

ELECTRONIC MAIL (E-MAIL) LEGAL NOTICE

1. INTERPRETATION AND APPLICATION

1.1 In this e-mail legal notice, the following words and expressions shall have the meaning consigned to them below:

a) "Act" means the Electronic Communications and Transactions Act 25 of 2002.

b) "AURECON SA" means AURECON SOUTH AFRICA (PTY) LTD, all its subsidiaries and other entities forming part of its AURECON SA Group of companies.

1.2 This e-mail legal notice is published in terms of sections 11(1) to 11(3) of the Act and is enforceable and binding on the recipient / addressee of any e-mail communication which was sent from the communication facilities of AURECON SA.

1.3 This e-mail legal notice shall at all times take precedence over any other email legal notice or disclaimer(s) received by employees, officers, representatives or contractors utilising the communications facilities of AURECON SA.

2. CONFIDENTIALITY

2.1 This e-mail transmission contains confidential information, which is the property of AURECON SA. 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.

2.2 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 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 and any attachments thereto immediately. At no time may you act on the information contained therein.

3. DISCLAIMER, LIMITATION AND LIABILITY

3.1 Under no circumstances shall AURECON SA 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, business interruption, loss of programs or other data on information handling systems or otherwise, even if AURECON SA or the sender of this e-mail have been expressly advised of the possibility of such damages.

3.2 The views and opinions expressed in this e-mail message do not necessarily reflect the views and/or opinions of AURECON SA. If this e-mail message is used for purposes unrelated to the official business of AURECON SA, AURECON SA 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 sole and personal capacity.

4. CONTRACTUAL ARRANGEMENTS

4.1 Any agreements concluded with AURECON SA (or amendments thereto) by using electronic correspondence shall only come into effect once AURECON SA indicated such contract formation in a follow up or return hard copy communication on AURECON SA's letterhead and signed by a duly authorised representative.

4.2 No warranties are made or implied that any employee and/or contractor of AURECON SA is authorised to create and send this communication.

4.3 No e-mail correspondence sent to AURECON SA shall be deemed to have been received until AURECON SA has responded thereto. An auto-reply shall not constitute such "response" for purposes of this clause. Return e-mail blocked by AURECON SA virus detection and or filtering applications shall not be deemed to have been received by AURECON SA and/or the addressee.

5. MISCELLANEOUS

5.1 AURECON SA retains the copyright to all e-mail messages and attachments sent from its communications systems to the extent that such content is original, subject to copyright and owned by AURECON SA by operation of law. The recipient / addressee is hereby licensed to open and read the message links and/or attachments only – all other rights are reserved unless so indicated by the sender or AURECON SA.

5.2 The e-mail address of the sender may not be used, copied, sold, disclosed, shared in any manner or be incorporated into any database or mailing list for spamming and/or other marketing practices without the prior consent of the sender and/or AURECON SA.

5.3 AURECON SA reserves the right to intercept, filter, view, block, delete, access, copy, read and act upon this e-mail messages and all e-mail

messages send as reply messages to this e-mail message or otherwise sent to the address of the sender.

6. DISPUTE RESOLUTION AND APPLICABLE LAW

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

6.1.1 Interpretation, validity, access and enforceability of this e-mail legal notice;

6.1.2 content (including message headers, links and/or attachments) of this e-mail message; and/or

6.1.3 sending or receipt of this e-mail message,

6.1.4 identity of the sender, shall be referred to urgent and confidential arbitration in terms of the rules of arbitration of the Arbitration Foundation of Southern Africa and such arbitration shall be conducted in Pretoria.

6.2 The law of South Africa shall govern this e-mail message and legal notice.

7. INFORMATION DISCLOSURE

7.1 Information disclosures required by law:

7.1.1 Full name of AURECON SA: AURECON SOUTH AFRICA (Pty) Ltd

7.1.2 Registration number: 1977/003711/07

7.1.3 Postal address: PO Box 905, Pretoria, 0001

7.1.4 Street address: AURECON Centre, 1040 Burnett Street, Hatfield, 0083

7.1.5 Web site: <http://www.aurecongroup.com>

7.2 AURECON SA retains the copyright in this e-mail legal notice. © 2009, ALL RIGHTS RESERVED. Copying, distribution or use of this notice, in whole or in part, may result in civil and criminal prosecution.