Website & Platform Terms of Use

Castor Project Consultants (Pty) Ltd

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1. Acceptance and scope

These Terms of Use ("Terms") govern access to and use of the public website at castorprojects.com, the secure CPC NPO application at npoapp.castorprojects.com, and related online services made available by Castor Project Consultants (Pty) Ltd ("CPC", "we", "us" or "our").

By accessing or using the public website, you agree to these Terms to the extent applicable to browsing and public functionality. Where you register for, sign in to, purchase through or use the secure CPC NPO application, you will also be required to accept the applicable current Terms, Privacy & POPIA Policy and any purchase, product, service or licence terms presented to you.

If you act for an NPO, company, municipality, government body or other organisation, you confirm that you are authorised to act for that organisation. If you do not agree to the applicable Terms, do not use the relevant service.

2. About CPC and the services

CPC provides consulting, project, software, NPO support and related professional services. The CPC NPO Platform is designed to support South African NPOs with registration/onboarding, a controlled NPO profile, CPC document and toolkit products, orders and payments, controlled document delivery, CPC Assistance, permitted uploads, reminders and related administrative workflows.

The public website may also provide information about CPC services and projects, articles/resources, contact or enquiry functionality, and links to the secure NPO application or third-party services.

The CPC NPO Platform is not a general-purpose cloud storage service and is not intended to replace professional legal, accounting, tax, audit or regulatory advice.

3. Registration, accounts and authorised users

Some services require a registered account. You agree to provide accurate, current and complete information and to keep it reasonably up to date.

- You are responsible for maintaining the confidentiality of your credentials and for activity carried out through your account, except to the extent caused by CPC or a service-provider security failure.
- You must not share credentials with an unauthorised person, circumvent role/permission controls, impersonate another person or organisation, or attempt to access another NPO's data.
- The Primary Administrator or other authorised role is responsible for ensuring that persons added to an NPO account are genuinely authorised to act for that NPO.
- CPC may require additional verification before a protected change, authority transfer, sensitive document access, re-release or other higher-risk action is completed.

CPC may suspend or restrict an account where reasonably necessary for security, suspected fraud, unlawful activity, material breach, compromised credentials or protection of another user or NPO. Where appropriate and lawful, CPC will provide information about the restriction and a route to resolve it.

4. Lawful and acceptable use

You may use CPC websites and applications only for lawful purposes and in accordance with these Terms. You must not:

- breach any applicable law, regulation, third-party right or contractual obligation;
- attempt unauthorised access to any account, server, database, storage bucket, API, administrative function or other system;
- introduce malware, malicious code, corrupted files or other harmful material;
- interfere with, overload, probe, scan, reverse engineer or disrupt the operation or security of the service, except where a right cannot lawfully be excluded;
- scrape, harvest, bulk-download or systematically extract data, documents, pricing, content or user information without CPC's prior written permission;
- use bots, scripts or automated systems to create accounts, abuse forms, bypass rate limits, defeat download controls or obtain documents without the applicable entitlement;
- submit false, fraudulent, defamatory, abusive, unlawful or misleading information; or

- use CPC content, documents, templates, platform logic or services to build, train or supply a competing product or document library without CPC's prior written consent.

5. NPO profile, CPC Reference and user-supplied information

The CPC NPO Platform uses a controlled organisation profile and permanent CPC Reference to associate authorised users, profile information, purchases, documents, service requests and audit history with the correct NPO.

You are responsible for reviewing information you enter or approve and for ensuring that it is accurate to the best of your knowledge. CPC may identify missing or inconsistent information, but an indicator, review or system validation does not transfer responsibility for the underlying information to CPC.

Where a protected profile value is changed, CPC may require a reason, evidence or CPC review before the change takes effect. CPC may preserve prior values and audit history rather than overwrite them.

6. Uploads and submitted content

Any file or content you upload or send to CPC must be relevant to a legitimate CPC workflow, must be information you are authorised to provide, and must not infringe another person's rights or contain unlawful or malicious content.

For Phase 1A, the platform upload limit is 3.5 MB per file. Oversized documents should first be compressed or rescanned. If that is not practical, contact CPC for a controlled manual alternative. Sending a file outside the platform does not automatically make it trusted platform content.

Permitted platform uploads are subject to file-type/size controls, quarantine and malware scanning before they are treated as trusted files. CPC may reject, quarantine, isolate or remove a file that fails validation, cannot be confirmed as clean, appears unnecessary or creates a security/legal risk.

You grant CPC a limited right to process, store, copy and use submitted content only as reasonably necessary to provide the requested service, operate/security-test the platform, comply with law and maintain legitimate audit/backup records. Ownership of your underlying information is not transferred to CPC merely because it is uploaded.

7. CPC document products, intellectual property and licence

Unless expressly stated otherwise, the CPC websites, platform, software, workflows, layouts, text, branding, templates, toolkits, document structures, guidance content, databases and other CPC-created materials are owned by or licensed to CPC and are protected by applicable intellectual-property laws.

Purchase of a CPC document, toolkit or Tier does not transfer ownership of CPC intellectual property. It grants only the licence expressly stated for that product and the purchasing NPO. All rights not expressly granted remain reserved.

Unless a product licence expressly permits otherwise, you may use a purchased CPC document internally for the licensed NPO and its legitimate governance/compliance activities. You may not resell, sublicense, publish, upload to a public repository, commercially redistribute, remove or defeat licence/watermark controls, or supply the document as a template/library for unrelated organisations.

CPC may use document identifiers, licence information, CPC References, version information, watermarks and download controls to protect document integrity and intellectual property. More detailed document-licence/no-redistribution terms may be presented at purchase or delivery and form part of the transaction.

8. Information, guidance and no professional guarantee

CPC takes reasonable care in preparing website, platform and document content, but general information, examples, checklists, reminders and template content are not a substitute for advice tailored to the facts of a particular NPO, transaction or legal issue.

Unless CPC expressly accepts a separate professional engagement in writing, CPC does not act as your attorney, auditor, accountant, tax practitioner or government authority. You should obtain appropriate professional advice where the matter requires it.

You remain responsible for checking final documents and information before signing, adopting, filing, relying on or submitting them.

9. DSD and regulatory disclaimer

CPC is independent of the Department of Social Development (DSD) and other government authorities. CPC is not DSD and does not represent that a CPC review, status or platform indicator is an official DSD verification or approval.

Unless a separate written professional engagement expressly states otherwise, CPC does not submit an NPO registration application, annual report, compliance return or other filing to DSD on the NPO's behalf. The NPO remains responsible for reviewing, signing and submitting the required information/documents to the correct authority and by the applicable deadline.

CPC does not guarantee that DSD or any other authority will approve, register, accept or process a submission within any particular time. Regulatory requirements and official processes may change, and users should verify material requirements with the relevant authority.

10. Orders, pricing and formation of a transaction

Prices and product descriptions displayed on the platform are subject to the information shown at the time of purchase and any applicable taxes or expressly stated charges. CPC may correct an obvious pricing, description or system error before fulfilment, subject to applicable consumer law.

Selecting a product or submitting an order does not by itself mean that paid content has been released. A transaction becomes subject to the applicable purchase terms once the order is accepted and payment is confirmed through the approved process.

Where the Consumer Protection Act, 2008 (CPA), Electronic Communications and Transactions Act, 2002 (ECTA) or another law grants a consumer a right that cannot lawfully be excluded, these Terms do not exclude that right.

11. Payments

CPC may offer Manual EFT and an approved online payment gateway. Online card details are entered into the approved payment-provider environment; CPC does not intentionally store full card numbers or CVV/CVC values.

Online products are released only after server-side confirmation of the payment state through the approved payment process. A browser success screen, screenshot or customer-supplied proof of payment is not by itself confirmation of an online card payment.

For Manual EFT, CPC may require reconciliation and manual confirmation before release. You are responsible for using the correct order/payment reference where requested.

Payment-provider outages, bank delays, fraud/security review or other events outside CPC's reasonable control may delay confirmation or release. Where an alternative payment route is offered, the user may choose that route subject to its applicable terms.

12. Document release and download controls

Purchased digital documents are released only to the entitled NPO/account after the applicable payment and release controls are satisfied.

Phase 1A may limit each released document to one completed download within the applicable release window. A failed or interrupted attempt that the server has not recorded as a completed download should not consume the entitlement. After a successful completed download, further download attempts may be blocked unless CPC authorises a re-release.

The user is responsible for saving and securely retaining a successfully downloaded document. Re-release is not automatic and may be subject to verification, audit and the applicable Refund & Fix Guarantee or support process.

13. Refunds, cancellations and Fix Guarantee

Refunds, cancellations, corrections and re-releases are governed by CPC's Refund & Fix Guarantee / Refund Policy and any mandatory rights under applicable law. That policy forms part of the applicable purchase terms.

Because CPC supplies digital documents and services that may be made available or performed promptly after payment, refund/cancellation rights can depend on whether delivery or performance has begun, whether the document has been released/downloaded, whether the product is defective or incorrectly supplied, and whether the CPA, ECTA or other law applies to the particular transaction.

Nothing in these Terms or a CPC refund policy removes a statutory right that cannot lawfully be waived. CPC will not rely on a blanket "no refunds" term where the law requires a refund, correction, re-performance or other remedy.

14. CPC Assistance and professional services

CPC Assistance may be used to ask for help, request clarification or obtain a quotation for additional services. A support request does not automatically create a paid professional engagement.

Where additional work, Assisted Completion or another professional service is chargeable, CPC will define the scope, fee and applicable terms before or as part of accepting the engagement. The customer remains responsible for supplying accurate information and timely instructions.

15. Electronic communications

You agree that CPC may communicate electronically for account, security, transaction and service purposes, including email verification, password/PIN recovery, order/payment notices, document-release notices, support updates and approved compliance reminders.

Marketing communications are governed by CPC's Privacy & POPIA Policy and applicable law. Unsubscribing from marketing does not disable essential account, security or transactional messages.

Unless CPC expressly states otherwise, an electronic enquiry or support message does not constitute CPC's acceptance of a contract, regulatory filing, legal notice or time-critical instruction merely because it was sent. Where receipt is important, obtain written acknowledgement from CPC.

16. Privacy and POPIA

CPC processes personal information in accordance with its Privacy & POPIA Policy and applicable law. The Privacy & POPIA Policy explains the categories and sources of personal information, purposes, service providers/operators, cross-border processing, security, retention and data-subject rights.

By using the service you do not consent to every possible form of processing. CPC relies on the lawful ground applicable to the relevant processing activity, and obtains consent where the law requires it.

17. Third-party services and links

CPC relies on approved third-party providers for parts of the platform, which may include database/authentication/storage, email delivery, DNS/perimeter security, malware scanning and payment processing. CPC may replace providers under its governance/change-control process.

Third-party websites, government portals and independent payment/provider pages are controlled by their respective operators and may have their own terms and privacy notices. CPC is not responsible for independent third-party content or systems merely because CPC links to or integrates with them, but this does not remove CPC's own obligations when a provider acts as CPC's operator.

18. Service availability, maintenance and changes

CPC aims to keep its websites and platform reasonably available and secure, but does not guarantee uninterrupted or error-free availability. Access may be suspended or limited for maintenance, upgrades, security response, provider outages, legal requirements or circumstances outside CPC's reasonable control.

CPC may change, improve, replace or discontinue functionality where reasonably necessary, subject to existing paid entitlements, applicable law and any commitments expressly made to the customer. Material changes affecting privacy, paid rights or accepted legal terms will be handled through the applicable change/notice process.

19. Security and user responsibilities

CPC applies reasonable technical and organisational safeguards appropriate to the platform and the nature of the information processed. No internet-connected service can be guaranteed completely secure.

You must notify CPC promptly if you suspect account compromise, unauthorised access, an incorrect NPO association, a fraudulent transaction, or a security issue affecting CPC. Do not send passwords, full card credentials or other unnecessary secrets to CPC by email or support message.

20. Disclaimer of warranties

To the maximum extent permitted by law, public website content and general platform information are provided on an "as is" and "as available" basis. CPC does not warrant that every item of general information will be complete, current or suitable for every user's circumstances.

Any express warranty, Fix Guarantee, service commitment or statutory consumer right applicable to a paid CPC product or service remains governed by its applicable terms and law and is not displaced by this general disclaimer.

21. Limitation of liability

To the maximum extent permitted by applicable law, CPC will not be liable for indirect, incidental, special or consequential loss, or loss of profit, revenue, opportunity, business or goodwill, arising solely from use of or inability to use the public website or general information.

For paid products and services, CPC's liability is subject to the applicable transaction/service terms and mandatory law. Nothing in these Terms excludes or limits liability, remedies or consumer rights that cannot lawfully be excluded or limited, including where the CPA or ECTA applies.

CPC is not responsible for loss caused by inaccurate information supplied by the user, unauthorised use of the user's credentials, failure by the user to review a document before use/submission, or the acts/decisions of an independent government authority or third party, except to the extent CPC is legally responsible for the loss.

22. Indemnity

To the extent permitted by law, you agree to indemnify CPC against third-party claims, losses and reasonable costs arising directly from your unlawful use of the service, infringement of a third party's rights, unauthorised material you submit, deliberate circumvention of security/licence controls, or material breach of these Terms. This clause does not require a consumer to indemnify CPC for CPC's own unlawful conduct, gross negligence or liability that cannot lawfully be shifted to the user.

23. Suspension and termination

You may stop using the public website at any time. Registered users may request account closure subject to identity/authority verification and CPC's lawful retention obligations.

CPC may suspend or terminate access for material breach, fraud, abuse, security risk, unlawful conduct or where required by law. Where reasonably possible and safe, CPC will provide notice or a route to remedy the issue. Suspension/termination does not automatically erase records CPC must or may lawfully retain, and does not transfer or extinguish CPC intellectual property rights.

24. Changes to these Terms

CPC may update these Terms when the website, platform, providers, products, law or operating model changes. The current version and effective date will be published or presented through the applicable service.

Where a material change affects registered users, paid rights or processing that requires renewed acceptance, CPC may require the user to accept the updated version before continuing with the affected functionality. Historical acceptance records may be retained to establish which version applied.

25. Governing law and disputes

These Terms are governed by the laws of the Republic of South Africa. The parties submit to the non-exclusive jurisdiction of the South African courts, subject to any consumer forum, regulator, ombud, tribunal or other remedy that applicable law makes available and which cannot lawfully be excluded.

Before commencing formal proceedings, the parties are encouraged, where appropriate, to attempt in good faith to resolve a dispute through CPC's support/escalation process. This does not prevent urgent relief or the exercise of a statutory right.

26. General

If any provision of these Terms is found invalid or unenforceable, it will be severed or limited to the minimum extent necessary and the remaining provisions will continue in force. A failure or delay by CPC to enforce a right is not a waiver of that right.

These Terms, together with the Privacy & POPIA Policy and any applicable purchase, refund, document-licence or service terms accepted for a transaction, form the agreement governing the relevant use or transaction. If a specific transaction term conflicts with these general Terms, the specific term governs that transaction to the extent of the conflict, subject to mandatory law.

27. Contact CPC

Questions about these Terms may be directed to:

- Castor Project Consultants (Pty) Ltd
- Registration number: 2021/161461/07
- Email: info@castorprojects.com
- Address: 27 Outeniqua Street, Noordheuwel, Krugersdorp, 1739, South Africa
- Telephone: +27 81 645 9338
- Website: castorprojects.com
- Secure NPO application: npoapp.castorprojects.com

Document control note: This version has been adapted from the earlier website-only terms and expanded for CPC's public website, secure NPO platform, digital document sales and broader CPC services. It should be reviewed whenever the payment provider, refund model, document licence, platform functionality or applicable legal requirements materially change.