

# TERMS & CONDITIONS

*Governing Your Engagement with Our Mission and Digital Platforms*

Please read these Terms and Conditions carefully before using our website or engaging with our programs. By accessing our website, making a donation, entering a sponsorship or partnership arrangement, or otherwise engaging with Caring Touch Family Foundation, you agree to be bound by these Terms.

## INTRODUCTION AND ACCEPTANCE

These Terms and Conditions (“the Terms”) govern your use of the Caring Touch Family Foundation website at [caringtouchfoundation.org](http://caringtouchfoundation.org) (“the Website”), your donations, your participation in our programs, and all other engagements with Caring Touch Family Foundation (“the Foundation,” “we,” “us,” or “our”).

Caring Touch Family Foundation is a child and family-centered organization registered in Nigeria, devoted to the rescue, development, and transformation of vulnerable children and to building a world where every family is strong enough to raise the generation the world needs. Our physical address is No. 17, Gulf Crescent, Akoto Estate, Elebu, Ibadan, Oyo State, Nigeria.

By using our Website or engaging with our programs, you confirm that you have read, understood, and agree to these Terms and our Privacy Policy. If you do not agree to these Terms, please do not use our Website or engage with our programs.

We reserve the right to update these Terms at any time. We will notify users of material changes through our website and, where we hold contact details, by email. Continued use of the Website following notification of changes constitutes acceptance of the updated Terms.

### 1. Definitions

In these Terms, the following words have the following meanings:

| TERM                     | MEANING                                                                                                                                                                                |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "The Foundation"         | Caring Touch Family Foundation, its officers, directors, staff, volunteers, and authorized representatives                                                                             |
| "The Website"            | The website at <a href="http://caringtouchfoundation.org">caringtouchfoundation.org</a> and all associated pages, sub-domains, and linked digital platforms operated by the Foundation |
| "User"                   | Any person who accesses or uses the Website, regardless of whether they have created an account or made a donation                                                                     |
| "Donor"                  | Any person or organization that makes a financial contribution to the Foundation through the Website or by any other means                                                             |
| "Sponsor"                | A person or organization who enters into a child sponsorship arrangement with the Foundation                                                                                           |
| "Partner"                | An organization that has entered into a formal partnership agreement with the Foundation                                                                                               |
| "Volunteer"              | An individual who contributes time, skills, or expertise to the Foundation without financial compensation                                                                              |
| "Program Beneficiary"    | A child, family, or community member who receives support through one or more of the Foundation's programs                                                                             |
| "Content"                | All text, images, video, audio, data, documents, and other material published on the Website or in Foundation communications                                                           |
| "User-Generated Content" | Any content submitted by a User through the Website, including comments, messages, and enquiry form submissions                                                                        |

### 2. Use of the Website

## 2.1 Permitted Use

You may use the Website for lawful purposes related to understanding our mission, supporting our programs, making donations, engaging with our content, and communicating with us. You may access and use the Website on the following conditions:

- You are at least 18 years of age, or you are using the Website under the supervision and with the consent of a parent or legal guardian
- You have the legal capacity to enter into binding agreements under Nigerian law or the law of your jurisdiction
- You will provide accurate, current, and complete information when requested
- You will use the Website only for its intended charitable and informational purposes

## 2.2 Prohibited Use

You must not use the Website in any way that:

- Is unlawful, fraudulent, deceptive, or misleading
- Infringes the intellectual property rights of the Foundation or any third party
- Transmits unsolicited commercial communications (spam)
- Introduces malware, viruses, or other harmful code
- Attempts to gain unauthorized access to the Website, its server, or connected systems
- Collects or harvests data about other users without their consent
- Impersonates the Foundation, its staff, or any other person
- Publishes, shares, or reproduces images of children from our Website or programmes without our written consent
- Uses the Foundation's name, logo, or brand in any manner that implies association, endorsement, or partnership without our written consent
- Engages in any activity that could damage the reputation of the Foundation or undermine public trust in our mission

## 2.3 Account Registration (Donor Dashboard)

Where you create a Donor Dashboard account on our Website:

- You are responsible for maintaining the confidentiality of your login credentials
- You are responsible for all activity that occurs under your account
- You must notify us immediately at [caringtouchfoundation@gmail.com](mailto:caringtouchfoundation@gmail.com) if you suspect unauthorized use of your account
- We reserve the right to suspend or terminate accounts that breach these Terms
- You may request deletion of your account at any time, subject to our data retention obligations under the Privacy Policy

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# 3. Donations

## 3.1 General Donation Terms

All donations to Caring Touch Family Foundation are voluntary gifts made to support our charitable mission. By making a donation, you:

- Confirm that the funds being donated are lawfully yours to give and do not derive from any illegal activity
- Acknowledge that donations are non-refundable except as provided in Section 3.4 below
- Confirm that you are at least 18 years of age, or that the donation is made with the knowledge and consent of a parent or legal guardian
- Agree to receive a donation receipt by email, which constitutes your record of the transaction

### **3.2 How Donations Are Used**

All donations are used to advance the Foundation's charitable mission. While we make every effort to direct funds as close as possible to donor preferences, general donations are applied where they are most needed at the time of receipt. We do not guarantee that general donations will be applied to a specific program unless a restricted donation arrangement is agreed in writing.

We commit to transparency in our use of funds. Annual impact reports and financial summaries are published on our website. We are stewards of every gift entrusted to us and apply each donation with integrity, accountability, and care.

### **3.3 Restricted and Designated Donations**

Where a donor wishes to restrict their donation to a specific program, project, or purpose, this must be agreed in writing with the Foundation before the donation is made. The Foundation reserves the right to decline restricted donations where:

- The specified purpose is not consistent with the Foundation's charitable objectives
- The restriction would impose administrative burdens disproportionate to the donation amount
- The specified purpose is no longer operationally feasible

Where a restricted purpose becomes impossible or impracticable, we will contact the donor to discuss reallocation. If no agreement is reached, the donation will be returned.

### **3.4 Refund Policy for Donations**

Donations are generally non-refundable. However, we will consider refund requests in the following limited circumstances:

- The donation was made in error (for example, a duplicate transaction or incorrect amount) — refund requests must be made within 14 days of the transaction
- The donation was processed as a result of technical error on our systems
- A restricted donation cannot be applied to the specified purpose and the donor does not agree to reallocation

Refund requests must be submitted in writing to [caringtouchfoundation@gmail.com](mailto:caringtouchfoundation@gmail.com) with supporting details. We will review and respond within 14 working days. Approved refunds will be processed to the original payment method within a further 14 working days.

### **3.5 Payment Processing**

Online donations are processed through secure third-party payment processors. The Foundation does not store payment card numbers. Payment processors are selected for their compliance with applicable payment security standards (PCI-DSS). By making an online donation, you agree to the terms of the relevant payment processor, which are separate from these Terms.

### 3.6 Recurring Donations

Where you establish a recurring donation:

- You authorize the Foundation to charge your chosen payment method at the agreed frequency and amount until you cancel
  - You may cancel a recurring donation at any time by contacting [caringtouchfoundation@gmail.com](mailto:caringtouchfoundation@gmail.com) or through your Donor Dashboard
  - Cancellation requests received at least 5 working days before the next scheduled payment date will take effect for that payment. Requests received after that date will take effect from the following payment period
  - The Foundation reserves the right to modify or discontinue recurring donation programs with 30 days' written notice
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## 4. Child Sponsorship and Semi-Adoption

### 4.1 Nature of Sponsorship

Child sponsorship at Caring Touch Family Foundation enables donors to contribute financially to the care, development, and formation of a specific child at The Ark. Sponsorship is a financial contribution to the Foundation's work with a named child, it does not create a legal relationship between the sponsor and the child, does not confer any parental, custodial, or decision-making rights, and does not constitute legal adoption in any form.

### 4.2 Semi-Adoption Program

The Foundation's Semi-Adoption Program enables committed supporters to develop a meaningful, supported, and appropriately structured relationship with a child in our care. Semi-adoption is not legal adoption. Participation in the Semi-Adoption Program:

- Is subject to a separate Semi-Adoption Agreement which must be signed before participation begins
- Is governed by the Foundation's Semi-Adoption Policy, which sets out the terms, expectations, and boundaries of the relationship
- Is subject to the Foundation's safeguarding protocols and child protection framework at all times
- Does not confer legal parental rights, custodial rights, or decision-making authority over any child
- May be reviewed, modified, or terminated by the Foundation where the interests of the child require it

### 4.3 Child Protection in Sponsorship and Semi-Adoption

The protection and welfare of children is paramount in all sponsorship and semi-adoption arrangements. Sponsors and semi-adopters must at all times:

- Engage with sponsored or semi-adopted children only through the channels and formats approved by the Foundation
- Not share any personal contact information with a sponsored child or their family without Foundation approval
- Not attempt to make direct contact with a child or their family outside approved Foundation channels

- Not share photographs, videos, or identifying information about a sponsored or semi-adopted child on social media or with third parties
- Report any safeguarding concern about a child to the Foundation immediately

Breach of these conditions may result in immediate termination of the sponsorship or semi-adoption arrangement.

#### **4.4 Updates and Communication**

The Foundation will provide sponsors with periodic updates on the general progress of the child they sponsor, subject to the consent of the child and their guardian and the Foundation's child privacy standards. Updates are prepared by Foundation staff and may be in the form of a letter, photograph, or progress report. Updates reflect the whole-child formation progress of the child — not the specific details of their personal history or circumstances.

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## **5. Partnerships**

### **5.1 Partnership Arrangements**

Formal partnership arrangements between the Foundation and other organizations are governed by a written Partnership Agreement or Memorandum of Understanding (MOU), which takes precedence over these Terms for matters specific to that partnership. These Terms continue to govern general website use and interactions not covered by the specific Partnership Agreement.

### **5.2 Use of the Foundation's Name and Brand**

Partners may not use the Foundation's name, logo, or brand materials without prior written approval. Approved use is limited to the purposes and format specified in the written approval. The Foundation may withdraw consent for use of its name or brand at any time if the use is inconsistent with our values, mission, or public commitments.

### **5.3 Fundraising and Event Partnerships**

Organizations wishing to fundraise on behalf of the Foundation or hold events in our name must obtain prior written approval. Approved fundraising partners must:

- Clearly identify themselves as raising funds on behalf of the Foundation, not as the Foundation itself
  - Remit all funds raised to the Foundation within 30 days of the fundraising event or campaign, accompanied by a full accounting
  - Not use the Foundation's name, logo, or imagery in any promotional material that has not been reviewed and approved by us
  - Comply with all applicable Nigerian and international laws governing charitable fundraising
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## **6. Volunteering**

Individuals who volunteer with the Foundation agree to:

- Abide by the Foundation's Volunteer Code of Conduct and all applicable policies, including the Safeguarding Policy

- Undergo any required background checks, particularly those who will work directly with children
- Complete required safeguarding and child protection training before beginning work with children
- Treat all information about children, families, and beneficiaries as strictly confidential
- Report any safeguarding concern immediately to the Foundation's designated safeguarding lead
- Not photograph, record, or share images of children in our care without the Foundation's explicit written approval in each instance
- Represent the Foundation with dignity, honesty, and care in all interactions with beneficiaries, communities, and the public

Volunteering arrangements do not constitute employment and do not entitle volunteers to remuneration, benefits, or any employment rights under Nigerian law unless a separate written agreement to the contrary is in place.

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## 7. Intellectual Property

### 7.1 Foundation Content

All content on the Website, including but not limited to text, photographs, graphics, logos, videos, documents, and the design and layout of the Website, is the property of Caring Touch Family Foundation or is used with the permission of the relevant rights holder. All rights are reserved.

You may access and view Website content for personal, non-commercial purposes related to understanding and supporting our mission. You may share links to our Website content on social media for non-commercial purposes. You may not:

- Reproduce, publish, or distribute Foundation content in any form without our prior written consent
- Use Foundation content for commercial purposes
- Remove or alter any copyright, trademark, or attribution notices from Foundation content
- Frame or embed Foundation web pages within another website without our written consent

### 7.2 Images of Children

All photographs and videos of children associated with the Foundation are subject to additional restrictions. No image of a child in our care or programs may be reproduced, shared, published, or used in any context — including on social media — without the Foundation's express written consent. This applies to images obtained from the Website, from Foundation publications, from events, and from any other source.

### 7.3 User-Generated Content

Where you submit content through the Website (including comments, messages, or enquiry form submissions), you grant the Foundation a non-exclusive, royalty-free license to use, store, and respond to that content for the purposes of operating the Website and delivering our programs. You confirm that any content you submit does not infringe the rights of any third party, is not harmful, defamatory, or offensive, and does not contain personal data of third parties shared without their consent.

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## 8. Content Standards and Acceptable Conduct

### 8.1 Our Content Standards

We strive to ensure that all content published on the Website is accurate, fair, and consistent with our values. However, we do not warrant that all content is error-free or complete. Where you identify an error or inaccuracy in our content, we welcome notification at [caringtouchfoundation@gmail.com](mailto:caringtouchfoundation@gmail.com).

Blog posts and articles on the Website represent the views of the Foundation and our contributors. They do not constitute legal, medical, psychological, or financial advice. Where content touches on specialized professional matters, readers should seek independent professional advice appropriate to their situation.

## 8.2 Conduct in Foundation Spaces

When engaging with the Foundation in any capacity, whether online, at events, at The Ark, or through any other channel, all participants are expected to:

- Treat all staff, volunteers, beneficiaries, and other participants with dignity and respect
- Refrain from any form of harassment, discrimination, or intimidation based on gender, age, ethnicity, religion, disability, or any other characteristic
- Comply with all applicable laws and Foundation policies
- Act in a manner consistent with the Foundation's values of care, integrity, and the dignity of every person

The Foundation reserves the right to exclude any person from its events, premises, programs, or digital platforms where their conduct violates these standards.

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## 9. Disclaimer of Warranties

The Website and all content are provided "as is" and "as available" without warranty of any kind, express or implied. To the fullest extent permitted by applicable law, the Foundation disclaims all warranties, including but not limited to:

- Warranties of merchantability, fitness for a particular purpose, and non-infringement
- Warranties that the Website will be available without interruption, error-free, or free from viruses or other harmful components
- Warranties as to the accuracy, completeness, or currency of any content on the Website

The Foundation makes no warranty that use of the Website will produce any particular outcome, result, or benefit for any User.

Nothing in this section limits or excludes any warranty that cannot lawfully be disclaimed under Nigerian law or the law of any other applicable jurisdiction.

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## 10. Limitation of Liability

To the fullest extent permitted by applicable law, the Foundation shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or in connection with your use of the Website, your engagement with our programs, or any transaction conducted through the Website, including but not limited to:

- Loss of data, revenue, profits, or business opportunity
- Damage to devices or systems arising from use of the Website
- Reliance on any content published on the Website
- Unavailability or interruption of the Website

The Foundation's total aggregate liability for any claims arising in connection with these Terms shall not exceed the amount donated or paid by you to the Foundation in the twelve months preceding the event giving rise to the claim, or ₦20,000 (twenty thousand Naira), whichever is greater.

Nothing in these Terms limits or excludes the Foundation's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited under applicable law.

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## 11. Third-Party Links and Services

The Website may contain links to third-party websites, services, and resources. These links are provided for your convenience and information only. The Foundation:

- Does not control third-party websites and is not responsible for their content, privacy practices, or terms
- Does not endorse any third-party website, product, service, or organization by virtue of including a link to it
- Is not responsible for any loss or damage arising from your use of or reliance on any third-party website or service

We particularly draw your attention to the fact that our payment processing services, donation platform, and email communication tools are operated by third-party providers. Your use of these services is also subject to their own terms and privacy policies.

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## 12. Safeguarding and Child Protection

The Foundation is unequivocally committed to the protection of children from all forms of harm. All individuals who engage with the Foundation — whether as donors, sponsors, volunteers, partners, or visitors — are expected to share this commitment and to conduct themselves at all times in a manner that promotes and protects the safety and dignity of children.

### 12.1 Reporting Obligations

If you have a reasonable concern that a child associated with the Foundation may be at risk of harm, or if you witness or become aware of behavior that may constitute abuse, neglect, exploitation, or any other form of harm to a child, you must report this to the Foundation immediately:

**Safeguarding Contact: Caring Touch Family Foundation**

Email: [caringtouchfoundation@gmail.com](mailto:caringtouchfoundation@gmail.com) (Subject: SAFEGUARDING CONCERN — URGENT)

Telephone: +234 816 780 5584 | +234 907 706 1405

**If a child is in immediate danger, contact the Nigerian Police Force (199) or relevant emergency services immediately before contacting the Foundation.**

### 12.2 Zero Tolerance

The Foundation operates a zero-tolerance policy toward any form of abuse, exploitation, or harm to children. Any person found to have engaged in conduct that harms or endangers a child will be

immediately excluded from all Foundation activities and programs, and the matter will be referred to the appropriate statutory authorities.

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## **13. Governing Law and Dispute Resolution**

### **13.1 Governing Law**

These Terms are governed by and construed in accordance with the laws of the Federal Republic of Nigeria. Where you are located in a jurisdiction other than Nigeria, mandatory consumer protection laws of your jurisdiction may also apply and are not excluded by these Terms.

### **13.2 Informal Resolution**

If you have a complaint or dispute in connection with these Terms or your engagement with the Foundation, we encourage you to contact us first to seek informal resolution. Most concerns can be resolved quickly through direct communication:

- Email: [caringtouchfoundation@gmail.com](mailto:caringtouchfoundation@gmail.com)
- Telephone: +234 816 780 5584
- Post: Caring Touch Family Foundation, No. 17, Gulf Crescent, Akoto Estate, Elebu, Ibadan, Oyo State, Nigeria

### **13.3 Formal Dispute Resolution**

Where a dispute cannot be resolved informally within 30 days of being raised, either party may refer the matter to:

- Mediation through a mutually agreed mediator as a first step, before formal legal proceedings
- The courts of the Federal Republic of Nigeria, with the courts of Oyo State having non-exclusive jurisdiction

Nothing in this section prevents any party from seeking urgent injunctive or other interim relief through the courts where necessary to protect their rights.

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## **14. Modifications to Terms**

The Foundation reserves the right to modify these Terms at any time. Changes will be posted on the Website with an updated effective date. We will notify registered users by email where changes are material.

Your continued use of the Website or engagement with our programs following notification of changes constitutes your acceptance of the updated Terms. If you do not accept the updated Terms, you should discontinue use of the Website and notify us if you wish to terminate any ongoing arrangements.

We recommend that you review these Terms periodically. The version number and effective date on the cover page identify the current version.

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## **15. Severability**

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and

enforceable. If modification is not possible, the provision shall be severed from these Terms. The validity and enforceability of the remaining provisions shall not be affected.

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## 16. Entire Agreement

These Terms, together with our Privacy Policy, Donor Policy, and Safeguarding Policy (all available at [caringtouchfoundation.org](https://caringtouchfoundation.org)), constitute the entire agreement between you and the Foundation governing your use of the Website and your general engagement with us. They supersede all prior communications, representations, or agreements, whether written or oral, relating to the same subject matter.

Where a specific written agreement, MOU, Sponsorship Agreement, Partnership Agreement, or other formal document governs your relationship with the Foundation, that specific document shall prevail to the extent of any inconsistency with these Terms.

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## 17. Contact

For any questions, concerns, or notices under these Terms, please contact us:

### **Caring Touch Family Foundation**

No. 17, Unity Drive, Akoto Estate, Elebu, Ibadan, Oyo State, Nigeria

Email: [caringtouchfoundation@gmail.com](mailto:caringtouchfoundation@gmail.com)

Telephone: +234 816 780 5584 | +234 907 706 1405

Website: [caringtouchfoundation.org](https://caringtouchfoundation.org)

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