

# **Email Disclaimer**

#### 1. Introduction

We are Cinque (Pty) Ltd (registration number: 2008/022669/07) and our subsidiaries, also known as Cinque. This is our email disclaimer. Our subsidiaries include Cinque Analytics (Pty) Ltd, (registration number: 2016/361403/07); Cinque Collections (Pty) Ltd, (registration number: 2013/216151/07); and Cinque Guarantee and Commercial (Pty) Ltd, (registration number: 2016/192046/07).

# 2. Applicability

This disclaimer applies to our original email, any attachments and all subsequent emails or attachments our user may send.

# 3. Recipients of email from us

Emails and any accompanying documentation (collectively "email") are intended for the named recipient only. If you are not the named recipient (or authorised representative) and have a recipient of a copy of the email:

- Please notify the sender using the contact details contained in the email, by email. If this is not possible, then using the quickest means possible (telephone or fax). You must delete the email you received once you have notified the sender.
- You must not forward, copy or otherwise transmit or disseminate the email or any of its contents to any person other than the named sender.
- You may not print, save or store the email or any of its contents in electronic or physical form.

#### 4. Confidentiality of our email

The email and its contents are confidential, unless specifically stated or if this is manifestly clear from the context (such as press releases and other official statements). The email may be subject to legal privilege and client confidentiality. If you are not certain whether the email is confidential, please check with the sender. Any use by anyone other than the addressee is strictly prohibited.

### 5. Copyright notice

The content of this email relating to us and our subsidiaries are owned by us and are protected by copyright and other intellectual property laws. All rights not expressly granted are reserved.

#### 6. Electronic communications

By communicating with us through electronic means, you consent to receiving communications electronically and agree that all agreements, notices, disclosures and all other communications transmitted by electronic means satisfies any legal requirement, including but not limited to the requirement that such communication should be "in writing". Unless otherwise agreed:

- · We are only deemed to have received an email once we have confirmed receipt thereof; and
- We are deemed to have sent an email once reflected as "sent" on our email server.

#### 7. Disclaimer

We will not be liable if any variation is affected to any document or correspondence emailed unless the variation has been approved by the sender. We cannot be held liable for any harm or loss resulting from viruses in this message or attachments, including data corruption. We disclaim liability or legal responsibility for the non-delivery or incorrect delivery for whatever reason of the contents of this message, its effect on electronic devices or its transmission in an unencrypted medium.

### 8. Personal use by employees

Any views or opinions expressed in this message are those of the individual sender and do not create obligations on or represent any commitment by the business, except where the sender specifically states it to be the views or opinions of the business. If this message contains offensive, derogatory or defamatory statements or materials, it means the message has been sent outside the sender's scope of employment with the business and only the sender can be held liable in their personal capacity.

### 9. Interception and monitoring

We reserve the right to intercept, monitor, review and disclose all information transmitted or received by employees via email. Employees do not have any privacy right in the creation of, sending of, receipt of or storage of information (e.g. email messages, internet pages) on the systems of the business. If you do not want your email to be read by us, you must not communicate with us via email.

### 10. Offers, warranties and representations

Nothing in this email constitutes an offer, warranty or representation from us, but is merely an invitation to do business. We are entitled to rely on and hold you to your offers, warranties, representations or other statements made in or attached to your email. Our employees are not allowed to conclude agreements or bind us via email unless this is confirmed in a written paper based agreement. The agreement must be signed by a duly authorised representative with a manuscript signature within two weeks of conclusion.

# 11. Governing law

This email and any accompanying documentation are to be interpreted and implemented in accordance with the laws of the Republic of South Africa.

#### 12. Arbitration

Any dispute which arises in regard to the interpretation of, or the carrying into effect of, or any of the parties' rights and obligations arising from this email or accompanying documentation will be submitted to and be referred for decision by a single arbitrator, to be agreed upon between the parties, or, in default of agreement for fourteen days, to be appointed at the request of either party in accordance with, and subject to, the provisions of the Arbitration Act 42 of 1965, as amended.

# 13. Corporate information and directors

Our corporate information and names of our office bearers are as follows:

Name: Cinque Analytics (Pty) LtdRegistration no: 2016/361403/07

Directors: Stefanus Schoeman and Darrell van Broembsen