

BizPages Terms and Conditions

1. Introduction

- 1.1. The heart of our BizPages website <https://joshgen.co.za/resources/news/joshgen-bizpages/> (the “**Site**” or “**BizPages**”) is to bring Christian businesses together within Joshua Generation Church (“**JoshGen**” or “**Church**”) across its various congregations and use those connections to disciple and grow each other and the businesses involved, using them as a discipleship tool to learn, mentor, and become more like Jesus.
- 1.2. We review applications received from Church Members before advertising their business offerings on our BizPages Site. The BizPages ads are accessible to the public, although it is primarily focused on our Church Members.
- 1.3. 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.

2. Application and Terms

By submitting this application form, you, as a prospective Advertiser on our BizPages Site, hereby agree to the following IMPORTANT terms and conditions:

- 2.1. The Church offers the BizPages Listings as a discipleship tool for Church Members which requires Biblical accountable relationships for those involved. JoshGen acts solely as an agent facilitating ads (“**Listings**”) and does not act as a principal in any advertised goods or services. This means that you agree to open up your life and submit yourself to be disciplined according to Biblical standards.
- 2.2. Your application must be true and correct in all respects, and by applying to be listed on our BizPages you hereby authorise 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.
- 2.3. You agree to our application process and that the Church’s decision is final and binding.
- 2.4. The Church reviews all businesses listed on BizPages quarterly, and you agree that we retain the right to remove any person or business from the BizPages Site at any time.
- 2.5. The BizPages Site will allow users to publicly comment on you or your business. By advertising your services on our Site, you agree to the publication of any comments or ratings by Users of the Site, and you indemnify the Church against any harm or loss suffered as a consequence of your use of the BizPages Site or as a consequence of any comments or ratings thereon by any other person.

- 2.6. If you disagree with any comment or rating on the BizPages Site, you can contact bizpages@joshgen.org.za to reply to such comments. You agree that the church's publication of your reply on the Site is entirely at its discretion.
- 2.7. It is the Advertiser's responsibility to ensure that their details are correct and regularly updated. Please ensure that you regularly update your details as listed in BizPages by emailing any changes to bizpages@joshgen.org.za. The advertiser must also advise JoshGen if they require that they be delisted for any reason.
- 2.8. You also consent to the Church's Website terms and conditions: <https://joshgen.co.za/termsconditions/> and its Privacy Policy posted here: <https://joshgen.co.za/privacy-policy/>
- 2.9. Any dispute may be referred to the Church for mediation or arbitration as per the dispute resolution processes detailed below.
 - 2.9.1. 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!
 - 2.9.2. ***Should a dispute arise between you as an applicant, Advertiser, or User, 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 herein.*** 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.

3. Indemnities & Disclaimers by BizPages

- 3.1. JoshGen offers no warranty or guarantee, express or implied, to you or your business or any third party.
- 3.2. **JoshGen accepts no responsibility for the accuracy of the content advertised or for comments, ratings, or scores published by third parties on the Site.**
- 3.3. **JoshGen does not warrant the work product or services of any Advertiser on the BizPages Site.**
- 3.4. **Use of the advertised information, services, and/or products is at your own risk. You indemnify and hold JoshGen, its employees, and agents harmless from any loss, damage, liability, or expense arising from such use.**

- 3.5. **JoshGen is not liable for any loss, damage, or hardship suffered by any person due to use, access, or inability to access the Site or Listing Services.**
- 3.6. **All implied terms, conditions, and warranties are excluded unless expressly included in this Agreement.**
- 3.7. **If any law implies a term or warranty that cannot be excluded, JoshGen's liability is limited to R2,000.00.**

4. Browsing Terms and Conditions

- 4.1. JoshGen is not involved in selling or purchasing goods/services on the Site, only in providing a platform for Listings.
- 4.2. If you obtain personal information about a User or Advertiser, you must:
 - 4.2.1. Respect their privacy.
 - 4.2.2. Comply with the Protection of Personal Information Act (POPIA).
 - 4.2.3. Understand that Listings may result in unsolicited communications.
- 4.3. JoshGen cannot control how others process your personal information.
- 4.4. JoshGen is not responsible for:
 - 4.4.1. Information exchanged between Users and Advertisers.
 - 4.4.2. Information shared with third parties with the Advertiser's consent.
 - 4.4.3. How such information is processed after exchange.
 - 4.4.4. Any failure to comply with POPIA by Users or Advertisers.
 - 4.4.5. Any transfer of information to third parties.

5. Provision of Services

- 5.1. JoshGen may restrict or terminate your Listing at any time, at its sole discretion, without providing reasons. Advertisers have no right to have their Listing posted.
- 5.2. JoshGen may place third-party ads on the Site without your consent or compensation.

6. Fees: Listing on the Site is free of charge.

7. Advertiser Obligations

- 7.1. Listings are subject to Church approval.
- 7.2. JoshGen or its agent may conduct credit checks and interview Church leaders or community members.
- 7.3. **You warrant that:**
 - 7.3.1. Your Listing is accurate, lawful, and not misleading or offensive.
 - 7.3.2. You own the business and have the legal capacity to list and trade.
 - 7.3.3. You will not link to or describe goods/services on the Site that you do not offer.

- 7.3.4. You will comply with the applicable legislation, including, among others, the Second Hand Goods Act and, if applicable, the Consumer Protection Act (“CPA”).
- 7.3.5. You will follow the Church’s Listing Policy.
- 7.4. Goods/services listed must:
 - 7.4.1. Match their description.
 - 7.4.2. Be non-defective and rendered with due care.
 - 7.4.3. Be legally compliant, especially with the CPA.
 - 7.4.4. Be fit for purpose.
- 7.5. You must provide clear terms to Users, including:
 - 7.5.1. Payment terms, warranties, exclusions, delivery, returns, refunds, taxes, and costs.
 - 7.5.2. All values are in South African Rands unless stated otherwise.

8. User Responsibilities

- 8.1. **You agree and warrant to each Advertiser and JoshGen that:**
 - 8.1.1. Any trade between you and any Advertiser listed on this Site is entirely at your own risk.
 - 8.1.2. You have the ability to pay for the goods or services you engage with.

9. Ratings, Comments, and Feedback

- 9.1. By using the Site and Listing services, you agree that feedback, comments, and rating scores may be provided about you as an Advertiser.
- 9.2. The purpose of these ratings is to help Church members grow in their business and to assist Elders in disciplining Advertisers as Christian businesspeople.
- 9.3. Ratings must be:
 - 9.3.1. Truthful and fair
 - 9.3.2. Not misleading, deceptive, defamatory, harassing, threatening, or hateful
 - 9.3.3. Expressed with grace
- 9.4. If you believe a comment is false or defamatory (“Questionable Statement”), you may contact the BizPages Moderator at bizpages@joshgen.org.za.
- 9.5. JoshGen may investigate and may remove the statement, but is not obliged to do so.
- 9.6. Regardless of the outcome, you waive any claims against JoshGen related to such statements.

10. JoshGen Discretion

- 10.1. JoshGen reserves the right to alter or remove any Listing or information if:
 - 10.1.1. It infringes or may infringe intellectual property rights.
 - 10.1.2. It may cause liability or reputational harm to JoshGen or the Church.

- 10.1.3. You are not legally permitted to offer the goods/services listed.
- 10.1.4. You have not complied with Clauses 4.1 or 6.1.
- 10.1.5. Required by law.
- 10.1.6. You breach any provision of this Agreement.
- 10.1.7. For any other reason at JoshGen's sole discretion.
- 10.2. You waive any rights to challenge such actions, subject to the Consumer Protection Act.

11. Trade

- 11.1. Advertisers and Users are solely responsible for their transactions, including legal compliance, payment, insurance (if applicable), delivery arrangements and taxes and duties.
- 11.2. JoshGen is not involved in the sale or purchase of goods/services.
- 11.3. All queries, including defects or non-delivery, must be directed to the Advertiser.
- 11.4. Disputes are subject to the conflict resolution provisions in this Agreement.

12. Changes to Terms and Conditions

- 12.1. JoshGen may change these Terms & Conditions at any time.
- 12.2. Changes will be posted on the Site and take effect immediately.
- 12.3. Continued use of the Site or Listing Services after changes constitutes acceptance of the new terms.

13. Compliance with These Terms and Conditions

- 13.1. JoshGen may monitor your conduct if it believes you are not complying with this Agreement.
- 13.2. Confidentiality will be respected unless:
 - 13.2.1. Disclosure could implicate JoshGen in legal claims.
 - 13.2.2. Required by law.
 - 13.2.3. Necessary to protect JoshGen's rights or interests.
- 13.3. Use of User/Advertiser information must comply with applicable laws, including POPIA, and only for:
 - 13.3.1. JoshGen's disclosed purpose.
 - 13.3.2. Using services offered through Advertisers.
 - 13.3.3. Other purposes expressly agreed to by the User.
- 13.4. You must respect other Users' privacy, disclose your privacy and security policies to other Users.
- 13.5. You agree not to:
 - 13.5.1. Mislead others.

13.5.2. Engage in spam, indiscriminate advertising, cybersquatting, or typosquatting.

13.5.3. Operate a business, websites or emails promoting illegal or offensive content.

13.5.4. Open more than one BizPages account or provide false information.

13.5.5. Harass or threaten JoshGen staff or Users.

14. Entering into this Agreement

You warrant that:

14.1. If an individual, you are 18+ and legally capable.

14.2. If a juristic entity:

14.2.1. You are properly incorporated and authorised.

14.2.2. This Agreement does not violate your governance documents.

14.3. If under 18, you must have consent and supervision from a parent or guardian. That person will be held responsible for your obligations.

15. Commercial Use of Services

15.1. The Listing Services are for personal use only. You may not resell, trade, or allow third-party use.

16. Service Reliability

16.1. JoshGen does not guarantee uninterrupted or secure access to the Site or Services.

16.2. Disruptions may occur due to factors beyond control, including cyber threats.

17. Release and Indemnity

17.1. ***You agree to indemnify JoshGen and its representatives against any claims, losses, or costs arising from:***

17.1.1. ***Your use of the Listing Services.***

17.1.2. ***Your trade with Advertisers.***

17.1.3. ***Any content shared via the Site.***

17.1.4. ***Any breach of rights or laws.***

17.1.5. ***Any service interruptions or terminations.***

18. Dispute Resolution

18.1. Disputes must first be submitted to mediation by Church Elders.

18.2. If unresolved, arbitration will be conducted by a panel appointed by JoshGen and Four12 leadership.

18.3. Arbitration will be:

18.3.1. Held in Cape Town (or another agreed location).

18.3.2. Conducted in English (or another agreed language).

18.3.3. Completed within 90 days.

18.3.4. Confidential.

18.3.5. Final and binding, with no right of appeal.

18.4. You are liable for all costs incurred by JoshGen in enforcing this Agreement.

19. Entire Agreement

19.1. This Agreement and the JoshGen Website Terms & Conditions form the full agreement between you and JoshGen.

19.2. If there is a conflict, this Agreement prevails.

20. Relationship of Parties

20.1. Nothing in this Agreement creates a partnership, joint venture, or agency relationship between parties.

21. Further Assurances

21.1. Each party agrees to take the necessary steps to give effect to this Agreement.

22. Non-Waiver

22.1. Failure to enforce any provision does not waive the right to enforce it later.

23. Governing Law

23.1. This Agreement is governed by South African law.

23.2. Disputes fall under the jurisdiction of the Western Cape High Court, Magistrate's Court, or Regional Court, regardless of the claim amount.

Effective Date: 26 May 2025