

JGC MUSIC (PTY) LTD Website Terms & Conditions

1. Website Terms of Use

THESE TERMS (“**TERMS**”) GOVERN YOUR (“**USER**”) USE OF THE JGC Music (Pty) Ltd (“**PROVIDER**”) WEBSITE LOCATED AT THE DOMAIN NAME <http://jgcmusic.co.za> (hereinafter referred to as the “**WEBSITE**”).

BY ACCESSING AND USING THE WEBSITE, THE USER AGREES TO BE BOUND BY THE TERMS SET OUT IN THIS LEGAL NOTICE. **IF THE USER DOES NOT WISH TO BE BOUND BY THESE TERMS, THE USER MAY NOT ACCESS, DISPLAY, USE, DOWNLOAD, OR OTHERWISE COPY OR DISTRIBUTE CONTENT OBTAINED AT THE WEBSITE** (Hereinafter referred to as “**Content**”).

2. Updating of these Terms

Provider may change, modify, add to or remove from portions or the whole of these Terms. Changes to these Terms will become effective when the changes are posted to this Website. *The Provider will notify the User of the changes by posting the date of the version of these Terms at the bottom hereof.* The User’s continued use of this Website following the posting of changes or updates will be considered notice of the **User’s acceptance of these Terms, including any changes or updates.**

3. Provider of Goods or Services details

In accordance with the disclosure requirements of the Electronic Communications and Transactions Act (“**ECTA**”), Act 25 of 2002, the Provider of Goods or Services offered for sale, hire or exchange by way of an electronic transaction, makes the following information available to consumers:

3.1. Provider, except if indicated otherwise:

- is JGC Music (Pty) Ltd, a private company run by Joshua Generation Church Cape Town;
- is not VAT registered,
- has its physical address at 12 Wingate Crescent, Sunningdale, Cape Town, Western Cape;
- contactable at Telephone number: +27 (0)21 557 6020
- has its registered place of business for legal service at 12 Wingate Crescent, Sunningdale, Cape Town, Western Cape, and
- Provider’s Managing Director is Mr Gerhard Claassen;
- The main business of the Provider is the compilation, recording and publication of Christian music.

3.2. Provider’s Website is <http://jgcmusic.co.za> and its email address is jgcmusic@joshgen.org.za;

4. Email Terms and Conditions

4.1. **In corresponding with us via email you consent to our Privacy Policy set out in Clause 13 below, and you agree to our indemnity and limitation of liability set out in Clause 12 below.**

5. Goods or Services:

5.1. Provider supplies Goods (digital media, tickets and the like) through its Website, as well as Services ranging from events for or by the Provider and/or Joshua Generation Church (“**Church**”) and calendars and notice boards for the administration and organisation of the Provider’s artists, music and media content as well as related Church matters or events and related resources.

5.2. The granting of access or use to any of the Provider’s Content is entirely at Provider’s discretion and the User does not have any right to same, notwithstanding payment for Goods (where access is not granted to the Website or Content, the User will be refunded, except for digital Media Content), and is at all times subject to Provider’s Terms of Use for that item/Goods. *Refunds* are also subject to the terms of the Goods purchased and/or the third-party Service Provider’s terms and conditions, as stated above.

5.3. Goods may only be *exchanged* subject to the terms of the Goods and/or the terms and conditions of third-party Website's providing the Goods, and the User must familiarise themselves with such exchange policy set out therein. If any uncertainty, please contact us by clicking on the [Contact Us](#) tab on the Website.

6. Terms of download

6.1. Goods and Services offered through this Website by the Provider are strictly on an "as is" basis for the price detailed with the item (if applicable), alternatively, free of charge (like music snippets, sermon downloads, amongst others).

6.2. Registration is required to access certain Services or purchase Goods and in these instances, the User must register on the Website or with our third-party Service Provider. The Registered User will receive an email with a password and username within 5 days and agrees to use that login details only for him or herself and not to share or disclose it to any other person.

6.3. Digital media purchased over the Website will be available from the date of payment as downloadable files in such formats stated on the Website, subject to the terms of use. Purchases are always subject to Clause 5.2 above, and 10.5 below.

6.4. Goods or Services will be subject to their terms of issue or use and shall be emailed to the User upon confirmation of booking and/or payment, as the case may be. User is responsible to familiarise themselves with each item's Terms of Use which may include third-party Service Provider's terms and conditions facilitating any Service or Goods.

6.5. User's cooling-off rights under section 44 of ECTA *do not apply* in terms of section 42 of ECTA, due to media downloads being audio, or video recordings unsealed by the User, and/or tickets and the like for the provision of accommodation, transport, catering or leisure services as the Provider undertakes, when the transaction is concluded, to provide these services on a specific date or within a specific period.

7. Payment

7.1. Payment can be made online by credit card or EFT through a sufficiently secure payment system provided by our third-party Service Providers, from time to time. The payment system allows for review, corrections and withdrawal by the User prior to placing a final order; or in the case of Registered Users payment can be made by EFT (Electronic Funds Transfer) to the bank account specified on the invoice, or as specified by our third-party Service Providers facilitating booking and payment partners, and is always subject to the Terms of Use of that Service Provider (which includes our payment gateway).

8. Complaints and disputes

8.1. Provider offers Users the option to call for a record of the transactions with the Provider or to file complaints via the "Contact Us" service of the Website.

8.2. Provider subscribes to the dispute resolution mechanisms laid out in the Church Constitution and all Users agree to be subject to these policies and procedures, in using our Website, Content or purchasing/using our Services or Goods. These dispute-resolution mechanisms are available upon request from the Church.

9. Copyright and Intellectual Property Rights

9.1. Provider provides certain information on the Website, which is displayed at the Website by Provider, its affiliates (amongst others, music rights holders, publishers and artists/musicians, lyrics and worship events, etc.) or the Church's associated ministries (such as Four12 Global, TMT and associated ministries and organisations) (collectively referred to hereinafter as "**Affiliates**"), our Service Providers or any other third-party owners of the content ("**Content**"). All the proprietary works, and the compilation of the proprietary works, belong to: the Provider its Affiliates or any Service Providers or any other third-party owners of the rights (collectively referred to as "**Owners**"), and the Content is protected by South African and international copyright laws.

- 9.2. Where the Owners of the Content could not be found after conducting a diligent search, such information is used or published in good faith as deemed to be in the public domain and used on the Website for educational non-commercial purposes.
- 9.3. The Providers may make any changes to the Website, the Content, or to Goods or Services offered through the Website at any time and without notice to the User. *All rights in and to the Content are reserved and retained by the Owners.* Except as specified in these Terms, the **User is not granted a license or any other right including under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.**

10. Limited License to General Users

- 10.1. Provider grants the User, a non-exclusive, non-transferable, limited and revocable (reversible) right to access, display, and download the current and future free Content for personal, non-commercial and information purposes only (obviously excluding all paid-for Services and Goods).
- 10.2. This Website and the Content may not be reproduced, distributed or otherwise published or exploited for any commercial or non-commercial purpose without the express prior written consent of the Provider. In other words, the Content and Website are only for personal use and are always subject to these terms and conditions as updated from time to time (which will apply to you and your use of the Content).
- 10.3. The license does not allow the User to collect product or service listings, descriptions or other information, messages or opinions displayed on the Website, and does not allow any derivative (copied or derived) use of this Website or the Content for the benefit of another person, merchant, organisation, or for publication or dissemination elsewhere (whether in part or in whole). The User may not frame the Website or the Content, or publish or reproduce same or any portion thereof, without the express written consent of Provider first being obtained.
- 10.4. **MINORS: Provider and the Owners do not offer Goods or Services to minors.** If you are under the age of 18, you may not act upon any offers to purchase Goods or Services on the Website.
- 10.5. **Provider and the Owners, their Affiliates and Service Providers reserve the right to refuse Service, terminate accounts, remove or edit Content, or cancel orders in their sole discretion.**
- 10.6. Any unauthorised use by User terminates this license, including a User allowing or granting unauthorised access or use to other persons or systems.

11. Limited License to Registered Users

- 11.1. Provider allows and processes the registration of certain users ("**Registered User**") at the Website and reserves the right to retain the information supplied by the Registered User, and **the Registered User consents to such use and storage of his or her Personal Information, or that of his/her children and family or other Users he is authorised to register** on behalf of, as provided to us on the Website or through our Service Providers. The User warrants his authority to act in this regard.
- 11.2. This Website and the Content may only be duplicated, copied, resold, visited or otherwise exploited, for the specific purposes set out in this agreement, and subject to Clauses 9 and 10.

12. Limitation of liability

- 12.1. Subject to sections 43(5) and 43(6) of ECTA, and to the extent permitted by law, the Website and all Content on the Website including any linked Website hosted by a Service Provider, and/or our emails are provided on an "as is" basis, and may include inaccuracies or typographical errors and Provider (and its staff, employees and officers), Owners, Service Providers, employees, directors, partners, Affiliates and agents **will not be liable for any damage, or loss or liability of any nature incurred by whoever as a result of any action or omission, or use of outdated or discontinued Content. The Owners make no warranty or representation as to the**

availability, correctness, accuracy or completeness of the Content, or any third-party content accessible via an Internet link.

- 12.2. Neither Provider nor any Affiliate or subsidiary of Provider or Owners or Service Providers, will be held responsible for any damage of any kind, related to the use of, or the inability to access or use the Content or the Website or any functionality, or of any linked Website or Media Content to the extent permissible by law, or reliance by you on the contents of any email from Provider or its staff or officers.
- 12.3. Provider makes no warranty or guarantee to you or any third party and disclaims any warranties or guarantees express or implied, given in our email correspondence and or on this Website or any linked website, and it accepts no responsibility for the veracity of the content therein.

13. Privacy Policy, Personal Information

- 13.1. JGC Music (Pty) Ltd (hereinafter called "**JGC Music**") receives various types of information ("**Information**") from Users, artists and musicians and other interested individuals who attend our events and meetings or correspond with us (via email and any other electronic communications platform, or who complete any of our forms or registers (for example visitors form, event registers, etc.)) or whoever may use or access our Website (collectively referred to as "**Users**"). These Users provide us with their Personal Information ("**Personal Information**") as detailed in the Promotion of Access to Information Act ("**PAIA**"), section 1 of the Electronic Communications and Transactions Act ("**ECTA**") and under the Protection of Personal Information Act of 2013 ("**POPIA**").
- 13.2. By providing such Personal Information you, as the User agree that JGC Music may collect, store and use your Personal Information, including amongst others, names, contact details, addresses, surfing patterns, email and IP address, residential and/or work address etc., which Personal Information will be stored in electronic form or in physical paper format, where the User has completed our forms/registers (whether for adults or for children, or other Users he is authorised to register on behalf of) shared with us. We may also process Special Personal Information as defined in the POPIA in the public interest as is sometimes necessary in the Church context and in the Public Interest, or where you made that information public.
- 13.3. We respect your privacy and endeavour to protect the Personal Information that you provide to us, in accordance with applicable laws.
- 13.4. Purpose
The purpose of this policy is to explain how we collect, use and disclose your Personal Information for the purpose of administering the affairs of the Provider and to ensure its proper functioning. Personal information for the purpose of this policy includes amongst others names, birth dates, wedding and anniversary dates, addresses, email addresses and contact numbers, credit card details, and all the information you as User, supply to us. We may gather additional information needed to meet other general and event needs for the Provider, the Church and Associated Ministries of the Church, which you provide to us or our Service Providers including Church leaders (for example payment gateways, third-party websites linked to our Website), collectively referred to as ("**Service Providers**" throughout these Terms). **You specifically consent to us sharing this personal information with our Service Providers.** The information that you provide will be subject to the guidelines set out in this privacy policy below.
- 13.5. The Purpose for which we collect Personal Information:
- 13.5.1. We collect and process your Personal Information mainly to provide Goods or Services to you and to contact you, to inform you of our events or meetings, including the safety and security of you and your children.
- 13.5.2. Only necessary Personal Information is stored, therefore we will not collect and store information that is not required for the above purposes. We collect your Personal Information and the information of your child directly from you, and you hereby consent to such collection and use, for the purpose set out above.

13.6. Cookie Policy:

13.6.1. When and where do we use cookies: we allocate cookies during the Website registration process for our services. These cookies will hold information collected during your registration and will allow us to recognise you as a Registered User or General User and provide you with the Goods and/or Services you require.

13.6.2. Opt out of cookies: most browsers are set by default to accept cookies automatically, but usually you can alter the settings of your browser to prevent automatic acceptance and to prompt you every time a cookie is sent to you or to allow you to choose not to receive cookies at all. In addition, you can delete cookies on your electronic devices.

13.6.3. Privacy preferences: if you'd like us to stop processing your personal information for marketing purposes, please write to us at: jgcmusic@joshgen.org.za.

13.7. How we use information

13.7.1. We will use Personal Information only for the purposes for which it was collected (13.5 above) and agreed with you. **YOU AGREE TO THE COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION AND THAT OF YOUR CHILD(REN), AS OUTLINED IN THIS POLICY.**

AND, YOU FURTHER AGREE TO THE TRANSFER OF ITS/YOUR PERSONAL INFORMATION CROSS-BORDER FOR PURPOSES OF HOSTING DATABASES, EMAILS AND/OR DOCUMENTS ON SUCH SERVERS OR PROVIDING YOU WITH OUR GOODS OR SERVICES WITH APPROPRIATE SECURITY.

13.8. Consent

13.8.1. **BY PROVIDING US WITH YOUR OR YOUR CHILD'S PERSONAL INFORMATION YOU GIVE CONSENT TO US TO:**

13.8.1.1. store your Personal Information and the Personal Information of your dependant(s), child or children;

13.8.1.2. contact you (by email, SMS, WhatsApp or any other platform in use by JGC Music from time to time);

13.8.1.3. use your Personal Information internally for the general administration of Provider and its events, meetings and programs, and externally with our Affiliates or Service Providers (amongst others, music rights holders and publishers as required by law or legal contract).

13.9. Access to information, record retention, updates and deletion

13.9.1. We will not retain the Personal Information collected from you for a period longer than necessary and will retain it for exercising our legal obligations, functions and activities and for historical, statistical or research purposes, to which you hereby consent. We may from time-to-time request updates from you of the information to ensure that it is correct. We will notify you when we need your or your family's Personal Information updated.

13.9.2. You have the right to request a copy of the Personal Information we hold about you. You also have the right to ask us to update or correct your Personal Information.

13.9.3. You may also at any time withdraw your consent to use and store your or your child's Personal Information, and request deletion of the information. We will request confirmation of your identity before attending to this request.

13.10. How to contact us

If you have any queries about this policy, wish to withdraw your consent for the use of your Personal Information, or wish to access or correct your Personal Information, you will be required to communicate this to us in writing to the email address of Provider: jgcmusic@joshgen.org.za.

13.11. Information security safeguards

13.11.1. We have security policies and procedures in place to protect the Personal Information that we store and to stop unauthorised access thereto and use thereof.

13.11.2. Should we become aware of a breach of our security safeguards that affect your Personal Information we will notify you thereof as soon as reasonably practical if you are a Registered User and where we have your contact details to do so.

13.12. Review

13.12.1. This policy will be reviewed annually and updated when necessary. You will be notified of any changes as outlined herein by us posting the date of the most recent version hereof at the bottom of these Terms.

13.13. Interception of communications. Despite such undertaking to the contrary, it is possible for Internet-based communications to be intercepted. You must be aware of this risk and accept it (the risk) by using our Website, Services, or emailing us or connecting with us through any other electronic communications platform. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. You are cautioned that Internet e-mail is vulnerable to interception and forging.

13.13.1. **Neither JGC Music, its Service Providers, Affiliates nor any Owner will be responsible for any damages you or any third party may suffer as a result of the transmission of confidential or disclosed Personal Information** that you make to any of us directly or through the Internet, or that you expressly or implicitly authorise us, our Affiliates or the Owners or Service Provider's to make public, or for any errors or any changes made to any transmitted information or Media Content.

13.14. When JGC Music is served with due legal process requiring the delivery of Personal Information, it may have a legal duty to abide by that demand and will do so. JGC Music may also impart Personal Information if permitted or required to do so by law.

14. Privacy – casual surfing

14.1. The User may visit the Website without providing any Personal Information.

14.2. The User accordingly grants express written permission for the Website servers in such instances collecting the IP address of the User computer, but not the email address or any other distinguishing information.

14.3. This information is aggregated (added up) to measure the number of visits, average time spent at the Website, pages viewed, etc. JGC Music uses this information to determine the use of the Website and to improve our Content.

14.4. JGC Music assumes no obligation to protect this information and may copy, distribute or otherwise use the information.

15. Privacy – unsolicited information

15.1. If the User posts unsolicited content or other information ("**Information**") to the Website and does not indicate otherwise the User grants to the Owners a:

15.1.1. non-exclusive;

15.1.2. royalty-free;

15.1.3. perpetual (everlasting);

15.1.4. irrevocable (irreversible); and

15.1.5. fully sub-licensable,

right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media, without payment of any consideration.

15.2. The User grants to the Owners the right to use the name that the User submits in connection with such Information, if they choose.

15.3. The User warrants:

15.3.1. that the User owns or otherwise controls all of the rights to the Information that the User posts;

15.3.2. that the Information is accurate;

15.3.3. that by the supply of the Information to JGC Music:

- the User does not violate this Policy and does not infringe the rights of any person or entity; and
- **THAT THE USER INDEMNIFIES THE OWNERS FOR ALL CLAIMS** resulting from the receipt by JGC Music of the Information the User supplies to it.

15.4. JGC Music may monitor and edit or remove any Information, where posted to public pages. JGC Music takes no responsibility and assumes no liability for any Information posted by the User or any third party on our Website.

15.5. The User's Information that is required by Service Providers and/or Affiliates to give effect to transactions that the User chooses to enter into is shared with those Service Providers, and the User agrees to this.

16. MEDIA CONSENT

By attending our events and/or that of our Affiliates, participating in events, recordings or meetings or programmes (onsite or offsite) hosted by Provider or its Affiliates (which shall include the Church, its employees, agents, members or principals and our apostolic partners), you (and on behalf of your children, dependants or attendees you booked for (collectively referred to as "**All Event Participants**"),) agree that photos, audio recordings and/or videos (the "**Media Content**") may be taken or broadcast of All Event Participants. This Media Content may be used by us in the Provider's Website or other communications or publications and that of our Affiliate publications (sound, audio, video or photos) with your consent. For this purpose, **All Event Participants (and your heirs and assigns) HEREBY GIVE YOUR CONSENT THAT WE MAY USE AND PUBLICISE SUCH MEDIA CONTENT** (including image, likeness, appearance and voice) of All Event Participants forever and without revoking this consent and without compensation. You hereby agree that the Media Content may be combined with other images, text, graphics, film, audio, or audio-visual works; and may be cropped, altered or modified; and further acknowledge and agree that All Event Participants have consented to publication thereof in any media, and that it may be associated with Provider or its Affiliates. All rights, titles, and interests in such Media Content are owned by the Provider or the respective Affiliate. All Event Participants acknowledge that they/you are fully aware of the contents of this copyright release and are under no disability, duress, or undue influence. Should any Media Content be objectionable to you, please don't hesitate to contact us should we be able to minimise the effects of that particular broadcast, use or publication, at jgcmusic@joshgen.org.za. Should you require that you or someone in your family be excluded from this release or our Media Content, please notify us in writing at jgcmusic@joshgen.org.za within 10 working days of becoming aware of it.

17. Privacy – promotional information

The User agrees to the receipt of promotional and /or advertising information from JGC Music and its Affiliates, except if the User specifically opts out as provided for in clause 13.9.3 above.

18. Privacy surveys and statistical profiles

18.1. JGC Music may periodically conduct online customer care surveys to enable the updating of service standards, and the User agrees to this.

18.2. When it conducts a survey, JGC Music must inform the User how the information gathered will be used and provide the User with the opportunity to opt out from such surveys, as provided for in clause 13.9.3 above.

19. Privacy- interception

Subject to the Regulation of Interception of Communications Act ("**RIC**"), Act 70 of 2002, the User agrees that JGC Music may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to JGC Music, its employees, directors and agents. The User agrees that his or her consent satisfies the requirements of ECTA and RIC for consent in "writing" as defined.

20. Access to Information Manual

JGC Music's Access to Information Manual can be obtained at, and any objections or complaints about our use of Personal Information may be reported to :

Post: The Information Regulator
Information Officer Chief Executive Officer: Mr. Mosalanyane Mosala
Contact Person: Ms. Pfano Nenweli; Email: PNenweli@justice.gov.za
Telephone: 010 023 5200,
PO BOX 31533, Braamfontein, Johannesburg, 2017

21. Choice of Law

- 21.1. This Website is controlled, operated and administered by Provider from its offices as set out below within the Republic of South Africa.
- 21.2. These Terms will be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Cape High Court in the event of any dispute. If any of the provisions of these Terms are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of these Terms, and the remainder of these Terms will continue in full force.
- 21.3. These Terms constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.

T's and C's were most recently updated on 17 August 2023.

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