

FREE DEMOCRATS TERMS OF SERVICE

Effective date: [21 August 2026]

Last updated: [21 August 2026]

These Terms of Service ("Terms") govern your use of the websites, online services, membership services, forms, digital platforms and other online resources operated by the **Free Democrats of South Africa** ("**Free Democrats**", "**Free Dems**", "**we**", "**us**" or "**our**").

By accessing or using a Free Democrats website or online service, submitting a membership application, registering for an event, submitting information through a Free Democrats form, or otherwise using a service to which these Terms apply, you agree to be bound by these Terms to the extent permitted by applicable law.

If you do not agree with these Terms, you should not use the relevant service.

These Terms should be read together with the **Free Democrats Membership Privacy Policy**, which explains how personal information is collected, used and protected.

1. ABOUT THE FREE DEMOCRATS

The Free Democrats of South Africa is a political organisation established to promote its political principles, policies and objectives.

The Party's websites and digital services may be used to:

- provide information about the Free Democrats;
 - communicate the Party's policies and political programme;
 - facilitate membership applications;
 - administer membership;
 - provide information about Party activities;
 - organise events;
 - coordinate volunteers;
 - communicate with members and supporters;
 - publish news and political commentary;
 - facilitate lawful political participation; and
 - provide other services associated with the Party.
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2. ACCEPTANCE OF THESE TERMS

By using a Free Democrats website or service, you confirm that:

- you have read these Terms;
- you understand them;
- you agree to comply with them;
- you will use the services lawfully;
- information you submit will be accurate to the best of your knowledge; and
- you will not use the services for unlawful, fraudulent, abusive or malicious purposes.

If you are under the age of 18, you may only use services in circumstances in which you are legally permitted to do so and, where required, with the involvement or consent of a competent person.

3. ELIGIBILITY FOR PARTY MEMBERSHIP

Use of the Free Democrats' publicly available website does not automatically make you a Party member.

Membership is subject to the Free Democrats' applicable constitution, membership rules, eligibility requirements and other internal Party requirements.

Submitting a membership application does not necessarily mean that membership has been accepted.

The Party may need to verify an application before confirming membership.

The Party reserves the right to refuse or decline a membership application where permitted by its constitution, rules or applicable law.

4. MEMBERSHIP

Membership of the Free Democrats is subject to the Party's constitution and applicable membership rules.

Members are expected to:

- uphold the Party's constitution and principles;
- comply with lawful Party rules;
- provide accurate information;

- respect fellow members;
- act lawfully;
- comply with applicable codes of conduct;
- protect confidential Party information;
- use Party resources responsibly; and
- comply with reasonable instructions issued by authorised Party officials.

Membership does not create an employment relationship, partnership, agency relationship or joint venture between a member and the Free Democrats.

5. MEMBERSHIP APPLICATIONS

When submitting an application, you agree that:

- the information supplied is accurate and not knowingly misleading;
- you will not apply using another person's identity;
- you will not submit multiple fraudulent applications;
- you will not knowingly provide false information for the purpose of obtaining membership;
- you will notify the Party where material membership information changes; and
- the Party may process your application in accordance with its Membership Privacy Policy and applicable law.

The Party may contact you where clarification or additional information is reasonably necessary to process your application.

6. MEMBERSHIP STATUS

Membership may be:

- accepted;
- pending verification;
- suspended;
- terminated;
- resigned; or
- otherwise changed

in accordance with the Party's constitution, membership rules and applicable law.

Nothing on the website overrides the Party's constitution or formally adopted membership rules.

Where there is an inconsistency between these Terms and the Party's constitution concerning internal membership rights or obligations, the applicable constitutional provisions will prevail to the extent required.

7. MEMBER ACCOUNTS

Where the Free Democrats provides an online member account, you are responsible for:

- keeping your login credentials confidential;
- using a reasonably secure password;
- not sharing your account;
- notifying the Party of suspected unauthorised access; and
- ensuring that information associated with your account remains reasonably accurate.

You must not:

- use another person's account;
- attempt to obtain another person's credentials;
- circumvent security measures;
- interfere with account-management systems; or
- permit unauthorised persons to use your account.

The Party may suspend access to an account where reasonably necessary to protect the Party, its members, its systems or the integrity of its membership records.

8. ACCEPTABLE USE

You agree to use Free Democrats websites and services only for lawful purposes.

You must not use them to:

- commit or facilitate a crime;
- impersonate another person;
- submit fraudulent information;
- harass, threaten or intimidate others;
- distribute malicious software;
- attempt unauthorised access to systems;
- interfere with the operation of the website;
- scrape or systematically extract membership information without authorisation;
- collect personal information about other users without lawful authority;
- send spam;
- distribute malware;
- circumvent security controls;
- conduct fraudulent activity;

- upload unlawful material;
 - infringe intellectual-property rights;
 - deliberately disrupt Party operations; or
 - otherwise misuse the services.
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9. POLITICAL PARTICIPATION

The Free Democrats' websites may contain political opinions, arguments, policy proposals, campaign material and other political content.

Such material represents the political views, policies or positions of the Free Democrats at the time of publication.

Policies and political positions may change.

Nothing on the website constitutes:

- legal advice;
- financial advice;
- professional investment advice;
- medical advice;
- tax advice; or
- any other professional advice.

You should obtain appropriate professional advice before making decisions where such advice is necessary.

10. USER-SUBMITTED CONTENT

Some Free Democrats services may allow users or members to submit:

- comments;
- messages;
- photographs;
- videos;
- testimonials;
- event information;
- articles;
- suggestions;
- policy submissions; or
- other material.

You remain responsible for material that you submit.

By submitting content, you confirm that, to the best of your knowledge:

- you have the necessary rights to submit it;
- it does not knowingly infringe another person's copyright;
- it does not unlawfully disclose another person's personal information;
- it is not fraudulent;
- it is not malicious;
- it is not unlawful; and
- its submission does not knowingly expose the Party to unlawful liability.

11. CONTENT MODERATION

The Free Democrats may, where appropriate and lawful:

- review submitted material;
- refuse publication;
- remove content;
- restrict access;
- suspend accounts; or
- take other reasonable measures

where content violates these Terms, Party rules, applicable law or the legitimate operation of the relevant service.

The Party is not required to publish every submission it receives.

The Party may moderate content for reasons including:

- unlawful content;
 - harassment;
 - threats;
 - spam;
 - impersonation;
 - fraud;
 - malicious content;
 - privacy violations;
 - copyright infringement;
 - disruption;
 - irrelevant material; or
 - violation of reasonable community standards.
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12. POLITICAL DISCUSSION

The Free Democrats supports lawful political discussion and disagreement.

Nothing in these Terms is intended to prevent lawful criticism of the Party, its policies, its officials or its political opponents.

However, users must not use Party services to engage in unlawful harassment, credible threats, targeted abuse, impersonation or other unlawful conduct.

13. INTELLECTUAL PROPERTY

Unless otherwise stated, content published by the Free Democrats, including:

- logos;
- names;
- branding;
- graphics;
- photographs;
- videos;
- written material;
- campaign designs;
- website layouts;
- publications;
- documents; and
- other original material

is owned by or licensed to the Free Democrats or its relevant contributors.

Such material may be protected by copyright, trademark and other intellectual-property laws.

14. PERMITTED PERSONAL USE

Unless otherwise stated, you may access and view Free Democrats material for lawful personal, educational, journalistic or political purposes.

You may generally:

- share links to Free Democrats webpages;
- quote reasonable portions of published material with appropriate attribution;
- discuss Party policies;
- reference publicly available Party information; and

- share publicly published campaign material where doing so does not falsely imply endorsement or affiliation.

You must not falsely represent Party material as originating from another organisation or person.

15. USE OF PARTY LOGOS AND TRADEMARKS

The names, logos, symbols and other identifying marks of the Free Democrats may constitute trademarks or protected branding.

You may not use Party branding in a manner that:

- falsely implies official endorsement;
- falsely suggests that you represent the Party;
- creates confusion concerning your relationship with the Party;
- falsely implies that a political candidate or organisation is affiliated with the Party; or
- otherwise misrepresents the Party.

Members may use approved Party branding for authorised Party activities in accordance with Party guidelines.

16. THIRD-PARTY CONTENT

The website may contain material originating from third parties, including:

- embedded videos;
- social-media content;
- news articles;
- external documents;
- advertisements or promotional material;
- links;
- maps;
- payment services; and
- other third-party resources.

The inclusion of third-party material does not necessarily constitute an endorsement by the Free Democrats.

17. THIRD-PARTY WEBSITES

The Free Democrats may provide links to external websites.

Those websites are not controlled by the Free Democrats.

We are not responsible for:

- their content;
- security;
- availability;
- privacy practices;
- terms of use;
- accuracy;
- transactions conducted through them; or
- any loss arising from your use of them.

You access third-party websites at your own discretion.

18. EVENTS

The Free Democrats may use its website to advertise or administer events.

Event information may include:

- dates;
- times;
- venues;
- speakers;
- registration requirements;
- attendance requirements; and
- other relevant information.

The Party reserves the right to:

- change event details;
- postpone events;
- relocate events;
- cancel events; or
- impose reasonable attendance requirements

where circumstances require.

Where an event is cancelled or materially changed, the Party will take reasonable steps to communicate the change.

19. EVENT CONDUCT

Attendees at Free Democrats events are expected to behave lawfully and respectfully.

The Party may refuse admission to, or remove from an event, a person whose conduct reasonably presents a risk to:

- safety;
- security;
- Party operations;
- other attendees;
- Party property; or
- the lawful conduct of the event.

Nothing in this section prevents lawful political disagreement or criticism.

20. PHOTOGRAPHY AND RECORDING

Free Democrats events may be photographed, filmed or otherwise recorded for legitimate Party purposes.

Where appropriate, attendees will be informed of recording arrangements.

If you have concerns about appearing in Party media, contact the Party before or after the event where reasonably possible.

The processing of identifiable photographs and recordings is addressed further in the Free Democrats Membership Privacy Policy.

21. VOLUNTEERING

The Free Democrats may provide opportunities for members and supporters to volunteer.

Unless expressly agreed otherwise in writing, volunteering:

- does not constitute employment;
- does not create an entitlement to remuneration;
- does not create an employment relationship;
- does not create an agency relationship; and
- does not guarantee future employment.

Volunteers must comply with applicable Party instructions and policies.

The Party may discontinue a volunteer arrangement where reasonably necessary.

22. DONATIONS AND PAYMENTS

Where the Free Democrats accepts donations, membership payments, event payments or other payments online, the relevant transaction may be processed by a third-party payment provider.

Additional terms may apply to such transactions.

The Party will not knowingly request payment-card information through insecure or inappropriate channels.

Where payment information is processed by a third-party provider, that provider's terms and privacy policy may also apply.

23. REFUNDS

Where payments are accepted for merchandise, events or other services, any applicable refund rights will be communicated at the point of purchase.

Where no specific refund policy applies, refunds will be considered in accordance with:

- the nature of the transaction;
- applicable consumer-protection law;
- the circumstances of the request; and
- any terms communicated when the payment was made.

Nothing in these Terms excludes a statutory right to a refund or other remedy where such exclusion is unlawful.

24. ACCURACY OF INFORMATION

The Free Democrats seeks to provide accurate information but does not guarantee that every item of information published on the website will always be:

- complete;
- current;
- accurate;

- error-free; or
- continuously available.

Political, electoral, legal, economic and other information may change.

You should verify important information before relying on it.

25. WEBSITE AVAILABILITY

We seek to keep our websites and online services available, but we do not guarantee uninterrupted availability.

The website may occasionally be:

- unavailable;
 - suspended;
 - modified;
 - updated;
 - interrupted;
 - taken offline for maintenance; or
 - affected by circumstances outside our reasonable control.
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26. CYBERSECURITY

You must not attempt to compromise the security or integrity of Free Democrats systems.

Prohibited activities include:

- unauthorised penetration testing;
- credential attacks;
- denial-of-service attacks;
- malware distribution;
- exploiting vulnerabilities without authorisation;
- unauthorised database access;
- bypassing authentication;
- introducing malicious code; and
- attempting to gain access to restricted information.

If you discover a security vulnerability, please notify the Party rather than exploiting it.

27. PRIVACY

Your use of Free Democrats services may involve the processing of personal information.

Our collection, use, storage and protection of personal information is governed by the **Free Democrats Membership Privacy Policy** and applicable South African law.

The Privacy Policy explains, among other things:

- what information we collect;
 - why we collect it;
 - how we use it;
 - who may receive it;
 - how long we retain it;
 - your rights; and
 - how to contact the Information Officer.
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28. CONFIDENTIAL PARTY INFORMATION

Members and volunteers may receive information that is not intended for public distribution.

You must not knowingly disclose confidential Party information without authorisation.

Confidential information may include:

- unpublished membership information;
- internal membership records;
- private communications;
- unpublished campaign plans;
- internal strategic documents;
- security information;
- confidential financial information; and
- other information expressly identified as confidential or reasonably understood to be confidential.

This obligation does not prevent disclosure where required by law or where otherwise legally protected.

29. MEMBERSHIP DATABASES

The Free Democrats' membership database is confidential.

No member, volunteer or Party official may copy, export, sell, distribute or otherwise misuse membership information without appropriate authorisation.

Membership information may only be used for legitimate Party purposes and in accordance with applicable privacy law.

Unauthorised use of membership data may result in:

- suspension of access;
 - termination of membership or volunteer access;
 - internal disciplinary action;
 - legal action; and/or
 - referral to an appropriate authority where warranted.
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30. POLITICAL DATA

Information relating to political affiliation or political persuasion may receive special protection under South African privacy law.

Members must therefore exercise particular care when handling information that could reveal another person's political affiliation.

Members and volunteers must not:

- publish another person's membership status without appropriate authority;
 - disclose private membership lists;
 - sell membership information;
 - use membership information for unrelated commercial purposes; or
 - collect political information from Party systems for unauthorised purposes.
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31. TERMINATION AND SUSPENSION

The Free Democrats may suspend or terminate access to an online service where reasonably necessary because a person:

- materially breaches these Terms;
- engages in unlawful conduct;
- compromises the security of a service;
- abuses another user;

- submits fraudulent information;
- misuses Party data;
- infringes intellectual-property rights;
- materially disrupts Party operations; or
- otherwise acts in a manner inconsistent with applicable Party rules.

Membership termination or disciplinary action will be governed by the Party's constitution and applicable internal procedures.

Termination of access to a website does not necessarily terminate Party membership, and termination of Party membership does not necessarily terminate access to publicly available website content.

32. CONSEQUENCES OF TERMINATION

After termination or suspension, you must stop using any restricted Party services to which your access has been withdrawn.

Where applicable, you must return or securely delete confidential Party information in your possession.

Provisions concerning:

- intellectual property;
- confidentiality;
- privacy;
- liability;
- dispute resolution; and
- other provisions intended by their nature to survive

will continue to apply where appropriate.

33. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by law, Free Democrats services are provided on an "as available" basis.

We do not guarantee that:

- the website will always operate without interruption;
- information will always be complete or error-free;
- the website will be free from every security vulnerability;

- third-party services will remain available;
- external links will remain functional; or
- every service will be suitable for every purpose.

Nothing in these Terms excludes a warranty, guarantee or statutory right that cannot lawfully be excluded.

34. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Free Democrats will not be liable for loss or damage arising from your use of the website or online services where such loss results from circumstances outside the Party's reasonable control.

This may include, where legally permissible:

- temporary website outages;
- internet failures;
- third-party service failures;
- cyber incidents despite reasonable security measures;
- inaccurate third-party information;
- external website content; or
- events beyond the Party's reasonable control.

Nothing in these Terms excludes or limits liability where doing so would be unlawful.

In particular, nothing in these Terms is intended to exclude liability for matters that South African law does not permit a party to exclude.

35. INDEMNITY

To the extent permitted by law, you agree to take responsibility for losses reasonably arising from your unlawful or unauthorised use of Free Democrats services, including where you:

- knowingly provide fraudulent information;
- misuse Party systems;
- unlawfully access another person's information;
- infringe another person's intellectual-property rights; or
- materially breach these Terms.

This provision does not require you to indemnify the Party for losses caused by the Party's own unlawful conduct or liability that cannot lawfully be transferred to you.

36. FORCE MAJEURE

The Free Democrats will not be responsible for failure or delay caused by circumstances reasonably beyond its control.

Such circumstances may include:

- natural disasters;
- power failures;
- internet or telecommunications failures;
- cyberattacks;
- government action;
- civil unrest;
- public emergencies;
- labour disruptions;
- infrastructure failures; or
- other events beyond reasonable control.

37. CHANGES TO THESE TERMS

We may update these Terms from time to time.

Changes may be made to reflect:

- changes in law;
- changes to Party services;
- changes to membership systems;
- new functionality;
- security requirements;
- organisational changes; or
- other operational requirements.

The latest version will be published on the relevant Free Democrats website.

Your continued use of the relevant service after the effective date of an updated version constitutes acceptance of the updated Terms to the extent permitted by law.

Where a change materially affects an existing contractual or membership relationship, the Party will take reasonable steps to provide appropriate notice.

38. GOVERNING LAW

These Terms are governed by the laws of the **Republic of South Africa**.

Subject to any mandatory statutory rights or jurisdictional requirements, disputes concerning these Terms will be subject to the jurisdiction of the courts of South Africa.

39. DISPUTE RESOLUTION

If you have a dispute concerning a Free Democrats online service, you should first contact the Party and provide reasonable details of the issue.

The Party will seek to resolve legitimate complaints reasonably and in good faith.

Nothing in this section prevents a person from exercising a statutory right to approach:

- a court;
 - a regulator;
 - the Information Regulator;
 - the Electoral Court;
 - another competent authority; or
 - another institution where permitted or required by law.
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40. NO WAIVER

If the Free Democrats does not immediately enforce a provision of these Terms, that does not mean that the Party has permanently waived its right to enforce that provision later.

Any waiver must be understood in the circumstances in which it is given.

41. SEVERABILITY

If any provision of these Terms is found to be unlawful, invalid or unenforceable, that provision will be interpreted or modified to the extent necessary to make it lawful where possible.

If it cannot be made lawful or enforceable, it will be severed to the minimum extent necessary.

The remaining provisions will continue to apply.

42. ENTIRE AGREEMENT

These Terms, together with any applicable:

- membership rules;
- Party constitution;
- event terms;
- payment terms;
- privacy policy;
- volunteer policies;
- codes of conduct; and
- other terms expressly incorporated into a particular service

constitute the applicable terms governing use of that service.

Where a specific service has additional terms, those terms will apply to that service to the extent they are consistent with these Terms.

43. NO AGENCY RELATIONSHIP

Use of the Free Democrats website or online services does not make you an agent, representative, employee or authorised spokesperson of the Free Democrats.

You must not represent that you speak on behalf of the Party unless you have been expressly authorised to do so.

Membership alone does not confer authority to make statements or commitments on behalf of the Free Democrats.

44. OFFICIAL REPRESENTATION

Only persons authorised by the Free Democrats may represent themselves as official Party representatives, spokespersons, candidates, office-bearers or other authorised representatives.

You must not create a website, social-media account, publication or other communication that falsely suggests it is officially operated or endorsed by the Free Democrats.

45. ELECTION AND CAMPAIGN MATERIAL

Free Democrats campaign material may be subject to additional requirements under South African electoral law.

Nothing in these Terms authorises a person to:

- impersonate a candidate;
- misuse Party branding;
- distribute unlawful electoral material;
- interfere with an election;
- misuse voter information; or
- otherwise violate applicable electoral law.

Members and volunteers participating in Party campaigns must comply with applicable law and Party instructions.

46. PUBLIC COMMENTS AND ENDORSEMENTS

A person's use of the Free Democrats website, attendance at an event or membership of the Party does not necessarily constitute an endorsement of every statement, policy proposal or publication made by every individual associated with the Party.

Similarly, unless expressly authorised, an individual's statement should not be represented as an official statement of the Free Democrats.

47. CONTACT INFORMATION

Questions concerning these Terms should be directed to:

Free Democrats of South Africa

General enquiries: [drjreid@telkomsa.net]

Membership: [drjreid@telkomsa.net]

Information Officer: [Dr. Johan Reid]

Privacy enquiries: [drjreid@telkomsa.net]

Telephone: [021 949 2067 / 083 636 0893]

Postal address: [16 Solway, Bellville, 7530]

Website: [<https://freedemocratsza.com/>]

48. ACKNOWLEDGEMENT

By using Free Democrats online services, you acknowledge that you have had an opportunity to read these Terms and that you agree to comply with them to the extent permitted by applicable law.

For membership applications, the following short acknowledgement may be displayed immediately before submission:

I have read and agree to the Free Democrats Terms of Service and acknowledge that my personal information will be processed in accordance with the Free Democrats Membership Privacy Policy and applicable South African law.

Where separate consent is legally required for a particular activity, that consent should be obtained separately and should not be treated as automatically given merely by accepting these Terms.

49. DOCUMENT CONTROL

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Next review: [T.B.A]

Approved by: [Dr. Johan Reid]