

## TERMS AND CONDITIONS

These Terms of Service govern use of the Africa Rise! Healthier and Stronger website ([www.africarise2020.com](http://www.africarise2020.com)) (the “Platform”) and cover the following areas:

- Your relationship with Africa Rise Healthier and Stronger
- General restrictions on use
- User content
- Links from the website
- Use of SMS communication
- Trademarks
- Copyright policy
- Exclusion of warranties
- Limitation of liability
- Ending your relationship with Africa Rise Healthier and Stronger
- General terms
- Changes to the terms

Your use constitutes acceptance of these Terms of Service as at the date of your first use of the Platform. If these Terms of Service are not accepted in full, the use of this site must be terminated immediately.

### **1. YOUR RELATIONSHIP WITH AFRICA RISE HEALTHIER AND STRONGER**

1.1 Use of the Platform is provided by Give Them A Hand Foundation

1.2 Africa Rise Healthier and Stronger (“AFRICA RISE”) is a fundraising venture of Give Them A Hand Foundation, whose principal place of business is at 212 W 141 Street, New York, NY 10030-1778, UNITED STATES OF AMERICA.

1.3 Your use of the Platform and any services provided to you on or from or the Platform (collectively the “Service”) is subject to the terms of a legal agreement between you and AFRICA RISE.

1.4 Your legal agreement with AFRICA RISE is made up of: (a) the terms and conditions set out in this Document; and (b) the Privacy Policy (collectively called the “Terms”).

1.5 The Terms form a legally binding agreement between you and Africa Rise in relation to your use of the Service. It is important that you take the time to read them carefully.

1.6 The Terms apply to all users of the Service, including users who are also contributors of Content, on the Service. “Content” includes the text, software, scripts, graphics, photos, sounds, music, videos, audio-visual combinations, interactive features and other materials you may view on, access through or contribute to the Service.

## 2. GENERAL RESTRICTIONS ON USE

2.1 AFRICA RISE hereby grants you permission to access and use the Service, subject to the following express conditions, and you agree that your failure to adhere to any of these conditions shall constitute a breach of these Terms on your part:

- you are 13 years of age or older;
- you agree to use this site only for lawful purposes, and in a manner, which does not infringe the rights, or restrict, or inhibit the use and enjoyment of the site by any third party;
- you agree not to misrepresent your identity or affiliation with any other person or organisation;
- you agree not to distribute any part of or parts of the Platform or the Service, including but not limited to any Content, in any medium without Africa Rise's prior written authorisation, unless Africa Rise makes available the means for such distribution through functionality offered by the Service (such as the social media sharing buttons);
- you agree not to alter or modify any part of the Platform or any of the Service;
- you agree not to (or attempt to) circumvent, disable or otherwise interfere with any security related features of the Service or features that (i) prevent or restrict use or copying of Content or (ii) enforce limitations on use of the Service or the content accessible via the Service;
- you agree not to use or launch any automated system (including, without limitation, any robot, spider or offline reader) that accesses the Service in a manner that sends more request messages to the Africa Rise Healthier and Stronger servers in a given period of time than a human can reasonably produce in the same period by using a publicly available, standard (i.e. not modified) web browser;
- you agree not to interfere with, or disrupt, the service or services or networks connected to the service and introduce any computer virus (including any variant or similar malicious code or instructions) to the Africa Rise Healthier and Stronger systems;
- you agree not to collect or harvest any personal data of any user of the Platform or any Service (and agree that this shall be deemed to include Africa Rise Healthier and Stronger account names);
- you agree not to use the Platform or the Services (including the comments and email features in the Platform) for the solicitation of business in the course of trade or in connection with a commercial enterprise;
- you agree not to solicit, for commercial purposes, any users of the Platform with respect to their Content;
- you agree not to access Content for any reason other than your personal, non-commercial use solely as intended through and permitted by the normal functionality of the Service; and
- you shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of Africa Rise or the respective licensors of the Content.

2.2 You agree that you will comply with all of the other provisions of the Terms at all times during your use of the Service.

2.3 AFRICA RISE grants the operators of public search engines permission to use spiders to copy materials from the Platform for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. AFRICA RISE reserves the right to revoke these exceptions either generally or in specific cases.

2.4 AFRICA RISE is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Service which AFRICA RISE provides through the Platform may change from time to time without prior notice to you.

2.5 As part of this continuing innovation, you acknowledge and agree that AFRICA RISE may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally at AFRICA RISE's sole discretion, without prior notice to you. You may stop using the Service at any time. You do not need to specifically inform AFRICA RISE when you stop using the Service.

2.6 You agree that you are solely responsible for (and that AFRICA RISE has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which AFRICA RISE may suffer) of any such breach.

### **3. USER CONTENT**

3.1 In connection with the Services, AFRICA RISE may from time to time grant users permission to submit information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials (collectively, "Content") to the Platform for our use in connection with our charitable efforts.

3.2 You retain your rights to any Content you submit through the Platform. You are responsible for any Content you provide, including compliance with applicable laws, rules, and regulations. You must not upload offensive, obscene or racist Content on to the Platform or its associated services.

3.3 AFRICA RISE reserves the right to remove or edit any content posted on the Platform or its associated services at its sole discretion and without notice, regardless of whether or not it is, in the opinion of any third party in contravention of the above rules.

3.4 By submitting Content through the Platform or its associated services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating) in connection with our charitable efforts. You agree that this license includes the right for AFRICA RISE to promote and improve the Platform and to make Content submitted to or through the Platform or its associated services available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by AFRICA RISE, or other companies, organizations or individuals, are made with no compensation paid to you with respect to the Content that you submit, transmit or otherwise make available through the Platform or its associated services. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

3.5 You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit through the Platform or its associated services. You agree that such Content will not contain material subject to copyright or other proprietary

rights, unless you have necessary permission or are otherwise legally entitled to submit the material and to grant AFRICA RISE the license described above.

3.6 You shall be liable for and shall defend and indemnify us and hold us harmless against any and all claims, actions, liabilities, losses, damages, expenses (including without limitation any reasonable legal expenses) incurred by us which arise directly or indirectly from a breach by you of your obligations, representations or warranties under this Section 4.

3.7 If you suspect a breach of the terms on the Platform, please email us at “contactafricarise@gmail.com”.

#### **4. LINKS FROM THE WEBSITE**

4.1 The Service may include hyperlinks to other websites that are not owned or controlled by AFRICA RISE. AFRICA RISE has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites.

4.2 You acknowledge and agree that AFRICA RISE is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

4.3 You acknowledge and agree that AFRICA RISE is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

#### **5. THIRD PARTY CONTENT FEATURED ON THE WEBSITE**

5.1 The Platform contains articles, photographs, text, graphics, pictures, designs, music, sound, video and other content belonging to or originating from third parties (the “Third Party Content”). Whilst AFRICA RISE does check Third Party Content for accuracy, appropriateness and completeness when initially posted, we assume no responsibility for any Third Party Content posted on the Site, including without limitation the content, accuracy, offensiveness, opinions, reliability of or contained in the Third Party Content. Such Third-Party Content will be clearly labelled as such on The Platform.

5.2 You acknowledge that AFRICA RISE is not liable for any loss or damage which may be incurred by you as a result of the Third Party Content, or as a result of any reliance placed by you on the completeness or accuracy of such content.

#### **6. SMS COMMUNICATION**

6.1 You may provide us your mobile phone number, in order for you to receive text messages (SMS) from us on your phone.

6.2 You can expect to receive text alerts from us on key updates, important events and key issues. And you can opt-out at any time. Just reply with STOP to any text message from us.

6.3 There is no extra subscriptions cost to receive these alerts, but standard message rates and data charges from your carrier apply to sending and/or receiving text messages. Check with your carrier if you have questions about your plan and costs.

#### **7. INTELLECTUAL PROPERTY**

7.1 The name Africa Rise! Healthier and Stronger, the logo and any other product that we may present on the Platform or its associated services from time to time may not be used in connection with any product or service that is

not AFRICA RISE's, nor in any manner that is likely to cause confusion, or in any way that may disparage or discredit AFRICA RISE.

7.2 Other trademarks, service marks or logos that appear on the Platform or its associated services, in particular (but not exclusively) those of partner charities, are the property of their respective owners and are likely to be registered trademarks and subject to restrictions as to their use. They must not be used without the express permission of both AFRICA RISE and the trademark owner.

## **8. COPYRIGHT POLICY**

8.1 All content on the Platform and its associated services is owned by AFRICA RISE, our partner charities, or other original providers, and is protected by the applicable intellectual property and proprietary rights and laws.

8.2 You may copy content for your own personal, non-commercial use provided you do not alter it or remove any copyright, trademark or other proprietary notice.

8.3 Commercial use or publication of all or any item displayed is strictly prohibited without prior authorisation from AFRICA RISE and, where applicable, the copyright holder. If you require further information about the use of content, please contact us at "contactafricarise@gmail.com".

## **9. LIMITATION OF LIABILITY**

9.1 Nothing in the Terms shall affect any statutory rights that you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

9.2 The Service is provided "as is" and without any representation or endorsement made and without warranty of any kind whether express or implied.

9.3 In particular AFRICA RISE does not represent or warrant to you that:

- your use of the Service will meet your requirements,
- your use of the Service will be uninterrupted, timely, secure or free from error,
- any information obtained by you as a result of your use of the Service will be accurate or reliable
- that this site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and reliability of the materials, and
- that defects in the operation or functionality of any software provided to you as part of the Service will be corrected.

9.4 No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Service except to the extent that they are expressly set out in the Terms.

## **10. LIMITATION OF LIABILITY**

10.1 Nothing in these Terms shall exclude or limit AFRICA RISE's liability for losses which may not be lawfully excluded or limited by applicable law.

10.2 Subject to the overall provision in paragraph 8.1 above AFRICA RISE shall not be liable to you for:

- any indirect or consequential losses which may be incurred by you. This shall include; (i) any loss of profit (whether incurred directly or indirectly); (ii) any loss of goodwill or business reputation; (iii) any loss of opportunity; or (iv) any loss of data suffered by you;
- any loss or damage which may be incurred by you as a result of:
  - any reliance placed by you on the completeness, accuracy or existence of any materials contained on the Platform;
  - any changes which AFRICA RISE may make to the Service, or for any permanent or temporary cessation in the provision of the Service (or any features within the Service);
  - your failure to provide AFRICA RISE with accurate account information;
  - your failure to keep your password or Africa Rise Healthier and Stronger account details secure and confidential.

10.3 The limitations on AFRICA RISE's liability to you in paragraph 9.2 above shall apply whether or not AFRICA RISE has been advised of or should have been aware of the possibility of any such losses arising.

## **11. ENDING YOUR RELATIONSHIP WITH AFRICA RISE**

11.1 The Terms will continue to apply until terminated by either you or AFRICA RISE as set out below:

- you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
- AFRICA RISE is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); or
- If you want to terminate your legal agreement with AFRICA RISE, you may do so by (a) notifying AFRICA RISE at any time and (b) closing your Africa Rise Healthier and Stronger account. Your notice should be sent, in writing, to "contactafricarise@gmail.com".

11.2 AFRICA RISE may terminate its legal agreement with you if AFRICA RISE is transitioning to no longer providing the Service to users in the country in which you are resident or from which you use the Service

11.3 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and AFRICA RISE have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

## **12. GENERAL TERMS**

12.1 The Terms constitute the whole legal agreement between you and AFRICA RISE and govern your use of the Service and completely replace any prior agreements between you and AFRICA RISE in relation to the Service.

12.2 You agree that if AFRICA RISE does not exercise or enforce any legal right or remedy which is contained in the Terms (or which AFRICA RISE has the benefit of under any applicable law), this will not be taken to be a formal waiver of AFRICA RISE's rights and that those rights or remedies will still be available to AFRICA RISE.

12.3 You agree that AFRICA RISE may provide you with notices, including those regarding changes to the Terms, by email, regular mail, SMS or postings on the Service.

12.4 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

12.5 These terms and conditions shall be governed and construed in accordance with the laws of the United States. Any disputes shall be subject to the exclusive jurisdiction of the Courts of the United States.

12.6 A person who is not a party to these Terms of Service has no right to enforce any term of these Terms of Service.

### **13. CHANGES TO THE TERMS**

13.1 We may revise or amend this policy at any time at our sole discretion, for example to address changes to the law or regulatory changes or changes to functionality offered through the Service. The modified version of the Terms (the "Modified Terms") will be posted on this page. Therefore, you must look at the Terms regularly to check for such changes.

13.2 If we make any substantive changes in the way we collect or use personally identifying information provided by users, we will post a prominent announcement on our web site home page. We will never change our policies and practices to make them less protective of user information collected prior to the effective date of any changes without the consent of affected users. We encourage users to visit this page periodically to review our current policy.

13.3 If you do not agree to the Modified Terms you must stop using the Service. Your continued use of the Service after the date the Modified Terms are posted will constitute your acceptance of the Modified Terms.