

# LEGAL NOTICE AND DISCLAIMER

## ELECTRONIC COMMUNICATIONS AND EMAIL DISCLAIMER

### 10-BRAVO (PTY) LTD

Registration Number: 2026/145815/07

Version 1.0 | April 2026

#### 1. PREAMBLE AND SCOPE

This Legal Notice and Disclaimer ("Notice") governs all electronic communications originating from or on behalf of 10-Bravo (Pty) Ltd (Registration Number: 2026/145815/07) ("10-Bravo", "the Company", "we", "us", "our"), including emails, email attachments, automated notifications, and any other electronic messages transmitted via the Company's systems.

The Notice also governs all content published on the Company website at <https://10-bravo.com> ("Website") and applies to any person who accesses, receives, reads, or acts upon any communication from the Company.

By receiving or accessing a communication from 10-Bravo, or by using the Website, you confirm that you have read and understood this Notice and accept its terms.

#### 2. DEFINITIONS

**"Communication"** Any electronic mail message, attachment, automated notification, or electronic message sent from or on behalf of 10-Bravo, including all content in a thread originating from the Company.

**"Company Systems"** All hardware, software, servers, networks, cloud platforms, and infrastructure used by 10-Bravo to transmit, receive, store, or process Communications.

**"Information"** All data, text, images, documents, trade secrets, proprietary information, and intellectual property contained in or attached to a Communication.

**"Personal Information"** Any information relating to an identified or identifiable natural or juristic person, as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA").

**"Recipient"** Any person, entity, or system that receives, accesses, or reviews a Communication from the Company, whether the intended recipient or not.

**"Website"** The Company website accessible at <https://10-bravo.com> and all pages, subdomains, and content published thereon.

#### 3. IDENTIFICATION OF SENDING ENTITY

All Communications are sent by or on behalf of 10-Bravo (Pty) Ltd, a private company incorporated and registered under the laws of the Republic of South Africa (Registration Number: 2026/145815/07), with its principal place of business in Johannesburg, Gauteng.

The full name and registration number of the sending entity appear in the signature block of the originating Communication or are available on request. For data protection enquiries, contact the Information Officer at [dpo@10-bravo.com](mailto:dpo@10-bravo.com).

No Communication from 10-Bravo creates any agency, partnership, joint venture, or other legal association between the Company and any third party unless reduced to a formal written agreement signed by an authorised representative of the Company.

#### 4. CONFIDENTIALITY

All Information transmitted in a Communication is strictly confidential and may be subject to legal professional privilege, litigation privilege, or commercial confidentiality. It is intended solely for the use of the named addressee.

If you have received this Communication in error, you are required to:

- Notify the sender immediately by reply email.
- Permanently delete the Communication and all copies from your systems.
- Refrain from reading, copying, disclosing, distributing, or acting on the Communication in any way.
- Not retain any copy of the Communication or its contents.

Any use, disclosure, or copying of a misdirected Communication is strictly prohibited and may be unlawful under South African law, including POPIA and the Electronic Communications and Transactions Act 25 of 2002 ("ECTA").

## **5. EMAIL DISCLAIMER AND LIMITATIONS**

### **5.1 No warranty as to accuracy**

Communications and the Information contained therein are provided in good faith but without warranty as to accuracy, completeness, timeliness, or fitness for any particular purpose. Opinions expressed in a Communication are those of the individual author and do not necessarily represent the position of 10-Bravo.

### **5.2 No contract formation by email**

A Communication, in itself, does not constitute, vary, amend, or conclude a legally binding contract. No employee, agent, or representative of 10-Bravo has authority to conclude any binding commitment on behalf of the Company by electronic communication alone without express written confirmation executed by an authorised signatory of the Company under a formal written agreement.

All binding agreements with 10-Bravo require a formal written contract duly executed in accordance with the Company's standard contracting procedures. Electronic execution via BoldSign on a formal agreement constitutes valid execution. An email exchange does not.

### **5.3 Virus and malware**

Recipients are responsible for conducting their own virus and malware checks on all Communications and attachments. 10-Bravo accepts no liability for any damage, loss, or disruption arising from malicious code, corrupted files, or other harmful material transmitted via a Communication, notwithstanding reasonable precautions taken by the Company.

### **5.4 Monitoring of communications**

All Communications sent to or from Company Systems are subject to monitoring, recording, filtering, and archiving for the purposes of security, compliance with legal obligations, prevention of data loss, and internal policy enforcement. By communicating with 10-Bravo electronically, you acknowledge and consent to such monitoring to the extent permitted by applicable law.

### **5.5 Delivery and technical failure**

10-Bravo does not guarantee the secure, complete, or timely delivery of Communications. The Company accepts no liability for loss, interception, corruption, or delay caused by technical failure, network interruptions, spam filtering systems, or any other cause outside the Company's reasonable control. For time-sensitive or legally significant communications, independent confirmation of receipt is recommended.

### **5.6 No admission of liability**

Nothing in any Communication constitutes an admission of liability, guilt, fault, or wrongdoing of any kind by 10-Bravo, its directors, employees, or agents.

#### **5.7 Vicarious liability**

10-Bravo is not liable for the personal views, opinions, or statements expressed by any sender where those views are not directly related to the official business of the Company, or where the sender has acted outside the scope of their employment or authority. While the Company implements reasonable controls over its electronic communications systems, it does not accept liability for unauthorised or unlawful acts committed by individuals using those systems.

### **6. LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable South African law, including the Consumer Protection Act 68 of 2008 and ECTA, 10-Bravo, its directors, officers, employees, and agents shall not be liable for any loss or damage of any nature arising from:

- The use of, reliance on, or inability to use any Communication or Information contained therein.
- Any inaccuracy, omission, or error in any Communication.
- Any interception, loss, alteration, or corruption of a Communication in transit.
- Any virus, malware, or harmful code transmitted via a Communication.
- Any failure, interruption, or delay in the delivery of a Communication.
- Any action taken or not taken in reliance on a Communication that does not constitute a formally executed written agreement.

This limitation applies to direct, indirect, consequential, special, punitive, and any other category of damages. Nothing in this clause excludes liability that cannot lawfully be excluded under applicable law.

### **7. INTELLECTUAL PROPERTY**

All intellectual property rights in Communications and their contents, including copyright, trademarks, and any proprietary methodologies or documentation, vest in and remain the sole property of 10-Bravo or its licensors. No Communication grants any licence, right, or interest in any intellectual property of 10-Bravo to the Recipient, except as expressly set out in a formal written agreement.

Unauthorised reproduction, distribution, publication, or use of any Communication or its contents is strictly prohibited.

### **8. DATA PROTECTION AND PRIVACY**

Any Personal Information contained in or transmitted via a Communication is processed by 10-Bravo in accordance with POPIA and the Company's Privacy and Data Protection Policy, available at <https://10-bravo.com/legal>.

Personal Information is processed on a lawful basis, including consent, contractual necessity, legal obligation, or legitimate interest, as applicable. Communications may generate metadata (including timestamps, sender and recipient details, IP addresses, and system logs) which are processed for security, compliance, and record-keeping purposes.

Data subjects wishing to exercise their rights under POPIA, including the right of access, correction, or deletion of their Personal Information, must contact the Information Officer at [dpo@10-bravo.com](mailto:dpo@10-bravo.com).

### **9. EVIDENCE AND RECORD PRESERVATION**

Communications may constitute business records and may be subject to legal hold obligations in the event of pending or reasonably anticipated litigation, regulatory investigation, or dispute. Neither party may destroy, alter, conceal, or fail to preserve a Communication where a legal duty to preserve it applies. Destruction of a Communication subject to a legal hold may constitute spoliation of evidence and attract legal sanctions.

Executed Communications and formally signed agreements are retained by 10-Bravo in accordance with the Company's data retention schedule as set out in its PAIA Manual.

## 10. GOVERNING LAW AND JURISDICTION

This Notice and all Communications are governed by and construed in accordance with the laws of the Republic of South Africa. Any dispute arising from or in connection with a Communication, or from the application of this Notice, shall be subject to the non-exclusive jurisdiction of the courts of South Africa having competent jurisdiction.

10-Bravo reserves the right to seek urgent or interim relief, including injunctive relief, in any court of competent jurisdiction to protect its interests, including its intellectual property and confidential information.

## 11. SEVERABILITY

If any provision of this Notice is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, that provision shall be severed from the remainder of the Notice, which shall continue in full force and effect. The failure of 10-Bravo to enforce any provision of this Notice does not constitute a waiver of that or any other provision.

## 12. CONTACT DETAILS

<b>Company</b>	10-Bravo (Pty) Ltd
<b>Registration number</b>	2026/145815/07
<b>Website</b>	<a href="https://10-bravo.com">https://10-bravo.com</a>
<b>General enquiries</b>	info@10-bravo.com
<b>Data protection / POPIA</b>	dpo@10-bravo.com
<b>Information Officer</b>	Jan-Carel Coetzee