



LIGHTSTONE PROPRIETARY LIMITED (REGISTRATION NUMBER 2003/029525/07) ("LIGHTSTONE")
DEBIT ORDER AUTHORISATION FORM

USAGE AGREEMENT

Service Schedule

I, _____ (the "Applicant") hereby apply for the following services ("the Services") provided by Lightstone at the prescribed fee:

- Information toolkit** including: R250.00(4 or less users), R500.00 (More than 4 users)
 - Unlimited transfers reports
 - Unlimited property reports
 - Unlimited suburb reports

Value adds including :

- Valuation report: R45.00
- Live Deeds Search: R6.00
- Deeds Office Document Retrieval: R7.00 per page
- Surveyor General Diagram: R2.50 per page
- Consumer Credit Enquiry: R27.50 per report

CLIENT DETAILS

Company Name: _____

EAAB License Number: _____

VAT Number: _____

Title: _____

Initials: _____

Surname: _____

ID Number: _____

Physical Address: _____

Postal Address: _____

City: _____

Postal Code: _____

Tel No. (Bus): _____

Mobile Number: _____

Fax No.: _____

Email Address: _____

AUTHORISATION FOR DEBIT ORDER PAYMENT

Bank: _____

Branch: _____

Branch Code: _____

Account Number: _____

Account Type: _____

Name of Account Holder: _____

Signature: _____

I, _____ hereby give authorization to Lightstone to withdraw from the Applicant's account in accordance with the Terms & Conditions set out hereunder, the Service subscription and Transactional usage will be deducted on the first of every calendar month. The first of these payments is to be deducted as of _____. LIGHTSTONE will terminate the subscription on one month's written cancellation.

TERMS & CONDITIONS FOR USAGE OF LIGHTSTONE PRODUCTS

Debit Order Authorisation Terms

- a) The Terms & Conditions for the Website Usage Agreement shall be deemed to have been incorporated into the Terms & Conditions for the Debit Order Authorisation Form ("**Terms & Conditions**"). In the event of a conflict between the Terms & Conditions for the User Agreement and the Terms & Conditions for the Debit Order Authorisation, the Terms & Conditions for the Debit Order Authorisation shall prevail.
- b) The Terms & Conditions and the completed Debit Order Authorisation Form ("**Application**") shall constitute the whole agreement between Lightstone and the Applicant. By signing this Application, the Applicant shall be deemed to have read and agreed to the Terms & Conditions.

Lightstone (Pty) Ltd, Registration number 2003/029525/07

Block G, Wedgewood Office Park, 3 Muswell Road South, Bryanston, 2191

PO Box 71931, Bryanston, 2021; Tel +27 11 244 8400; Fax +27 11 8416

Directors: AH Miller (Managing), RWL Snaddon, TJ Holmes, PWJ Backwell, HM Pretorius, AW Watt, PN Gumede

- c) Lightstone reserves the right to change, modify, add to or remove from portions or the whole of these Terms & Conditions from time to time. Changes to these Terms & Conditions will become effective upon such changes being posted on this Website. It is the Applicant's obligation to periodically check these Terms & Conditions on the Website for changes and updates. The Applicant's continued use of this Website following the posting of changes or updates will be considered notice of the Applicant's acceptance to abide by and be bound by these Terms & Conditions, including such changes or updates.
- d) All withdrawals from the bank account by Lightstone shall be treated as though they have been signed by the Applicant personally. The Applicant understands that the withdrawals will be processed electronically and also understands that details of each withdrawal will be printed on the Applicant bank statement or on an accompanying voucher.
- e) The Applicant agrees to pay Lightstone the monthly amount as indicated in Debit Order Authorisation form per month, VAT inclusive, which amount shall be payable on a monthly basis in advance, by means of a debit order in favour of Lightstone, from the day of the first calendar month during which the first payment by debit order in terms hereof is effected ("**Initial Period**").
- f) On the expiry of the Initial Period, this Application will automatically renew unless terminated by either party by giving the other party 1 (one) calendar months written notice, provided that such notice may only be given after the expiry of the Initial Period. Whilst the Application remains in force, the Applicant shall continue to pay the monthly amount, subject to any escalation as may be determined by Lightstone from time to time.
- g) The Applicant will be held liable for any transaction fees incurred for the processing of these transactions. This includes rejection and submission fees.
- h) In the event of the Applicant failing to comply with any of its obligations in terms of this Application, Lightstone shall be entitled, without prejudice to its rights in terms of this Application at law, to claim immediate specific performance or to cancel this Agreement, in either case without prejudice to its rights to claim damages.
- i) The Applicant must, in writing, confirm to Lightstone, any change of address, account details or change in ownership of the company and or its director/members. If no change is noted, then all deliveries etc will be deemed to have been accepted, and charged for as per the subscription.

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- j) The Applicant hereby agrees that Lightstone may cede or assign any of its rights to any third party without the Applicant's prior written consent and that the Applicant may not delegate any of my obligations in terms of this Application to any third party without prior written consent of Lightstone which shall not be unreasonably withheld.
- k) The Lightstone Website is hosted, controlled and operated from the Republic of South Africa, and therefore South African law governs the use of the Lightstone Website.
- l) The Applicant warrants that all information provided in this debit authorisation form is true and correct in every respect.

Software License

- a) The proprietary software and design concepts are owned by LIGHTSTONE and are protected by copyright laws, both nationally and internationally. All rights are reserved.
- b) The subscriber accepts that the software subscribed for will meet the specifications, requirements and results intended by the subscriber who assumes responsibility for the condition of the environment in which the software will operate.
- c) LIGHTSTONE grants to the subscriber a non-exclusive license to use its proprietary software and data subject to the following conditions:
 - i. The subscriber is not granted title to the proprietary software and data.
 - ii. The subscriber may not sell, copy, and reproduce, re compile or otherwise transfer the software and data to any third party, without written consent of the directors of LIGHTSTONE.
 - iii. The subscriber's usage will be monitored and any excessive use or abuse therefore will result in the immediate suspension of the service to the subscriber pending an investigation.
 - iv. The subscribers must retain the secrecy of their user names, passwords and access codes.

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Warranty

- a) The subscribers hereby acknowledge that LIGHTSTONE does not warrant the accuracy of the information supplied and acknowledges that it should verify the correctness of the information where circumstances require.
- b) Due to the nature of the application, no guarantee is given of uninterrupted or error free operation whether such is a result of network malfunction, coding errors, compiling errors, data loss or operation outside design limitations every effort is taken to ensure that the information supplied is accurate.
- c) LIGHTSTONE reserves the right to be the final judge in any arbitration concerning the software.
- d) LIGHTSTONE shall not be held liable for any delay in the carrying out of its obligations to the subscriber as a result of:
 - I. Acts of God;
 - II. Failure by the subscriber to provide adequate and relevant information;
 - III. Delays occasioned by suppliers or service providers to LIGHTSTONE or the subscriber;
 - IV. Changes in terms or conditions of order by the subscriber;
 - V. Labour unrest, strike, stayaway, riot, war, or accident.
 - VI. LIGHTSTONE'S entire liability under any provision of this agreement shall be limited solely to the repair or replacement of defective software or data.
 - VII. No order or subscription placed by the subscriber may be cancelled or changed without the prior written consent of LIGHTSTONE, expressed through the written authorization of the director of LIGHTSTONE.
- e) The subscriber is to notify LIGHTSTONE within 7(seven) days if they cannot access the system. Failing this notice, LIGHTSTONE will assume the system is operational and contract will be activated.

Indemnity

- a) The subscriber hereby indemnifies and holds LIGHTSTONE free from harm or loss in respect of any claim of whatsoever nature or cause, or consequential loss, arising from or associated with the said information by any third party.

Signature: _____

Name of Applicant: _____

Date: _____

Place: _____

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