

E MAIL DISCLAIMER

- 1.1 This e-mail and its attachments if any are subject to the RAM Group e-mail disclaimer which is available on our Website at <http://www.ram.co.za/disclaimer.htm> or from our Information Technology Manager, at disclaimer@ram.co.za
- 1.2 The <http://www.ram.co.za/disclaimer.htm> is contained on our website with the below **Disclaimer** –
“Any electronic mail you receive from an employee or representative of the RAM Group, including any attachments thereto (**“the e-mail”**), is subject to the RAM Group’s e-mail disclaimer (**“Disclaimer”**) as set out herein.
- 1.3 The e-mail may contain information which is confidential, private or privileged in nature and subject to legal privilege. If you are not the stated addressee (or such person's authorised representative) you must –
 - 1.3.1 notify the sender of this fact immediately by return e-mail or telephone and delete the e-mail from your system;
 - 1.3.2 refrain from printing, copying, forwarding or otherwise disclosing any information contained in the e-mail or any part thereof; and
 - 1.3.3 refrain from reading, storing, using, selling or incorporating any information contained in the e-mail into any database or mailing list for whatever reason, including for purposes of spamming or marketing.
- 1.4 Failure to do so may amount to the unlawful interception of a communication, the infringement of copyright and/or the infringement of the right to privacy, thus exposing you to both criminal and civil liability.
- 1.5 Neither RAM, the sender of the e-mail, nor any other RAM representative shall be liable for any loss, damage or expense of whatever nature (including without limitation that caused by the corruption or loss of data, damage to software programmes and interruption of business operations) resulting directly or indirectly from the transmission of the e-mail (including without limitation any malicious software code or viruses transmitted together with the e-mail, or any corruption to or loss of data contained in the e-mail).
- 1.6 The views and opinions expressed in the e-mail do not necessarily reflect the views and opinions of RAM. In particular, no RAM representative or employee may send –
 - 1.6.1 unsolicited commercial messages (**“Spam”**);
 - 1.6.2 messages that infringe any third party's copyright, trademarks or other rights and interests (**“Infringing Content”**) and
 - 1.6.3 messages containing content that is offensive, derogatory, racist, defamatory or otherwise unlawful (**“Offensive Content”**).
- 1.7 Our employees and/or representatives may not conclude agreements or otherwise binding our company via email unless the email is sent from an authorized representative of RAM using a mutually agreed upon digital certification process.
- 1.8 The provisions of Sections 11,12, and 13 of the Electronic Communications and Transactions Act, 25 of 2002, in so far as e-contracting is concerned are expressly excluded and contracted out of the **RAM Group** and, unless clearly stated to the contrary in the body of the data message or electronic communication no data message or electronic communication will be recognised as having legal contractual status as per the aforementioned provisions under any circumstances.
- 1.9 All contracts concluded by the RAM Group, its Business Units, Divisions and Subsidiaries will only be legally binding and recognised once reduced to physical writing and physically signed by a duly authorised representative of the RAM Group. All other provisions of the Electronic Communications and Transactions Act, 25 of 2002 are accepted.
- 1.10 If the e-mail constitutes spam, contains infringing content or offensive content, or was otherwise sent for purposes unrelated to the official business of RAM, RAM shall not be liable for any loss, damage or expense of whatever nature resulting therefrom.
- 1.11 RAM cannot be held liable for any harm or loss resulting from malicious software code or viruses in this message or attachment, including data corruption resulting therefrom.
- 1.12 RAM reserves the right to read, monitor, access, block, delete, copy or otherwise intercept any e-mail sent in reply to the e-mail.
- 1.13 Where the time or date on which the e-mail was transmitted is in issue, unless the content thereof expressly provides otherwise, RAM will be deemed to have –



- 1.13.1 sent the e-mail once reflected in our log files as "**sent**" on our mail servers; and
- 1.13.2 received an e-mail once reflected in our log files as "**received**" on our mail servers.
- 1.14 Our corporate information, including the companies comprising the RAM Group and the names of our directors are listed at the end of this **Disclaimer**.
- 1.15 The disclaimer is governed by the laws of South Africa and shall be deemed to supersede any terms contained in any e-mail received by RAM, insofar as these conflict with this disclaimer.
- 1.16 Please contact our information technology department on (disclaimer@ram.co.za) Monday to Friday, between 08h00 and 16h00, should you have any queries or concerns regarding the disclaimer or e-mail. Your queries and/or concerns will be logged and diverted to our Legal Department for assistance.
- 1.17 If this message contains offensive, derogatory or defamatory statements or materials, it means the message has been sent outside the sender's scope of employment with RAM and only the sender can be held liable in his/her personal capacity. This disclaimer applies to RAM's original message, any attachments and all subsequent messages or attachments we may send.

RAM TRANSPORT (SOUTH AFRICA) PROPRIETARY LIMITED
ON BEHALF OF ALL COMPANIES WITHIN THE RAM GROUP