

TERMS OF SERVICE – FUND THE PEOPLE TENDER PLATFORM

Effective Date: 24/11/2025

Website: www.fundthepeople.co.za and <https://tenders.fundthepeople.co.za/tenders>

IT Platforms: Any website, application, or IT system owned and operated by Fund The People (collectively, the “**Platforms**”)

1. INTRODUCTION

Fund The People (Pty) Ltd, registration number 2024/470083/07, is a private company duly registered in the Republic of South Africa (“**Fund The People**”, “**we**”, “**us**”, or “**our**”).

These Terms of Service (“**Terms**”) govern your access to and use of our Platforms, including the Fund The People Tender Platform (“**Tender Platform**”). By accessing or using the Platforms, you agree to be bound by these Terms and our Privacy Policy. If you do not agree with these Terms, you may not access or use the Platforms.

These Terms form a binding legal agreement between you (“**User**”, “**you**”, or “**your**”) and Fund The People regarding your use of the Platforms.

2. ACCEPTANCE OF TERMS

By using the Platforms, you expressly accept and agree to comply with these Terms. If you do not agree to these Terms, you must immediately stop using the Platforms. Continued use of the Platforms constitutes ongoing acceptance of these Terms.

3. AMENDMENTS

Fund The People reserves the right to update, modify, or amend these Terms at any time, with such updates taking effect immediately upon publication on the Platforms. You are responsible for regularly reviewing these Terms. Your continued use of the Platforms after any changes constitutes acceptance of the updated Terms.

4. REGISTRATION AND ACCOUNT REQUIREMENTS

To access or use the Tender Platform, you must create an account and register as a User.

Fund The People reserves the right, at its sole discretion, to approve or reject any registration or account request, without explanation.

You are responsible for maintaining the confidentiality of your account credentials and for all activity under your account. You must immediately notify Fund The People of any unauthorized use of your account.

5. USE OF PLATFORMS

You may only use the Platforms for lawful purposes and in accordance with these Terms. You agree not to:

- Use the Platforms for fraudulent, illegal, or unlawful purposes;
- Violate any applicable South African or international laws;
- Interfere with or disrupt the Platforms' functionality, servers, or security;
- Attempt to gain unauthorized access to the Platforms or other users' accounts;
- Use automated tools (bots, scrapers, crawlers) to extract data from the Platforms without Fund The People's express written consent.

6. INTELLECTUAL PROPERTY

All content, branding, software, logos, designs, and materials on the Platforms ("**Content**") are owned by Fund The People or its licensors. You may only view, download, or store Content for personal, non-commercial use. Any unauthorized use constitutes infringement of Fund The People's intellectual property rights.

You may not copy, modify, distribute, display, or create derivative works from the Platforms' Content without prior written consent from Fund The People.

7. TENDER PLATFORM USE

The Tender Platform is provided to assist you in finding tenders in your respective fields, assist in tender applications, assist in securing tender funding, and related services. You acknowledge that:

- Participation in tenders through the Tender Platform is at your sole risk;

- Fund The People does not guarantee the award of any tender or the accuracy of third-party tender information;
- All documentation you provide are your responsibility, and Fund The People is not liable for errors, omissions, or misrepresentations;

8. DATA PROTECTION

Your personal information will be processed in accordance with Fund The People's Privacy Policy and the Promotion of Access to Information Act, 2000 (PAIA). By using the Platforms, you consent to the collection, storage, and processing of your personal information for the purposes of operating the Tender Platform and providing services.

9. PROHIBITED CONDUCT

You may not:

- Attempt to harm other users or their data;
- Impersonate Fund The People or any other person;
- Circumvent security features or restrictions of the Platforms.

10. ADVERTISING AND THIRD-PARTY LINKS

The Platforms may contain links to third-party websites or services. Fund The People does not endorse or control third-party content.

You acknowledge that Fund The People is not responsible for third-party content, services, or any losses incurred through reliance on third-party services. Any transactions or dealings with third parties are solely between you and the third party.

11. ACCURACY OF INFORMATION

Fund The People makes reasonable efforts to ensure that information on the Platforms is accurate and up-to-date but does not guarantee completeness, accuracy, or timeliness. Content is provided for informational purposes only and does not constitute legal, financial, or professional advice.

12. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Fund The People:

- Excludes all liability for direct, indirect, incidental, consequential, or special damages arising from your use of the Platforms;
- Is not liable for errors, omissions, or delays in transmission of communications, or unauthorized access to your data;
- Does not guarantee uninterrupted or error-free access to the Platforms.

13. INDEMNITY

You agree to indemnify and hold harmless Fund The People, its directors, employees, and affiliates from any claims, damages, losses, liabilities, or expenses arising from your use of the Platforms or violation of these Terms.

14. NOTICES

All notices required under these Terms must be sent via email to support@fundthepeople.co.za or by delivery to **16 Fricker Road, Illovo, Sandton, Johannesburg, Gauteng, 2196**. Notices are effective upon receipt.

15. GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of the Republic of South Africa. You submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, for any disputes arising from these Terms.

16. MISCELLANEOUS

- These Terms constitute the entire agreement between you and Fund The People regarding the Platforms;
- No waiver of any provision shall constitute a waiver of any other provision;
- If any part of these Terms is found invalid, the remainder shall remain in full force and effect;
- Fund The People's failure to enforce any right shall not constitute a waiver of that right.

16. Termination and Suspension

Fund The People may suspend or terminate your account or access to the Platforms at any time for:

- Violation of these Terms;

- Fraudulent activity or provision of false information;
- Legal or regulatory reasons.
- Any reason deemed sufficient at Fund The People's sole discretion

Termination does not affect any accrued rights or obligations.