

# YALPAE TERMS OF USE

*Effective Date: 25 May 2026 | Version 1.0*

## 1. Introduction and Acceptance

These Terms of Use ("Terms") govern your access to and use of the YALPAE website, membership platform, and all related online forms and services (collectively, the "Platform") operated by Young African Leaders, Pioneers and Entrepreneurs ("YALPAE", "we", "us", or "our"), a non-profit company registered in the Republic of South Africa (Registration No: 2025/670308/08).

By accessing or using the Platform in any way — including visiting the website, completing a registration, donation, or volunteer form, or accessing a member profile — you agree to be bound by these Terms and our Privacy Policy. If you do not agree, you must not use the Platform.

These Terms apply to all users of the Platform, including visitors, registered members, volunteers, donors, and partners.

## 2. About the Platform

The Platform is an informational and administrative tool operated by YALPAE. It allows users to:

- access publicly available information about YALPAE, its programmes, chapters, and activities;
- apply for YALPAE membership through the online registration form;
- submit volunteer expressions of interest;
- make donations or record in-kind contributions; and
- access a member profile once registered and approved.

All content published on the Platform — including updates, news, programme information, and organisational notices — is published exclusively by YALPAE. Users do not post, upload, or publish content on the Platform.

## 3. Eligibility and Access

The Platform is accessible to any person who agrees to these Terms. Membership registration is open to individuals who meet YALPAE's membership eligibility criteria as set out in YALPAE's Constitution and governance instruments.

YALPAE currently serves members between the ages of 10 and 35. Membership categories are assigned based on age at the time of registration:

- Junior Member: ages 10 to 15; and
- Ordinary Member: ages 16 to 35.

Persons outside these age ranges may be eligible for other membership designations, including Alumni, Board Member, Partner, or Donor status, as determined by YALPAE's governance instruments.

## 4. Junior Members and Parental Consent

If you are registering a person under the age of 18 as a Junior Member, the registration must include the contact details of a parent or lawful guardian, not the minor's own contact details.

Where a minor's own contact details are submitted, YALPAE will contact that address to request the parent's or guardian's details and send a parental consent form. A Junior Member account will not be activated until verified parental or guardian consent has been obtained.

By submitting a Junior Member registration, the parent or guardian confirms that they:

- are the lawful parent or guardian of the minor;
- consent to the minor's participation in YALPAE programmes and activities;
- consent to the collection and processing of the minor's personal information as described in the YALPAE Privacy Policy; and
- accept responsibility for ensuring the minor understands and complies with these Terms in a manner appropriate to their age.

YALPAE takes the safety and wellbeing of Junior Members seriously. Any concerns about a Junior Member's safety or welfare should be reported to YALPAE's Director of Child Protection and Safeguarding or the Information Officer immediately.

## 5. Membership Registration

When you complete the YALPAE membership registration form, you agree that:

- all information you provide is accurate, complete, and truthful to the best of your knowledge;
- you will notify YALPAE if any information you have provided changes;
- you meet the eligibility requirements for the membership category for which you are applying;
- you agree to uphold YALPAE's Constitution, Code of Conduct, membership standards, and safeguarding requirements; and
- you have read and agree to this Terms of Use and YALPAE's Privacy Policy.

Membership is subject to approval by YALPAE. Submission of a registration form does not guarantee membership. YALPAE reserves the right to decline, suspend, or terminate a membership in accordance with its Constitution and governance instruments.

Your membership type is assigned automatically based on your date of birth. YALPAE may update your membership type as you age or as your role within the organisation changes.

## 6. Member Accounts and Profiles

Once registered and approved, members may access a member profile through the Platform. You are responsible for ensuring that the information in your profile remains accurate and up to date.

Member profiles are administered by YALPAE. Certain profile information, including membership type, chapter affiliation, leadership role, and status, may only be updated by authorised YALPAE administrators or chapter leaders.

You must not attempt to access another member's profile or account, or to misrepresent yourself as another person or as having a role or status you do not hold.

If you believe your account has been accessed without your authorisation, you must notify YALPAE immediately at the contact details provided in Section 14.

## **7. Volunteer Registrations**

Any person may submit a volunteer expression of interest through the Platform. By submitting a volunteer form, you confirm that:

- the information you have provided is accurate;
- you understand that submission of the form does not guarantee a volunteer placement;
- you agree to comply with YALPAE's Code of Conduct, safeguarding requirements, and any role-specific requirements communicated to you; and
- you understand that your volunteer role and status may be updated, suspended, or closed by YALPAE in accordance with organisational needs and governance requirements.

### **7.1 General Volunteers**

Persons who register as general volunteers are available to serve across any YALPAE activity or section. General volunteer status is permanent once assigned and will not be changed to a specific role designation.

### **7.2 Specific-Role Volunteers**

Persons who apply for a specific volunteer role may accumulate multiple active roles over time. Role applications are subject to YALPAE approval. The status of each role (pending, active, or inactive) will be maintained in YALPAE's system.

### **7.3 Deletion of Volunteer Profile**

Volunteers may request the deletion of their volunteer profile and associated records by contacting YALPAE at the details set out in Section 14. Requests will be processed in accordance with YALPAE's Privacy Policy and applicable law. Certain records may be retained where required for legal, safeguarding, or accountability purposes.

## **8. Donations and In-Kind Contributions**

Any person may submit a donation or in-kind contribution through the Platform. By doing so, you confirm that:

- the information you provide is accurate, including your name, contact details, and contribution details;
- where a proof of payment is submitted, it is a true and accurate record of the transaction;
- you are authorised to make the donation or contribution on behalf of the entity named, where applicable;
- you understand that donations are made voluntarily and without expectation of any benefit, return, or consideration from YALPAE; and

- you consent to YALPAE recording and acknowledging your contribution for internal record-keeping, reporting, and recognition purposes.

YALPAE does not process online payments directly through the Platform. Donations are recorded through the submission of proof of payment. YALPAE is not responsible for any errors, losses, or disputes arising from payment transactions conducted through third-party payment providers.

Donations are non-refundable except where YALPAE determines, in its sole discretion, that a refund is appropriate in the circumstances.

## 9. Acceptable Use

By using the Platform, you agree that you will not:

- provide false, misleading, or fraudulent information in any form or registration;
- impersonate any person, organisation, or entity, or misrepresent your identity or affiliation;
- attempt to gain unauthorised access to any part of the Platform, any member account, or any YALPAE system;
- use the Platform for any unlawful purpose or in a manner that violates any applicable law or regulation;
- transmit or attempt to transmit any harmful, malicious, or disruptive code, software, or content;
- interfere with or disrupt the operation, integrity, or performance of the Platform or its infrastructure;
- use automated tools, bots, or scrapers to access, extract, or collect data from the Platform without YALPAE's written consent; or
- engage in any conduct that YALPAE reasonably considers harmful, offensive, or contrary to its Constitution, Code of Conduct, or safeguarding obligations.

YALPAE reserves the right to restrict or terminate access to the Platform for any user who violates these Terms or whose conduct is detrimental to YALPAE, its members, or its participants.

## 10. Intellectual Property

All content published on the Platform — including text, images, logos, graphics, programme materials, organisational documents, and other materials — is owned by or licensed to YALPAE and is protected by applicable intellectual property laws, including the Copyright Act 98 of 1978 and the Trade Marks Act 194 of 1993.

You may access and view Platform content for personal, non-commercial purposes. You may not, without YALPAE's prior written consent:

- reproduce, copy, distribute, or republish any content from the Platform;
- modify, adapt, or create derivative works from any Platform content;
- use YALPAE's name, logo, brand, or trade marks in any manner; or
- represent that you are affiliated with, endorsed by, or acting on behalf of YALPAE without authorisation.

Nothing in these Terms transfers any intellectual property rights to you.

## **11. Platform Content and Availability**

YALPAE publishes all content on the Platform and takes reasonable care to ensure that information is accurate and up to date. However, YALPAE does not warrant that the content on the Platform is complete, error-free, or suitable for any particular purpose.

YALPAE may update, modify, or remove any content on the Platform at any time without notice. Changes to organisational information, programme details, or membership structures will be published on the Platform as they occur.

YALPAE does not guarantee that the Platform will be available at all times or free from interruptions, errors, or security vulnerabilities. We will take reasonable steps to maintain Platform availability but accept no liability for downtime, data loss, or technical failures beyond our reasonable control.

## **12. Limitation of Liability**

To the fullest extent permitted by applicable law, YALPAE, its officers, directors, chapter leaders, volunteers, and service providers shall not be liable for:

- any indirect, incidental, special, or consequential loss or damage arising from your use of or inability to use the Platform;
- any loss of data, membership records, or submitted information arising from technical failures or circumstances beyond YALPAE's reasonable control;
- any errors, inaccuracies, or omissions in Platform content;
- any unauthorised access to or use of your account or personal information, where YALPAE has implemented reasonable security measures; or
- any third-party services, websites, or platforms linked to or referenced from the Platform.

Nothing in these Terms limits YALPAE's liability for fraud, gross negligence, or any liability that cannot be excluded by law.

## **13. Third-Party Links and Services**

The Platform may contain links to third-party websites or services for informational purposes. YALPAE does not endorse, control, or accept responsibility for the content, privacy practices, or terms of any third-party website. You access third-party websites at your own risk and subject to their own terms and conditions.

## **14. Amendments to These Terms**

YALPAE may update these Terms from time to time to reflect changes in law, organisational practice, or Platform functionality. Where changes are material, YALPAE will publish a notice on the Platform and, where appropriate, notify registered members by email.

Your continued use of the Platform after updated Terms are published constitutes your acceptance of the revised Terms. If you do not agree to the updated Terms, you must stop using the Platform.

The current version of these Terms will always be available on the Platform, together with the effective date.

## **15. Governing Law and Jurisdiction**

These Terms are governed by the laws of the Republic of South Africa. Any dispute arising out of or in connection with these Terms or your use of the Platform shall be subject to the jurisdiction of the competent courts of South Africa.

YALPAE encourages users to contact us in the first instance to resolve any concerns informally before pursuing formal or legal remedies.

## **16. Contact Us**

If you have questions, concerns, or requests relating to these Terms or your use of the Platform, please contact YALPAE:

Organisation: Young African Leaders, Pioneers and Entrepreneurs (YALPAE)

Information Officer: Thabo .L Mketsu

Email: [bhose.tl@yalpae.org](mailto:bhose.tl@yalpae.org)

Website: [yalpae.org](http://yalpae.org)

Registered Address: Khayelitsha, Western Cape, 7784, South Africa

Registration No: K-2025/670308/08

*These Terms of Use should be read together with the YALPAE Privacy Policy, the YALPAE PAIA Manual, and the YALPAE Data Protection, Privacy & Intellectual Property Policy.*