

EMAIL DISCLAIMER AND LEGAL NOTICE

THE TERMS AND CONDITIONS BELOW SHALL APPLY TO ALL EMAIL COMMUNICATIONS TO AND FROM HELDERBERG SOCIETY FOR THE AGED NPO ("HSFA")

ORGANISATION NAME	Helderberg Society for the Aged NPO
REGISTRATION NO	002-846 NPO
PHYSICAL ADDRESS	121 Vonke Huis, Lourensford Road, Somerset West, 7129
CONTACT DETAILS	info@hsfa.org.za
WEBSITE	http://www.hsfa.org.za

Kindly take note:

1. **Copyright:** The content in or attached to this email is the property of HSFA or has been licensed to HSFA 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. **Confidentiality**
 - 2.1. The information contained in or attached to this email may contain confidential 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.
 - 2.2. 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- & Privacy Protection**
 - 3.1. The email address(es) used in this email is/are used for the purpose of conveying this message and related messages only. The email address(es) may not be used for any other purpose unless the parties to this email have opted for such other use. The email address(es) 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.
 - 3.2. Any personal information that is transmitted to us will be dealt with in accordance with our [Privacy Policy](#).
4. **Agreements Online:** No agreement will be concluded by electronic communications, unless an authorised representative of HSFA 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 email from HSFA should allow for the fact that where the 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**
 - 6.1. As the integrity of this message cannot be secured on the Internet, HSFA's liability cannot be triggered by the content of this message.
 - 6.2. 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.
 - 6.3. **HSFA 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.**
 - 6.4. The views and opinions of the individuals expressed in this email may not reflect the views and opinion of HSFA or its management. The purpose of the email facility at HSFA is to convey official HSFA communications. HSFA or its management 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.
 - 6.5. 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 HSFA email account.
7. **Time of Receipt:** Despite a possible auto-response confirmation that an email has been received at HSFA, an email shall only be deemed to have been received at HSFA when the recipient at HSFA has *received* and *read* it. Return email messages blocked by HSFA's anti-virus or filtering applications shall not be deemed to have been received by HSFA or the addressee.
8. **Interception of Communications:** HSFA has a duty to manage and retain certain records and mitigate possible risks, for example, to ensure that HSFA 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 HSFA. **Should you respond to this email, you consent that your email will be subject to HSFA's email filtering, scanning, monitoring and blocking procedures.**
9. **Amendments:** HSFA 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 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).

PTO...

The recipient

Messages are intended for the named recipient only. If that is not you and you have received the message:

- Please notify the sender using the contact details contained in the message. If this is not possible, then using the quickest means possible (telephone or fax). You must delete the message you received once you have notified the sender.
- You must not forward, copy or otherwise transmit or disseminate the message or any of its contents to any person other than the named sender.
- You may not print, save or store the message or any of its contents in electronic or physical form.

Confidentiality

- The message is confidential, unless specifically stated or if this is manifestly clear from the context (such as press releases and other official statements).
- If you are not certain whether the message is confidential, please check with the sender.
- Do not disclose it to anyone else. Only the person to whom the message was sent may use it.
- Do not add the sender's email address or number to a database for the purposes of direct electronic marketing without their consent.

Copyright notice for message content

We own the content of our messages (and this message disclaimer). It is protected by copyright and other intellectual property laws. We reserve all rights we do not expressly grant.

Legal requirements related to message.

By communicating with us electronically, you consent to receiving messages from us electronically and agree that any agreement, notice, disclosure or other message transmitted electronically satisfies any legal requirement, including that it be "in writing". Unless otherwise agreed, we are only deemed to have:

- received a message once we have confirmed receipt orally or in writing; and
- sent a message once reflected as "sent" on our message server logs.