

Phepha uFunde WEBSITE TERMS OF USE

INTRODUCTION

This website (phephaufunde.org.za) is governed and operated by the Phepha uFunde project, which is funded by Solidarity Fund and the Zenex Foundation hereinafter referred to as **“Solidarity Fund and the Zenex Foundation, us, our, we”**.

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No person, business or website may frame this website or any of the pages on this website in any way whatsoever.

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For information about our data protection practices, please read the Privacy Policy. You agree that we may process your personal information in accordance with this Privacy Policy.

INDEMNITY

To the extent permitted by law, you indemnify and hold us harmless against all and any loss, liability, actions, suits, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with your use of the information and/or images available on this website or a breach by you of any provision of these terms or a breach by you of any applicable laws regarding use of this website.

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FEEDBACK AND COMPLAINTS

Should you wish to contact the Solidarity Fund and the Zenex Foundation with any queries, comments regarding this website, please send an email to

Any complaints can be sent to the same email address above but must be marked for the attention of “Legal”. We will investigate the complaint on receipt of a complete and properly formulated complaint notice and will take appropriate action where it deems necessary.

GENERAL

These terms, including our Privacy Policy, constitute the sole record of the agreement between you and the Solidarity Fund and the Zenex Foundation in relation to the subject matter hereof. Neither you nor the Solidarity Fund and the Zenex Foundation shall be bound by any express tacit nor implied representation, warranty, promise or the like not recorded herein. These terms supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and the Solidarity Fund and the Zenex Foundation in respect of the subject

matter hereof. No indulgence or extension of time which either you or the Solidarity Fund and the Zenex Foundation may grant to the other will constitute a waiver of or, whether by estoppels or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.

the Solidarity Fund and the Zenex Foundation shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms.

All provisions of these terms are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these terms which is or becomes unenforceable for any reason whatsoever, shall, only and only to the extent that it is so unenforceable, be treated as non-existent and the remaining provisions of these terms and conditions shall remain in full force and effect.

These terms shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to exclusive jurisdiction of the Western Cape High Court, Cape Town, in respect of any disputes arising in connection with the service/s referred to herein, or the terms or any matter related to or in connection therewith.

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