

APPLICABILITY

This disclaimer applies to our original e-mail, any attachments and all subsequent e-mails or attachments that sender may send from Paycorp Investments, or any of its subsidiaries, holding companies, operating divisions and the like (collectively referred to as the “Group”)

RECIPIENTS OF E-MAIL FROM THE GROUP

E-mails and their attachments (collectively referred to for convenience as “e-mail”) are intended for the named recipient(s) ONLY. This includes those persons sent copies. If you are not the named recipient (or their authorised representative) or a recipient of a copy of the e-mail, or have otherwise received the e-mail in error:

- Kindly notify the sender (as specified in the e-mail) using the contact details contained in such e-mail. You are kindly requested to do so using e-mail if possible and if this is not possible, then using the quickest means possible (telephone or fax). You must delete this message once you have notified the sender.
- You may not forward, copy or otherwise transmit or disseminate the e-mail or any of the contents thereof to any person other than the named sender or an employee of the Group’s IT Department.
- You may not print, save or otherwise store the e-mail or any of the contents thereof in electronic or physical form.

CONFIDENTIAL

The e-mail and its contents are confidential, unless specifically stated or if this is manifestly clear from the context (including, by way of example, press releases and other official statements, issued by way of e-mail). If you are not certain of the confidentiality status of an e-mail, please contact the sender to confirm this. In addition, e-mails may be logged for archival purposes and may be reviewed by parties at the Group other than those named in the message header. Any unauthorised copying, disclosure, adaption, distribution, publication and/or use of, or any other unauthorised action taken based on this e-mail message, is strictly prohibited and may be unlawful and an infringement of copyright.

AGREEMENTS

Group employees, agents, contractors, directors and the like are not authorised to conclude binding agreements on behalf of the Group by e-mail and nothing contained in this e-mail shall be construed as a legally binding agreement or an offer to contract.

The provisions of Sections 11, 12 and 13 of the Electronic Communications and Transactions Act, 25 of 2002, in so far as e-contracting is concerned are expressly excluded and contracted out by any Group company.

No data message or electronic communication will be recognised as having any legal contractual status under any circumstances.

Any contract or agreement concluded by any group company shall be legally binding and recognised only once the contract or agreement has been reduced to physical writing and is physically signed by a duly authorised representative of the above Group.

All other provisions of the Electronic Communications and Transactions Act, 25 of 2002 are accepted.

OFFERS, WARRANTIES AND REPRESENTATIONS

The e-mail does not necessarily constitute an official representation of the Group unless this is specifically stated or clearly and objectively ascertainable from the contents of the e-mail itself.

E-mails from the Group do not, as a rule, contain warranties, representations or offers. You accordingly cannot rely on any purported warranty, representation or offer unless it is explicitly stated in the e-mail and the e-mail has been sent by a representative of the Group **duly authorised**

VIRUS WARNING

All reasonable precautions have been taken by us to ensure that no viruses are present in our e-mail to you. The Group (either jointly or severally) cannot accept responsibility for loss or damage arising from the use of the e-mail or attachments. We recommend that you virus check all e-mail and attachments you receive.

DAMAGES

While the Group uses its best endeavours to prevent loss or damage to third party systems, it cannot be held liable for any loss or damage whatsoever due to viruses or other malicious code in an e-mail, corruption of data or any "denial of service" or similar exploit caused by a virus or malicious code.

OFFENSIVE E-MAIL CONTENT:

Our employees and other users of the Group e-mail are subject to policies that prohibit:

- the obscuring, suppressing, or replacing another user's identity on an e-mail (pretending to be someone else);
- the use of the Group's information and communications systems for the exercise of the employee's right to free speech;
- sexual, religious, political and racial harassment;
- profanity, obscene, offensive, derogatory or defamatory remarks;
- otherwise unlawful communication via e-mail.

Accordingly, if an e-mail sent by the Group user that breaches any of these provisions, that e-mail is sent in that person's personal capacity and the Group (either jointly or severally) is not liable for such messages. The Group will take appropriate disciplinary action against any person breaching these provisions and you can report any such breach to grouplegal@paycorp.co.za.

DISCLOSURE OF E-MAIL ADDRESS

The e-mail address of any employee of the Group who is a party to this e-mail may not be used, copied, sold, disclosed, shared or incorporated into any database or mailing list for spamming and/or online marketing practices without the prior consent of the employee and/or the Group.

GENERAL

This e-mail disclaimer shall be governed by the law of South Africa. Any dispute arising from or in connection with this disclaimer shall be resolved at Sandton in accordance with the AFSA Expedited Rules.

QUERIES

You can contact grouplegal@paycorp.co.za should you have any queries concerning this disclaimer.