



**MXit**

### **MXit Email Disclaimer**

1. This email disclaimer is enforceable and binding on the recipient/addressee of the email message/transmission ("**email**") to which this email disclaimer relates in terms of section 11 of the Electronic Communications and Transactions Act, 25 of 2002 ("**ECT Act**").
2. This email contains information which may be confidential and/or private in nature and is the property of MXit Lifestyle (Pty) Ltd and/or MXit Lifestyle International Limited and/or MXit Lifestyle Development Company (Pty) Ltd, as the case may be ("**MXit**").
3. The information in this email, links or attachments thereto is intended for the attention and use of the intended recipient/addressee only - if you are not the intended recipient/addressee, you are hereby notified that any disclosure, copying or distribution of the contents of this email or the taking of any action in reliance thereon or pursuant thereto, is strictly prohibited. Should you have received this email in error, you may not copy, print, forward or disclose the contents of the email to anyone. Please delete and destroy it immediately and notify the sender.
4. The email address of the sender may not be used, copied, sold, disclosed, shared or incorporated into any database or mailing list for spamming and/or other online marketing practices without the prior consent of the sender and/or MXit.
5. Under no circumstances shall MXit or the sender of this email be liable to any party for any direct, indirect, special or consequential damages, losses or expenses, including, without limitation, any loss of profits, business interruption, loss of programs or other data on information handling systems or otherwise, which may be incurred directly or indirectly as a result of accessing this email or any files which are attached hereto, even if MXit or the sender of this email have been expressly advised of the possibility of such damages.
6. Any agreements concluded with MXit by using electronic correspondence shall only come into effect once MXit indicated such contract formation in a follow up or return communication and always subject to the requirements of the ECT Act and contract law in general. In this regard, you are hereby notified that no employee, representative or agent of MXit is authorised to conclude any binding agreement on behalf of MXit with another party by email without the express written confirmation by a director or senior manager of MXit.
7. No email correspondence sent to MXit shall be deemed to have been received until MXit has responded thereto. An auto-reply shall not constitute such "response" for purposes of this clause. Return email messages blocked by MXit's virus detection and/or filtering applications shall not be deemed to have been received by MXit and/or the addressee.
8. No warranties are made or implied that any employee, representative or agent of MXit is or was authorised to create and send this communication.
9. MXit reserves the right to intercept, filter, view, block, delete, access, copy, read and act upon this email and all email messages sent as reply messages to this email or the address of the sender.
10. MXit retains the copyright in all emails and attachments sent from its communications systems insofar as such content is original and subject to copyright. The intended recipient/addressee is hereby licensed to open and read the message and/or attachments only - all other rights are reserved unless so indicated by the sender and/or MXit.
11. The views and opinions expressed in this email do not necessarily reflect the views and/or opinions of MXit. If this email is used for purposes unrelated to the official business of MXit, MXit shall not be liable for any damage, liability, infringement or loss caused by the contents of this.
12. Subject to urgent and interim relief, all disputes and/or disagreements and/or damages and/or liabilities, in any manner related to this email shall be referred to urgent and confidential arbitration in terms of the expedited arbitration rules of the Arbitration Foundation of Southern Africa and such arbitration shall be conducted in Cape Town in English.
13. The law of South Africa shall govern this email and disclaimer.
14. This email disclaimer shall at all times take precedence over any other email disclaimer(s) attached to return emails addressed to any person with a MXit email account.