

Merchant EULA

1. Scope of Service

Keychat provides a direct channel on WhatsApp for your customers to order, communicate, and engage with your business.

- **Customer Journey:** Customers receive a persistent, authenticated web-link via WhatsApp to browse menus, manage carts, and checkout.
- **Manual Setup:** During our current rollout phase, the Keychat team manually configures your menus, automations, and integrations to ensure a controlled and high-quality setup.
- **Fulfillment:** You are solely responsible for the preparation and delivery of orders placed through the platform.

2. Fees and Commissions

Our revenue model is designed to align with your success.

- **Commission:** Keychat charges a **5% commission** on every successful order.
- **Fee Caps:** To protect your margins, this commission is clamped at a minimum of **R5** and a maximum of **R25** per order.
- **Payment Processing:** Transactions are processed via **Paystack**. You are responsible for any standard transaction fees charged by the payment gateway.

3. Data Ownership and POPIA

A core value proposition of Keychat is that **you own your customer data**.

- **Direct Relationship:** Unlike 30% commission platforms, Keychat provides you with full customer insights and the ability to reach your regulars directly.
- **Compliance:** As the "Responsible Party" under the **Protection of Personal Information Act (POPIA)**, you agree to use customer data (including phone numbers and order history) only for legitimate business purposes and to honor "opt-out" requests from marketing campaigns.

4. Automation and Marketing

- **Workflows:** We utilize BullMQ-based automations for welcome flows, order confirmations, and re-engagement campaigns.
- **Bulk Messaging:** You may use the platform for bulk messaging to your contacts, provided such messaging complies with South African anti-spam laws and WhatsApp's Business Policy.

5. POS Integration and Future State

- **Current Phase:** While setup is currently manual, our goal is to prove ROI and reduce friction for your business.
- **Ideal State:** We are moving toward full POS integration so that orders flow directly into your existing systems. You agree to cooperate with the Keychat team during any such integration processes.

6. Termination

- **Cancellation:** You may terminate your use of Keychat at any time by providing 30 days' written notice.
- **Effect of Termination:** Upon termination, you will retain access to your historical customer data, but the WhatsApp ordering interface will be deactivated.

7. Limitation of Liability

Keychat is a technology provider. We are not liable for any loss of revenue, indirect damages, or disputes between you and your customers regarding food quality or delivery.