



# Open Doors

Serving persecuted **Christians** worldwide

Please read the following Website Legal Notice carefully as it contains the terms and conditions of usage of the Open Doors website located at <http://www.opendoors.org.za> ("Website") owned by Open Doors Limited (Association Incorporated under Section 21 ("Open Doors")) as well as other important legal notices applicable to the end user accessing the Website ("User") or ("You") or person otherwise communicating with Open Doors ("Members").

Enquiries: [southafrica@od.org](mailto:southafrica@od.org)

## WEBSITE LEGAL NOTICE

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OPEN DOORS LIMITED (ASSOCIATION INCORPORATED  
UNDER SECTION 21)

1. Website Terms and Conditions of Usage	<a href="#"><u>go there</u></a>
2. Open Doors Information and Website Compliance	<a href="#"><u>go there</u></a>
3. Website Privacy Policy	<a href="#"><u>go there</u></a>
4. Terms and Conditions of Electronic Transactions and/or Donations	<a href="#"><u>go there</u></a>
5. Open Doors Technical Contacts	<a href="#"><u>go there</u></a>
6. Open Doors Complaints Contacts	<a href="#"><u>go there</u></a>

## 1. WEBSITE TERMS AND CONDITIONS OF USAGE

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The User's (Your) usage of the online information services contained on the Website constitutes Your acceptance of the Terms and Conditions of Usage contained below and Your arising obligations towards Open Doors. Open Doors may amend these Terms and Conditions of Usage at any time by posting the amended Terms and Conditions on the Website. All amended terms shall automatically become effective immediately after they are posted on the Website and any subsequent use of the site shall be governed by such amended terms. This agreement was last revised on 15 January 2011. You are advised to regularly check these Terms and Conditions for any amendments or updates.

**Enquiries:** [southafrica@od.org](mailto:southafrica@od.org)

- 1.1. Membership:** Only persons 18 years or older are eligible to become Members of the Open Doors community (Members). As such You warrant that you are 18 years or older or have obtained parental consent for our Membership. Unless otherwise indicated by a singular reference to subscribers, donors or Users, the reference to Members in this Website Legal Notice includes subscribers, donors & Users. **User Content:** Should You upload, display, share, publish or otherwise submit Your personal or proprietary content "User Content" to Open Doors including Your name, photos of You, messages, videos You do so at Your sole risk and indemnify Open Doors in respect of any loss or harm that You may suffer in respect of any acts and omissions related to such personal or proprietary information. Open Doors is entitled however to, without obligation to do so, delete or remove without notice any User Content that violates this Agreement or is offensive, illegal or violates the rights of, or otherwise harm Open Doors and/or of third parties. Open Doors is entitled to make copies of Your User Content as necessary to facilitate the posting and storage of such Content on the Website and/or render specified services to You. You grant Open Doors and represent and warrant that You have the right to grant Open Doors an irrevocable, perpetual, exclusive, transferable, free from fees, worldwide licence to use, copy, publicly perform, broadcast, publicly display, reformat, translate, excerpt in whole or in part and distribute such User Content as necessary in accordance with Your use of the Website or for the purposes of Open Doors rendering specified services to You. Such licence will expire on Your removal of Your User Content from the Website, however, Open Doors shall be entitled to retain archived copies of Your User Content notwithstanding such expiration.
- 1.2. Limited Liability of Open Doors:** The User understands, acknowledges and agrees that usage of the Website and Services is at the sole discretion and risk of the User. Open Doors reserves the right at any time to change or discontinue any aspect or feature of the Website or Services, including, but not limited to, content, hours of availability, products, Services offered and equipment needed for access or use of the Website. Notwithstanding the effort placed on maintaining the availability and accessibility of the Website and Services, Open Doors takes no responsibility for, and will not be liable for the Website or Services being temporarily unavailable or inaccessible for whatever reason. You accept and agree that Open Doors may terminate Your Membership, delete Your User Content or Personal Information and/or prohibit Your further use of the Website and/or Services at its sole discretion, with or without notice.

- 1.3. No Warranty:** The information contained on the Website and the Services provided via the Website is provided by Open Doors and/or its partners, affiliates, members, suppliers or agents without warranty of any kind, expressed or implied, including (but not limited to) any implied warranties of reliability, fitness for any particular purpose, timeliness, sequence, completeness, non-infringement of third party rights and/or freedom from errors or inaccuracies.
- 1.4. Indemnification of Open Doors:** You agree to defend, indemnify and hold Open Doors, its officers, directors, employees, agents, licensors, suppliers and members harmless from and against any claims, damages, actions and liabilities including without limitation, our loss of profits, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use the Website or the Services and any reasonable legal and accounting fees, resulting from, or alleged to result from Your use of this Website or the Services.
- 1.5. Unauthorised use of the Website:** The User is permitted to use the Website for lawful purposes only. Unauthorised use of the Website includes posting or transmission of data which violates or infringes in any way this Legal Notice or the rights of Open Doors or third parties, which is unlawful, defamatory or otherwise objectionable or offensive in the discretion of Open Doors. Unauthorised use of this Website may give rise to Open Doors instituting a claim for damages against You and/or You may be found guilty of a statutory and/or criminal offence and/or be liable for civil damages.
- 1.6. Website Links:** From time to time this Website may include links to other websites. These links are provided for Your convenience for the purposes of providing further information. Such links do not signify that Open Doors endorses the website(s) linked to. You agree that Open Doors shall have no responsibility or bear no liability in relation to the content of the linked website(s).

- 1.7. Applicable Law and Jurisdiction:** This Agreement, the Services and the products shall be governed by and be interpreted in accordance with the law of South Africa. Any dispute regarding this Agreement or the Services that cannot be resolved between the Parties, shall first be referred to confidential arbitration in terms of the rules of the Arbitration Foundation of South Africa prior to proceeding to Court and such arbitration shall be conducted in English in Johannesburg. Access to the Website and use of the Services in territories or countries where this Website or the Services contained on it is offensive or otherwise objectionable is at the User's discretion.
- 1.8. Severability:** If any provision of this Website Legal Notice is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Website Legal Notice, which shall remain in full force and effect.
- 1.9. Website Intellectual Property:** This Website constitutes software, services and content (such as text, animation, photos, video, graphics, music, sound and voice) that is the intellectual property of Open Doors and/or various third parties and subject to the intellectual property laws of South Africa. Further and to the extent that Open Doors does not own specific content or such content falls within the public domain, Open Doors may hold copyright in the selection, coordination, arrangement and enhancement of such information on the Website. No license to Open Doors' intellectual property or the intellectual property of third parties has been granted to You unless otherwise indicated. The software, Services and content may not be used in violation of the intellectual property rights of Open Doors and/or such third parties as applicable. Without limitation on the prohibitions placed on the User, the User expressly agrees not to:
- 1.9.1.** commercially exploit, reproduce, distribute, transmit, display, publish or broadcast any Website content without the prior written approval of Open Doors or in the case of third party content, the owner of that content;
  - 1.9.2.** the User agrees not to claim or convey ownership of Website content either in its entirety or otherwise;
  - 1.9.3.** modify the Website content for the purposes of reposting to other websites;
  - 1.9.4.** alter or remove any trademark, copyright or other notice from the Website content;
  - 1.9.5.** copy or otherwise incorporate Website content into or store in any other website, electronic retrieval system, publication or other work in any form; and/or

**1.9.6.** frame the Website or any part of the Website.

**1.10. Unsolicited Commercial Communications:** You agree not to collect or use any Personal Information of users of the Website and/or members of Open Doors for the purposes of transmitting and/or facilitating in the transmission of unsolicited commercial communications (“SPAM”).

## 2. OPEN DOORS ORGANISATION INFORMATION

The following table contains further information on Open Doors and represents the information that must be provided by Open Doors to You in compliance with Section 43 of the Electronic Communications and Transactions Act. This section of the Website Legal Notice was last revised on 15 January 2011. You are advised to regularly check this section of the Website Legal Notice for any amendments or updates.

Enquiries: [southafrica@od.org](mailto:southafrica@od.org)

1.	The full name of Open Doors:	Open Doors Limited (Association Incorporated under Section 21), a Section 21 Company, duly incorporated and registered in terms of the Companies Act (61 of 1973) of South Africa.
2.	Open Doors' physical address and telephone number:	+27 (0) 11 888 9341
3.	Open Doors' web site address and e-mail contact address:	<a href="http://www.opendoors.org.za">http://www.opendoors.org.za</a> <a href="mailto:southafrica@od.org">southafrica@od.org</a>
4.	Membership of any self-regulatory or accreditation bodies to which Open Doors belongs or subscribes:	Wireless Applicators Service Providers Association (WASPA)
5.	Code of Conduct to which Open Doors subscribes and how that code of Conduct may be accessed electronically:	Wireless Applicators Service Providers Association (WASPA) <a href="http://www.waspa.org">www.waspa.org</a>
6.	The registration number of Open Doors:	2004/023397/08
7.	The place of registration:	South Africa



8.	The names of Directors:	Executive Director: J Gouws  Board of Directors: GG Wood (Chairperson), HAM Fourie, WM Louw, K George, P Mcloughlin, GB Rogers
9.	The physical address where Open Doors will receive legal service of documents:	65A 1 <sup>st</sup> Avenue  Alberton North  Johannesburg
10.	Description of the main characteristics of the products or services offered by Open Doors:	Open Doors is a not for gain, Christian based organisation, which aims to assist restricted or persecuted Christians worldwide and encourage involvement in world evangelism. Open Doors provides education in the Christian faith, as well as in their aforementioned causes. They supply <i>inter alia</i> books, Bibles, writings and DVD's. They also give guidance, leadership training and socio-economic development in line with their beliefs. They rely on donations from the public to help them achieve their aims.
11.	The full price of goods or services, including transport costs, taxes and any other fees or costs:	Please see the webpage <a href="#">Pricing</a> for the relevant costs.
12.	The manner of payment:	Payment may be effected via bank deposit, internet transfer or by credit card.
13.	The terms of Agreement, including any guarantees, that will apply to the transaction and how those terms may be accessed, stored and reproduced electronically:	As set out in this Legal Notice.
14.	The time within which the goods will be dispatched or delivered or within which the services will be rendered:	9 – 12 business days from date of receipt of payment by Open Doors.
15.	The manner and period within which consumers can access and	

	maintain a full record of the transaction:	
16.	The return, exchange and refund policy of that supplier:	As set out in this Legal Notice.
17.	Alternative Dispute Resolution Code:	You agree that in the event of a dispute or alleged breach of the terms hereof You will work together with Open Doors in good faith to resolve the matter internally by escalating it to higher levels of management prior to resorting to arbitration.
18.	The security procedures and privacy policy of Open Doors in respect of payment, payment information and personal information:	See <a href="#">Privacy Policy</a> .
19.	The minimum duration of the agreement in the case of agreements for the supply of products or services to be performed on or ongoing basis or recurrently:	Products are offered once-off.
20.	The rights of the consumers in terms of section 44:	The consumer is entitled to a cooling off period.

### 3. WEBSITE PRIVACY POLICY

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The following table contains important information on Open Doors Privacy Policy and includes the various consents and permissions provided by You to Open Doors to in respect of use of Your Personal Information. This section of the Website Legal Notice was last revised on 15 January 2011. You are advised to regularly check this section of the Website Legal Notice for any amendments or updates.

#### 3.1. Privacy and Personal Information:

3.1.1. Open Doors endeavours to comply with all laws and regulations including the 1996 South African Constitution and other legislation providing for privacy. As such, Open Doors seeks to ensure the quality and accuracy of personal information in its possession and processed with South African law.

3.1.2. Open Doors shall not be obliged to ascertain or provide the identity of the sender of any messages or content.

3.2. **Personal Information Collected, Principle of Minimalism and Purpose of Collection:** Please be assured that the privacy of Open Doors' Members is of the utmost importance to Open Doors. The Open Doors Website collects, processes and stores personal information of its Members subject to the following principles:

3.2.1. Relevant and minimal personal information of Members is collected for the purpose of managing Member's communications with Open Doors. Members warrant that all personal information supplied by them with regard to an electronic transaction is both true and correct. In the event of any aspect of their personal information changing post submission, it is their responsibility to immediately notify Open Doors of the said changes. Notification must occur via an email sent to [southafrica@od.org](mailto:southafrica@od.org). The customers agree to indemnify and hold Open Doors, its officers, directors, employees, agents, licensors, suppliers and members harmless from and against any claims, damages, actions and liabilities including without limitation, loss of profits, direct, indirect, incidental, special, consequential or punitive damages arising out of Open Doors reliance on the Member's personal information in fulfilling an online order, should their personal information contain any errors or inaccuracies.

**3.2.2.** Relevant and minimal personal information of Users and/or Members is collected automatically by Open Doors and its authorised technology agents as a result of the Users and/or Members visits to the Open Doors Website. This information is used to make the visit to the Website more efficient, and analysis thereof facilitates improvements made to the experience of the Website. Open Doors' agents and service providers may also automatically log Your "IP address" which is a unique identifier for the Member's computer and/or other access device. Further and to the extent necessary, Open Doors may utilise the Member's contact information, submitted, for communications with the Member such as marketing or rendering Services requested by the Member from Open Doors. This information may include, without limitation: the Member's name, e-mail address, mobile phone, landline phone details, credit card details and banking details. Open Doors will not edit, disclose or sell any personal information to third parties other than required for the provision of the Services and electronic communication and transaction facilities to the Member; in the ordinary course of business and where required to do so by law. The Member agrees that their submission of their personal information indicates their willingness for such information to be used as discussed herein.

### **3.3. Handling of Your Personal Information:**

- 3.3.1.** To prevent unauthorised access, maintain data accuracy and ensure the appropriate use of information, Open Doors has in place policies and procedures to protect the personal information Open Doors collects about the Member.
- 3.3.2.** Members acknowledge that records relating to the provision of Services and personal information may be required to be retained in terms of law, operational purposes and for evidential reasons by Open Doors and Users expressly agree to such retention and necessary access to such records.
- 3.3.3.** Further, and to the extent necessary, Open Doors may utilise the contact information to provide the Member with information requested by the Member in relation to events, services and/or products offered by Open Doors.

**3.3.4.** Members contact information and the contact information of third parties submitted may be used for communications such as marketing and distribution of newsletters to Members or the relevant third parties.

This contact information includes without limitation: names, email addresses and/or contact numbers. In providing information relating to third parties, the Member warrants that the right to provide such information. The Member agrees that their submission of their information indicates their express willingness for their information to be used as discussed above.

**3.3.5.** If the Member elects to submit content to Open Doors via the Website and/or via email, which would include but is not limited to: feedback on articles and/or experiences, the Member agrees for such information submitted to be published by Open Doors with their name and other information provided.

**3.4. Disclosure of personal information:** Open Doors may disclose personal information

**3.4.1.** to comply with the law or with legal process;

**3.4.2.** protect and defend Open Doors' rights, equipment, facilities, and other property;

**3.4.3.** protect Open Doors against misuse or unauthorised use of the Website; and/ or

**3.4.4.** protect other Website Users or third parties affected negatively by the relevant Member's use of the Website.

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## 4. TERMS AND CONDITIONS OF ELECTRONIC TRANSACTIONS AND/OR DONATIONS

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The following section contains the terms and conditions applicable to the electronic transactions and/or donations concluded by You on the Website. This section of the Website Legal Notice was last revised on 15 January 2011. You are advised to regularly check this section of the Website Legal Notice for any amendments or updates.

Enquiries: [southafrica@od.org](mailto:southafrica@od.org)

### 4.1. Validity of Electronic Transaction:

4.1.1. A valid electronic transaction is concluded on:

4.1.1.1. An online order form being completed by You and successfully transmitted to Open Doors;

4.1.1.2. Receipt of payment in full by Open Doors of the amount due, owing and payable by You in respect of Your order; and

4.1.1.3. An Order Confirmation being sent by Open Doors to You.

### 4.2. Donations:

4.2.1. You warrant that all donations made by You are made freely and voluntarily, with the express understanding that no duties and/or obligations will arise on behalf of Open Doors.

4.2.2. Open Doors warrants that any donations received by You, will go towards the cause specified by You on Your donation form. In the event that no cause is specified Open Doors will have the sole discretion in determining which of their causes to donate the money and/or goods to; Open Doors does warrant that should this situation arise the money and/or goods will be donated to one of their causes.

### 4.3. Payment:

4.3.1. You may effect payment pertaining to your electronic transaction and/or donation, of the amount(s) due, owing and payable via:

4.3.1.1. Bank deposit;

4.3.1.2. Internet transfer; or

#### 4.3.1.3. Credit Card.

- Payments made via credit card will be accepted via the facility of PayFast.

4.3.2. All payments to Open Doors must be made in South African Rand (ZAR).

#### 4.3.3. Credit Card Transactions:

4.2.3.1 Open Doors places reliance on the security protocols affected by their payment facility suppliers.

Further information regarding the security protocols implemented by the service providers is available at:-

- PayFast - <http://www.payfast.co.za/c/std/credit-cards-buyer>

4.2.3.2 You agree to indemnify Open Doors, its officers, directors, employees, agents, licensors and suppliers, harmless from and against any claims, damages, actions and liabilities including without limitation, your loss of profits, direct, indirect, incidental, special, consequential or punitive damages arising out of any security breaches which are attributable to You, third parties or our payment facility suppliers.

4.2.3.3 The User authorises Open Doors or their authorised agents to charge the credit card submitted by the User as the manner/mode of payment for the products/Services described herein. The User warrants that the customer is the authorised user of such credit card. Open Doors agrees to take all reasonable precautions to secure the processing of the member's credit card. You agree to indemnify Open Doors, its officers, directors, employees, agents, licensors and suppliers, harmless from and against any claims, damages, actions and liabilities including without limitation, your loss of profits, direct, indirect, incidental, special, consequential or punitive damages arising out of any security breaches which are attributable to You, or third parties.

#### 4.4. Cancellation of Transaction:

**4.4.1.** Open Doors reserves the right to refuse to accept, process or honour payment on any order and to cancel any transaction at their sole discretion including an order for which payment has been received. The reasons may include, without limitation, causes beyond the control of Open Doors, where the “stock” held by Open Doors is insufficient, or not of an adequate quality in the discretion of Open Doors. Should Open Doors cancel the order, as abovementioned, the User shall be entitled to receive a full refund of any monies actually received by Open Doors.

**4.4.2.** You are entitled to cancel Your transaction within the period of seven (7) days of the date of receipt of the goods.

**4.4.2.1.** Your notice of cancellation must be affected by You to Open Doors via email, sent to [southafrica@od.org](mailto:southafrica@od.org).

**4.4.2.2.** In the event that the goods having been delivered to You, cancellation is subject to the goods remaining sealed, unopened and unused.

**4.4.2.3.** In the event of a cancellation, You will receive a full refund of the amount which You paid to Open Doors. Said amount pertains solely to the cancelled transaction.

**4.4.2.4.** The aforementioned refund will be paid to You within thirty (30) days of the date of cancellation.

**4.4.2.5.** You will be liable for any costs applicable to the return of the goods to Open Doors, as well as for an administrative fee being 10% of the product’s purchase price. In the event that the package is damaged and/or lost in transit, Open Doors will not be held liable.

**4.4.2.6.** All packages must be returned to Open Doors at P. O. Box 1771, Cresta, Johannesburg, Gauteng, South Africa, 2118.

#### **4.5. Product and Pricing Information on Website:**

**4.5.1.** Open Doors undertakes to take all reasonable steps to ensure that the website accurately displays the correct pricing structures, amounts due and surcharges (which includes but is not limited to: delivery charges, and import duties) payable.

**4.5.2.** Open Doors undertakes to take all reasonable steps to ensure that the website accurately displays the product availability and specifications of products offered for sale.



4.5.3. Notwithstanding 4.5.1 and 4.5.2 above discrepancies in pricing published and invoiced may arise from without limitation changes in suppliers pricing and fluctuating exchange rates; while discrepancies in product descriptions and availability may arise from without limitation the supplier's product availability.

4.5.4. It is Your responsibility to verify Your purchase prior to payment and in accordance, You agree that Open Doors shall not be liable to You for any discrepancies in pricing and variation in product descriptions as contemplated in 4.5.3 above subject to 4.5.5 below:

4.5.5. Where a transaction is concluded by You in respect of a product that is not available, You or Open Doors shall be entitled to cancel the transaction in accordance with 4.4. above and entitled to a refund.

4.5.6. All prices quoted on the website are inclusive of value added tax (VAT) at the rate of 14%.

#### **4.6 Deliveries:**

4.6.1 Open Doors delivers exclusively within the borders of South Africa.

4.6.2 Open Doors will take all reasonable steps to ensure Your products are delivered to You as soon as possible. However, You must allow for nine (9) to twelve (12) business days, from receipt of your Order Confirmation, for delivery to occur.

4.6.3 The delivery period will commence on receipt of payment in full for Your order by Open Doors.

4.6.4 You agree to indemnify Open Doors against any and/or all claims, damages, actions and liabilities including without limitation, your loss of profits, direct, indirect, incidental, special, consequential or punitive damages arising out of late delivery that has occurred due to reasons that are beyond the control of Open Doors.

#### **4.7 Damaged/ Defective/Incorrect Products:**

4.7.1 You agree to inspect and ensure that all products received by You are not damaged, are in good working order and are the products that you have ordered on the date of receipt of the product.

**4.7.2** In the event that You are supplied with the incorrect product or a damaged and/or defective product You must notify Open Doors within two (2) days of date of receipt of the product. Notification must occur via an email, sent to [southafrica@od.org](mailto:southafrica@od.org), alternatively telephonically, by calling +27 (11) 888 9341 and the product must be immediately returned to Open Doors at P. O. Box 1771, Cresta, Johannesburg, Gauteng, South Africa, 2118. On receipt of the product by Open Doors, Open Doors shall examine the product and provide You with confirmation as to whether the product is damaged or defective. In the case of the product being deemed damaged or defective:

**4.7.2.1** You may request a refund from Open Doors in accordance with the procedures specified in clause 4.4; alternatively,

**4.7.2.2** You may request a replacement product materially equivalent to the damaged/ defective product be delivered to you, which replacement product shall be delivered to You at Open Door's cost.

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**5. OPEN DOORS WEBSITE TECHNICAL CONTACTS**

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Name:
Designation: Webmaster
Email: webmaster@od.org
Tel: +27 11 888 9341

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**6. OPEN DOORS COMPLAINTS CONTACTS**

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Name:
Designation: Webmaster
Email: webmaster@od.org
Tel: +27 11 888 9341