THE TERMS AND CONDITIONS BELOW SHALL APPLY TO ALL EMAIL COMMUNICATIONS TO AND FROM PALTRACK (PROPRIETARY) LIMITED ("Paltrack", "Us", "We", "Our")

COMPANY NAME	PALTRACK (PROPRIETARY) LIMITED
REGISTRATION NUMBER	2000/002936/07
CONTACT DETAILS	CONTACT US (Click on link for contact details)
WEBSITE	https://www.paltrack.co.za/

Kindly take note:

1) **Copyright:** The content in or attached to this email is the property of or has been licensed to Paltrack (Pty) Ltd to utilise in accordance with the applicable license. The addressee of this email may read this email and attachments (where applicable) and may only copy same for purposes of back up, compliance with retention legislation or where addressee acts as a conduit of the said email. The content and attachments of this email may not be utilised for commercial purposes, unless agreed to between the parties to this email.

2) **Confidential:**
   - The information contained in or attached to this email may contain confidential and privileged information and is solely for the use of the party to whom the sender intended to send the information ("intended recipient"). Any unauthorised distribution, copying or disclosure of this email and its content is prohibited, unless specifically authorised by the sender. If you have received this message in error, you should notify the sender by reply email immediately, not open the attachments (if any) and delete it.
   - Any email content or attachments you transmit to us by electronic mail or otherwise (including any questions, data, answers, comments, suggestions, or the like) will be treated as non-confidential and non-proprietary by us, unless expressly agreed otherwise in writing.

3) **Data- and Privacy Protection:**
   - The email address used in this email is used for the purpose of conveying this message and related messages only. The email address may not be used for any other purpose unless the parties to this email have opted for such other use. The email address under this email may not be used for any unsolicited communications or placed in a database to be used by third parties for purposes of unsolicited communications.
   - Any personal information that is transmitted to us will be dealt with in accordance with our Privacy Policy (Click on link).

4) **Agreements Online:** No agreement will be concluded by electronic communications, unless an authorised representative of Paltrack has confirmed such an agreement by return email (auto response excluded) and subject to contract law in general.

5) **Mobile Devices:** The use of mobile devices may make the reading of the entirety of an incoming email, especially a chain of email correspondence, and its attachments, difficult, impractical or impossible. Accordingly, recipients of emails from Paltrack should allow for the fact that where an email has been sent from a mobile device the sender may not have read and considered the entirety of an incoming email and its attachments, and may not be fully aware of its contents. Such recipients should consider seeking confirmation of any advice so given before it is relied upon.

6) **Limitation of Liability:**
   - As the integrity of this message cannot be secured on the Internet, Paltrack's liability cannot be triggered by the content of this message.
   - Although the sender endeavours to maintain a computer virus-free network, the sender does not warrant that this transmission is virus-free and will not be liable for any damages resulting from any virus whatsoever transmitted.
   - **PALTRACK WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL DAMAGES AND / OR EXPENSES OR ANY LOSS OF PROFITS OF WHATSOEVER NATURE, AS A RESULT OF, BUT NOT LIMITED TO, CORRUPTED DATA, LOSS OF DATA OR NON-FUNCTIONALITY OF INFORMATION SYSTEMS, EVEN IF THE SENDER OF THIS EMAIL HAS BEEN ADVISED OF THE POSSIBILITY.**
   - The views and opinions of the individuals expressed in this email may not reflect the views and opinion of Paltrack. The purpose of the email facility at Paltrack is to convey official Paltrack communications. Paltrack will not be liable for any content, opinions or views where the email facility was utilised for any other purpose than as explained above. The sender of this email is expressly required not to make any defamatory statements. Any such communication is contrary to company policy and outside the scope of the employment of the individual concerned or scope of the agreements entered with Paltrack (where applicable or for the supply of services).
   - 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 Paltrack email account.

7) **Time of Receipt:** Despite a possible auto-response confirmation that an email has been received at Paltrack, an email shall only be deemed to have been received at Paltrack when the recipient at Paltrack has received and read it. Return email messages blocked by Paltrack's anti-virus or filtering applications shall not be deemed to have been received by Paltrack or the addressee.

8) **Interception of Communications:** Paltrack has a duty to manage and retain certain records and mitigate possible risks, for example, to ensure that Paltrack operates in an environment free of malicious programs such as viruses, Trojans and spyware, and therefore reserves the right to intercept, monitor, copy (retain) or block email messages to and from Paltrack. Should you respond to this email, you consent that your email will be subject to Paltrack's email filtering, scanning, monitoring and blocking procedures.

9) **Amendments:** Paltrack reserves the right to revise these terms at any time, with the revised terms taking effect as of the date of its posting. A certificate / affidavit signed by us shall be sufficient proof of the date of publication and contents of any version of these terms that may be applicable to a dispute or otherwise.

10) **Governing Law and Jurisdiction:** The law of the Republic of South Africa shall govern this legal notice and all parties to this message consent to the jurisdiction of the Western Cape High Court (Cape Town).