

## LIGHTSTRUCK TERMS AND CONDITIONS

- ☑ **Subscription Fee:** Lightstruck may charge a once off subscription fee to connect a User to the Lightstruck Fibre Infrastructure.
- ☑ **Title:** Ownership of the Drop Cable and Optical Network Terminal (ONT) and access to these as well as the Lightstruck Fibre Infrastructure shall at all times remain vested in Lightstruck.
- ☑ **Risk:** Risk in and to Lightstruck Fibre Infrastructure (the Drop Cable and the ONT) will pass to the User on the Installation Date, including risk of loss, theft, destruction or damage. Lightstruck reserves the right to hold the User liable for call out fees.
- ☑ **Loss, theft, destruction or damage:** Lightstruck may charge the consumer a fee of R 2,800 (ex VAT) to replace or repair either the Drop Cable and/or ONT regardless of the cause of any such loss or destruction.
- ☑ **Placement of ONT:** The ONT will be wall mounted by Lightstruck for optimal performance. Lightstruck will do its best to take Consumer requests regarding the location for placement of the ONT into consideration, however, technical and practical constraints may have an impact on the placement of the ONT.
- ☑ **Consumer Protection Act (CPA):** Lightstruck affirms the rights of the User under the Consumer Protection Act, where applicable, including the rights (and defense's) set out in section 61 of that Act relating to liability for damages caused by goods.
- ☑ **Protection of Personal Information (POPI):** Lightstruck complies with applicable law relating to the protection of personal information in South Africa and will only utilize personal information collected through its relationships with Users for the purpose of providing Lightstruck and related services. The User agrees and consents to receiving direct marketing electronic communications from Lightstruck and its service providers relating to the provision of Lightstruck and service provider services. Should the User wish to cease receiving such communications or have any other query or request relating to personal information held by Lightstruck, he or she can send a request to [fibre@lightstruck.co.za](mailto:fibre@lightstruck.co.za).
- ☑ **Access:** The User shall allow Lightstruck and its agents reasonable access to its premises for the purposes of any maintenance and repair of the Lightstruck Drop cable and ONT provided reasonable notice is given by Lightstruck or any designated individual representing Lightstruck.
- ☑ **Re-Scheduling:** Lightstruck may charge the User a once off Rescheduling/No Show fee of R 750 (Incl. VAT) in the event that the User has agreed on an installation date and time for the installation of the Drop Cable and ONT and then not being available. Cancellation or Rescheduling needs to happen in no less than 24 hours prior to the scheduled appointment.
- ☑ **Power Supply:** It is the Users responsibility to ensure adequate power supply to the point where the ONT will be installed within the property.
- ☑ **Best Route:** Lightstruck will always choose the most suitable (shortest) route for the Drop Cable to the property.
- ☑ **Installation and Connection Fees:**
  - Residential:** R 2800 (Ex VAT), no increase in rates since inception. Cable length: 50 m. Civil works: 30 m (maximum) – see below for details. Costs associated with the first 30 meters of the installation is covered by Lightstruck. The first 30m includes 15m of hardened civils (Paving/Asphalt/Concrete). Should the distance of the installation exceed 30 meters, an additional charge of R200/meter will be applicable. The installation team will declare such additional charges on site. The ONT installation will take place at the closest power source on the ground floor (No first and second floor installations) of the dwelling in relation with the HH outside the boundary wall, as well as the most direct route. The ONT will be wall mounted by Lightstruck for optimal performance. Lightstruck will do its best to take Consumer requests regarding the location for placement of the ONT into consideration, however, technical and practical constraints may have an impact on the placement of the ONT. (LS T's and C's) Costs associated with the first 50 meters of the installation is covered by Lightstruck. Should the distance of the installation exceed 50 meters, an additional charge of R200/meter will be applicable. The installation team will declare such additional charges on site. Any specialized works like lifting and reinstating bitumen, paved and tiled surfaces are not included in the standard installation and where possible, the install team will always suggest alternative routes to avoid these surfaces. In the event that works on such surfaces are unavoidable, the installation team will provide the Consumer with a quote for the works. (LS T's and C's) Any specialized works like lifting and reinstating bitumen, concrete, paved and tiled surfaces are not included in the standard installation and where possible, the installation team will always suggest alternative routes to avoid these surfaces. In the event that works on such surfaces are unavoidable, the installation team will provide the Consumer with a quote for the works. The quote will need to be accepted by the client before any on site work will commence.
  - Business:** All business connections carry an installation fee. Quote directly with the User.
- ☑ **Additional charges:** In the vent where there are additional charges associated with the installation, the User will be required to accept these before works commence and such he charges will be levied against the User's first debit order.
- ☑ **Special instructions:** During the installation team's visit it is the responsibility of the Consumer to point out any hazards that the team may need to be aware off. Hazards may include water pipes, electrical cables etc.
- ☑ **Acceptance:** Once the installation is complete, Lightstruck will request sign off/acceptance from the User. The User must therefore ensure that someone is available to give acceptance/sign off on the installation (Drop cable and ONT) while the Lightstruck team is on site.

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- ☑ **Internet Service Provider Device (Router):** Lightstruck is responsible for the installation of the Drop cable and ONT only and does not provide the ISP Device to the User to enable access to the internet.
- ☑ **Indemnity:** The User indemnifies and holds harmless Lightstruck, together with its contractors, agents, and their respective employees (“Affiliates”), from and against any and all legal, criminal and/or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorneys’ fees, costs, and expenses (collectively “damages” for the purposes of this clause), of whatsoever kind or nature, however so arising, whether such damages were foreseeable or not, in respect of damages caused by Lightstruck or its Affiliates to property, whether movable or immovable, owned or occupied by the User.