

CONNECTIVITY SERVICE LEVEL AGREEMENT

CUSTOMER DETAILS

Customer Name

ID No

For Office Use

Representative Name

Business Unit

PHYSICAL ADDRESS - EQUIPMENT LOCATION

Physical Address (domicilium citandi et executandi)

City Postal Code

Contact Person

Tel (W/Cell) E-mail

LANDLORD DETAILS

Customer Name

Physical Address (domicilium citandi et executandi)

City Postal Code

Contact Person - Creditors:

Tel (W/Cell) E-mail

CONTRACT PERIOD

Initial Period / Contract Period (Months) Month to Month 12 24 36 Initial:

MONTHLY DATA CHARGES

Last Mile Connection Type	Product/Service Description	Monthly Recurring Cost
LTE	<input type="text"/>	R <input type="text"/>
Fixed Fibre	<input type="text"/>	R <input type="text"/>
Wireless	<input type="text"/>	R <input type="text"/>
Connection Charge (once-off)	R <input type="text"/>	Total Monthly Charge R <input type="text"/>

BANK DETAILS

Method of Payment DEBIT ORDER EFT I authorise OCTOPi Smart Solutions (Pty) Ltd to draw against my bank account by direct debit order, the amount which may be due from time to time in terms of the agreement. I undertake to advise OCTOPi Smart Solutions (Pty)Ltd in writing of any changes in the banking details.

Name of Account Holder

Branch Code Bank Account Number

Please specify the day when you would like your debit order to run
 1st 8th 15th 25th 28th

Bank Name

Branch Name

Type of Account CHEQUE OTHER

CUSTOMER AUTHORISATION

I acknowledge that I have read and agree to the terms and conditions that form part of this agreement, and that I am authorised to bind the company to these terms and conditions as detailed above & overleaf.

Date Print Name

ID Number

Designation

Authorised Signatory:

For Office Use AUTHORISATION

This agreement is not valid unless signed by an authorised OCTOPi Service Manager. OCTOPi Smart Solutions agrees to maintain the above equipment based on the terms and conditions that form part of this agreement.

Date Print Name

Designation

Authorised Signatory:

1. DEFINITIONS AND INTERPRETATION

In the Agreement the following words and phrases will have the corresponding meaning, unless the context otherwise requires:

- 1.1. AGREEMENT:** as between you and OCTOPI, these Service Terms and conditions read together with any terms as stated in the Connectivity Service Contract and any Connectivity Service Contract.
- 1.2. AUTHORITY AND MANDATE:** the authorisation you give to OCTOPI to debit your account monthly, on the selected date, which does not constitute the granting of credit or amount to a credit agreement;
- 1.3. BILLING START DATE:** the Billing Start Date for a Service will be from when your internet is active.
- 1.4. BUSINESS DAY:** every day excluding Saturdays, Sundays and public holidays in RSA.
- 1.5. CHARGES:** the online Connectivity Service Contract form, Connectivity Service Contract, accessed on Google Forms where you fill-in the required information to order your Product; which when accepted by OCTOPI becomes a binding Connectivity Service Contract.
 - 1.5.1. CONNECTION CHARGES:** include but are not limited to installation, connection and/or activation charges and are non-recurring charges for the setup of a Service (including installation of any Service Equipment);
 - 1.5.2. MONTHLY RECURRING COST:** means charge payable by the Customer to OCTOPI to provide the Customer with access to the Services.
- 1.6. CONTESTED:** multiple users sharing the same network capacity. Contention ratios are based on the individual design of the fibre access network over which the OCTOPI Service is delivered.
- 1.7. CONNECTIVITY SERVICE CONTRACT:** means Connectivity Service Contract and your order for a specific Service to be provided to you by OCTOPI, as read with clause 1.10.
- 1.8. CUSTOMER DATA:** technical data (for example the date, time and duration of voice or data transmissions) that is necessary for the establishment, billing or maintenance of the transmission. Regulated Customer Data is that Customer Data of which the use, processing or transfer is regulated by law or regulation as Personal Data.
- 1.9. CUSTOMER SITE OR SITE:** a physical location at which a Service is provided.
- 1.10. DOMICILE:** the physical address you provide in terms of a proof of address, alternatively per your Connectivity Service Contract form or Authority and Mandate, where you will receive any legal notice.
- 1.11. EFFECTIVE DATE:** in relation to a Service, the date upon which OCTOPI accepts your correctly completed Connectivity Service Contract, together with any required documentation, which upon acceptance becomes a binding Contract and you receive an e-mail to this effect.
- 1.12. EMERGENCY WORKS:** works that are necessary at the time to put an end to, or prevent, the arising of imminent or existing circumstances likely to cause:
 - 1.12.1.** danger to persons or property;
 - 1.12.2.** the interruption of any service provided by the network or the network generated by a third party;
 - 1.12.3.** substantial loss to OCTOPI or any third party; and such other works in those circumstances necessary to execute Emergency Works.
- 1.13. FORCE MAJEURE EVENT:** any cause beyond a Party's reasonable control affecting the performance of its obligations, including, but not limited to, fire, flood, explosion, accident, war, acts of terrorism, power outages, strike, industrial disputes, embargo, governmental requirement, civil or military authority, Act of God, changes to laws or regulations, inability to secure materials or services, and acts or omissions of other providers of telecommunications services.
- 1.14. ICASA:** means Independent Communications Authority of South Africa and its successors.
- 1.15. INTERPRETATION:** Unless the context otherwise requires, a reference to:
 - 1.15.1.** Singular may refer to plural, and vice versa, as the case may be;
 - 1.15.2.** A person includes a reference to a natural or juristic person, as the case may be, including a reference to that person's legal representatives, successors and permitted assigns;
- 1.16.** A document is a reference to that document as supplemented or varied from time to time.
- 1.17.** To the extent that goods or services provided in terms of the Agreement are governed by the Consumer Protection Act, then the provision of same is qualified to comply therewith.
- 1.18. NETWORK:** the points of presence, network hubs and host computers owned, operated or used by OCTOPI in connection with the provision of a Service.
- 1.19. OCTOPI:** means OCTOPI SMART SOLUTIONS (Pty) Ltd , registration number 2010/004184/07.
- 1.20. OFFICE HOURS:** means 8h00 to 16h30 on Business Days.
- 1.21. ONLINE CONNECTIVITY SERVICE CONTRACT:** the online Connectivity Service Contract form, Connectivity Service Contract, where you fill-in the required information to order your Product; which when accepted by OCTOPI becomes a binding Connectivity Service Contract.
- 1.22. PARTY:** OCTOPI or you (per the context), and **PARTIES** means both you and OCTOPI.
- 1.23. PRODUCT:** any product offered by OCTOPI for Services, whether standalone or bundled with a value add-on product;
- 1.24. PROVIDER:** OCTOPI's partner last-mile fibre provider either operating in your area or who you select in your Connectivity Service Contract. All hardware provided by any Provider will remain the property of the Provider into perpetuity.
- 1.25. RICA:** means the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002.
- 1.26. SERVICE:** the specific services provided by OCTOPI to you and as may be further described in the relevant Connectivity Service Contract.
- 1.27. SERVICE EQUIPMENT:** the hardware, software, systems, cabling and facilities provided by OCTOPI at your Site in order to make the Service available to you. OCTOPI remains the owner of Service Equipment.
- 1.28. CUSTOMER:** means the Customer whose particulars are set out in the Connectivity Service Contract.
- 1.29. UNCAPPED:** meaning as set out in the ISPA guideline on broadband terminology published at <http://ispa.org.za/code-of-conduct/terminology-guidelines/>.
- 1.30. UNSHAPED:** OCTOPI does not prioritise or differentiate between different classes of traffic or protocols.
- 1.31. YOU/YOUR:** refers to you, our valued customer, whose details are as supplied to us in your Connectivity Service Contract.

2. SERVICE ACTIVATION

- 2.1.** Once you have submitted your Service Order to OCTOPI, OCTOPI may carry out any appropriate credit checks on you, to which you hereby consent. Once OCTOPI is satisfied with your credit record and accepts your Connectivity Service Contract, it becomes binding on you.
- 2.2.** The Customer acknowledges that OCTOPI will not be required to commence the provision of the Service until OCTOPI is satisfied that the Customer has met requirements set forth under RICA. The Customer agrees to provide OCTOPI with the necessary documentation and information required by OCTOPI to verify that the Customer has complied with RICA.

3. SERVICE TERMS

The Customer acknowledges and accepts the availability and/or quality of the Services may be affected by factors including, but not limited to, the System, the Equipment and accessories used with the Equipment, atmospheric conditions, radio frequency disturbances and other factors beyond the control of OCTOPI.

- 3.1.** Unless specified like Capped LTE Solutions, OCTOPI will provide you with uncapped, uncapped, unshaped access to the Network via a fibre circuit ("Access Circuit") and the Service Equipment at a OCTOPI Point of Presence ("PoP").
- 3.2. CAPPED LTE SOLUTIONS:**
 - 3.2.1.** Unused Capped Data rolls over to the following month.
 - 3.2.2.** Customers who downgrade between Capped Products will lose accumulated data.
 - 3.2.3.** Customers who terminate a Capped Data service will lose any accumulated data.
- 3.3. ACCESS CIRCUIT:**
 - 3.3.1.** OCTOPI supplies, configures and tests the Access Circuit. Any facilities and extra cabling necessary within the Site are not included in the provision of the service.
 - 3.3.2.** OCTOPI provides internet access by transmitting and delivering IP packets between our network and other networks in accordance with its standard business arrangements with providers of such other networks.
- 3.4. THROUGHPUT RATES AND IP ACCESS:**
 - 3.4.1.** Access to, and across, the OCTOPI IP network is at the maximum throughput rates set forth in the Connectivity Service Level Agreement. Maximum throughput rates are not guaranteed.
 - 3.4.2.** Due to the nature of the internet, OCTOPI can only control IP throughput rates from the user network interface of the service equipment to the point of interconnection between the network and the internet.
 - 3.4.3. IP ADDRESSES:** OCTOPI will dynamically assign 1*/29 public IP addresses from OCTOPI allocated blocks obtained from AfriNIC. Any IP address allocated by OCTOPI to you remains the property of OCTOPI and you will have a non-transferable licence to use such addresses for a limited time. The dynamic IP will change on a 24hr basis.

- 3.4.4. MONITORING:** OCTOPI monitors the health of the internet connection at the user network interface on the service equipment.
- 3.4.5. REPORTING SERVICE:** OCTOPI may provide usage information on request from the Customer. The content of any usage information will only be visible to authorised users or authorised OCTOPI employees and will be used for usage information purposes only and will not be used to calculate any service credits.
- 3.4.6. RESALE OF SERVICE:** Resale of the service is not permitted.
- 3.4.7. MAINTENANCE:** Scheduled maintenance on the OCTOPI network will be performed during a standard maintenance window during change control windows from 00:00 - 04:00 (UTC +2), as necessary. OCTOPI reserves the right to perform emergency maintenance without prior notice, but will nonetheless endeavour to provide such notice as is reasonably possible in the circumstances.
- 3.4.8. SERVICE CALLS:** If OCTOPI is called to the Customer site and it is determined that the problem is other than the internet access interface, a minimum service fee will be charged for the first hour and in half hour increments thereafter. The stated rate applies during regular business hours. Overtime, weekend and or holiday rates will be higher. Travel and related charges outside business hours may also apply.
- 3.4.9. SECURITY:** You acknowledge that the logical and physical security measures in relation to the services are your sole responsibility and OCTOPI will not be held liable for any losses arising out of security breaches of the services.
- 3.4.10. DISCLAIMER:** OCTOPI will in no event be liable for lost or interrupted data, messages, packets, or other information transmitted to or from third party networks.

4. SERVICE EQUIPMENT

- 4.1.** Ownership of Equipment vest in OCTOPI. Equipment is not subject to a rent-to-own contract and will be returned to OCTOPI on termination of this Agreement for any reason whatsoever, unless the Customer has purchased the Equipment from OCTOPI.
- 4.2.** All risk in and to the Equipment shall pass to the Customer upon delivery thereof to the Customer shall take reasonable steps to avoid damage to the Equipment and the Customer Premises where the Equipment is installed.
- 4.3.** The Service Equipment will be provisioned with a standard configuration in respect of the ordered Service.
- 4.4.** In the event of failure of the Service Equipment, OCTOPI will repair or replace (at its discretion) the Service Equipment where such failure is covered by the warranty of the original equipment manufacturer. Where the Service Equipment is replaced, you must return the original Service Equipment to OCTOPI
- 4.5.** You accept liability for any costs incurred by OCTOPI as a result of repair or replacement of Service Equipment where the Service Equipment failure was caused by your use, misuse or changes to the Service Equipment, other than as previously agreed to in writing by OCTOPI.
- 4.6.** You shall be held liable for any damage or loss of any terminal equipment (router/ONT/CPE) the cost of which will be obtained directly from the Fibre operator and billed to you.
- 4.7.** Any equipment not purchased from OCTOPI is customer provided equipment. OCTOPI will not take any responsibility for support for customer provided equipment under this agreement.
- 4.8.** OCTOPI will not perform any work on customer provided equipment without an associated fee. This service will be quoted.

5. OCTOPI'S OBLIGATIONS

- 5.1.** In performing its obligations under the Agreement, OCTOPI will at all times exercise the reasonable skill and care of a competent provider of internet-related services.
- 5.2.** OCTOPI will use reasonable endeavours to ensure that each Service will conform to its service terms.
- 5.3.** With respect to the provision of a Service or otherwise, except as expressly set out in the Agreement, all warranties, representations or undertakings, are excluded.

6. CHARGES AND PAYMENT TERMS

- 6.1.** You will pay the Charges to OCTOPI in accordance with this clause.
- 6.2.** All charges, unless otherwise stated in the Solution Cost clause, are inclusive of Value Added Tax, which shall be borne and paid for by the Customer together with the Charges in question.
- 6.3.** Charges will accrue from the Billing Start Date and will be invoiced by OCTOPI for:
 - 6.3.1.** Connection Charges: including all the installation cost associated with connection of the Services;
 - 6.3.2.** Monthly Recurring Charge is a charge for permitting the Customer continued access to the Services and the Customer will be liable for each and every Monthly Access Charge irrespective if the Service was used or not;
 - 6.3.3.** Billing start date will commence the day that your internet is active.
- 6.4.** OCTOPI shall be entitled to adjust the Charges on an annual basis. The adjustment shall be in line with any Change in the Consumer Price Index ("CPI for service") as published by Statistics South Africa in publication P0141 or its replacement from time to time.
- 6.5.** Any invoice for Charges will be due on issue of the invoice and must be paid by way of a debit order against the account details provided by you in the Authority and Mandate.
- 6.6.** The initial debit order will be for any Connectivity Charges, pro-rata of your first month.
- 6.7.** In the event that a debit order is not honoured, interest shall accrue on any overdue invoice from the due date until payment at a rate of 2% per month.
- 6.8.** Where a debit order is returned for whatever reason, you will be charged a R115 penalty. Should the outstanding amount remain unpaid after 7 days from the date of debit order, then OCTOPI will suspend your Services.
- 6.9.** OCTOPI may immediately suspend the supply of Services to you if you commit any act of insolvency.
- 6.10.** If Services are suspended in accordance with clause 6.9, the full outstanding balance becomes due and payable immediately including the cancellation notice period.
- 6.11.** If overdue amounts are paid in full, Services may be re-activated.
- 6.12.** If you wish to dispute any invoice or part of an invoice falling due you must deliver a notice in writing to accounts@OCTOPISmart.co.za setting out the nature of the dispute, including:
 - 6.12.1.** date and number of disputed invoice;
 - 6.12.2.** amount in dispute;
 - 6.12.3.** reason for dispute; and
 - 6.12.4.** supporting documentation, as appropriate.
- 6.13.** The Customer shall not for any reason whatsoever withhold payment of Charges and the Customer accepts responsibility to ensure that the banking details provided to OCTOPI are at all times current and correct.
- 6.14.** Fibre lines that have been suspended for non-payment will be cancelled with the Provider after 30 days, and you shall be notified thereof beforehand. Any reactivation after this 30-day period is at a fee of R999.
- 6.15.** In the event of any non-payment in excess of 30 days, in addition to negatively listing your details with any credit bureau, OCTOPI may submit such overdue amount for collection. Any and all costs incurred as such will be for your account.
- 6.16.** OCTOPI will not perform any work on customer provided equipment without an associated fee. This service will be quoted.

7. YOUR OBLIGATIONS

- 7.1.** You will provide OCTOPI with such facilities and information as OCTOPI may reasonably require to enable it to perform its obligations or exercise its rights under the Agreement.
- 7.2.** You warrant and undertake that you will:
 - 7.2.1.** use the Service Equipment only for the purpose of receiving the Service;
 - 7.2.2.** not move, modify, relocate or in any way interfere with the Service Equipment;
 - 7.2.3.** insure and keep insured all Service Equipment installed at the Customer Site against theft and damage;
 - 7.2.4.** comply with all relevant legislation and regulations and all instructions issued by any governmental authority or by OCTOPI regarding the use of services;
 - 7.2.5.** not act or omit to act, or allow other to do so, in any way likely to damage, disrupt or interfere with the System or to injure or damage any person or property or to cause the quality of the Services to be impaired or interrupted in any manner whatsoever;
 - 7.2.6.** advise the landlord of the Customer's premises that ownership of the Equipment vests in OCTOPI. The Customer will advise OCTOPI of the full name and address of its landlord.

8. SERVICE SUSPENSION

- 8.1.** At its sole discretion and without prejudice to any right which it might have to terminate a Service and/or this Agreement, OCTOPI may elect to immediately suspend the provision of a Service (or part thereof) if it:
- 8.1.1.** has reasonable grounds to consider it is entitled to terminate the Service and/or this Agreement for reasons set out in clause 9;
 - 8.1.2.** is obliged to comply with an order, instruction or request of a court, government agency, emergency service or other administrative or regulatory authority;
 - 8.1.3.** needs to carry out Emergency Works to the Network or Service Equipment;
 - 8.1.4.** has reasonable grounds to consider that the Service is being used fraudulently or illegally or in violation of its Acceptable and/or Fair Use Policies.
- 8.2.** If OCTOPI exercises its right to suspend the Service (or part thereof) pursuant to 8.1.2 or 8.1.3 it will, whenever reasonably practicable, give prior notice of such suspension to you, setting out the reasons for the suspension and the expected duration. OCTOPI will use all reasonable endeavours to resume the Service as soon as is practically possible.
- 8.3.** If the Service (or part thereof) is suspended as a consequence of your breach, fault, act or omission, you shall pay to OCTOPI all reasonable costs and expenses incurred by the implementation of such suspension and/or recommencement of the provision of the Service.
- 8.4.** OCTOPI will not be liable for any loss, damage or inconvenience suffered by you as a result of any suspension made pursuant to clause 8.1, except to the extent that such suspension is made pursuant to clause 8.1.3 and for reasons which are solely and directly attributable to the negligence of OCTOPI and then only to the maximum amount of Charges that would otherwise have been charged for the duration of the suspension.

9. TERMINATION

- 9.1. BEFORE ACTIVATION** If the Customer terminates any fibre line order prior to it being activated by OCTOPI or prevents OCTOPI from activating the fibre line after it has been ordered, then the Customer shall be liable to OCTOPI for any connection charges and other installation charges that is liable to pay the network operator.
- 9.2. AFTER ACTIVATION** Should this Agreement be terminated prior to the expiry of the Initial Period/Agreement Period for any reason what so ever, then OCTOPI shall inter alia have the right to claim all charges payable for the Initial Period/Agreement Period and all connection charges applicable not paid in advance. The Customer shall return the equipment to OCTOPI, unless the Customer has purchased the equipment from OCTOPI.
- 9.3.** To downgrade any service package (changing the existing package to a lower-cost package), the Customer must provide notice to this effect on or before the 20th of the month to be effective from the 1st day of the following month, otherwise the customer will be charged the existing package.
- 9.4.** Either Party may terminate this Agreement (or the relevant Connectivity Service Level Agreement):
- 9.4.1.** at any time by giving OCTOPI one (1) FULL calendar months' notice (not 30 days). All cancellation requests must be sent to cancellations@OCTOPismart.co.za. Our operations team will process the request and will email confirmation of cancellation acceptance;
 - 9.4.2.** immediately by notice if the other Party has committed a material breach which is incapable of remedy;
 - 9.4.3.** immediately by notice if the other Party has committed a material breach capable of remedy, but which it fails to remedy within 7 (seven) days of having been notified of such breach;
 - 9.4.4.** immediately by notice if, in relation to that service, a Force Majeure Event subsists for a continuous period exceeding two (2) months; or
- 9.5.** OCTOPI may terminate this Agreement (or the relevant Connectivity Service Level Agreement) without notice if Customer fails to make any payment within 30 days of the amount becoming due.

10. FORCE MAJEURE

Notwithstanding anything herein to the contrary, neither Party shall be liable to the other for any delay, failure in performance of any part of this Agreement (other than for payment obligations as set out herein) or damages suffered to the extent that such delay or failure is attributable to a Force Majeure Event.

11. INTELLECTUAL PROPERTY

You acknowledge that any and all patents, registered and unregistered designs, copyrights, trademarks and all other intellectual property rights whatsoever and wherever enforceable, which are used in connection with the Service and/or Service Equipment, will remain the sole property of OCTOPI, its contractors or suppliers.

12. CUSTOMER DATA AND PRIVACY

- 12.1.** You acknowledge that OCTOPI and our respective subcontractors will, by virtue of the provision of services, come into possession of Customer Data.
- 12.2.** OCTOPI has implemented and maintains appropriate technical and organisational measures to protect Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against other unlawful forms of processing.
- 12.3.** OCTOPI and its respective subcontractors may use or process Customer Data:
- 12.3.1.** in connection with the provision of Services;
 - 12.3.2.** to incorporate Customer Data into databases controlled by OCTOPI for the purpose of administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, market and customer-use analysis; and
 - 12.3.3.** to communicate to you by voice, letter, fax or email regarding products and services of OCTOPI.
- 12.4.** You may withdraw consent for the use, processing or transfer of Customer Data as set out above by sending a written notice to OCTOPI to such effect, unless it is required to:
- 12.4.1.** provision, manage account and bill for the Services;
 - 12.4.2.** carry out fraud detection; or
 - 12.4.3.** comply with any statutory obligation, regulatory requirement or court or other public authority order.

13. PASSWORDS

- 13.1.** You are responsible for maintaining the confidentiality of your password(s). In the event of a breach of security through your account, you will be liable for any unauthorised use of the Services, including any resultant damages resulting, until you notify OCTOPI.
- 13.2.** The responsibility of all passwords and other related sensitive information is assumed by you, should any additional fee's arise from resource consumption due to poor credentials (such as, but not limited to blank passwords or "test" accounts) no fault shall be levied on OCTOPI.

14. GENERAL

- 14.1.** No Waiver: Failure or delay by either Party to exercise or enforce any right or benefit conferred by the Agreement shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.
- 14.2.** Variation: This Agreement (or any part thereof) shall be modified only by the written agreement of the Parties.
- 14.3.** Entire Agreement: The Agreement (being these General Terms and all terms under active Connectivity Service Contract Forms) sets out the entire agreement between OCTOPI and you, superseding all prior or contemporaneous representations, agreements or understandings concerning the subject matter addressed herein
- 14.4.** Survival: Termination of this Agreement shall not affect a clause that necessarily or by its context requires survival of these General Terms.

15. PROTECTION OF PERSONAL INFORMATION

- 15.1.** In accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA"), OCTOPI requires the consent of the Customer to process all personal information as defined within POPIA ("Personal Information").
- 15.2.** As such, the Customer expressly consents and agrees that OCTOPI may:
- 15.2.1.** make enquiries to confirm and verify any Personal Information provided by the Customer and generally make whatever enquiries OCTOPI deems necessary from any source whatsoever;
 - 15.2.2.** request Personal Information relating to the Customer from any credit bureau;
 - 15.2.3.** process the Customer's Personal Information for purposes of providing the services provided in terms of this Agreement;
 - 15.2.4.** process and disclose the Customer's Personal Information for purposes of the prevention, detection and reporting of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities;
 - 15.2.5.** process and report on the Customer's Personal Information to comply with an obligation imposed by any applicable laws;
 - 15.2.6.** utilise automated decision processes to facilitate the generation of credit score cards for the purposes of determining the creditworthiness of the Customer and retain and utilise records of information pertinent to the Customer's ongoing creditworthiness;
 - 15.2.7.** provide the Customer's Personal Information to OCTOPI's cessionary/ies, subsidiaries and associated entities and group companies for purposes of marketing and referring potential business opportunities within OCTOPI's associated group of companies;
 - 15.2.8.** process and disclose the Personal Information to any person providing services to OCTOPI's or representative or agent of OCTOPI; and
 - 15.2.9.** process and disclose the Personal Information to any financier, cessionary or person that may take cession of the Agreement with the Customer.
- 15.3.** The Customer has the right to access its Personal Information held by OCTOPI and the Customer shall be granted access during office hours within a reasonable time after receiving a written request for access.