

## **SA Venture Capital and Private Equity Association NPC (“SAVCA”)**

Registration Number: 2000/028170/08

### **SAVCA WEBSITE TERMS & CONDITIONS**

#### **Website Terms of Use**

#### **1. Introduction**

These Website Terms of Use (“Terms”) govern your access to, and use of the website operated by SAVCA, located at [www.savca.co.za](http://www.savca.co.za) (“the Website”).

By accessing or using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, you must refrain from using the Website.

#### **2. Purpose of the Website**

The Website provides general information relating to SAVCA, including but not limited to its activities, research, events, programmes, and the broader private capital ecosystem.

The information provided on the Website is of a general nature and is intended for informational purposes only. It does not constitute financial, investment, legal, or professional advice, nor should it be relied upon as the basis for making any investment or commercial decisions.

The information is not intended to address your specific requirements and may not be complete or up to date. You should obtain appropriate independent professional advice before making any such decisions.

#### **3. Acceptable Use**

You agree to use the Website only for lawful purposes and in a manner that does not infringe the rights of SAVCA or any third party or restrict or inhibit the use and enjoyment of the Website by any other user.

You must not attempt to gain unauthorised access to any part of the Website, its servers, or any systems connected to it. You must not introduce malicious software, interfere with the operation of the Website, or use the Website for any unlawful or fraudulent purpose.

SAVCA reserves the right to restrict, suspend, or terminate your access to the Website if you breach these Terms.

#### **4. Intellectual Property**

All intellectual property rights in and to the Website and its content, including but not limited to text, graphics, logos, images, research materials, publications, data, databases, compilations, and underlying code, are owned by or licensed to SAVCA and are protected by applicable intellectual property laws.

Subject to these Terms, you are granted a limited, non-exclusive, non-transferable, and revocable right to access and use the Website and its content for personal, non-commercial purposes only.

You may not reproduce, distribute, modify, transmit, publish, display, adapt, extract, reuse, or otherwise exploit any content from the Website, in whole or in part, in any form or by any means, for commercial purposes or in a manner that is inconsistent with these Terms, without the prior written consent of SAVCA.

You may not use any data, research, or information obtained from the Website in a manner that suggests endorsement by SAVCA or that may misrepresent the source or context of such information.

All rights not expressly granted in these Terms are reserved by SAVCA.

## **5. Member Directory**

The Website may provide access to a member directory containing certain information relating to SAVCA members.

This information is made available solely for the purposes of networking and verifying SAVCA membership. You may not use the member directory for unsolicited marketing or communications, and you may not copy, scrape, extract, or otherwise use the directory or its contents for commercial purposes.

## **6. Third-Party Platforms**

Certain services or functionalities associated with the Website may be provided through third-party platforms.

SAVCA does not control such platforms, and your use of them will be subject to their respective terms and conditions and privacy policies. SAVCA accepts no responsibility for the operation or content of such third-party platforms.

## **7. Website Availability**

While SAVCA endeavours to ensure that the Website is available and functions properly at all times, it does not guarantee uninterrupted or error-free access.

SAVCA may suspend, withdraw, discontinue, or change all or any part of the Website at any time without notice.

## **8. Disclaimer**

The Website and its content are provided on an “as is” and “as available” basis, to the extent permitted by law.

While SAVCA takes reasonable steps to ensure that the information on the Website is accurate and up to date, SAVCA makes no representations or warranties, whether express or implied, regarding the accuracy, completeness, reliability, suitability, or availability of such information.

Your use of the Website and reliance on its content is entirely at your own risk.

## **9. Limitation of Liability**

To the fullest extent permitted by applicable law, SAVCA shall not be liable for any loss or damage, whether direct, indirect, incidental, special, or consequential, arising from or in connection with your use of, or inability to use, the Website, your reliance on any information provided on the Website, or any errors, omissions, interruptions, or delays in the Website or its content.

This includes, without limitation, any loss of data, loss of profits, loss of business opportunities, loss of anticipated savings, or business interruption arising from reliance on information provided on the Website.

Nothing in these Terms excludes or limits liability where such exclusion or limitation is not permitted by law.

## **10. Indemnity**

You agree to indemnify and hold harmless SAVCA, its officers, employees, and representatives from and against any loss, damage, liability, claim, or expense (including reasonable legal costs on an attorney and client scale) incurred by SAVCA arising from or in connection with your unlawful use of the Website, your breach of these Terms, or your infringement of any rights of a third party.

## **11. Third-Party Links**

The Website may contain links to external websites. These links are provided for convenience only.

SAVCA does not endorse and is not responsible for the content, security, or availability of such external websites, and your use of any linked website is at your own risk.

## **12. Privacy and Access to Information**

Personal information is processed in accordance with SAVCA's Privacy Policy, which is available on the Website.

Access to records held by SAVCA is governed by its Promotion of Access to Information Act, 2000 ("PAIA") Manual, also available on the Website.

## **13. Amendments**

SAVCA reserves the right to amend these Terms at any time. Updated versions will be published on the Website.

Your continued use of the Website following any such amendments will constitute your acceptance of the revised Terms.

## **14. Governing Law and Jurisdiction**

These Terms are governed by and will be interpreted in accordance with the laws of the Republic of South Africa.

You agree that any dispute arising from or in connection with these Terms or your use of the Website will be subject to the exclusive jurisdiction of the South African courts.

## 15. Contact Details

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**Last updated: June 2026**