

**South African Venture Capital and Private Equity Association NPO (“SAVCA”)**

NPO Registration Number: 2000/028170/08

**WEBSITE TERMS OF USE AGREEMENT**

Please read the following Terms of Use Agreement (“Agreement”) carefully before utilising the SAVCA (“We” or “Us”) Website (“the Website”) accessible at [www.savca.co.za](http://www.savca.co.za). This Website is intended to provide the User with information regarding SAVCA, its members (“Members”), the SAVCA Member Catalogue (“Catalogue”), SAVCA media and news, the SAVCA Fund Manager Development Programme, SAVCA Partnership Initiatives and any other associated services. Use of the Website indicates that You (“the User”) have understood and agree to be bound by this Agreement. SAVCA’s Privacy Policy is incorporated by reference into this Agreement and is subject to this Agreement. SAVCA may amend this Agreement at any time. All amended Terms of this Agreement shall be effective automatically and immediately upon the posting of the revised Agreement and any subsequent activity in relation to the Website shall be governed by such amended Terms and Conditions of Use.

**If You do not agree to the Terms of this Agreement, please do not use the Website or any parts thereof.**

**This Agreement was last revised on 10 November 2020.**

**You are advised to regularly check the Website for any amendments or updates.**

**Enquiries: [info@savca.co.za](mailto:info@savca.co.za)**

**1. Use of the Website**

- 1.1. Your usage of the Website constitutes Your acceptance of these Terms and Your resultant obligations towards SAVCA, the owner of the Website. If You do not agree to the Terms, You are not authorised to use the Website.
- 1.2. By accessing or using the Website You represent that You have the legal authority to accept the Terms on behalf of Yourself and any party You represent in connection with Your use of the Website.
- 1.3. You may not use the Website for any purpose that is unlawful or prohibited by these Terms, any applicable amended Terms & Conditions, or any other conditions or notices that are made available on the Website. Unauthorised use of this Website may result in SAVCA instituting a claim for damages against You and/or You may be found guilty of a statutory and/or criminal offence.
- 1.4. You may terminate this Agreement by ceasing use of the Website if You do not agree to the Terms or any alteration thereto. Your continued use of the Website after amended Terms &

Conditions are effective is evidence of the fact that You have read, understood and agreed to those Terms & Conditions.

1.5. SAVCA reserves the right to withdraw or amend the Website service without notice.

## **2. Acceptable Use**

2.1. When using the Website, Users agree not to do any of the following:

2.1.1. Use the Website in any way, or to any effect, that breaches any law or regulation or that is fraudulent;

2.1.2. Use or transfer content on the Website that You do not have the right to use or transfer under intellectual property, confidentiality, privacy or other applicable laws;

2.1.3. Use or transfer unsolicited or unauthorised content, including advertising or promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unsolicited or unwelcome solicitation or advertising;

2.1.4. Use or transfer content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise interfere with or disrupt the Website or servers or networks connected to the Website , or that infringes any requirements, procedures, policies or regulations of networks connected to the Website ;

2.1.5. To gain or attempt to gain unauthorised access to any part of the Website . This includes the use of any malicious or damaging software (such as viruses, trojans and worms) in order to gain or attempt to gain unauthorised access to any part of the Website ;

2.1.6. Transfer content that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false and misleading, incites an illegal act, or is otherwise in breach of Your obligations to any person or contrary to any applicable laws and regulations;

2.1.7. Intimidate or harass another User;

2.1.8. Use or attempt to use another's services or personal information;

2.1.9. Remove, circumvent, disable, damage or otherwise interfere with any security-related features that enforce limitations on the use of the Website ;

- 2.1.10. Attempt to gain unauthorised access to the Website, computer systems or networks connected to the Website , through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Website or any activities conducted through the Website;
- 2.1.11. Use any means to bypass measures We use to restrict access or use of the Website ;
- 2.1.12. Impersonate another person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity; and
- 2.1.13. Interfere with any others' use and enjoyment of the Website .

If You breach these Terms, Your permission to use the Website terminates immediately.

### **3. Electronic Signature**

- 3.1. You agree to be bound by any affirmation, assent, communication or agreement You transmit through the Website, including but not limited to any consent You give to receive communications from SAVCA solely through electronic transmission. You agree that, when in the future You click on "I agree," "I consent," "Submit," "Register" or other similarly worded "button" or entry field with your mouse, keystroke or other computer device, Your agreement or consent will be legally binding and enforceable and the legal equivalent of Your handwritten signature.
- 3.2. Alternatively, the indication of the User that they accept these terms and conditions shall be established by the User checking the appropriate check box on the Website and this shall have the same cause and effect as if the User were to have signed a physical document.

### **4. Disclaimer**

- 4.1. The use of the Website is entirely at your own risk and You assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.
- 4.2. Whilst SAVCA takes reasonable measures to ensure that the content of the Website is accurate and complete, SAVCA makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by SAVCA's representatives, SAVCA shall not be bound thereby.
- 4.3. SAVCA disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.

- 4.4. The Website itself and all information provided on the Website is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
- 4.5. Any views or statements made or expressed on the Website are not necessarily the views of SAVCA, its directors, employees and/or agents.
- 4.6. In addition to the disclaimers contained elsewhere in these Terms and Conditions, SAVCA also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of SAVCA, its employees, agents or authorised representatives. SAVCA thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.
- 4.7. The content on this Website is provided for general information purposes. You understand that SAVCA does not provide financial, legal or technical advice on or via the Website and that SAVCA makes no representations about the reliability, and accuracy of the information, services or other content contained on the Website.

## **5. Warranties**

- 5.1. Every effort is made to keep the Website up and running smoothly. However, SAVCA takes no responsibility for, does not warrant and will not be liable for the Website being temporarily unavailable due to technical issues beyond its control.
- 5.2. All information contained on the Website is provided by SAVCA and/or its partners, agents or representatives, without warranty of any kind, expressed or implied, including (but not limited to) any implied warranties that the functions or content contained on the Website will be uninterrupted or error-free, that errors will be corrected, or that SAVCA’s servers are free of viruses or other harmful components. SAVCA does not warrant or make any representation regarding the use or the result of use of the content in terms of accuracy, reliability or otherwise.

## **6. Indemnities**

- 6.1. You agree to defend, indemnify and hold SAVCA, its officers, directors, employees, agents and/or representatives, harmless from and against any claims, actions or demands, liabilities and settlements including (and without limitation to) reasonable legal fees, resulting from, or alleged to result from, Your use of the Website. SAVCA shall not be responsible or liable whatsoever in any manner for any content posted on the Website (including claims of infringement relating to content posted on the Website for Your use, or for the conduct of third parties whether on the Website or otherwise relating to the Website).

## **7. Intellectual Property**

- 7.1. All rights in the Website and the content on the Website including copyright, design rights, database rights, trade marks, patents, inventions, knowhow, source codes and any other intellectual property rights in any of the foregoing are reserved for SAVCA and/or SAVCA's content and technology providers.
- 7.2. The SAVCA logo, including any of those associated therewith, displayed are subject to copyright protection. The text, images, graphics, and their arrangement on the Website are all subject to copyright and other intellectual property protection. These objects may not be copied for commercial use or distribution (unless otherwise indicated), nor may these objects be modified or reposted to other websites without written consent.
- 7.3. The Website may contain further text, images, graphics, that are subject to the copyright of third parties and You agree not to use such materials in a manner that violates the rights of such third parties.
- 7.4. You may not (and may not authorise another party to): frame or otherwise co-brand the Website (for example, by displaying a name, logo, trademark or other means of attribution) in a manner that is reasonably likely to give a user the impression that You or a third party has the right to display, publish or distribute the Website.
- 7.5. No license to SAVCA's intellectual property or the intellectual property of third parties has been granted to You unless otherwise indicated.
- 7.6. You may view, download and print content from the Website for information purposes only.
- 7.7. You may not modify the paper or digital copies of any materials You have printed or downloaded from the Website.
- 7.8. You may not use any part of materials on this Website for commercial purposes without obtaining a license from SAVCA or their licensors to do so.

## **8. Member Catalogue**

- 8.1. SAVCA makes accessible certain information to the public on its Website, such as lists of SAVCA Members. The accessible information may include organisation name, email address, telephone number, name of contact person, investment preferences, fund details, physical and postal address and website address of the SAVCA Member.
- 8.2. SAVCA will only make accessible limited information that will allow the public the ability to verify SAVCA Membership and contact Members for further information, where necessary.
- 8.3. You may view, download and print content from the Catalogue for information purposes only.
- 8.4. You may not modify the paper or digital copies of the Catalogue.
- 8.5. You may not use any part of materials on the Catalogue for commercial purposes without obtaining a license from SAVCA or their licensors to do so.
- 8.6. The further access and use of the Catalogue is governed by these Terms and Conditions of Use.

## **9. Links**

- 9.1. This Website may include links to other websites. These links are provided for Your convenience for the purposes of providing further information to You. Such links do not signify that SAVCA endorses the website(s) linked to this Website. You agree that SAVCA shall have no responsibility or bear no liability in relation to the content of the linked website(s). Content hosted on third party websites is the responsibility of those websites, and not of SAVCA.
- 9.2. You may not create a link to the SAVCA Website from another website or document without prior written consent from SAVCA. SAVCA reserves the right to withdraw linking permission without notice. The website from which the link originates must comply with the content standards set out in 'Acceptable Use' above.

## **10. Jurisdiction**

- 10.1. These Terms and any dispute relating to these Terms will be construed and interpreted in accordance with the laws of the Republic of South Africa and You hereby consent to the exclusive jurisdiction of the South African courts.
- 10.2. The Website is controlled and offered by SAVCA from its facilities or the facilities of its authorised third party service providers in South Africa. SAVCA makes no representations that the Website is suitable or available for use in other countries. If You are accessing or using this Website from other countries or jurisdictions, You do so at Your own risk and You are responsible for compliance with local law.

## **11. Amendments to Terms & Conditions**

- 11.1. SAVCA may change these Terms at any time by posting the amended Terms & Conditions on the Website. All amended Terms & Conditions are immediately and automatically effective after they are posted onto the Website. Use of the Website shall be governed by such amended Terms & Conditions. You are advised to regularly check these Terms & Conditions for any amendments.
- 11.2. Amended Terms & Conditions shall apply to any disputes that arise after the posting of such terms on the Website.
- 11.3. You can easily view when this Agreement was last revised by checking the date as set out above.

## **12. Notices**

- 12.1. SAVCA hereby selects Greens Business Park, 54 Wierda Road, Inanda, Sandton, 2196, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). SAVCA may change this address from time to time by updating these Terms and Conditions.
- 12.2. You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving SAVCA not less than 7 days' notice in writing.
- 12.3. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent -
  - 12.3.1. by hand will be deemed to have been received on the date of delivery;
  - 12.3.2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
  - 12.3.3. by telefax before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All telefaxes sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day; and
  - 12.3.4. by email will be deemed to have been on the date indicated in the "Read Receipt" notification. ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE "READ RECEIPT" FUNCTION to serve as proof that an email has been received.

## **13. Waiver**

13.1. Any failure by SAVCA to exercise or enforce any part of this Agreement shall not be construed as a waiver of such right to exercise or enforce any part of this Agreement.

#### **14. Severability**

14.1. If any provision of this Agreement is found to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

#### **15. General**

15.1. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

15.2. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

15.3. No indulgence, extension of time, relaxation or latitude which any party (the "Grantor") may show grant or allow to the other (the "Grantee") shall constitute a waiver by the Grantor of any of the Grantor's rights and the Grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the Grantee which may have arisen in the past or which might arise in the future.

15.4. These Terms and Conditions contain the whole agreement between You and SAVCA and no other warranty or undertaking is valid, unless contained in this document between the parties.

#### **16. Privacy Policy**

16.1. SAVCA is entrusted with responsibly handling, storing and processing the information and data that it collects through the Website and agrees to use Your personal information in accordance with the Privacy Policy and the Terms set out herein. By using the Website, You consent to such use, storage and processing.

16.2. In the event that You elect to submit personal information, such information will be handled in accordance with the laws pertaining to the handling of personal information in South Africa.

16.3. If SAVCA is required to provide a third party with Your personal information (whether by subpoena or otherwise), then SAVCA will use reasonable means to notify You promptly of that event (on condition that We have collected and retained an email address for You) unless such notification is prohibited by law or SAVCA is otherwise advised not to notify You by legal counsel.

The following table contains further information on SAVCA and represents the information that must be provided by SAVCA to You in compliance with Section 43 of the Electronic Communications and



Transactions Act 25 of 2002. You are advised to regularly check this section of the Terms of Use for any amendments or updates.

Full Name	<b>Southern Africa Venture Capital and Private Equity Association NPO</b>
Legal Status	
Company Registration Number	
Place of Registration	
Directors	
Physical Address	
Postal Address	
Physical Address for receipt of legal documents	
Telephone Number	
E-mail address	
Website Address	
Membership to self-regulatory and/or accreditation bodies	
Description of products offered	N/A
Full price of products offered	N/A
Manner of payment for products offered	N/A

Manner and period within which consumers can access and maintain a full record of applicable transactions	
Return, Exchange and Refund Policy	N/A
Alternative Dispute Resolution code to which SAVCA subscribes	
Codes of Conduct to which SAVCA subscribes	
Applicable terms of agreement, including any guarantees	N/A
Privacy Policy	