

EMAIL LEGAL NOTICE

THE TERMS AND CONDITIONS BELOW SHALL APPLY TO ALL EMAIL COMMUNICATIONS TO AND FROM H&M REMOVALS AND/OR SIMPLY STORE A DIVISION OF H&M REMOVALS CC (“H&M Removals”, “Us”, “We”, “Our”)

NAME	H AND M REMOVALS CC t/a H&M REMOVALS and/or SIMPLY STORE
CONTACT DETAILS	Contact Us
WEBSITES	H&M Removals Home Page and Simply Store Home Page
MORE ABOUT US	See our PAI Manual

Kindly take note:

- 1) **Copyright:** The content in or attached to this email is the property of or has been licensed to H&M REMOVALS 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.
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 - 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 and Privacy Protection:**
 - The email address used in this email is used for the purpose of conveying this message and related messages only. The email address may not be used for any other purpose unless the parties to this email have opted for such other use. The email address 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.
 - Any personal information that is transmitted to Us will be dealt with in accordance with Our Privacy Policy. Take note of the H&M REMOVALS Privacy Policy i.t.o. marketing. We may use your email address to send you an email to get your Consent (opt-in) before we can send you any direct marketing material by way of electronic communications.
- 4) **Agreements Online:** No agreement will be concluded by electronic communications, unless an authorised representative of H&M REMOVALS 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 emails from H&M REMOVALS should allow for the fact that where an 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:**
 - As the integrity of this message cannot be secured on the Internet, H&M REMOVALS’s liability cannot be triggered by the content of this message.
 - 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 howsoever transmitted.
 - **H&M REMOVALS 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.**
 - The views and opinions of the individuals expressed in this email may not reflect the views and opinions of H&M REMOVALS. The purpose of the email facility at H&M REMOVALS is to convey official H&M REMOVALS communications. H&M REMOVALS 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 H&M REMOVALS policy and outside the scope of the responsibilities of the individual concerned or scope of the agreements entered with H&M REMOVALS suppliers (where applicable or for the supply of products and/ or services).
 - 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 H&M REMOVALS email account (with email-extension @hmremovals.co.za), including employees using personal email accounts to conduct official H&M REMOVALS business (for example, email-extension @gmail.com).
- 7) **Time of Receipt:** Despite a possible auto-response confirmation that an email has been received at H&M REMOVALS, an email shall only be deemed to have been received at H&M REMOVALS when the recipient at H&M REMOVALS has received and read it. Return email messages blocked by H&M REMOVALS’s anti-virus or filtering applications shall not be deemed to have been received by H&M REMOVALS or the addressee.
- 8) **Interception of Communications:** H&M REMOVALS has a duty to manage and retain certain records and mitigate possible risks, for example, to ensure that H&M REMOVALS’s online platform is 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 H&M REMOVALS. Should you respond to this email, you consent that your email will be subject to H&M REMOVALS’s email filtering, scanning, monitoring and blocking procedures.
- 9) **Amendments:** H&M REMOVALS reserves the right to revise these terms at any time, with the revised terms taking effect as of the date of its posting.
- 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).