

Terms of Service

Effective Date: September 2025

Company Name: Softy Comp (Pty) Ltd

Website: www.softycomp.co.za

Contact Email: eftservices@softycomp.co.za

1. Acceptance of Terms

By registering for, accessing, or using any of our services, including onboarding through WhatsApp Embedded Signup, you (“Client”, “you”, or “your”) agree to be bound by these Terms of Service (“Terms”) and our Privacy Policy.

If you do not agree with these Terms, you may not use our services.

2. Description of Services

Softy Comp (Pty) Ltd provides a messaging service platform that enables businesses to send and receive WhatsApp messages using their **WhatsApp Business Account**, which is linked via **WhatsApp Embedded Signup**. We facilitate the integration with Meta’s WhatsApp Business API and offer message delivery, account setup, and support services.

3. Client Responsibilities

As a client using our services, you agree to:

- Use the WhatsApp Business Platform in compliance with all applicable laws, regulations, and WhatsApp’s Business and Commerce Policies
 - Ensure that all end-user communications comply with Meta’s WhatsApp Terms of Service and privacy requirements
 - Obtain appropriate consent from your customers before sending them WhatsApp messages
 - Provide accurate and complete information during onboarding and maintain updated business details
 - Keep your account credentials and access tokens secure
 - Cooperate with any compliance requests or audits from [Your Company Name], Meta, or regulatory authorities
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4. Our Role

Softy Comp (Pty) Ltd acts as a service provider and messaging facilitator. We do **not** own or control the customer data you send via WhatsApp. We process this data only on your behalf and in accordance with our Privacy Policy and applicable data protection laws.

We may provide access to our platform, dashboards, reporting tools, and technical support as part of the service.

5. Prohibited Activities

You may not use our services to:

- Send unsolicited messages (“spam”) or harass, abuse, or threaten individuals
- Promote illegal products, services, or content
- Transmit harmful code, malware, or phishing links
- Interfere with or disrupt our systems or infrastructure
- Violate any laws or regulations, including data privacy and consumer protection laws

Any breach of this section may result in immediate suspension or termination of your access.

6. Fees and Payment

Fees for our services will be outlined in a separate agreement, order form, or service plan. By using our services, you agree to:

- Pay all applicable fees in full and on time
- Be responsible for any applicable taxes
- Allow us to suspend or limit service for non-payment

Additional fees may be charged by WhatsApp (Meta) for message delivery or template usage; such fees are subject to their separate billing policies.

7. Data Protection and POPIA Compliance

We comply with the **Protection of Personal Information Act (POPIA)** of South Africa. As the data controller, you are responsible for ensuring that all customer data is collected and processed lawfully.

We process personal data strictly in accordance with your instructions and take reasonable security measures to protect such data, as detailed in our Privacy Policy.

8. Intellectual Property

All intellectual property rights related to our services, including software, systems, documentation, and trademarks, remain the property of Softy Comp (Pty) Ltd or our licensors. You may not copy, modify, distribute, or reverse-engineer any part of our platform or services.

9. Limitation of Liability

To the fullest extent permitted by law, Softy Comp (Pty) Ltd shall not be liable for:

- Indirect, incidental, or consequential damages
- Loss of business, revenue, or data
- Service interruptions or delays caused by third parties (e.g., WhatsApp, Meta, hosting providers)

Our total liability in any circumstance is limited to the amount you paid us in the 3 months prior to the claim.

10. Indemnification

You agree to indemnify and hold harmless Softy Comp (Pty) Ltd, its directors, employees, and affiliates from any claims, damages, liabilities, or legal fees arising out of:

- Your use of the services
 - Any breach of these Terms
 - Any violation of applicable laws or third-party rights (including data subjects)
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11. Termination

We reserve the right to suspend or terminate your access to our services at any time if:

- You breach these Terms
- You misuse the WhatsApp Business Platform
- Required by Meta, law enforcement, or regulators

You may terminate the service at any time with written notice. Upon termination, you must stop using our services and delete any related data as required by law.

12. Modifications to Terms

We may update these Terms from time to time. Changes will be posted on this page with a revised "Effective Date." Continued use of the services after any changes constitutes acceptance of the revised Terms.

13. Governing Law and Jurisdiction

These Terms are governed by the laws of the **Republic of South Africa**. Any disputes shall be subject to the exclusive jurisdiction of the courts of South Africa.

14. Contact Us

If you have any questions or concerns about these Terms, please contact us at:

Softy Comp (Pty) Ltd

Email: eftservices@softycomp.co.za

Website: www.softycomp.co.za

Summary

By using our services, you acknowledge that:

- You are using WhatsApp Business messaging in accordance with Meta's and our policies
- You are responsible for your customer communications and data compliance
- Softy Comp (Pty) Ltd provides the platform and facilitation services