically be placed on all websites under the SHOPDONATION franchise. In this way, the Charity will be able to receive income from multiple countries. Each Charity will be able to generate a unique international SHOPDONATION link and the visitor/customer will be able to choose in which country to make the purchase.

Please note that we do not own or control Retailers and Charities that are presented on our Website, therefore, we take no responsibility for the products, services or activity they provide.

Funds for the Charity are transferred every 3 months and only if they exceed the amount of R300. If these funds do not reach the amount of R300, they are retained until the expiration of the new 3-month period waiting for the R300 limit to be reached. In the event that the purchase is cancelled, suspended or delayed for any reason, ShopDonation will not receive Commission so there will be no transfer to the Charity.

The Charity (project) may be cancelled by us or by the Charity itself, and afterwards all obligations that ShopDonation have are terminated and all information about the Charity (project) on this website will be deleted.

ShopDonation retains a portion of the Commission to cover administrative and operational costs, and to support its own commercial activities and business operations. Details may be found on the Website or made available upon request.

Intellectual Property

For the purposes of these Terms and Conditions, "material" means material including, but not limited to text, video, graphics and sound material published on this site, whether Intellectual Property of ShopDonation or a third party.

You must not, for any commercial purpose, reproduce any material or information on this site, or transmit or store it in any other application or website, or disseminate any part of it in any other form (unless you obtain our prior written permission to do so).

All intellectual property in relation to material on this site belongs to ShopDonation or its licensors, advertisers or affiliates. You obtain no interest in that intellectual property. All material or information on this site is protected by South African laws, international copyright and other intellectual property laws. You may not do anything which interferes with or breaches those laws or the intellectual property rights in the content.

Disclaimers & Limitations

While we make every effort to ensure that all material or information displayed on the site is accurate and complete, we provide the content for informative purposes and on an 'as is', 'as available' basis only without warranties of any kind either expressed or implied. To the fullest extent permissible pursuant to applicable law, ShopDonation disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of satisfactory quality, merchantability or fitness for a particular purpose, compliance with description, or the warranty of non-infringement.

ShopDonation will have no responsibility or liability in relation to any loss or damage that you incur, including damage to your software or hardware, arising from your use of or access to this website.

This Website may include content, information, or materials provided by third parties, which are subject to such third parties' own terms and conditions of use. ShopDonation does not control, endorse, or assume any responsibility for such third-party content and makes no warranties or representations regarding its accuracy, completeness, or legality. To the maximum extent permitted by applicable law, ShopDonation disclaims all liability for any loss or damage arising from your use of or reliance on any third-party content accessible through this site. Nothing on this website shall be construed as granting any license or right for you to use such third-party content or information.

This site may include links to third party sites which are not related to ShopDonation and in relation to which ShopDonation has no control. The appearance of those links on this site does not indicate any relationship between ShopDonation and that third party or any endorsement by ShopDonation of that third party, its site or the products or services.

Retailers and Charities act for themselves and cannot establish any obligations or responsibilities on behalf of ShopDonation.

We shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond our control.

You may not use this Website for any of the following purposes:

- Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, otherwise objectionable material;
- Making, transmitting or storing electronic copies of the materials protected by Intellectual Property rights without the permission of the owner.
- Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or codes of practice;
- Gaining unauthorised access to other computer systems;
- Interfering with any other persons or organisations use of this Website;
- Breaching any laws concerning the use of public telecommunications networks;
- Interfering or disrupting networks or websites connected to this Site;

Indemnity

You agree to fully indemnify and hold us unaccountable for any expenses, costs, loss or damage that ShopDonation may suffer or incur as a result of or in connection with your use of, access to or conduct in connection with the website, including any breach by you of the Terms and Conditions.

Notice and Takedown Procedure

9.1 ShopDonation respects the intellectual property rights of others and expects its users to do the same.

9.2 If you believe that any content on the Website infringes your intellectual property rights, you may submit a written notice to us that includes the following:

- A description of the copyrighted or protected material and the basis of the claim.
- The URL or exact location of the allegedly infringing material.
- Your name, address, email, and phone number.
- A statement that you have a good faith belief that the use is not authorized by the rights holder or the law.
- A statement, under penalty of perjury, that the information in your notice is accurate and that you are the rights holder or authorized to act on their behalf.

9.3 Notices can be sent to: kirstyn@shopdonation.co.za

9.4 Upon receipt of a valid notice, we will promptly investigate and, if appropriate, remove or disable access to the infringing material.

Charities and Nonprofits

Charities listed on the Website may be subject to verification by ShopDonation.

ShopDonation reserves the right to reject or remove any Charity at its sole discretion and without notice.

ShopDonation does not guarantee a minimum donation amount to any Charity.

ShopDonation does not assume any responsibility or liability for the actions, statements, representations, content, use of funds, or conduct of any Charity or Nonprofit organization listed on the Website.

Charities are solely responsible for ensuring that their activities and representations are truthful, lawful, and in compliance with all applicable regulations.

ShopDonation shall not be liable for any damages or losses resulting from a Charity's misrepresentation, misuse of funds, or fraudulent activity, including but not limited to impersonation or submitting false credentials or documentation.

Retailers and Webshops

Retailers and Webshops listed on the Website are third-party entities and must comply with all applicable laws and the terms of their respective affiliate programs.

ShopDonation reserves the right to reject, delist, or remove any Retailer or Webshop from the Website at its sole discretion and without prior notice.

ShopDonation does not guarantee the availability, accuracy, or quality of goods or services offered by any listed Retailer or Webshop.

No Agency or Partnership

Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between ShopDonation and any User, Retailer, or Charity. ShopDonation acts solely as an independent intermediary.

Disclaimer of Endorsement

ShopDonation does not endorse, recommend, or guarantee any Retailer, product, service, or Charity listed on the Website. Inclusion on the Website does not constitute an endorsement or verification of legitimacy. Users are responsible for conducting their own due diligence.

Severability

If any provision of the Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms and Conditions, which shall remain in full force and effect.

Force Majeure

ShopDonation shall not be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, government actions, wars, pandemics, labour disputes, cyberattacks, or technical failures.

Applicable law

These Terms and Conditions shall be construed in accordance with and governed by the laws of the state of the South African Republic. You consent to the exclusive jurisdiction of the courts in the South African Republic to determine any matter or dispute which arises under the Terms and Conditions.

The Site is owned and operated by ShopDonation ZA, whose registered office is at 3 Dipidax Road, Cape Town, South Africa.