LIGHTSTRUCK TERMS AND CONDITIONS

☑ **Subscription Fee**: Lightstruck may charge a once off subscription fee of R 1710 (incl. VAT) 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, the cost to replace or repair the Drop Cable and/or ONT regardless of the cause of any such loss or destruction.

☑ **Consumer Protection Act**: 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**: 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*.

☑ **Access**: The User shall allow Lightstruck and its agents reasonable access to its premises for the purposes any maintenance and repair of the Lightstruck Drop cable and ONT provided reasonable notice is given by Lightstruck or any designated individual representing Lightstruck.