



## TERMS AND CONDITIONS OF SALE: IZINGA ASSIST DONOR DIRECTORY

Last Updated: April 2026

**Effective Date:** Date of Purchase  
**Seller:** IZ Assist UK CIC (Company No. 14687128), acting on behalf of the iZinga Assist Group  
**Purchaser:** The verified Non-Profit Organisation (NPO) accessing the Directory via the iZinga Assist Platform

**Important:** By purchasing and downloading the iZinga Assist Donor Directory, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. If you act on behalf of a nonprofit organisation, you confirm that you have the legal authority and mandate to do so on behalf of such organisation and that you have the legal authority to accept the Terms and Conditions on behalf of the non-profit organisation.

The Organisation agrees to sign this Agreement by attaching an electronic signature, as defined within the Electronic Communications and Transactions Act 25 of 2002, i.e.: data attached to, incorporated in or logically associated with other data and which is intended by the Organisation to serve as a signature, which pursuant to this Agreement shall include the typewritten names or a scanned or electronic version of the manuscript signatures of the authorised representative.

## PLAIN-LANGUAGE SUMMARY

Before you read the full legal terms below, here is a simple summary of what you are agreeing to when you purchase access to the iZinga Assist Donor Directory:

<b>Key Area</b>	<b>What it means for you</b>
<b>What are you buying?</b>	You are paying a nominal fee for a <b>licence to use</b> the Directory. You do not own the data, and you cannot resell it, share it, or publish it anywhere else.
<b>How can you use it?</b>	You may only use the contact details to research potential donors and approach them – as permitted according to their own funding criteria - for funding that supports your registered charitable objects.
<b>Data Privacy (POPIA &amp; UK GDPR)</b>	The Directory contains personal information. You must treat this data securely and comply with the law. When you first contact a donor, you are required to inform them you got their details from iZinga Assist, which obtained such data via public platforms.
<b>No Spam / Direct Marketing</b>	You cannot send mass, unsolicited emails or SMS messages (spam) to the people in the Directory. You must comply with POPIA's strict rules on direct marketing, which generally require you to get consent first or use targeted, individual approaches.
<b>Opt-Outs</b>	If a donor asks you to stop contacting them, you must stop immediately and let us know so we can update the master Directory.

## FULL LEGAL TERMS AND CONDITIONS

### 1. Definitions and Interpretation

- 1.1. **"Directory"** means the compiled databases of public-domain donor information (including personal data of natural and juristic persons) made available by the Seller.
- 1.2. **"Data Protection Laws"** means all applicable privacy legislation, including the UK General Data Protection Regulation (UK GDPR), the UK Data Protection Act 2018, and the South African Protection of Personal Information Act 4 of 2013 (POPIA).
- 1.3. **"Purchaser"** means the participating South African NPO that pays the nominal fee to access the Directory.
- 1.4. **"Seller"** means IZ Assist UK CIC, a Community Interest Company registered in England and Wales, acting in coordination with iZinga Assist NPC (South Africa).

### 2. Grant of Licence and Purpose Limitation

- 2.1 In consideration of the nominal fee paid, the Seller grants the Purchaser a non-exclusive, non-transferable, revocable licence to access and use the Directory solely for the **Permitted Purpose**.
- 2.2 The **Permitted Purpose** is strictly limited to conducting prospect research and making targeted, lawful approaches to potential donors to solicit funding in support of the Purchaser's registered public benefit objectives.
- 2.3 The Purchaser shall not:
  - Resell, sublicense, rent, or otherwise commercially exploit the Directory.
  - Publish, distribute, or share the Directory with any third party outside of the Purchaser's authorised personnel.
  - Use the Directory to build a competing product or service.

### 3. Data Protection and Privacy Compliance

- 3.1 The Parties acknowledge that the Directory contains Personal Data/Personal Information as defined under the Data Protection Laws. The Purchaser acts as an independent Responsible Party/Controller regarding its use of the downloaded data.
- 3.2 The Purchaser warrants and undertakes that it shall:
  - Process the data lawfully, fairly, and transparently in accordance with POPIA and the UK GDPR.
  - Provide a privacy notice to the data subjects at the time of first communication, explicitly stating that their contact details were sourced from the iZinga Assist Donor Directory (complying with Section 18 of POPIA and Article 14 of the UK GDPR).
  - Implement and maintain appropriate technical and organisational security measures to protect the data against unauthorised access, loss, or destruction (complying with Section 19 of POPIA).

#### **4. Direct Marketing Restrictions**

- 4.1 The Purchaser acknowledges that Section 69 of POPIA strictly regulates direct marketing via unsolicited electronic communications.
- 4.2 The Purchaser shall not use the Directory to send mass, unsolicited electronic marketing communications (e.g., bulk emails or SMS) without obtaining the prior, opt-in consent of the data subject in the prescribed form.
- 4.3 The Purchaser must ensure that every communication sent to a contact in the Directory includes a clear, free, and easy-to-use mechanism to opt out of future communications.
- 4.4 If a data subject exercises their right to object or opt out, the Purchaser must immediately cease contacting them and notify the Seller within five (5) business days so the master Directory can be updated.
- 4.5 The Purchaser shall only use the contact details to research potential donors and approach them – as permitted according to their own funding criteria - for funding that supports your registered charitable objects.

#### **5. Cross-Border Data Transfers**

- 5.1 As the Seller is located in the United Kingdom and the Purchaser is located in South Africa, the transfer of the Directory constitutes a restricted transfer under the UK GDPR.
- 5.2 By accepting these Terms, the Purchaser agrees to be bound by the standard data protection clauses contained in the UK International Data Transfer Agreement (IDTA) or the UK Addendum to the EU Standard Contractual Clauses (Controller-to-Controller module), which are hereby incorporated by reference.

#### **6. Warranties and Liability**

- 6.1 The Seller warrants that it has compiled the Directory from public-domain sources and has the right to license it. However, the Directory is provided "as is," and the Seller makes no warranties regarding the absolute accuracy, completeness, or current validity of the contact details.
- 6.2 The Purchaser indemnifies and holds the Seller (and the wider iZinga Assist Group) harmless against any claims, fines, penalties, or damages arising from the Purchaser's breach of these Terms, particularly regarding violations of Data Protection Laws or direct marketing regulations.
- 6.3 To the maximum extent permitted by law, the Seller's total liability under these Terms shall not exceed the nominal fee paid by the Purchaser for the Directory.

## **7. Term, Termination, and Data Deletion**

- 7.1 This licence is valid for as long as the Purchaser remains a verified, active member of the iZinga Assist platform.
- 7.2 The Seller may terminate this licence immediately upon written notice if the Purchaser breaches any material term, including the data protection or direct marketing clauses.
- 7.3 Upon termination of the licence, or if the Purchaser leaves the iZinga Assist platform, the Purchaser must permanently delete or destroy all copies of the Directory in its possession and certify such destruction to the Seller in writing within fourteen (14) days.

## **8. Governing Law and Jurisdiction**

- 8.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa, without prejudice to the mandatory application of the UK GDPR to the Seller.
- 8.2 Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of South Africa, or, by mutual agreement, resolved through binding arbitration in Cape Town.