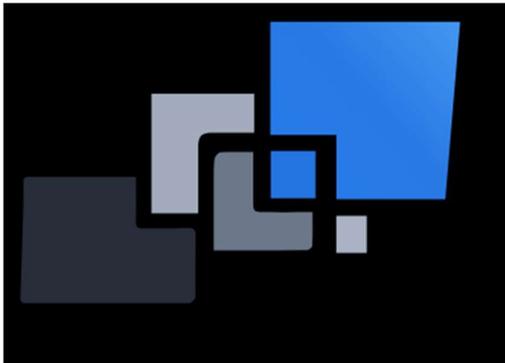




# OCTAGON BUSINESS SOLUTIONS PTY LTD



## CREDIT OFFICE SERVICE

TERMS AND CONDITIONS,  
PRIVACY POLICY,  
SUBSCRIPTION TERMS,  
DATA PROCESSING TERMS,  
AND DISCLAIMERS

**Effective Date:** 2026-03-09

**Version:** 1.0

This document sets out the legal terms applicable to the use of Octagon Business Solutions' website, software, platform, bureau report services, credit-related systems, and associated services, including privacy, data processing, subscription, support, and disclaimer provisions.

By accessing or using Octagon Business Solutions' services, systems, website, or related platforms, you acknowledge that you have read, understood, and agree to be bound by the terms contained in this document.

For legal or privacy-related queries, please contact: [support@octagon.co.za](mailto:support@octagon.co.za)

# 1. TERMS AND CONDITIONS

## 1.1 Acceptance of Terms

By accessing or using Octagon Business Solutions' website, platform, software, bureau report services, or any related services provided by Octagon Business Solutions ("Octagon", "we", "our", or "us"), you agree to be legally bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, you must discontinue use immediately.

These Terms apply to:

- Website visitors
- Clients
- Platform users
- API and system integration partners

## 1.2 Nature of Our Services

Octagon provides business technology and credit-related services, including but not limited to:

- Credit vetting systems
- Loan management systems
- Credit decisioning tools
- Tracing, verification, and risk assessment tools
- Data processing solutions for credit providers
- Bureau report-related services

Unless expressly stated otherwise in a separate written agreement, Octagon is not a credit provider.

## 1.3 Regulatory Framework (South Africa)

### 1.3.1 POPIA (Protection of Personal Information Act)

You acknowledge and agree that:

- Octagon processes personal information in accordance with the Protection of Personal Information Act, 2013 ("POPIA").
- Clients using our systems act as Responsible Parties under POPIA where they determine the purpose and means of processing personal information.
- Octagon may act as an Operator processing personal information on behalf of clients.

- You warrant that you have lawful grounds to collect, use, disclose, and process all personal information submitted to our systems.

### **1.3.2 National Credit Act (NCA)**

Where our systems are used for credit granting, bureau report usage, affordability checks, or credit assessment:

- You are solely responsible for compliance with the National Credit Act 34 of 2005 and all related regulations.
- Octagon provides tools and services only and does not guarantee legal or regulatory compliance.
- You remain responsible for affordability assessments, lawful credit practices, and all decisions made using our systems or outputs.

### **1.3.3 National Credit Regulator (NCR)**

If you are an NCR-registered credit provider:

- You warrant that you are lawfully registered where required.
- You agree to use our systems in accordance with NCR rules, directives, and reporting obligations.
- Octagon accepts no liability for regulatory breaches, reporting failures, or non-compliance by users.

## **1.4 User Responsibilities**

You agree that you will:

- Use the platform and services only for lawful purposes
- Not upload, submit, or process unlawful, false, misleading, or fraudulent data
- Maintain the confidentiality and security of login credentials
- Ensure that you have lawful consent, authority, or other legal justification for all personal information processed through the system
- Not attempt to reverse engineer, copy, duplicate, distribute, or exploit the system except as permitted in writing by Octagon

## **1.5 Data Protection and Confidentiality**

- All information processed through the platform will be treated as confidential, subject to applicable law and operational requirements.
- Octagon implements reasonable technical and organisational safeguards to protect information processed through its systems.

- Octagon is not liable for security breaches, losses, or incidents resulting from client negligence, insecure integrations, compromised credentials, user misconduct, or third-party systems outside Octagon’s reasonable control.

## **1.6 Intellectual Property**

All software, systems, source code, designs, trade names, logos, content, materials, and related intellectual property remain the exclusive property of Octagon or its licensors, as applicable. No ownership rights are transferred to any user, client, or third party.

## **1.7 No Warranty**

The platform, website, software, bureau report services, and all related services are provided on an “as is” and “as available” basis. To the fullest extent permitted by law, Octagon makes no warranties or representations regarding:

- Continuous or uninterrupted system availability
- Accuracy, completeness, or reliability of data obtained from third-party sources
- Suitability of outputs for any particular business, legal, or credit decision
- Achievement of any particular regulatory, financial, or operational outcome

## **1.8 Limitation of Liability**

To the fullest extent permitted by law, Octagon shall not be liable for any direct, indirect, incidental, special, consequential, or economic loss arising from or related to the use of the platform, website, software, bureau report services, or related systems, including but not limited to:

- Loss of profits
- Loss of revenue
- Data loss
- Business interruption
- Regulatory fines, penalties, or enforcement actions incurred by clients
- Decisions made based on system outputs, bureau reports, or third-party data

Use of the platform and services is at your own risk.

## **1.9 Indemnity**

You agree to indemnify, defend, and hold harmless Octagon, its directors, employees, contractors, and affiliates against any claims, damages, losses, penalties, fines, liabilities, costs, or legal actions arising from or relating to:

- Your misuse of the platform or services
- Violations of POPIA
- Non-compliance with the NCA or NCR requirements
- Unlawful or unauthorised data processing
- Your breach of these Terms

## **1.10 Suspension and Termination**

Octagon may suspend, restrict, or terminate access to any service, system, or platform at its discretion where:

- Applicable laws or regulations are breached
- Data misuse or unauthorised processing occurs
- Payments are overdue or outstanding
- System integrity, security, or availability is threatened
- Continued access would expose Octagon, its clients, or data subjects to legal, security, or operational risk

## **1.11 Governing Law**

These Terms are governed by and shall be interpreted in accordance with the laws of the Republic of South Africa.

## **1.12 Contact**

Questions relating to these Terms, privacy, or data protection may be directed to:  
[support@octagon.co.za](mailto:support@octagon.co.za)

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# **2. PRIVACY POLICY (POPIA-COMPLIANT)**

## **2.1 Purpose**

This Privacy Policy explains how Octagon collects, uses, processes, stores, and protects personal information in accordance with POPIA and other applicable laws.

## **2.2 Information We Process**

We may process the following categories of personal information, depending on the nature of the service:

- Identity information
- Contact details
- Credit-related information
- Employment information
- Financial information
- System usage and access data

## **2.3 Lawful Basis for Processing**

We process personal information on one or more of the following lawful bases:

- Contractual necessity
- Compliance with legal obligations
- Legitimate business interests
- Client instructions where Octagon acts as an Operator
- Any other lawful basis recognised under POPIA

## **2.4 Data Subject Rights**

Subject to applicable law, individuals may have the right to:

- Request access to personal information
- Request correction of inaccurate or incomplete personal information
- Object to certain processing activities
- Request deletion of personal information where lawful and applicable

Requests may be directed to: **support@octagon.co.za**

## **2.5 Security Measures**

We apply reasonable technical and organisational safeguards, which may include:

- Access controls
- Encryption where appropriate
- Secure hosting environments
- Audit logging and monitoring

## 2.6 Data Retention

Personal information is retained only for as long as necessary to fulfil:

- Legal and regulatory compliance requirements
- Contractual obligations
- Legitimate business and operational purposes
- Record-keeping and audit requirements

## 2.7 Third Parties and Cross-Border Processing

Octagon may use third-party hosting providers, infrastructure providers, software vendors, and service partners in order to deliver its services. Where personal information is processed by third parties or outside South Africa, Octagon will take reasonable steps to ensure that such processing is subject to appropriate confidentiality, security, and lawful processing safeguards, in line with POPIA where applicable.

## 2.8 Complaints and Enquiries

Questions, requests, or complaints relating to privacy or personal information processing may be sent to: [support@octagon.co.za](mailto:support@octagon.co.za)

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## 3. WEBSITE DISCLAIMER

The information on this website:

- Is provided for general business and informational purposes only
- Does not constitute legal, financial, credit, or professional advice
- May be changed, updated, or removed without notice
- Is used at your own risk

Octagon shall not be liable for any loss or damage arising from reliance on website content.

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## 4. COOKIE POLICY

Our website may use cookies and similar technologies to:

- Improve functionality
- Analyse website traffic and usage
- Enhance user experience
- Security Purposes

By using the website, you consent to the use of cookies to the extent permitted by applicable law. Users may disable cookies through their browser settings, although most functionality will be affected.

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## **5. SAAS SUBSCRIPTION TERMS**

These terms apply where clients subscribe to use Octagon's systems or software offerings on a software-as-a-service basis.

### **5.1 Licence Grant**

Octagon grants the Client a non-exclusive, non-transferable, limited licence to access and use the software solely for the Client's internal business purposes and subject to these Terms and any applicable agreement.

The Client may not:

- Resell, sublicense, or commercially exploit the software
- Copy, modify, adapt, or reverse engineer the software, except where expressly permitted by law
- Share access credentials or permit unauthorised access

### **5.2 Subscription Fees**

- Fees are payable in accordance with the applicable signed quotation, order form, or agreement.
- Non-payment may result in suspension or termination of access.
- Fees exclude VAT unless expressly stated otherwise.
- Unless otherwise agreed in writing, no refunds apply for partial billing periods or unused subscription periods.

## 5.3 System Availability

Octagon aims to maintain high service availability but does not guarantee uninterrupted or error-free access. Maintenance, upgrades, updates, service interruptions, third-party failures, or force majeure events may affect availability.

## 5.4 Client Data

The Client retains ownership of data uploaded by or on behalf of the Client. Octagon may process such data only:

- To provide the subscribed services
- As required for support, maintenance, security, and operations
- In accordance with POPIA and applicable agreements

## 5.5 Acceptable Use

The Client may not use the platform to:

- Violate POPIA or any other applicable law
- Breach the NCA or any regulatory obligations
- Upload unlawful, fraudulent, misleading, or unauthorised information
- Compromise the security, stability, or integrity of the platform

## 5.6 Suspension

Access may be suspended where:

- Applicable laws are breached
- Data misuse occurs
- Security risks or threats arise
- Payments are overdue
- Continued access may harm Octagon, its systems, or other users

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# 6. SUPPORT HOURS

Unless otherwise agreed in writing, client support is generally available during normal business hours, Monday to Friday, excluding public holidays.

Any specific support arrangements, service levels, response times, uptime commitments, maintenance obligations, or related service commitments shall be governed exclusively by the applicable client agreement or separate written agreement with Octagon.

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## **7. DATA PROCESSING AGREEMENT (POPIA OPERATOR CLAUSE)**

This section applies where Octagon processes personal information on behalf of a client.

### **7.1 Roles**

For purposes of POPIA and unless otherwise agreed in writing:

- The Client acts as the Responsible Party
- Octagon acts as the Operator

### **7.2 Processing Scope**

Octagon will process personal information only:

- On documented or otherwise lawful client instructions
- To deliver contracted services
- As necessary for support, maintenance, security, backup, recovery, and related operational purposes
- As required by applicable law

### **7.3 Security**

Octagon will implement reasonable technical and organisational safeguards designed to protect personal information against loss, damage, unauthorised destruction, unlawful access, or unlawful processing.

### **7.4 Sub-processors**

Octagon may use third-party hosting providers, cloud infrastructure providers, or service partners in connection with service delivery, provided that appropriate confidentiality and data protection obligations are imposed where required.

## **7.5 Data Breaches**

Octagon will notify the Client of security compromises or data incidents affecting personal information processed on the Client's behalf without undue delay, to the extent required by law and reasonably practicable in the circumstances.

## **7.6 Data Deletion or Return**

Upon termination of services, personal information may be returned, retained for lawful purposes, or deleted in accordance with the parties' agreement, applicable law, backup cycles, and operational requirements.

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# **8. EMAIL DISCLAIMER**

The following disclaimer may be used in outgoing staff email footers.

## **EMAIL DISCLAIMER – OCTAGON BUSINESS SOLUTIONS**

This email and any attachments are confidential and intended solely for the recipient. If you are not the intended recipient, please notify the sender immediately and delete this email.

Octagon Business Solutions processes information in accordance with the Protection of Personal Information Act ("POPIA"). Any personal information contained in this email may only be used for lawful purposes.

Nothing in this email constitutes legal, financial, or credit advice unless expressly stated in a formal written agreement.

Octagon Business Solutions shall not be liable for any loss or damage arising from unauthorised use, interception, corruption, or viruses transmitted by email, to the extent permitted by law.

Where content relates to credit services, users remain responsible for compliance with the National Credit Act ("NCA") and the regulations and requirements of the National Credit Regulator ("NCR").

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## **9. GENERAL NOTES**

This document is intended as a consolidated legal terms pack for Octagon Business Solutions' Credit Office service and related offerings. If any service is governed by a separate signed agreement, that separate agreement may prevail to the extent of any inconsistency.