

Gyro Group Electronic Mail Legal Notice

1. This E-Mail legal notice is enforceable and binding on the recipient/ addressee in terms of The Electronic Communications and Transaction Act, Act 25 of 2002, published in the Government Gazette No 23708, dated 2 August 2002, which is available from the South African Government Information web site on the web link at <http://www.gov.za/sites/www.gov.za/files/a25-02.pdf>
2. This E-Mail transmission may contain confidential information, which is the property of Friedshelf 1758 (Pty) Ltd trading as Gyro Group, reg. no. 2016/522400/07 or any of its subsidiaries ("Gyro Group"). No person, other than the 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 may result in civil and criminal liability.
3. The information in this E-Mail, links or attachments thereto is intended for the attention and use of the addressee only – if you are not the intended addressee/ recipient, you are hereby notified that any use, disclosure, copying or distribution of the contents of this E-Mail transmission 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 immediately and notify the sender.
4. The E-Mail 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 Gyro Group.
5. Under no circumstances shall Gyro Group or the sender of this E-Mail be liable to any party for any direct, indirect, special or consequential damages, including, without limitation, any loss of profits, loss of revenue, loss of income, business interruption, loss of programs or data, even if Gyro Group or the sender of this E-Mail have been expressly advised of the possibility of such damages.
6. Any agreements concluded with Gyro Group by using electronic correspondence shall only come into effect once Gyro Group has 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.
7. No E-Mail correspondence sent to Gyro Group shall be deemed to have been received until Gyro Group has responded thereto. An auto-reply shall not constitute such "response" for purposes of this clause. Return E-Mail messages blocked by Gyro Groups virus detection and/ or filtering applications shall not be deemed to have been received by Gyro Group and/ or the addressee.



8. No warranties, whether express or implied, are made and/ or implied that any employee and/or contractor of Gyro Group is and/or was authorised to create and send this communication.
9. Gyro Group 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 the address of the sender.
10. Gyro Group retains the copyright in all E-Mail messages and attachments sent from its communications systems insofar as such content is original and subject to copyright. The recipient/ addressee is hereby licensed to open and read the message and/ or attachments only – all other rights are reserved unless so indicated by Gyro Group.
11. The views and opinions expressed in this E-Mail message do not necessarily reflect the views and/or opinions of Gyro Group. If this E-Mail message is used for purposes unrelated to the official business of Gyro Group, Gyro Group 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 therefore in his/her personal capacity.
12. Subject to urgent and interim relief, all disputes and/or disagreements and/or damages and/or liabilities, in any manner related to the:
 - 12.1. Interpretation, validity, access to and enforceability of this E-Mail legal notice;
 - 12.2. Content (including message headers, links and/or attachments) of this E-Mail message;
 - 12.3. The time and place this E-Mail was sent and/or delivered; and/or
 - 12.4. The identity of the sender shall be referred to urgent and confidential arbitration in terms of the arbitration rules of the Arbitration Foundation of Southern Africa and such arbitration shall be conducted in Pretoria in English. The arbitration rules may be downloaded from: http://www.arbitration.co.za/downloads/commercial_rules.pdf
13. The law of South Africa shall govern this E-Mail message and legal notice.
14. Information disclosures:



14.1. Full name of company: Friedshelf 1758 (Pty) Ltd trading as Gyro Group

14.2. Registration number: 2016/ 522400/ 07

14.3. Ian Russell (Group Chief Executive Officer)

14.4. Street address: 61 Oak Avenue, Highveld, Gauteng, 0157, South Africa

14.5. Website: <http://www.gyrogroup.co.za>

15. This E-Mail legal notice shall at all times take precedence over any other E-Mail disclaimer(s) attached to return E-Mails addressed to any person with a Gyro Group E-Mail account.

16. This E-Mail legal notice may be amended without prior warning.

© 2017 All Rights Reserved Version: 1.0