

Forgood's Terms and Conditions

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1. INTRODUCTION

- 1.1. *forgood* is a social networking platform that aims to connect, inform and inspire South Africans to change South Africa for good ("the platform").
- 1.2. The use of the platform is for the benefit of the users and the ultimate good of South Africa and is free of charge to you, the user.
- 1.3. The terms set out below govern the relationship between you ("the user") and *forgood*. By using or accessing *forgood* you agree to abide and be bound by the Terms and Conditions below.

2. VALUES

- 2.1. *forgood* should be used in accordance with the platform's values, and for the improvement and good of South Africa. If *forgood*, in its sole discretion, is of the view that any user(s) is not abiding by these values and goals in any form (including, but not limited to, any content, news story, activity or group), *forgood* reserves the right to suspend or delete a section of or the full profile of that user.
- 2.2. *forgood's* values are based on the values of the Christian faith. **A user of this platform is in no way obligated to follow this religion**, but users should be aware that these are the values against which *forgood* may assess the suitability of any content for the platform.
- 2.3. In light of the above, by joining *forgood* you commit to only adding content and using the platform in a manner that is in the spirit of the platform.

3. ACCOUNT TERMS AND SECURITY

- 3.1. You must be a natural person or a person representing an organisation or company, and provide a valid email address on sign up. Accounts registered by 'bots' or other automated methods are not permitted and will be deleted.

- 3.2. You will not create an account for a group or organisation unless you are expressly authorised to do so on behalf of the aforesaid group or organisation.
- 3.3. You will not provide false information regarding yourself, the group and/or the organisation.
- 3.4. You are responsible for maintaining the security of your account and password.
- 3.5. You will not do anything to jeopardise the security of your account.
- 3.6. *forgood* cannot and will not be held liable for any loss or damage suffered by you or any third party arising from your failure to comply with this security obligation.
- 3.7. *forgood* will send emails to you in order to keep you updated on news, activities and any other updates. Email security remains your sole responsibility. *forgood* will not be liable for any interference with your account caused by email hacking.
- 3.8. Technical support on use of the platform is only available to registered members of *forgood* and is accessible via the Feedback link at the end of all pages on the platform.

4. COMMITMENT BY USER

- 4.1. By using or accessing *forgood*, you commit and undertake to the following:
 - 4.1.1. You will not post or add any content that contravenes the spirit of the platform.
 - 4.1.2. You will not transmit any worms, viruses and/or other codes of a destructive nature.
 - 4.1.3. You will not upload, post, host, or transmit unsolicited email, SMSs, or 'spam' messages.
 - 4.1.4. You will not in any way use the platform to bully, intimidate or harass any user or any other third party.
 - 4.1.5. You will not post any content that is hateful, threatening, pornographic, inciting or promoting gratuitous violence of any nature.
 - 4.1.6. You will not use *forgood* to perform or promote any act that is unlawful, misleading, malicious or discriminatory.

4.1.7. You will not do anything that may disable, override or impair proper working of *forgood*.

4.1.8. You will not post content, take or mobilise action using *forgood* that infringes or violates any person's rights or the laws of any jurisdiction.

4.1.9. You will not use the site for any illegal or unauthorised purposes.

4.1.10. You will not break any laws in any jurisdiction, including but not limited to any Intellectual Property laws.

4.1.11. You will not abuse or threaten to abuse any third party or user of the platform whether verbally, physically or in writing.

4.2. Failure to abide by or breach of any of the above commitments, as determined by *forgood* in its sole discretion, will result in immediate termination of your account.

4.3. Furthermore, you agree that you are solely responsible and that *forgood* is not liable to you or any third party for any breach of your obligations under these Terms and Conditions and for any consequences (including any loss or damages which you or any third party may suffer) arising as a result of such breach.

5. CONTENT PROVIDED BY YOU

5.1. You will not upload content which you do not have permission to do so, including but not limited to, images and text in breach of any copyright or other Intellectual Property laws.

5.2. *forgood* reserves the right, but not the obligation to pre-screen content, in its sole discretion, refuse and/or remove any content that is provided by you. *forgood* also has the right at its sole discretion to edit and/or refuse to distribute any such content.

5.3. You will retain ownership of all copyright and other Intellectual Property rights in and to the content and information you post on the platform. However by submitting, posting or distributing the content on *forgood*, you grant to *forgood*, the non-exclusive, transferable, royalty-free, sublicenseable, worldwide license to use any of your content in any manner whatsoever on and in connection with *forgood*. This license shall end when your account is removed from the platform provided that such content and information was not previously shared with other users whose accounts still remain active on *forgood*.

5.4. *forgood* is entitled to make whatever technical changes to your content or information as may be necessary in order to comply with whatever technical requirements there may be for purposes of encrypting, transmitting or distributing the content through any means or devices.

5.5. You are responsible and remain liable to *forgood* or any third party in the event of any damage or negative consequences arising as a result of the content posted and activity that occurs under your account, even when content is posted by others who may be sharing your pages.

5.6. *forgood* shall not be liable to you or any third party for any consequences or loss incurred as a result of any reliance on the completeness and accuracy of any information or content posted on the site by you or any user.

6. CONTENT PROVIDED BY *FORGOOD*

6.1. *forgood* shall remain the full title owner of any and all rights associated with any content which it makes available on the platform. You are only entitled to use this content or information for purposes strictly associated with the platform on the terms and conditions set out herein.

6.2. You will not use any of *forgood's* logo's, trade names, trademarks, domain name and/or any of its distinct features for any purpose other than as anticipated in the platform without *forgood's* express permission.

6.3. *forgood* shall not be liable to you or any third party for any consequences or loss incurred as a result of any reliance on the completeness and accuracy of any information or content posted by *forgood*.

6.4. You may not (or permit anyone else to) copy, modify, create derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the *forgood* software or any parts thereof, unless expressly authorised by *forgood* in writing.

7. USER PERSONAL INFORMATION

7.1. Your personal details, such as your name, email address and contact details will not be distributed to any third parties, unless you have given your express consent to do so. **If you joined *forgood* via a specific campaign, then your personal details, such as your name, email address and contact details will be made available to that campaign for the purposes of notifications sent out by that campaign.**

7.2. *forgood* may provide social data i.e. typical user profile and/or user patterns, to third parties either for advertising purposes or for the provision of services by *forgood* or by those third parties.

8. CANCELLATION AND TERMINATION

8.1. You can at any time request that your account be cancelled. In the event of this, all of your content will be deleted from your account within a period of at least 5 business days.

8.2. Notwithstanding this, your content or any parts thereof may still be available elsewhere in the platform to the extent that you shared or distributed it to other users prior to cancellation.

8.3. *forgood*, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the platform, or any other *forgood* service, for any reason at any time. Such termination will result in the deactivation or deletion of your account or your access to your account, and the forfeiture and relinquishment of all content within your account.

8.4. *forgood* shall be entitled at any time to cease to offer or at any time terminate all of its services through the platform at its sole discretion.

9. LIMITATION OF LIABILITY

9.1. Your use of the site is at your sole risk. The service is provided on an 'as is' and 'as available' basis.

9.2. *forgood* does not warrant that:

9.2.1. the platform will meet your specific requirements;

9.2.2. the platform will be uninterrupted, timely, secure, or error-free;

9.2.3. the results that may be obtained from the use of the platform will be accurate or reliable;

9.2.4. the quality of any products, services, information, or other material obtained by you through the platform will meet your expectations; and

9.2.5. any errors in the platform will be corrected.

9.3. Although *forgood* will use its best endeavours to pre-screen any information or content posted on the platform, there may be content or information posted by other users which you may find offensive or objectionable. You hereby acknowledge that you use the

platform at your sole risk in this regard and *forgood* will not be held liable for any direct, indirect, incidental, special, consequential or exemplary damages arising therefrom.

10. GENERAL LEGAL CONDITIONS

- 10.1. These terms are between you and “*forgood*” (us / we) which shall refer to The Mass Media Project, a section 21 company trading as Heartlines with registration number: 2002/003520/08 or any of its subsidiaries, affiliate or any other entity which takes over the ownership of the *forgood* business in the event of sale or change of control or ownership of Heartlines and/or *forgood* in future.
 - 10.2. These Terms and Condition represent the whole legal agreement between you and *forgood* and govern the terms of use of the platform and replaces any previous terms that may have been previously entered into.
 - 10.3. You agree that should *forgood* not exercise any right which it may have in accordance with these terms or any law; this non-action shall not constitute a formal waiver of *forgood*’s rights and /or remedies. These shall remain available to *forgood* at its discretion.
 - 10.4. Should any part of these Terms and Conditions be unenforceable for any reason whatsoever, this shall not affect the enforceability of the remainder of these Terms and Conditions which shall continue to be of force and effect.
 - 10.5. *forgood* reserves the right, in its sole discretion, to bring proceedings against any user it deems to be in breach of the above-mentioned Terms and Conditions.
 - 10.6. This Agreement shall be governed by and interpreted in accordance with the laws of the republic of South Africa.
 - 10.7. You agree to submit to the exclusive jurisdiction of the courts of the Republic of South Africa to resolve any legal matters arising from these Terms and Conditions. Notwithstanding this, *forgood* shall be entitled in its sole discretion to apply for an urgent interdict or other similar remedy in any jurisdiction.
 - 10.8. *forgood* shall be entitled to make changes to, amend and/or update the Terms and Conditions at any time. Should *forgood* do this, it will post a notice of such amendment on the homepage for a period of 7 days and accordingly post the updated copy of the Terms and Conditions in the footer section of the platform. Your using or in any way accessing *forgood* post the date of the amendment shall be an indication of your acceptance to be bound by the revised Terms and Conditions.
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