



## ELECTRONIC MAIL (E-MAIL) AND WEB SITE LEGAL NOTICE



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#### 1 PREAMBLE

The addressee or visitor, whichever is applicable, by virtue of opening the email correspondence or accessing this web site, as the case may be, and utilizing the information contained in the email or web site, acknowledges that he / she has read and understood this notice and agrees to be bound by the contents hereof.

Lyners reserves the right to update or amend this notice at any time and without prior notice.

The visitor, by accessing the Lyners web site, agrees that Lyners may use his / her information gathered through the web site, subject to the Lyners privacy policy.

#### 2 INTERPRETATION AND APPLICATION

- 2.1 In this legal notice, the following words and expressions shall have the meaning assigned to them as indicated:
  - a) "Act" means the South African Electronic Communications and Transactions Act 25 of 2002;
  - b) "Neil Lyners & Associates ", "Neil Lyners & Associates Consulting Engineers & Project Managers" and "Lyners" mean Neil Lyners and Associates (RF) (Pty) Ltd as registered with the Registrar of Companies of South Africa;
- 2.2 This legal notice is published in terms of sections 11(1) to 11(3) of the Act and is enforceable and binding on the recipient and / or addressee of any e-mail communication dispatched from any Lyners facility and any person who logs onto the Lyners web site;
- 2.3 This legal notice shall take precedence over any other electronic legal notice or disclaimer(s) received by any person, including employees, officers, representatives or contractors utilizing the Lyners communications facilities.

#### 3 CONFIDENTIALITY, COPYRIGHT AND INTELLECTUAL PROPERTY

- 3.1 This e-mail communication may contain confidential information, which remains the property of Lyners. Only the addressee(s) as indicated by the sender may use or disclose the contents of this message, links or attachments hereto, to another person, if the addressee is authorized to do so. Unauthorized disclosure and / or use may result in civil and criminal liability;

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**Email and Web Site Disclaimer**

- 3.2 The information in this e-mail link or attachments thereto is intended for the attention and use of the addressee only. If you are not the intended recipient(s), you are hereby notified that any disclosure, copying or distribution of the information or the taking of any action in reliance thereon or pursuant thereto, is strictly prohibited. Should you have received this e-mail in error, please delete and destroy it and any attachments thereto immediately. At no time may you act on the information contained herein.

**4 DISCLAIMER, LIMITATION AND LIABILITY**

- 4.1 Lyners or the sender of this email shall not under any circumstances be liable to any party for any direct, indirect, special or consequential damages, including, without limitation, any loss of profits, business interruption, loss of programmes or other data on information handling systems or otherwise, even if Lyners or the sender of this e-mail has been expressly advised of the possibility of such damages;

- 4.2 The views and opinions expressed in this e-mail message do not necessarily reflect the views and / or opinions of Lyners.

If this e-mail message is used for purposes unrelated to official Lyners business, Lyners shall not be liable for any damage liability, infringement or loss caused by the contents of this message and the sender shall take full responsibility therefor in his / her sole and personal capacity;

- 4.3 Any Lyners personnel member who uses the Lyners e-mail communication facility for personal and private correspondence shall not use the official Lyners e-mail signature on any such correspondence.

- 4.4 The contents of sub-paragraphs 3.1 and 3.2 herein-above apply mutatis mutandis to the contents of the Lyners web site.

**5 CONTRACTUAL ARRANGEMENTS**

- 5.1 Any agreements, or amendments thereto, concluded with Lyners by using electronic correspondence shall only come into effect once Lyners indicated such contract formation or amendment thereto in a follow-up or return hard copy communication on Lyners letterhead and signed by a duly authorized representative;

- 5.2 No warranties are made or implied that any employee and / or contractor of Lyners is authorized to create and send this communication;

- 5.3 No e-mail correspondence sent to Lyners shall be deemed to have been received until Lyners has responded thereto. An auto-reply shall not constitute such "response" for purposes of this clause. Return e-mail blocked by Lyners virus detection and / or filtering applications shall not be deemed to have been received by Lyners and / or the addressee.

**6 MISCELLANEOUS**

- 6.1 Lyners retains the copyright to all e-mail messages and attachments sent from its communications systems as well as information contained on its web site to the extent that such content is original, subject to copyright and owned by Lyners by operation of law. The recipient / addressee is hereby licensed to open and read the message links and / or attachments only – all other rights are reserved unless so indicated by the sender or Lyners;

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**Email and Web Site Disclaimer**

- 6.2 The e-mail address of the sender may not be used, copied, sold, disclosed, shared in any manner or be incorporated into any database or mailing list for spamming and / or other marketing practices without the prior consent of the sender and / or Lyners;
- 6.3 Lyners reserves the right to intercept, filter, view, block, delete, access, copy, read and act upon this e-mail message and all e-mail messages sent as reply messages to this e-mail message or otherwise sent to the address of the sender.
- 6.4 In the event of Lyners sending two formats of the same document or drawing to a recipient, the onus is on the recipient to verify that the information in the respective formats corresponds with each other to avoid later claims of discrepancies and the implications thereof.

**7 DISPUTE RESOLUTION AND APPLICABLE LAW**

- 7.1 Subject to urgent and interim court relief, all disputes and / or disagreements and / or damages and / or liabilities, in any manner related to the following:
- 7.1.1 Interpretation, validity, access and enforceability of this legal notice;
- 7.1.2 content (including message headers, links and / or attachments) of this email message and web site content;
- 7.1.3 sending or receipt of this e-mail message;
- 7.1.4 identity of the sender,

shall be referred to urgent and confidential arbitration in terms of the rules of arbitration of the Arbitration Foundation of Southern Africa and such arbitration shall be conducted in Cape Town.

- 7.2 The law of South Africa shall govern this e-mail message, web site content and legal notice.

**8 INFORMATION DISCLOSURE**

- 8.1 Information disclosures required by law:
- 8.1.1 Full name of Lyners: Neil Lyners and Associates (RF) (Pty) Ltd;
- 8.1.2 Registration number: 2015/438525/07
- 8.1.3 Postal address: PO Box 79, Main Street, Paarl, 7622
- 8.1.4 Street address: 23 Patriot Street, Paarl, 7646
- 8.1.5 Web site: <http://www.lyners.co.za>
- 8.2 Lyners retains the copyright in this legal notice. © 2010 ALL RIGHTS RESERVED. Copying, distribution or use of this notice, in whole or in part, may result in civil and criminal prosecution.