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DONATION TERMS DISCLOSURE

Dunamis Documentary Foundation NPC

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DONATION TERMS & FINANCIAL PROCESSING DISCLOSURE

Dunamis Documentary Foundation NPC

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1. INTRODUCTION AND ACCEPTANCE

- 1.1. These Donation Terms & Financial Processing Disclosure (“Terms”) govern all voluntary financial contributions made to Dunamis Documentary Foundation NPC (“Dunamis”, “the Foundation”, “we”, “our”, “us”).
- 1.2. Dunamis is a duly registered Non-Profit Company operating in accordance with the applicable laws of the Republic of South Africa.
- 1.3. By proceeding with a donation through any of Dunamis’ platforms, payment channels, campaigns, or related digital services, you (“Donor”) acknowledge and confirm that:
 - 1.3.1. Your contribution is voluntary.\You have read and understood these Terms.
 - 1.3.2. You agree to be bound by these Terms; and
 - 1.3.3. You consent to the financial processing and handling of your donation as described herein.
- 1.4. If you do not agree with these Terms, you should not proceed with the donation.

2. NATURE OF DONATIONS AND LEGAL STATUS

- 2.1. All contributions made to Dunamis Documentary Foundation NPC are voluntary donations made without expectation of financial return, ownership interest, profit participation, equity, repayment, or any form of investment benefit.
- 2.2. Donations do not constitute:

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- 2.2.1. An investment or financial product.
- 2.2.2. A loan or credit agreement.
- 2.2.3. The purchase of shares, tokens, securities, or any ownership rights.
- 2.2.4. A partnership or joint venture arrangement with Dunamis.
- 2.3. Unless expressly stated in writing, donations are unrestricted and may be applied at the discretion of Dunamis toward its charitable objectives, operational costs, documentary production activities, platform development, outreach initiatives, or administrative expenses necessary to advance the Foundation's mission.
- 2.4. Where a donation is made toward a specific campaign or designated purpose, Dunamis will use reasonable efforts to apply the funds accordingly. However, if the stated purpose becomes impractical, unlawful, or impossible to fulfil, Dunamis reserves the right to redirect the funds toward a substantially similar purpose consistent with its objectives.
- 2.5. Donations are final and are not refundable except where required by applicable law or in cases of proven payment error or unauthorised transaction.

3. FINANCIAL PROCESSING AND PAYMENT METHODS

- 3.1. Donations may be made through approved payment channels made available by Dunamis, including online payment gateways, electronic funds transfer (EFT), card payments, or other authorised digital payment solutions.
- 3.2. All card payments and online financial transactions are processed securely through PCI-DSS compliant third-party payment service providers. Dunamis does not store full credit or debit card numbers on its systems.
- 3.3. By submitting payment information, the Donor represents and warrants that:
 - 3.3.1. They are authorised to use the selected payment method.
 - 3.3.2. The payment details provided are accurate and lawful; and
 - 3.3.3. Sufficient funds or credit are available to complete the transaction.
- 3.4. Dunamis is not responsible for transaction failures, delays, or errors caused by third-party payment processors, banking institutions, network interruptions, or force majeure events beyond its reasonable control.
- 3.5. Transaction confirmations will be issued electronically to the email address provided at the time of donation. It is the Donor's responsibility to ensure that contact information is accurate.
- 3.6. Dunamis reserves the right to decline, suspend, or reverse any donation where there is reasonable suspicion of fraud, unlawful activity, chargeback abuse, or regulatory non-compliance.
- 3.7. Processing fees charged by payment service providers may be deducted from the donated amount unless otherwise stated in a specific campaign disclosure.

4. TAX TREATMENT, SECTION 18A STATUS, REFUNDS AND CHARGEBACKS

4.1. Tax Treatment

- 4.1.1. Donations made to Dunamis Documentary Foundation NPC may qualify for tax deductibility only where Dunamis has been formally approved by the South African Revenue Service (SARS) as a Public Benefit Organisation

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(PBO) with Section 18A status in terms of the Income Tax Act, or where donations are processed through an approved Section 18A entity acting in conjunction with Dunamis.

4.2. **Section 18A Approval Status**

4.2.1. Where Section 18A approval has been granted, official tax-deductible receipts will be issued in accordance with SARS requirements.

4.2.2. If Section 18A approval is pending or donations are administered in conjunction with a separate approved PBO, tax certificates will be issued only by the qualifying entity authorised to do so. Donors acknowledge that not all donations may qualify for tax deductibility, depending on the legal structure and approval status at the time of donation.

4.3. **No Tax Advice**

4.3.1. Dunamis does not provide tax advice. Donors are encouraged to consult their own tax advisors regarding the deductibility of any contribution.

4.4. **Refund Policy**

4.4.1. Donations are voluntary and final. Refunds will not be granted except in cases of:

4.4.1.1. Proven payment error.

4.4.1.2. Duplicate transaction.

4.4.1.3. Unauthorised or fraudulent transaction verified by the payment provider; or

4.4.1.4. Where required by applicable law.

4.4.2. Refund requests must be submitted in writing within a reasonable period after the transaction date and may be subject to verification procedures.

4.5. **Chargebacks and Reversals:** In the event of a chargeback or payment reversal initiated through a bank or payment provider, Dunamis reserves the right to:

4.5.1. Suspend associated donor accounts pending investigation.

4.5.2. Recover administrative, banking, or chargeback fees incurred; and

4.5.3. Provide transaction records to financial institutions or authorities where required.

4.6. Fraudulent or abusive chargebacks may result in legal action where appropriate.

5. **USE OF FUNDS AND FINANCIAL TRANSPARENCY**

5.1. **Application of Donations:** All donations received by Dunamis Documentary Foundation NPC will be applied in furtherance of its stated charitable objectives, including but not limited to documentary production, storytelling initiatives, media distribution, community impact projects, educational outreach, platform development, operational sustainability, and administrative support necessary to advance the Foundation's mission.

5.2. **Restricted and Designated Donations:** Where a donation is made toward a specific campaign, project, or designated purpose, Dunamis will use reasonable efforts to apply the funds in accordance with that designation. If the specified purpose becomes impractical, infeasible, unlawful, or unable to be completed for any

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reason, Dunamis reserves the right to reallocate such funds to a substantially similar purpose consistent with its objectives and donor intent.

- 5.3. **Operational and Administrative Costs:** Donors acknowledge that a portion of donations may be used to cover operational, administrative, compliance, fundraising, technological, and professional service costs required to maintain the sustainability, governance, and lawful operation of the Foundation.
- 5.4. **Financial Oversight and Governance:** Dunamis maintains internal financial controls and governance structures designed to ensure responsible stewardship of donated funds. Financial records are maintained in accordance with applicable South African laws governing Non-Profit Companies.
- 5.5. **Transparency Commitment:** Dunamis is committed to transparency and accountability in its financial management. Summary financial information, reports, or impact updates may be made available periodically through official communications or on its website, subject to legal and confidentiality considerations.

6. DONOR REPRESENTATIONS AND ANTI-MONEY LAUNDERING COMPLIANCE

- 6.1. **Lawful Source of Funds:** By donating, the Donor represents and warrants that all funds contributed are derived from lawful sources and do not constitute proceeds of crime, unlawful activities, money laundering, terrorist financing, fraud, corruption, or any other prohibited conduct under applicable law.
- 6.2. **Compliance with Applicable Laws:** The Donor confirms that the donation does not violate any applicable laws, sanctions regulations, anti-money laundering legislation, exchange control regulations, or international compliance frameworks applicable in the Republic of South Africa or any other relevant jurisdiction.
- 6.3. **Sanctions and Prohibited Persons:** The Donor represents that they are not:
 - 6.4. Listed on any national or international sanctions list.
 - 6.5. Subject to trade restrictions, asset freezes, or financial sanctions.
 - 6.6. Acting on behalf of any sanctioned individual, entity, or prohibited organisation.
- 6.7. **Right to Conduct Verification:** Dunamis reserves the right, where reasonably required for compliance purposes, to:
 - 6.7.1. Request additional information to verify the identity of a Donor.
 - 6.7.2. Conduct due diligence checks.
 - 6.7.3. Delay, suspend, refuse, or return a donation pending verification.
 - 6.7.4. Report suspicious transactions to relevant authorities where required by law.
- 6.8. **Suspicious Transactions:** If Dunamis reasonably suspects that a donation may involve unlawful activity, regulatory non-compliance, or reputational risk, the Foundation may:
 - 6.8.1. Decline or reverse the donation.
 - 6.8.2. Freeze associated accounts.
 - 6.8.3. Disclose relevant information to regulatory or law enforcement authorities as legally required.

- 6.9. 6.No Obligation to Accept Donations: Dunamis reserves the right, at its sole discretion and without providing reasons, to refuse or return any donation that it considers inconsistent with its mission, legal obligations, ethical standards, or regulatory compliance requirements.

7. LIMITATION OF LIABILITY, INDEMNITY, AND GOVERNING LAW

- 7.1. **Limitation of Liability:** To the fullest extent permitted by applicable law, Dunamis Documentary Foundation NPC, its directors, officers, employees, trustees, volunteers, contractors, and affiliates shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or in connection with any donation made to the Foundation.
- 7.2. Dunamis shall not be liable for:
- 7.2.1. Technical failures, system interruptions, or payment gateway errors.
 - 7.2.2. Banking delays or third-party processing failures.
 - 7.2.3. Unauthorised access arising from circumstances beyond its reasonable control.
 - 7.2.4. Any loss resulting from force majeure events, including acts of God, cyber incidents, infrastructure failures, regulatory actions, or civil unrest.
 - 7.2.5. In any event, the total aggregate liability of Dunamis arising from a specific donation shall not exceed the value of the donation amount received.
- 7.3. **Donor Indemnity:** The Donor agrees to indemnify and hold harmless Dunamis, its directors, officers, employees, and agents against any claims, losses, damages, liabilities, penalties, regulatory actions, costs, or expenses (including reasonable legal fees) arising from:
- 7.4. Breach of these Terms by the Donor.
 - 7.5. Misrepresentation of identity or lawful authority.
 - 7.6. Violation of applicable laws or regulations.
 - 7.7. Fraudulent, unlawful, or negligent conduct connected to a donation.
- 7.8. **Severability:** If any provision of these Terms is found to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.
- 7.9. **Governing Law:** These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 7.10. **Jurisdiction:** Any dispute arising from or in connection with these Terms or any donation made to Dunamis shall be subject to the exclusive jurisdiction of the competent courts of South Africa.