

TERMS OF SERVICE AGREEMENT

Charities

Welcome to the Animal Friends Forgood Charity Platform.

<http://animalfriendsgivingback.co.uk>

Please read the following Terms of Service Agreement before utilising the Platform. Use of the Platform indicates that you have understood and agree to be bound by the terms and conditions of this Agreement.

Animal Friends may amend this Agreement at any time. All amended terms shall be effective automatically and immediately upon the posting of the revised Agreement and any subsequent activity in relation to the Platform shall be governed by such amended terms and conditions of usage.

Use of the Platform confers agreement with these Terms of Service.

Enquiries: info@animalfriends.co.uk

Introduction

We value each Charity as part of actively contributing to the achievement of our vision. We are committed to the development, motivation and the promotion of sound business practices in order to build and sustain the integrity of the Animal Friends brand and forgood.

The Platform is operated by Animal Friends Insurance (AFI), a company limited by guarantee, registered in England and Wales, company registration 3630812 and forgood, and enables Users to volunteer their time, skills or donate goods to Charities who require such assistance.

Definitions

The following definitions apply to this document:

- a) **“Animal Friends”** means Animal Friends Insurance Services Limited, a company registered in England #3630812, VAT #975288368), authorised and regulated by the Financial Conduct Authority, Financial Services Register No. 307858.
- b) **“Charity”** means the non-profit organisations who have registered on the Platform in order to fulfil a Need by receiving a donation from a User/s or allowing a User/s to provide time or a specific skill to fulfil such Need.
- c) **“Customer”** means collectively the Policyholder.
- d) **“forgood”** means forgood Social Network (Pty) Ltd, Registration Number 2011/007392/07 and VAT Registration Number 4150262642 together with its successors in title and assigns, a private company duly incorporated according to the laws of South Africa.
- e) **“Animal Welfare Supporter”** means any person that is a supporter of animal welfare.
- f) **“Need”** means a request for assistance from a Charity in the form of requiring Users to volunteer either their time, skills or donate goods in order to meet an immediate or ongoing concern.
- g) **“Offer”** shall mean an advertisement offering goods, services or other relevant items from a Charity to a User.
- h) **“Policyholders”** means the holders of insurance policies with Animal Friends.

- i) **“Platform”** means the forgood digital platform that provides an exchange of information in regard to social good, and connects, informs and inspires Users to assist Charities.
- j) **“Staff”** means any natural person employed by Animal Friends.
- k) **“Users”** means the end-users of the application, including Staff, Policyholders and Animal Welfare Supporters each with distinct login credentials that includes a valid and authorised email address who wish to donate, volunteer, or become involved in the social sector.
- l) **“User Agreement”** means the Terms of Service and the Privacy Policy which contain terms and conditions that regulates the end-users’ conduct found on the Platform.

Registration and Creation of an Account

1. In order to register on the Platform, please note Charities are vetted by AFI. Charities are then required to submit documentation as part of their registration process.
2. Upon registration of an account, you create your logon credentials which you undertake not to disclose to any third party so as to ensure the security of the account. Security of your logon credentials is your responsibility and Animal Friends and forgood disclaims all liability with regard thereto. You will notify Animal Friends immediately of any unauthorised use of the account or any other breach of security by emailing data.protection@animalfriends.co.uk.

Permitted Use of the Services

1. Charities are allowed to advertise an Offer or a Need on the Platform in order to provide information to Customers who are able to respond by making a goods donation or providing a skill or time to fulfil an opportunity. Charities and Customers correspond directly with each other in this regard.
2. All acceptances of volunteer and goods donation opportunities and any other terms and conditions that apply to such interactions, are solely between Charities and Customers, that the Charity chooses to deal with.
3. Charities acknowledge that Animal Friends will not be responsible or liable for any loss, cost, damage, or other liability of any sort incurred as the result of any usage of the site or the usage of or reliance on information on it, or any interactions, or as the result of the presence of such parties on the Platform and hereby irrevocably waive any claims against Animal Friends arising from or related to your relationship with another User – including all Charities and Customers.
4. Charities agree fully to indemnify Animal Friends and keep Animal Friends fully indemnified against all costs, expenses, claims, losses, liabilities or proceedings arising from misuse by such Charities Users of the Site, or from any breach of these terms and conditions relating to misuse of the Site.
5. Animal Friends do not guarantee that any organisation will register any appropriate volunteering or goods donation opportunities, or that any organisation will interview or recruit any volunteer to carry out such opportunities, or that any suitable volunteer will be available or will meet the needs of any organisation registering opportunities on the Platform.

Applicable Restrictions

Charities agree to the following:

1. Access to and use of the Platform is governed by these Terms of Service.
2. By using or accessing the Platform, you undertake to refrain from the following conduct:
 - a) transmitting any viruses, trojan horses, worms, time bombs, or cancelbots and/or other codes or malware of a destructive nature. This includes not interfering with the operation of any of the tools, scripts, routines or codes of the Platform and/or the services, including by using any software, routine or device that will or may interfere with the tools, services and/or website, such as viruses, trojan horses, worms, time bombs, or cancelbots and/or other codes or malware of a destructive nature.
 - b) intercepting any data or personal information of any User or third party transmitted on or via the Platform.
 - c) uploading, posting, hosting, or transmitting unsolicited email, SMSs, or 'spam' messages.
 - d) using the Platform to bully, intimidate or harass any User or any other third party.
 - e) posting any content that is objectionable in any regard, including without limitation any content that is hateful, threatening, pornographic, inciting or promoting violence of any nature.
 - f) using the Platform to perform or promote any act that is unlawful, misleading, malicious, defamatory, or discriminatory.
 - g) performing any action that may disable, override or impair the efficient and/or proper operation or working of the Platform and/or the website.
 - h) posting content, taking or mobilising action using the Platform in a way that infringes or violates any person's rights or the laws of any jurisdiction.
 - i) submitting content containing marketing or promotional material which is intended to solicit business; upload, post or in any other way transmit information which you are not authorised to transmit.
 - j) utilising the Platform for any illegal or unauthorised purposes.
 - k) violating any laws in any jurisdiction, including but not limited to any intellectual property laws.

Misconduct by Users

1. Any Charity or its officers, directors, staff or agents who has information regarding an act of misconduct during any interaction or on the Platform, regarding any User, is required to report the matter to Animal Friends immediately after the occurrence or immediately after becoming aware of such occurrence. Animal Friends reserves the right to take action against the User depending on the type of misconduct committed.

Protection of Personal Information

1. Charities provide forgood with information relating to Needs and Offers so that Animal Friends' Staff, Customers and Animal Welfare Supporters can indicate an interest in a volunteering activity linked to a Charity and apply. At the point of application, the Charity shall then become the Data Controller for the purposes of further processing of the data to administer that application. Forgood remains the data controller for Staff and Customer data held on the platform ('Joint Controllers')

2. The Charity agrees that, where they are the data controller, they shall maintain the security of that data and ensure individuals are able to access their data subject rights and undertake to ensure full compliance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 in the processing of personal data relating to Animal Friends' Staff, Customers and Animal Welfare Supporters.
3. Charities agree that this data shall only be used for the purposes for which it was obtained i.e. providing a volunteering opportunity to the individual, and not further processed for unrelated purposes.
4. Where Animal Friends may become aware of breaches of the GDPR or Data Protection Act 2018, or otherwise mishandling of personal data, by Charities, they reserve the right to terminate such relationship. Where Charities become aware of such breaches by forgood, they must report them to Animal Friends.
5. Specifically, forgood does obtain consent for the provision of marketing campaigns, events, and a newsletter upon registration on the Platform and Users receive marketing updates or promotional materials based on the consent provided. Charities are prohibited from utilising Customer personal information for any further marketing activities, unless specific consent has been obtained from the individual.

Conduct Expected of Charities

1. We expect Charities to be:
 - a) Compliant: provide proof of sound, efficient, effective, transparent and accountable administration of each Charity depending on what legal entity the Charity is;
 - b) Open: cultivate a culture of openness about interaction with its Staff and Users of the Platform;
 - c) Safety-conscious: cultivate a culture of safety and awareness when meeting Users of the Platform in person.
2. Charities must demonstrate professionalism when interacting with other Users on the Platform. As part of ensuring a professional environment, no unfair discriminatory behaviour, harassment, or victimisation will be accepted.
3. The Charity shall ensure respect for diversity of cultures and languages and shall promote positive interpersonal relations.
4. The following types of behaviour will not be tolerated on the Platform or in person from Charities:
 - a) Abusive language: the uttering of any words, written expression or displaying hatred, ridicule or contempt for any person or group of persons, especially when directed at a particular race, creed, colour or place of origin and gender.
 - b) Improper / disgraceful conduct: offences which are in conflict with the accepted norms of behaviour and/or the commission of criminal offences, either within or external to the work situation, which can blemish the Charity, or Animal Friends image.
 - c) Horseplay: indulging in unruly or rough behaviour on the Platform or in person.

- d) Threats of violence / physical violence: threatening to do physical injury to, or to intimidate any other person in any way.
 - e) Assault / attempts to assault: including online assaults on Users.
 - f) Fighting: physical combat involving two or more persons during interactions.
 - g) Victimisation: any behaviour or action which is aimed at disadvantaging / potentially disadvantaging an Animal Friends Staff or Customers on the Platform or in person to perform their duties in a free and peaceful environment or when volunteering his/her time or skills, or to donate any goods.
 - h) Harassment: any behaviour including suggestions, insinuations, improper signs /actions or even suggestive proposals with the purpose of intimidating, extorting, forcing and/or convincing a fellow staff, contractor and/or User, to do anything improper and/or unauthorised and/or unwelcome (including but not limited to sexual harassment).
 - i) Intimidation: any act which is perceptible or imperceptible and aimed at inducing fear in Users.
 - j) Indecency: offences which are in conflict with the accepted community norms of behaviour and/or the committing of criminal offences.
 - k) Any behaviour by the Charity or by the Charity's officers, directors, staff, agents, contractors, or suppliers, which could blemish Animal Friends image which leads to serious relationship disturbances or breaching of the trust relationship between Animal Friends and the Charity.
 - l) Charities shall not pursue any course of action or engage in any conduct that would bring Animal Friends' name into disrepute. Charities are expected to be ethical and responsible when dealing with Users on the Platform.
 - m) Willful damaging of property.
 - n) Where no reasonable care is taken by the Charity or by the Charity's officers, directors, staff, agents, contractors, or suppliers or an alleged offender employed or affiliated with the Charity in performing his/her duties, resulting in negligence or gross negligence which is reasonably foreseeable and reasonably preventable.
 - o) Alcohol or drug misconduct during interactions.
5. Charities are not authorised to speak and make public statements on behalf of Animal Friends Insurance and Forgood Social Network (Pty) Ltd in any way or on any public platform including electronic media and social media. Charities are, however, authorised to publicise their affiliation with Animal Friends. Charities wishing to do interviews and communication with the public and media shall only do so in respect of the Charity itself.
6. Charities are not to engage in corrupt practices or acts of bribery and such practices may be grounds enough to lead to the termination of the Platform Agreement. Charities are discouraged from accepting gifts from Users. Charities shall inform Animal Friends immediately of any suspicious gifts or bribes offered to it. Soliciting of bribes for the benefit of any business is prohibited and amounts to misconduct.

Conflict of Interest

1. We expect Charities and their officers, directors, employees, agents, contractors or suppliers to avoid any personal, financial or other interests that might hinder their capability or willingness to perform their duties.

Confidentiality

1. Charities undertake to treat all property, including intellectual property of forgood as confidential and shall not disclose such confidential information to any party without the prior written consent of forgood.
2. forgood's intellectual property, which includes trademarks, copyright, and other property (information, reports etc.) must be respected and used only within the bounds of these Terms of Service and the Platform Agreement.
3. Any Charity that discloses or misuses confidential information without authorisation may risk losing Charity status depending on the severity of the offence, and forgood may pursue civil remedies against the Charity.

Misconduct by Charities

1. Animal Friends may terminate the relationship in the event of the Charity or its officers, directors, staff, agents, contractors, or suppliers committing dishonesty related misconduct, including but not limited to the following:
 - a) Gross dishonesty/dishonesty
 - b) Bribery / corruption
 - c) Fraud / forgery / falsification
 - d) Theft / attempted theft
 - e) Unauthorised possession (e.g. property, illegal drugs, stolen goods, etc.)
 - f) Misappropriation / unauthorised use of property
 - g) Disclosure of confidential information
 - h) Misrepresentation.

Our Content

1. The content made available to you through the Platform, ("Our Content"), is owned by Forgood Social Network (Pty) Ltd and Animal Friends Insurance as a licensor and is protected by copyright laws. Our Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, publicly performed, publicly displayed, or redistributed in any way without prior written permission or the prior written permission of our applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Content.

Charity Content

1. By posting or submitting any content as a Charity ("Your Content"), (including, without limitation, text, photos, and videos) to the Platform, you represent and warrant:
 - a) that you are the owner of the material, or
 - b) that the owner of the material has consented to your use.

2. Animal Friends reserve the right to pre-screen content and in its sole discretion, and shall decide whether to publish, edit, distribute, refuse to publish and/or to remove any content that is provided by you on the Platform. We reserve the right to remove Your Content if we believe that Your Content violates these Terms or may otherwise cause liability for Animal Friends.
3. You retain ownership of all copyright and other intellectual property rights in and to Your Content. When submitting or posting content, you grant to Animal Friends a royalty-free, perpetual, irrevocable, sublicensable, non-exclusive right and license to Use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display it (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology. "Use" means use, host, store, modify, communicate, and publish. This grant shall include the right to exploit any proprietary rights in any such material. You also grant us the right to identify you as the author of any of your postings or submissions, feedback or comments by name, username, or e-mail address as we deem appropriate.
4. This license shall end when your account is removed from the Platform provided that Your Content and information that was previously shared with Charities, will remain as long as those accounts remain active on the Platform.
5. Animal Friends will remove Your Content or information if it becomes aware and determines that Your Content violates these Terms or may otherwise cause liability for us.
6. You agree to indemnify, defend, and hold harmless Animal Friends, affiliates, officers, directors, co-branders, and other partners (including for good to whom Animal Friends may provide Your Content), employees, consultants, and agents, from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable legal costs) that Animal Friends may incur as a result of or arising from:
 - a) Your Content and any information you (or anyone accessing the Platform using your password) submit, post or transmit through the Platform,
 - b) your (or access to the Platform as you) violation of these Terms or applicable law or regulation,
 - c) your (or anyone using your account's) violation of any rights of any other person or entity (including, but not limited to, third party privacy rights),
 - d) any information or content we collect from third parties through the Platform at your request, or
 - e) any viruses, trojan horses, worms, time bombs, cancelbots, spyware or other similar harmful or deleterious programming routines input by you into the Platform.

Third Party Content and Monitoring

1. In order to provide the service on the Platform, Animal Friends relies on the Charities to provide information about the Needs and/or Offers so that Customers can respond and provide the requisite assistance.
2. Animal Friends is a distributor and publisher of content ("Content") supplied by Users of the Platform and by other third parties. Accordingly, Animal Friends has no editorial control over

such Content. Any services, offers, or other information expressed or made available as part of the Content, including information provided by other Users and/or third parties, are those of the respective author(s) or distributor(s) of that information and not of Animal Friends. Animal Friends neither endorses nor is responsible for the accuracy or reliability of any Content, or opinion, advice, information, or statement made on the Platform by anyone.

3. Animal Friends has the right, but not the obligation, to monitor and review the Content on the Platform and your account to determine compliance with these Terms and any other operating rules, to satisfy any law, regulation or for other purposes. You understand and acknowledge that Animal Friends do not monitor Content for accuracy or reliability.

Intellectual Property

1. This Platform and all the materials contained (including but not limited to: computer or software code, scripts, design elements, images, text, drawings, interactive features, animation, photos, video, graphics, music, sound and voice), are the property of Forgood Social Network (Pty) Ltd and/or the property of their affiliates or licensors or various third parties, and are protected by the relevant intellectual property laws. Ownership of all such intellectual property remains with Forgood Social Network (Pty) Ltd, the affiliates or the third parties. There is no transfer of the intellectual property, and you are not authorised to use any such intellectual property without prior written consent from the third parties. Users may only use this Platform and the materials on it as authorised by Animal Friends Insurance and Forgood Social Network (Pty) Ltd.

Limitation of Liability Disclaimer

1. WHEN PERMITTED BY LAW, ANIMAL FRIENDS, THEIR SUPPLIERS, DISTRIBUTORS AND BUSINESS PARTNERS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.
2. You agree to defend, indemnify and hold Animal Friends, its officers, directors, employees, agents, contractors, business partners and suppliers harmless from and against any claims, damages, actions, losses and liabilities including without limitation: loss of profits; direct, indirect, incidental, special, consequential or punitive damages; and any reasonable legal fees, resulting from:
 - a) misuse of the Platform and/or;
 - b) Violation of any of the Terms;
 - c) viruses, bugs, software/program malfunctions, errors, failures, delays in computer transmissions or network connections.
3. If you are dissatisfied with any portion of this site, your sole and exclusive remedy is to discontinue use of the site.

No Warranties

1. You expressly agree that use of the Platform is at your sole risk. You understand and agree that any material and/or information uploaded or downloaded or otherwise obtained, through the use

of the Platform, is done at your own risk and discretion. You will be solely responsible for any damage to your computer services or loss of data that results from the download of information.

2. Animal Friends and forgood makes no warranty that the Platform will meet your requirements or that the website will be available and uninterrupted. We do not make any warranties as to the results that may be obtained from the use of the Platform or to the accuracy of the information and the reliability of the information obtained through the Platform. Animal Friends and forgood do not warrant that defects on the Platform will be corrected.
3. The Platform is provided on an "as is" and "as available" basis. Animal Friends and forgood disclaim all warranties of any kind, whether express, implied, or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular use or purpose, accuracy, and non-infringement.
4. Animal Friends and forgood make all reasonable efforts to ensure that all material and information provided in relation to the Platform is correct but cannot represent or guarantee the accuracy thereof. As such, Animal Friends and their sponsors, affiliates or agents, including forgood, make no warranties or representations as to the accuracy of the Platform's content, information, and materials which are provided to you, as is and as available.
5. Animal Friends and forgood make no warranty regarding any dealings with, or transactions entered into with any other parties (including volunteer opportunities) through the Platform. The entire risk as to satisfactory quality, performance, accuracy, effort, and results to be obtained through the use of the Platform is with you. No advice or information, whether oral or written, obtained by you from Animal Friends or through the services shall create any warranty not expressly made herein.

Links to Other Websites

1. Our provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other site or location or its contents. You agree that Animal Friends shall have no control over such website/s, does not review, and cannot be responsible for, these outside sites or their content. You agree that Animal Friends shall have no responsibility or bear no liability in relation to the content of the linked website/s. We encourage you to review the terms of use and privacy policies for any such third party links you visit on those websites. You may not create a link to the Platform from another website without prior written consent.
2. Animal Friends will not be liable for any information, software, or links found at any other website, internet location, or source of information, or for your use of such information.