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Disclaimer concerning personal usage of company email

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Implications of Section 11(3) of the South African "Electronic Communications and Transactions Act"

All company emails contain an abridged disclaimer which is linked to this page of the company website which contains the entire disclaimer. The entire disclaimer is deemed to form part of the email contents in terms of Section 11(3) of the South African Electronic Communications and Transactions Act, Act 25 of 2002, which reads as follows: "Information incorporated into an agreement and that is not in the public domain is regarded as having been incorporated into a data message if such information is - referred to in a way in which a reasonable person would have noticed the reference thereto and incorporation thereof; and accessible in a form in which it may be read, stored and retrieved by the other party, whether electronically or as a computer printout as long as such information is reasonably capable of being reduced to electronic form by the party incorporating it."

General

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