



Electronic Mail Legal Notice

1. This E-Mail Notice is enforceable and binding on the recipient / addressee in terms of The Electronic Communications and Transaction Act, Act 25 of 2002 (ECT Act”), which is available from the South African Government Information web site on the web link at:
<http://www.info.gov.za/view/DownloadFileAction?id=68060>, which is Government Gazette No. 23708, dated 2 August 2002, and recent developments thereof may be downloaded at:
<http://www.acts.co.za/ect act>.
2. This E-Mail transmission may contain confidential information, which is the property of Change Financial Solutions (Pty) Limited, registration no. 2009/013546/07 (“Change”). No person, other than the recipient/s (so indicated by the sender) may use or disclose the contents of the 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/s 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 Email in error, please delete and destroy it immediately and notify the sender.
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 on-line marketing practices without the prior consent of the sender and / or Change.
5. Under no circumstances shall Change 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 Change or the sender of this Email have been expressly advised of the possibility of such damages.
6. Any agreement concluded with Change by using electronic correspondence shall only come into effect once Change has indicated such agreement information in a follow-up or return communication and always subject to the requirements of the ECT Act and contract law in general.
7. No Email correspondence sent to change shall be deemed to have been received until Change has responded thereto. An auto-reply shall not constitute such “response” for purposes of this clause. Return Email messages blocked by Change’s virus detection and / or filtering applications shall not be deemed to have been received by Change and / or the addressee.
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9. Change reserves the right to intercept, filter, view, block, delete, access, copy, read and act upon this Email message and all Email messages sent as reply messages to this Email message or the addressee of the sender.
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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 Email 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/commercialrules.pdf>
13. The law of South Africa shall govern this E-Mail message and legal notice.
14. Information disclosures required by law:
 - 14.1 Full name of Company : Change Financial Solutions [Proprietary] Limited
 - 14.2 Registration Number : 2009/013546/07
 - 14.3 Directors : A. Grobbelaar (Managing Director), C. D. de A. Martins, M.A. Moschetta
 - 14.4 Postal Address : PO Box 2546, Brooklyn 0011
 - 14.5 Street Address : Financial Place, 99 George Storrar Drive, GROENKLOOF, Pretoria
 - 14.6 Website : <http://www.changeefs.co.za>
15. This Email legal notice shall at all times take precedence over any other Email disclaimer/s attached to return Email messages addressed to any person with a Change Email account.
16. This Email legal notice may be amended without prior warning.