

## LIGHTSTRUCK TERMS AND CONDITIONS

- ☑ Subscription Fee: Lightstruck may charge a once off subscription fee of R 1750 (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](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. The maximum Drop Cable length is 50 meters, should the distance be exceeded, the installation will be considered bespoke and may attract additional expenses for the Users account.
- ☑ Special instructions: Any special instructions with regards to the installation of the Drop Cable and ONT must be given prior to the installation. Lightstruck will keep this in mind but cannot guarantee that it is executable.
- ☑ Acceptance: Lightstruck will attempt to do the installation and get sign off/acceptance from the User in a single visit. The User must therefore ensure that someone is available to give acceptance/sign off of the installation (Drop cable and ONT) while the Lightstruck team is on site.
- ☑ 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.