



## E-mail Legal Notice

- 1 This email legal notice is enforceable and binding on the recipient / addressee in terms of sections 11(1) to 11(3) of the Electronic Communications and Transactions ("ECT") Act 25 of 2002, as amended. The parties to this message further agree that the above sections shall govern and regulate all data messages within the Republic of South Africa.

This email transmission and all attachments and accompanying documents ("this message") may contain confidential, commercially sensitive, proprietary, private, personal and legally or otherwise privileged information and everything in this message relating to the official business of Riverport Insurance Brokers (Pty) Limited ("Riverport") incorporating its operating subsidiaries, and all Riverport's respective subsidiaries (as listed in clause 17 below), (hereinafter referred to collectively as the Riverport Group) and shall at all times remain the sole and exclusive property of Riverport. The Riverport Group does not own or endorse any other content in any other email.

- 2 The person, designated as the recipient, who may not be the same person as the addressee, is the sole authorised recipient of this message and this message is intended for the exclusive use of this authorised recipient. No person, other than the authorised recipient (so indicated by the sender) may use or disclose the contents of this message, links or attachments hereto, to any person whatsoever. Unauthorised disclosure and/or use of this message may result in civil and criminal liability.
- 3 The information in this message, links or attachments thereto is intended for the attention and use of the addressee only - if you are not, or if you believe that you may not be, the intended addressee or authorised recipient, you shall not peruse, use, disseminate, rely on, distribute or copy this message, link or attachment. Should you have received this message or any part thereof in error, kindly notify the sender thereof immediately and thereafter delete and destroy all record of the message from all locations on your computer.
- 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 written consent of the sender and/or Riverport Insurance Brokers. If the email contains email addresses of persons other than the sender, whether in the email or in an attachment to the email, the same restrictions pertaining to the use, copying, selling, disclosure or incorporation into any database or mailing list for spamming and/or online marketing practices apply.
- 5 The Riverport Group cannot and does not guarantee the reliability of communication by electronic mail, as this method of communication and transmission is subject to interception, corruption, delay and various other vulnerabilities. This message may arrive incomplete, contain viruses or may be affected by other interferences and may, therefore, compromise your systems and/or electronic and/or telecommunication devices.

Although the Riverport Group has taken reasonable steps to reduce the risks of viruses and other interferences or vulnerabilities, Riverport does not accept any liability for any damage suffered or loss sustained as a result of the transmission of this message or its effect on or compromising of any systems and/or electronic and/or telecommunication devices of whatsoever nature. No warranty is hereby given by Riverport Insurance Brokers that the full content, integrity, security or formatting of this message have been maintained through transmission or that it is free of any viruses, other defects, errors or computer malware of whatsoever nature.

- 6 Under no circumstances shall any person in the Riverport Group or the sender of this message be liable or responsible to any party for any direct, indirect, special or consequential damages, including, without limitation, any loss of profits, business interruption, loss of programs or other data on information handling systems or otherwise, even in circumstances where any person within the Riverport Group or the sender of this message has been expressly advised of the possibility of such damages.
- 7 No person related to the Riverport Group of companies has the authority to conclude any binding contract without explicit written consent by the relevant board of directors either by resolution or otherwise. In this vein, if any contractual relationship has been entered to in writing, the email cannot modify any written agreement, nor establish one. All contractual relationships, responsibilities and rights will only be established after a written agreement, where the signatory has been approved by resolution of the board of directors of that company. No person has the right to contract orally or in writing on behalf of any company the sender may represent without following the appropriate procedures, which include the obtaining of board approvals. For the avoidance of doubt, only directors acting upon a written resolutions signed by all directors may enter into agreements and therefore the email content is sent without prejudice.
- 8 Information, recommendations and opinions expressed herein should not be regarded as professional tax, actuarial, accounting, investment or legal advice. The views expressed are intended to convey a general appreciation of insurance risk finance issues. No information contained herein shall be disclosed to third parties, without Riverport Group's express written consent.
- 9 No email correspondence sent to the Riverport Group shall be deemed to have been received until the relevant person at the Riverport Group has responded thereto. An auto-reply shall not constitute such "response" for purposes of this clause. Return email messages blocked by the Riverport Group's virus detection and/or filtering applications shall not be deemed to have been received by the Riverport Group and/or the addressee.
- 10 No warranties are made or implied that any employee and/or contractor of the Riverport Group is or was authorised to create and send this message.
- 11 The Riverport Group reserves the right to intercept, filter, view, block, delete, access, copy, read and act upon this message and all email messages sent as reply messages to this message or the address of the sender.
- 12 All rights in respect of the content of this message shall vest exclusively in Riverport and to the extent that the content of the message is original, it is protected by South African and international copyright laws. In terms of the Copyright Act, 98 of 1978, as amended, neither the message nor the relevant part of this message may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, electronic scanning, recording or by any information storage or retrieval system, without the permission in writing from the proprietor, Riverport (Pty) Ltd or the author of this message, as the case may be. The authorised recipient / addressee is hereby given permission to open and read the message and/or attachments only - all other rights are reserved unless so indicated by the sender and/or the relevant person in the Riverport Group.

- 13 The Riverport Group processes the data of data subjects in a proper manner and shall take appropriate security measures to prevent unauthorised access, disclosure, modification, or unauthorised destruction of the data. Data processing is carried out using computers and/or IT-enabled tools, following organisational procedures and modes strictly related to the purposes indicated. In some cases, the data may be accessible to certain types of persons in charge, involved with the operations inside the Riverport Group (underwriting, compliance, marketing, legal, system administration, etc.) or external parties (such as third party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as data processors by the Riverport Insurance Brokers Group.

The Riverport Group will not collect, collate, process or reveal your personal information without your permission, unless we are legally required to do so. We will only request, collect, collate, process or store your personal information if it is lawful for us to do so. If we need your personal information, we will disclose the reason to you in writing. In addition, we will not reveal your personal information for any purpose other than the one we inform you of. We will also not give your personal information to a third party without your consent, unless we are legally required to do so. We will keep a record of your personal information for the purpose it is intended and will make every effort to make sure that your personal information is kept confidential and secure, by storing it on our secure databases. We keep all recorded financial information strictly confidential. This shall mean that the Riverport Group will not disclose this information to any third party that has no right or title to it.

- 14 The views and opinions expressed in this message do not necessarily reflect the views and/or opinions of the entities within the Riverport Group. Employees of the Riverport Group are expressly required not to make demotory statements and not to infringe or authorise any infringement of copyright or any other legal right by email communications. Any such communication is contrary to company policy and outside the scope of the employment of the individual concerned. The Riverport Group will not accept any liability of such communication, and the employee responsible will be personally liable for any damages or other liability arising.

- 15 Subject to urgent and interim relief, all disputes and/or disagreements and/or damages and/or liabilities, in any manner related to the:

- 15.1 Interpretation, validity, access to and enforceability of this email legal notice;

- 15.1.1 Content (including message headers, links and/or attachments) of this email message;

- 15.1.2 The time and place this email was sent and/or delivered; and/or

- 15.1.3 The identity of the sender.

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

- 16 The law of South Africa shall govern this message and legal notice.

- 17 Information disclosures required by law:

- 17.1.1 Riverport Life Brokers (Pty) Ltd a company established in accordance with the law of South Africa with registration number 2012/196784/07;

- 17.1.2 Riverport Insurance Brokers (Pty) Ltd a company established in accordance with the law of South Africa with registration number 2004/020690/07.

18 Business address for Riverport Insurance Brokers:

18.1.1 4<sup>th</sup> Floor, CRF Building, 4 Bridal close, Tyger Falls Office Park, Bellville.

19 This email legal notice shall at all times take precedence over any other email disclaimer(s) attached to return emails addressed to any person with a Riverport email account.

20 Website address: To be confirmed

21 Website Terms and Conditions:

Please contact the following person should you have any questions regarding this email legal notice: Head of Legal at [legal@riverport.co.za](mailto:legal@riverport.co.za).