



Email Disclaimer

The following terms shall apply to this e-mail communication, attachments and all subsequent e-mail communications and attachments, collectively referred to as the electronic message, which the MetroFibre may send to you, the receiver.

For purposes of this e-mail disclaimer:

“**MetroFibre**” shall mean collectively: **Metro Fibre Networx Proprietary Limited** (registration number: 2007/024366/07) any direct or indirect subsidiary (within the meaning of section 3 of the Companies Act) of Metro Fibre Networx Proprietary Limited, any partnership, unincorporated joint venture or trust in which Metro Fibre Networx Proprietary Limited has a direct or indirect partnership of 50% or more.

This e-mail disclaimer shall at all times take precedence over any other e-mail disclaimer(s).

The information contained in this electronic message is confidential and may be legally privileged. It is intended solely for the use of the receiver (individual or entity) to whom MetroFibre has addressed the electronic message to and others authorised by MetroFibre to receive it. If you are not the intended receiver you are hereby notified that any disclosure, copying, distribution or taking action in reliance of the contents of this information is strictly prohibited and may be unlawful.

If you are not the intended receiver of this e-mail (or such person’s authorised representative), then please notify the sender of this e-mail immediately by return e-mail, facsimile or telephone and delete this message from your system.

You may not print, store, forward or copy this message or any part thereof or disclose or cause information in this message to be disclosed to any other person. MetroFibre is not liable for the improper or incomplete transmission of the information contained in this electronic message, or for any delay in its receipt.

MetroFibre is not liable for any harm or loss resulting from malicious software code or viruses in this e-mail or its attachments, including data corruption resulting there from. Any advice or information contained in this e-mail is subject also to any governing agreement between us.

Only a director, the chief executive officer, the chief financial officer of MetroFibre or an individual expressly authorised in writing by any of the aforementioned capacities for a specific transaction AND for a determinable period, acting within the scope of their authority, is able to bind MetroFibre contractually.



Unless expressly indicated as such, nothing in this e-mail constitutes an offer, warranty or representation from MetroFibre. MetroFibre expressly contracts out of sections 22 – 26 of the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”).

No electronic communication including any data message such as an e-mail or SMS, sent or received will give rise to a binding legal transaction. All legal transactions which are to be entered into with MetroFibre must be concluded in accordance with MetroFibre standard contract policy.

MetroFibre shall not be liable if any variation is effected to any document or correspondence emailed unless that variation has been approved in writing and signed by an authorised company representative. Use of scanned versions of hand-rendered signatures to give the impression that an e-mail has been “signed” by the sender, is not permitted by the MetroFibre and the inclusion of such a “signature” is of no additional force or effect.

In accordance with the ECTA, an e-mail is only deemed to be received by MetroFibre once MetroFibre acknowledges receipt thereof. MetroFibre will be deemed to have sent an e-mail once reflected as sent on the MetroFibre e-mail server. An auto-reply shall not constitute a response for the purposes hereof. If this electronic message contains offensive, derogatory or defamatory statements or materials, it means the message has been sent outside the sender’s scope of employment with MetroFibre and only the sender can be held liable in his/her personal capacity.

MetroFibre respects your privacy and acknowledge that this e-mail will contain personal details, which may belong to you, others and/or to your company (personal information). By sending this email communication to MetroFibre, you expressly give MetroFibre consent to process and further process the personal information which will be done in accordance with the Protection of Personal Information Act 4 of 2013.

This e-mail disclaimer shall be governed by the laws of the Republic South Africa. Any dispute arising from or in connection with this disclaimer shall be resolved at Pretoria in accordance with the Rules of the Arbitration Foundation of Southern Africa by an independent appointed arbitrator.