

BIZPAGES APPLICATION

BIZPAGES LISTING TERMS & CONDITIONS:

The heart of our BizPages Website (<https://joshgen.co.za/resources/news/joshgen-bizpages/>) (the "Site") is to bring Christian businesses together within Joshua Generation Church ("JoshGen" or "Church") across its various congregations and to use those connections to disciple and grow each other and the businesses involved, as a discipleship tool to learn, mentor and become more like Jesus.

What does this mean? Well, it means we review applications received from Church Members before advertising their business offerings on our BizPages Website. The BizPages ads are accessible to the public although it is primarily focused on our Church Members.

- 1.1. We will provide you with the Services only once you have accepted the terms and conditions of this Agreement by clicking on the "I ACCEPT" button, and after your local Church leaders have approved your application on an annual basis.
- 1.2. By submitting this application form you, as a prospective Advertiser on our BizPages Website hereby agree to the following **IMPORTANT terms and conditions**:
 - 1.2.1. The Church offers the BizPages ads as a discipleship tool for Church Members which requires Biblical accountable relationships for those involved. This means that you agree to open up your life and submit yourself to be disciplined according to Biblical standards.
 - 1.2.2. Your application must true and correct in all respects, and by applying to be listed on our BizPages you hereby authorize the Church to speak with the contacts you provided during the application process and thereafter, or any User that comments or rates your product or service. You agree to our application process, and that the Church's decision is final and binding.
 - 1.2.3. All businesses listed on BizPages are reviewed quarterly by the Church and you agree that we retain the right to remove any person or business from the BizPages website at any time.
 - 1.2.4. The BizPages Website will allow users of the Website to publicly comment on you or your business. By advertising your services on our Website you agree to the publication of any comments or ratings by Users of the Website, and **you indemnify the Church against any harm or loss suffered as a consequence of your use of the BizPages Website, or as a consequence of any comments or ratings thereon by any other person.**
 - 1.2.5. If you disagree with any comment or rating on the BizPages website you can contact bizpages@joshgen.org.za to give a reply to such comments. You agree that the publication of your reply on the Website by the church is entirely in our discretion.
 - 1.2.6. It is the responsibility of the Advertiser to ensure that their details are correct and regularly updated. Please see to it that you regularly update your details as listed in BizPages, by emailing any changes to bizpages@joshgen.org.za. The onus is also on the Advertiser to advise JoshGen if they require that they be delisted for any reason.
 - 1.2.7. You also **consent to** the Church's Website terms and conditions: <https://joshgen.co.za/terms-conditions/> and its Privacy Policy posted here: <https://joshgen.co.za/privacy-policy/>
 - 1.2.8. Any dispute may be referred to the Church as per the dispute resolution processes detailed below in Clause 1.2.9 below .
 - 1.2.9. We realise that life in the business world is not always as smooth as we would like it to be. Misunderstandings can arise, and it is not a sign of failure should we have a dispute with a Christian in terms of business. That is where we want to remain involved and disciple the parties through Biblical dispute resolution. We have followed Biblical guidelines on mediating disputes for decades and it actually works very well ! Should a dispute arise between you as an applicant or Advertiser or members of JoshGen (whether as a client or Advertiser) you agree to refer the dispute to the Church Eldership for mediation and/or arbitration, and you hereby agree to the dispute resolution processes, set out in the BizPages Website terms and Conditions. In addition, you agree to make yourself available to attend mediation and/or arbitration meetings should the need arise, and to abide by the determination of the Church in these instances. The Elders of the Church will do their utmost to bring about reconciliation and follow Biblical guidelines to bring about a resolution and reconciliation between disputing parties in a way that glorifies God. The

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process is outlined in Clause 8 of our Website terms and conditions and you must carefully read this.

2. INDEMNITIES & DISCLAIMERS BY BIZPAGES:

- 2.1. PLEASE NOTE THAT we as JoshGen Church offer you or your business no warranty or guarantee, or to any third party, as we do not give any warranty or guarantee, express or implied, herein. Joshgen accepts no responsibility for the accuracy of the content advertised, or that of the comments, ratings or scores published by third parties on the Website.
- 2.2. JoshGen does not warrant the work product or services of any Advertiser on the BizPages Website. The information, services and/or products advertised in the BizPages are used at the user's own risk and the user indemnifies and does not hold Joshgen, its employees and agents, liable for any loss, damage, liability or expense from whatsoever cause arising, which they or any third party may sustain as a result of having used the information, services or products advertised within.
- 2.3. Notwithstanding, and in addition to any other provision in this Agreement, you agree that we will not be liable to you or any other person for any loss, damage, expense, or other amounts incurred, savings foregone, or hardship suffered, by any person however arising (including where the cause cannot be determined), or whether it arose directly or indirectly from any authorised or unauthorised use of, access to, reliance on, or any inability to use or access this Site, the Listing Services, or as a consequence of such use, access, reliance, or inability to access.
- 2.4. To the extent permitted by law, all terms, conditions and warranties or representations, or representation whether express, implied, statutory, common law or otherwise relating to the Services or anything in these terms and conditions, are excluded unless expressly included in this Agreement.
- 2.5. If any legislation or law implies in this Agreement any term or warranty and also prohibits provisions in a contract excluding the application of or exercise of that term or warranty then, to the maximum extent permitted by law, our liability for a breach of such a term or warranty will be limited, to R 2,000.00.

3. BROWSING TERMS AND CONDITIONS

- 3.1. As we are not involved in any sale and purchase of any goods and services on this Site (the BizPages Site), save for providing a platform for Listing Advertiser's goods and services, you hereby agree and acknowledge that we:
- 3.2. Should you as the Advertiser or User obtain any personal information pertaining to a User or Advertiser, as the case may be, for any or all purposes listed in clause 12.2.1 of this Agreement, you hereby represent and warrant to us, as the case may be:
 - 3.2.1. that you will respect the privacy of the User or Advertiser and fulfil any other obligations in terms of clause 12.2.1 below of this Agreement; and
 - 3.2.2. that you will comply with the provisions of the Protection of Personal Information Act, insofar as it applies, in processing any and all personal information pertaining to such persons whether obtained from the Site, the Advertiser or User themselves, and
 - 3.2.3. that the Listing may result in unsolicited commercial communications from Users or the Public.
- 3.3. In using this Site, you agree and acknowledge that we cannot and do not, nor do we represent or hold out that we can or could control:
 - 3.3.1. how the Advertiser or User, or any third party processes your personal information;
 - 3.3.2. whether the Advertiser or User or any third party processes your personal information in accordance with the Protection of Personal Information Act insofar as the Act applies; and/or
 - 3.3.3. where or to whom your personal information is transferred by the Advertiser or User or any third party during or after the Listing on this Site by yourself.
- 3.4. In using the Listings on this site and agreeing to and acknowledging the contents of clause 3.3 above, you further agree to and acknowledge that JoshGen is not responsible for or liable in respect of:

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- 3.4.1. any personal information that may be exchanged between the User and the Advertiser and/or between any third party using the Site for any or all of the purposes stipulated in clause 12.2.1 of this Agreement;
- 3.4.2. any personal information that may be provided to the public or a third party with the Advertiser's authorisation in terms of this Agreement, or vice versa;
- 3.4.3. the manner in which such personal information is processed subsequent to such an exchange between the User and Advertiser, or the public and the Advertiser;
- 3.4.4. a failure on the part of the Advertiser or User as the case may be, to process such personal information in accordance with the Protection of Personal Information Act insofar as the Act applies; and/or
- 3.4.5. the transfer of any information by the Advertiser or User to a third party.

4. Provision of Services

- 4.1. You agree that JoshGen may restrict and/or terminate its Listing service to you at any point in time if JoshGen, in its sole and absolute discretion, elects to do so and without having to furnish any reasons for doing so. Advertisers have no right to the posting of their Listing on this Site, and we reserve the right in our sole discretion to place third party advertisements on the pages without your consent or payment to you.

5. Fees

- 5.1. Listing on this Site does not attract a fee.

6. Advertiser

- 6.1. Subject to the Church's approval of your Application, we will post a Listing of the Advertiser's goods and services that you wish to offer for Trade on the Site.
- 6.2. You agree that we or our nominated agent may undertake any necessary credit checks on you and/or your Business, where applicable, and to interview your Church Leaders and community members for character references.
- 6.3. If you do have a Listing on this Site, **you agree and warrant to the Public and the User of those goods and services and separately to us that:**
 - 6.3.1. your information on the Site:
 - 6.3.1.1. is accurate and not false, misleading, deceptive or fraudulent;
 - 6.3.1.2. does not breach any Intellectual Property Rights of a third party;
 - 6.3.1.3. is made in compliance with all applicable laws, government regulations or guidelines;
 - 6.3.1.4. is not forged, threatening or offensive or otherwise constitutes harassment;
 - 6.3.1.5. does not contain confidential information or trade secrets of a third party unless you have obtained the consent of the third party owner;
 - 6.3.1.6. will not defame (libel or slander) another person or transmit misleading or inaccurate information of any kind, whether of a personal or commercial nature; and
 - 6.3.1.7. does not contain inappropriate, obscene or offensive material;
 - 6.3.2. you are the legal owner of the Business as well as the goods and services you are offering for Trade on this Site, you have the legal capacity to conclude this Agreement, authorise the Listing on the Site (as you hereby do), and trade with Users;
 - 6.3.3. you will not hyperlink to or include descriptions of goods and services that you are not offering for sale on this Site;
 - 6.3.4. if an Advertiser who is a dealer in terms of the Second Hand Goods Act receives a request from a User for the information necessary to complete his register, you agree that the said information will not be unnecessarily withheld;
 - 6.3.5. you will adhere to the Church's Listing Policy as established from time to time.
- 6.4. In addition to Clauses 6.3, the Advertisers represent and warrant to us and separately to Users that:
- 6.5. the goods and services you List on this Site:
 - 6.5.1. correspond with the description that you have posted on this Site or represented to the User; and
 - 6.5.2. are not defective;

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- 6.5.3. will be rendered with due care and skill; and
 - 6.5.4. any materials supplied in connection with any services will be reasonably fit for the purpose for which they have been supplied; and
 - 6.5.5. will be offered for sale, and sold to Users in compliance with the laws of the Republic of South Africa and especially that of the Consumer Protection Act that became effective 1 April 2011;
 - 6.5.6. are legally able to be Listed on this Site, and otherwise, that the Listing of those goods and services is not in contravention of any law.
- 6.6. The Advertiser hereby agrees that he must set out the terms and conditions for the sale of those goods or services to any User that he Trades with, including the following:
- 6.6.1. payment terms;
 - 6.6.2. warranty;
 - 6.6.3. exclusions and limitations on the service or product;
 - 6.6.4. terms of delivery;
 - 6.6.5. returns policy;
 - 6.6.6. taxes, duties and costs (including, without limitation, VAT, or other consumption taxes, customs and other import duties and tariffs) payable by the User; and
 - 6.6.7. unless stated to the contrary, any value will be construed to refer to South African Rands;
 - 6.6.8. and the Advertiser agrees that such terms and conditions will include any matters prescribed by us under this Agreement including the matters set out in Clauses 10.1 and 10.1 and 17 below, as well as any matter specified in the JoshGen Constitution or Listing Policy.

7. User

- 7.1. You agree and warrant to each Advertiser and separately to us that:
 - 7.1.1. Any Trade between yourself and an Advertiser Listed on this Site is absolutely at your own risk;
 - 7.1.2. In Trading with an Advertiser you have the ability to pay for their goods or services.

8. Ratings, Comments and Feedback

- 8.1. It is a condition of using the Site and our Listing services that you agree that feedback, comments and ratings scores may be provided about you as an Advertiser. ***The reason for BizPages providing comments and ratings is to make our Church members more fruitful in their business or occupation and the idea is that the comments and ratings will provide that Advertiser with feedback and assist the Elders to develop and disciple the Advertisers as Christian business people.***
- 8.2. Ratings that are given to each other by Users should be
 - 8.2.1. truthful and fair, and
 - 8.2.2. not be misleading or deceptive or defamatory, or
 - 8.2.3. amount to harassment, intimidation, threats, hate speech or slander but rather be full of grace.
- 8.3. If you believe a statement made about you pursuant to Clause 8.1 is untrue, misleading or deceptive or defamatory ("**Questionable Statement**"), please contact our BizPages Moderator at bizpages@joshgen.org.za and we will conduct an investigation. As a result of an investigation, we may (although we are not obliged to) remove the Questionable Statement. Whether or not we conduct an investigation, and irrespective of whether we remove the Questionable Statement, and even if we do not conduct an investigation, because you do not contact us or for any other reason, **you hereby release us and forego any rights you may have had against us in relation to the Questionable Statement or any statement made about you pursuant to the Listing and agree that you will not make any claims or demands, or take any action, issue or maintain any proceedings or suits against us in relation to the Questionable Statement or any statement made about you pursuant to the Site or Listing or otherwise, in connection with this Site, or your use of this Site.**
- 8.4. The decision to hold an inquiry or not is entirely within our discretion and we will not be obliged in any way to entertain any representations in this regard.

9. JoshGen Discretion

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- 9.1. We reserve the right in our sole discretion to alter or remove any information or withdraw any Listing submitted to us for posting on the Site if:
 - 9.1.1. that information and/or those goods or services, as applicable;
 - 9.1.1.1. infringe or is suspected of infringing the Intellectual Property Rights of any person (other than the Advertiser in question); or
 - 9.1.1.2. may create any liability or reputational harm for us or the body of Christ, whatsoever;
 - 9.1.2. we are not entirely satisfied that you are legally permitted to offer to Trade those goods and/or services you wish to List on the Site;
 - 9.1.3. you have not complied with Clause 4.1 and Clause 6.1;
 - 9.1.4. we are required by law to do so;
 - 9.1.5. you breach any provision of this Agreement; or
 - 9.1.6. for any other reason whatsoever,
- 9.2. **and you irrevocably and unconditionally agree that any rights that you may have had against us in respect of any action we may have taken under this Clause 9, are hereby waived, subject to the Consumer Protection Act.**

10. Trade

- 10.1. The Advertiser and the User when trading with one another will be solely responsible for the transaction, including amongst others ensuring they comply with applicable laws; payment of the goods or services; insurance (if any); arranging a date for delivery of the goods or services; and payment of all applicable taxes, duties and costs.
- 10.2. We have no involvement in the sale and purchase of any goods and services other than providing a Site for Listing Advertiser's goods and services. Users must therefore direct all enquiries, of whatever nature, including, but not limited to, goods and services being of a defective nature, not fit for a particular purpose, or non-delivery of any goods and services, to the Advertiser, at whose sole discretion, the goods or services may be replaced or the price refunded, but subject to the Dispute Resolution provisions set out hereinbelow.

11. General Terms and Conditions

JoshGen May Change These Terms and Conditions

- 11.1. We have absolute discretion to change the terms of this Agreement at any time. If we do so, we will post details of any changes on this Site and date it accordingly and that will be effective forthwith.
- 11.2. By accepting this Agreement and any notifications of changes to this Agreement, you also agree to accept and be bound by any changes made by us under this Clause 11. In any event, your continued use of the Listing Services after any changes to the terms of this Agreement have taken effect in accordance with Clause 11.1, will be deemed to be your acceptance of those changes to the terms of this Agreement.

12. Compliance with These Terms and Conditions

- 12.1. You agree that we may and will monitor your conduct if we believe that you are not complying with the terms of this Agreement. If we do, then we will respect your confidentiality, unless:
 - 12.1.1. doing so would or could implicate us in criminal behaviour, a civil wrong, or any other claim by a person for which we may have to pay compensation;
 - 12.1.2. the law compels, requires, or makes it prudent and desirable for us to divulge or disclose the information we hold or know or any documents we possess; or
 - 12.1.3. we consider it necessary or desirable to make disclosures to preserve or enforce our interests or rights.
- 12.2. Using information about other JoshGen Users –
 - 12.2.1. You agree to use User and Advertiser information only in accordance with applicable laws and regulations (including, without limitation, The Protection of Personal Information Act and other data protection laws) and only for:
 - 12.2.1.1. JoshGen Trade related purposes;
 - 12.2.1.2. using services offered through Advertisers; and

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- 12.2.1.3. other purposes a User expressly agrees to.
- 12.2.2. You agree to respect other Users' privacy and disclose your privacy and security policies to them. By law, you must give other users a chance to remove themselves from your database and a chance to review the information you have collected about them.
- 12.3. You agree to the following express Terms and Conditions –
 - 12.3.1. You will not mislead others.
 - 12.3.2. You will not engage in spamming, indiscriminate advertising, cyber squatting or typo squatting.
 - 12.3.3. You will not operate or utilise a website or email link to websites that contain or promote any of the following types of content: blasphemous, libellous, defamatory, obscene, pornographic, abusive, violent, bigoted, hate-oriented, illegal, cracking, hacking or warez, or that offer any illegal goods or services, or link to a web site(s) that do so.
 - 12.3.4. An Advertiser may only have one BizPages account. If any Advertiser provides any fictitious information or opens more than one BizPages account, and should you be suspected of abusing the Site or Listing Services your status will be revoked.
- 12.4. You agree not to harass, intimidate or threaten any of the JoshGen staff or any users of the JoshGen website in any way or form and failure to do so may, in JoshGen's sole discretion, result in the cancellation or restriction of your JoshGen account, and or Listing.

13. Entering into this Agreement

- 13.1. You represent and warrant to us:
 - 13.1.1. if you are an individual that you are eighteen (18) years of age or over and of full legal capacity and thus capable of entering into this Agreement and performing your obligations under this Agreement; or
 - 13.1.2. if you are a juristic entity:
 - 13.1.2.1. that you are duly incorporated and have been issued with a certificate of commencement of business and have the power to own/sell the goods or services Listed; and
 - 13.1.2.2. entering into this Agreement does not violate your corporate governance documents; and
 - 13.1.2.3. you have the power and have taken all corporate and other action required to enter into this Agreement and to authorise entering into this Agreement and performing your obligations under this Agreement.
- 13.2. Transactions in case of a *minor*:
 - 13.2.1. **IF YOU ARE UNDER 18 YEARS OF AGE OR IF YOU ARE NOT LEGALLY PERMITTED TO ENTER INTO A BINDING AND ENFORCEABLE AGREEMENT, THEN YOU MAY NOT REGISTER AS A USER OR MAKE USE OF THE LISTING SERVICES OF JOSHGEN, unless you are duly supervised by and you have obtained the consent of your parent or legal guardian or spouse.**
 - 13.2.2. If your parent or legal guardian supervises you and gives his/her consent, then such person hereby agrees to be bound and to be liable and responsible for you and for all your obligations or duties in terms of the agreement entered into between yourself and JoshGen.
 - 13.2.3. To the extent that you utilize our services, we shall deem it that you were / are supervised by and that you have obtained the consent of your parent or legal guardian or curator or trustee. The onus to prove that you were not supervised or did obtain the requisite consent shall rest with you.

14. Commercial Uses of JoshGen Services

- 14.1. The Listing Services on this Site are provided to you personally and you must never resell, trade, or barter your rights to use the Services to another person or persons nor permit any third party to use the Listing Services.

15. Relying Upon JoshGen's Services

- 15.1. Whether you are using the Services for private or commercial purposes, or both, the quality and continuity of our Services depends on many factors over which we have no control and cannot seek to control. While we will always endeavour to maintain ongoing access, disruptions and failures of

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this Site, any or all computer systems, network resources and the Services, are probable in such an operating environment. Recognising this, you agree that:

- 15.1.1. we cannot and do not guarantee, warrant or otherwise imply that:
 - 15.1.1.1. you will receive constant and uninterrupted access to this Site or the Listing Services; or
 - 15.1.1.2. you will receive unlimited access to all of the content available on the Site at any given time;
- 15.1.2. we cannot always ensure that this Site, its computer systems and network resources will be fully or continually protected from unlawful access by others, including the infection of data or other information by viruses, or the alteration, misuse, or stealing of data or other information or that any of these activities will be detected.

16. Release and Indemnity

- 16.1. Notwithstanding, and in addition to any other provision in this Agreement, to the maximum extent permitted by law, you agree to release from and indemnify, the Church, its employees, officers and service providers, against, any claims, losses, liabilities, suits, demands, proceedings, costs or expenses (including legal costs on a full indemnity basis) directly or indirectly related to, or, arising out of:
 - 16.1.1. your use of the Listing Services;
 - 16.1.2. your offering for Trade any goods and services, or Trading with an Advertiser as a result of using the Listing Services;
 - 16.1.3. the reproduction, broadcast, transmission communication or making available of any information or material by us or any Users (other than you) made available by use of the Site or Listing Services;
 - 16.1.4. any one or more of the circumstances described in Clause 2.3;
 - 16.1.5. any alleged breach of a person's rights (including, but not limited to, defamation or misleading or deceptive conduct) by a communication, broadcast or transmission made available by means of the Listing Services or Rating System; or
 - 16.1.6. any claim by any person arising out of, or in connection with any cessation (temporary or permanent) of the supply of the Services in accordance with this Agreement.

17. Disputes

- 17.1. You as User and Advertiser and JoshGen must follow the procedure for resolving any dispute in connection with or arising out of this Agreement, in accordance with this Clause 17 before starting any proceedings (except proceedings seeking urgent interlocutory relief).
- 17.2. The procedure for resolving a dispute is as follows:
 - 17.2.1. first, a dispute must be submitted to mediation to be conducted by the Church Elders or their delegates appointed for the task with the Parties appearing in person at the mediation meeting scheduled by the Church; and
 - 17.2.2. should the mediation process be unsuccessful or unresolved, then an *ad hoc* arbitration forum shall be established to hear that dispute and/or the parties, and such forum shall determine the process to be adopted.
 - 17.2.3. The process of the arbitration and composition of the panel of Arbitrators shall be in the sole discretion of the Elders of Joshua Generation Church with at least 2 suitable arbitrators who shall be appointed, one by the Elders of Joshua Generation Church and one by the Four12 leadership team for this purpose.
 - 17.2.4. The arbitration shall be held in Cape Town, or such other place as the arbitrators may deem appropriate in the circumstances, in English, or such other language as the arbitrators may deem appropriate in the circumstances, and the Parties shall endeavour to ensure that it is completed within 90 days after notice requiring the issue to be referred to arbitration is given; and
 - 17.2.4.1. the proceedings shall be confidential;
 - 17.2.4.2. the Parties may be represented by legal counsel;
 - 17.2.4.3. The arbitrators need not strictly observe the principles of law and may decide the matters submitted to them according to what they consider equitable in the circumstances, and in accordance with the Church's Values; and

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17.2.4.4. the arbitrators' decision on the matter shall fully and finally settle the matter, without a right of appeal.

17.2.5. The Parties by their use of the Site agree to adhere to the aforesaid Biblical dispute resolution processes, and these domestic remedies for conflict resolution which shall be final and binding on the parties involved.

17.2.6. You shall be liable for all costs incurred by us in the enforcement of any rights which we have in terms of this Agreement or in the recovery of any monies due to us, including collection charges and costs on an attorney and own client scale and costs of counsel as on brief whether incurred prior to or during the institution of legal proceedings or if judgement has been granted in connection with the satisfaction or enforcement of such judgement against you.

18. Entire Agreement

18.1. This Agreement and our Website Terms and Conditions constitute the entire Agreement between you and JoshGen.

18.2. If there is any conflict between this Agreement and the Website terms and conditions, the provisions of this Agreement shall prevail.

18.3. Unless the context indicates otherwise, this Agreement incorporates all other Agreements between the parties. Should there be any conflict between any other agreement and this Agreement, the provisions of this Agreement shall prevail.

19. Relationship of Parties

Nothing in this Agreement shall be deemed to constitute any party as the agent, partner or joint venturer of another party.

20. Further Assurances

A party shall take all such steps, execute all such documents and do all such acts and things as may be reasonably required by another party to give effect to any of the transactions contemplated by this Agreement.

21. Non-Waiver

Other than as otherwise specified in this Agreement, neither the failure of a party to enforce at any time any of the provisions of this Agreement nor the granting of any time or other indulgence shall be construed as a waiver of that provision or of the right of that party thereafter to enforce that or any other provision.

22. Governing Law

22.1. This Agreement will be governed by the laws in force in the Republic of South Africa and each party unconditionally submits to the non-exclusive jurisdiction of the court of the Republic of South Africa in relation to any legal action, suit or proceedings arising out of or with respect to this Agreement, subject to the domestic dispute resolution remedies addressed above.

22.2. With reference to clause 22.1, the parties submit to the jurisdiction of the High Court of South Africa, Western Cape High Court and the parties submit to the jurisdiction of the Magistrate's Court or the Regional Court irrespective of whether the amount claimed by us exceeds the applicable monetary limit allowed to institute a claim in the Magistrate's Court or Regional Court.