

Distell – Message Disclaimer

(Version: 1.0)

1. This disclaimer applies to any message

This disclaimer applies to any message (like an email, SMS, tweet or post) we publish or send (or which passes through our information system), including its contents, any attachments and all subsequent messages or attachments. If there is a conflict between this disclaimer and any other, this one will prevail.

2. Recipient of message from us

Messages are intended **for the recipient only**. If that is not you and you have received the message:

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

3. Confidentiality

The message is private and confidential, unless we specifically state otherwise or it is manifestly clear from the context (such as public posts or tweets, press releases and other official statements). The message may be subject to legal privilege and client confidentiality. If you are not certain whether the message is confidential, please check with the sender. You must keep it confidential and not disclose it. Only the person to whom the message was sent may use it. Do not add the sender's contact details to a database for the purposes of direct electronic marketing without their consent.

4. Personal information

The message may contain personal information. You must keep any personal information confidential and not disclose it. You must not use it for a purpose other than the purpose for which we provided it to you.

5. Copyright notice for message content

We own the content of our messages (and this message disclaimer), unless it is clear that someone else owns it. Copyright and other intellectual property laws protect the content. **We reserve all rights** we do not expressly grant.

6. Legal requirements related to message

By communicating with us electronically, you consent to receiving messages from us electronically and agree that any agreement, notice, disclosure or other message transmitted electronically satisfies any legal requirement, including that it be "in writing". Unless we agree otherwise, we are only deemed to have:

- received a message once a person has responded to it; and
- sent a message once reflected as "sent" on our message server logs.

7. We are not responsible

While we try to prevent harm, damage, or loss that could relate to messages, **we are not responsible or liable for any harm, damages, or losses** (including any lost profits, business interruption, loss of programs or data on ICT systems, or data corruption) arising from any message, including: from malicious software (malware); if someone else changes a message, or it arrives incomplete or different to how it was sent; for corruption of data, or any "denial of service"; for the non-delivery or incorrect delivery of any message; its effect on electronic devices; its interception; or its transmission in an unencrypted medium. We have taken reasonable precautions to check our messages do not contain malicious software (malware). We recommend that you virus check all messages you receive. **We give no warranty** regards any message.

8. Personal use by senders

The views or opinions expressed in any message are not necessarily ours. They may be those of the individual sender, in which case they are personally responsible (not us). If any message contains offensive, derogatory or defamatory statements or materials, it is outside the sender's scope of employment with us and only the sender can be held liable in their personal capacity.

9. Interception and monitoring

We reserve the right to intercept, monitor, filter, view, block, archive, backup, delete or disclose all messages. Employees do not have any privacy right in the creation, sending, receipt or storage of information (e.g. email messages, internet pages) on the systems of the organisation. If you do not want your message to be read by us, you must not communicate with us by messages.

10. Concluding agreements

We make no offer, warranty or representation in our messages, unless we state it specifically or if this is manifestly clear from the context. Our messages are merely an invitation to do business. However, we may rely on and hold you to your offers, warranties, representations or other statements you make in your messages. Our representatives are not authorised to conclude agreements or bind us by message, unless a duly authorised representative confirms it. An automated response from us will not contractually bind us.

11. Enquiries

If you have any questions or concerns, please contact our IT Contact Centre:

- Phone: 021 809 7777
- Email: Contact_Centre@distell.co.za

12. Changes

We may change this disclaimer at any time. We will notify you of any changes by placing a notice in a prominent place on the website or by a message. You must review any amended disclaimer and check that you agree with it.

13. Resolving disputes

The law of the country of our head office applies to any message. We will resolve any dispute regards a message by negotiation (direct talks to try and agree how to end the dispute); failing which mediation (talks in which a neutral third party tries to help the parties agree how to end the dispute); failing which arbitration (a hearing after which a neutral third party makes a binding decision about the dispute). Any arbitration in South Africa will be under AFSA's latest rules for expedited arbitrations. The arbitration will be held in English in the city of our head office. This clause will not stop a party from applying to court for urgent interim relief (temporary help) while the dispute resolution process is being finalised.

14. Corporate Information we must disclose by law

Some information about us:

Registered name: Distell Limited

Company registration number: 1963/001333/06

Primary address: Aan-de-Wagenweg, Stellenbosch, 7600

For the purposes of this disclaimer, "we" or "us" means the company above and those related to it as specified in the Companies Act, 2008.