SOLID FIBRE GENERAL

TERMS AND CONDITIONS

(With Light Fibre Infrastructure Network Provision)

For the Great Richmond (KZN) Area

These General Terms and Conditions ("Agreement") are entered into between **Solid Fibre (Pty) Ltd** (registration number: 2018/052753/07) ("Solid Fibre", "Provider", "we", "us") and the customer identified in the applicable Order Form ("Customer", "you").

Solid Fibre provides Internet access, connectivity services, and customer support to end users over fibre infrastructure networks owned and operated by **Light Fibre Infrastructure (Pty) Ltd ("Light Fibre" or "LFI")** (registration number: 2013/xxxxxx/07), which acts as the **Fibre Network Operator (FNO)**.

The Customer acknowledges that:

- the underlying fibre infrastructure used to deliver services forms part of the **Light Fibre network**,
- Solid Fibre provides **Internet services, onboarding, customer management, and support**, and
- the physical network connection at the Customer premises remains part of the **Light Fibre infrastructure regardless of the Internet Service Provider selected by the Customer**.

Solid Fibre and Customer may be referred to individually as a **"Party"** and collectively as the **"Parties."**

1. DEFINITIONS (Additional / amended clauses)

Add the following definitions:

"Light Fibre Infrastructure" or "LFI"
means **Light Fibre Infrastructure (Pty) Ltd**, the Fibre Network Operator responsible for owning, operating, and maintaining the fibre infrastructure used to deliver connectivity services to Customer premises.

"Fibre Network"
means the fibre optic telecommunications infrastructure owned and operated by **Light Fibre Infrastructure (Pty) Ltd** used to provide connectivity to Customer premises.

“Internet Service Provider (ISP)”
means Solid Fibre or any other licensed electronic communications service provider authorised to deliver internet services over the Light Fibre network.

“Access Connection”
means the fibre connection installed between the Customer Premises and the Light Fibre network infrastructure.

2. NETWORK STRUCTURE AND SERVICE PROVISION

2.1 Infrastructure Ownership

The Customer acknowledges that the fibre infrastructure used to deliver connectivity services to the Customer Premises is owned, deployed, and operated by **Light Fibre Infrastructure (Pty) Ltd (“LFI”)** as the **Fibre Network Operator**.

2.2 Service Provider Role

Solid Fibre acts as the **Internet Service Provider (ISP)** responsible for:

- onboarding customers,
- provisioning internet services,
- billing and account management,
- customer support and service management,
- and providing internet connectivity over the Light Fibre infrastructure.

2.3 Network Access

All services delivered by Solid Fibre are provided over the **Light Fibre fibre network infrastructure**, and the availability of services is therefore dependent on the operational availability of that infrastructure.

2.4 Customer Network Status

The Customer connection installed at the Customer Premises forms part of the **Light Fibre access network** and remains part of the Light Fibre infrastructure regardless of which Internet Service Provider is used by the Customer.

3. SERVICE RELATIONSHIP

3.1 ISP Service Agreement

This Agreement governs the provision of **Internet and related services provided by Solid Fibre** to the Customer.

3.2 Fibre Network Operator Relationship

The Customer acknowledges that certain elements of the connectivity service, including:

- fibre infrastructure,
- last-mile connectivity,
- fibre maintenance,
- and physical network availability

are managed and controlled by **Light Fibre Infrastructure as the Fibre Network Operator**.

3.3 Dependency on Upstream Infrastructure

Solid Fibre shall use reasonable endeavours to deliver uninterrupted services but shall not be liable for service interruptions arising from:

- failures within the **Light Fibre infrastructure**,
- maintenance or upgrades performed by **Light Fibre**, or
- events impacting the upstream fibre network.

3.4 Continuity of Service Terms

The terms and conditions agreed to with Solid Fibre shall remain in force for the provision of services unless Solid Fibre provides reasonable notice of any amendment, service transition, or change in service provider operating on the Light Fibre infrastructure.

4. INFRASTRUCTURE ACCESS AND ISP CHOICE

4.1 Semi-Open Access Network

The Light Fibre infrastructure may operate as a **semi- open access fibre network**, allowing multiple Internet Service Providers to deliver services over the same physical fibre infrastructure.

4.2 ISP Selection

The Customer may select an Internet Service Provider available on the Light Fibre network, subject to the terms and conditions of the selected ISP.

4.3 Migration Between ISPs

If the Customer elects to migrate to another ISP operating on the Light Fibre network, the physical fibre connection installed at the Customer Premises shall remain part of the **Light Fibre infrastructure**, and only the ISP service layer will change.

5. NETWORK MAINTENANCE AND FAULT MANAGEMENT

5.1 Fault Reporting

Customers must report all service issues to **Solid Fibre**, which will act as the primary service contact.

5.2 Escalation to Fibre Network Operator

Where faults are determined to originate within the Light Fibre infrastructure, Solid Fibre will escalate the matter to **Light Fibre Infrastructure** for investigation and resolution.

6. LIMITATION OF LIABILITY FOR THIRD-PARTY INFRASTRUCTURE

Solid Fibre shall not be liable for service interruptions caused by failures, maintenance, or operational decisions relating to infrastructure owned or operated by **Light Fibre Infrastructure** or other upstream network providers.