

Easy Systems

Terms of Use / Terms of Service

Easy Systems / EasyQuote / EasyWhats software and technology services

Legal entity	Kinsey Computers CC t/a Easy Systems
Registration number	2002/017533/23
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1. Introduction

These Terms of Use / Terms of Service ("Terms") govern access to and use of the software, websites, portals, dashboards, APIs, webhook endpoints, integrations, messaging services, lead-ingestion services, support services and related technology services supplied by Easy Systems / EasyQuote, including EasyWhats where applicable (collectively, the "Service").

Easy Systems is the trading name of Kinsey Computers CC, registration number 2002/017533/23.

By accessing or using the Service, the Customer, being the business, dealership, organisation or other entity that contracts with or uses the Service agrees to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Service.

2. Definitions and parties

"Easy Systems", "EasyQuote", "EasyWhats", "we", "us" or "our" means Kinsey Computers CC t/a Easy Systems, including its EasyQuote, EasyWhats and related software, websites, portals, applications, APIs, integrations, hosting, support and technology services.

"Customer", "Client", "you" or "your" means the business, dealership, organisation, company, close corporation, sole proprietor or other entity that contracts with, subscribes to, pays for, accesses or uses the Service supplied by Easy Systems. A Customer is Easy Systems' direct commercial customer, not necessarily the individual whose details are processed through the software.

"Authorised User" means any employee, contractor, agent, representative, administrator, salesperson, manager or other person whom Customer authorises to access or use the Service on Customer's behalf. Customer is responsible for all Authorised Users and for all activity under their accounts or credentials.

"End User" means any individual or entity whose information is collected, captured, uploaded, stored, sent, received, viewed, updated, exported or otherwise processed by or on behalf of a Customer through the Service. End Users may include a dealership's own customers, prospective customers, leads, WhatsApp contacts, Facebook leads, vehicle buyers, service customers, suppliers, staff members, website visitors or other data subjects. An End User is not automatically Easy Systems' customer merely because their information is processed through the Service.

"Customer Data" means all data, content, records, leads, messages, attachments, personal information, files, documents, instructions, templates, contact lists, user information, logs or other information submitted to, transmitted through, stored in, generated by or processed through the Service by or on behalf of Customer, including End User personal information.

"Easy Systems Data" means information that Easy Systems processes for its own business purposes, such as website enquiries, demo requests, sales enquiries, Customer account administration, billing, support, security, compliance, marketing, product improvement and supplier administration.

"Meta Platforms" means Meta Platforms, Inc. and its affiliates, including WhatsApp, Facebook, the WhatsApp Business Platform, Facebook Lead Ads, Facebook Login for Business and Graph API.

"POPIA" means the Protection of Personal Information Act, 4 of 2013 of the Republic of South Africa, as amended.

"Third-Party Services" means any external service, platform, provider, application, API, hosting provider, communication provider, telecommunications provider, accounting platform, messaging provider or integration used with or connected to the Service.

3. Authority to accept

If you access or use the Service on behalf of a company, close corporation, dealership, partnership, trust or other legal entity, you warrant that you have authority to bind that entity to these Terms. If you do not have such authority, you must not access or use the Service.

4. Easy Systems / EasyQuote as software provider

Easy Systems / EasyQuote provides software, hosting, integration, automation, messaging, CRM, lead-management, dealership-management and related technology services to Customers.

Easy Systems / EasyQuote acts as a software and technology service provider. It does not control, supervise, approve, verify or manage the day-to-day business conduct of Customer, Customer staff, Customer contractors or Customer users.

Customer remains solely responsible for how it uses the Service in its own business, including all data it captures, uploads, stores, processes, sends, receives, shares, exports, deletes or otherwise handles using the Service.

5. Customer responsibility and misuse of the software

Customer is solely responsible for ensuring that its own staff, contractors, agents, users and representatives comply with these Terms, all applicable laws, POPIA, direct-marketing laws, consumer-protection laws, platform rules, Third-Party Service terms and all consent, opt-in and opt-out requirements.

Easy Systems / EasyQuote cannot guarantee, monitor or prevent every possible misuse of the Service by customers or users. Customer must not use the Service for any unlawful, fraudulent, misleading, abusive, unauthorised, harmful, spam-related, discriminatory, harassing or non-compliant purpose.

To the maximum extent permitted by law, Easy Systems / EasyQuote shall not be responsible or liable for any illegal, unlawful, unauthorised, negligent, fraudulent, misleading, abusive or non-compliant act or omission of any Customer, dealership, business, user, employee, contractor, agent or third party using or accessing the Service.

6. Access, accounts and security

Customer must obtain authorised credentials or access approval from Easy Systems before using the Service.

Customer is responsible for safeguarding all credentials and for all activity occurring under its accounts, credentials, API keys, webhook secrets, user logins or other access mechanisms.

Customer must maintain appropriate security controls, including strong passwords, role-based access control, prompt removal of access for former staff, secure storage of credentials, endpoint security and prompt notification to Easy Systems of actual or suspected unauthorised access.

Easy Systems / EasyQuote is not liable for loss or damage arising from compromised Customer devices, shared passwords, staff negligence, unauthorised users, weak internal controls, malware on Customer systems, or failure by Customer to manage user access properly.

7. Acceptable use

Customer must not, and must not permit any third party to:

- send unsolicited, unauthorised, unlawful or non-compliant commercial messages;
- send unlawful, deceptive, harmful, threatening, harassing, defamatory, obscene, discriminatory or otherwise objectionable content;
- breach POPIA, direct-marketing rules, consumer-protection laws, telecommunications rules, Meta Platforms policies or any Third-Party Service terms;
- interfere with, compromise, reverse engineer, scrape, overload, disrupt or misuse the Service;
- process special personal information or children's personal information unless expressly agreed in writing and lawful;

- upload malicious code, attempt unauthorised access, bypass security controls or test vulnerabilities without written approval;
- use the Service in a way that may damage Easy Systems' systems, reputation, legal position, infrastructure, customers or Third-Party Service relationships.

8. Customer content, recipients, consent and communications

Customer is solely responsible for all message content, recipient selection, contact lists, opt-ins, opt-outs, templates, campaign instructions, lead handling, sales communications, quotes, documents, uploaded records and communications sent, received or processed through the Service.

Easy Systems / EasyQuote acts only as a technical intermediary and does not verify the legality, accuracy, consent status, suitability or appropriateness of any Customer instruction, content, message, recipient, lead source, template or uploaded data.

Customer is responsible for obtaining and maintaining a lawful basis for processing End User personal information and for honouring all opt-out, unsubscribe, withdrawal-of-consent and suppression requests promptly.

9. No resale, sublicensing or unauthorised use

Customer may not resell, white-label, sublicense, lease, rent, timeshare, bureau-use or otherwise make the Service available to any third party without Easy Systems' prior written consent. Access provided to Customer's employees and contractors for use on Customer's behalf is permitted, provided they are bound by confidentiality and security obligations at least as protective as these Terms.

10. Fair use and usage limits

The Service may be provided on a fair-use basis. Easy Systems may apply reasonable rate limits, storage limits, message-volume limits, API limits, technical controls or other controls to protect stability, security, cost management, platform compliance and other customers.

Easy Systems may restrict or suspend access where Customer's usage is abusive, automated beyond agreed limits, involves scraping, mass messaging, excessive load, spam patterns or otherwise materially affects the Service, Third-Party Services or other customers.

11. Customer Data, privacy and POPIA roles

Customer is generally the responsible party / data controller for Customer Data and End User personal information processed through the Service for Customer's own business purposes. Easy Systems / EasyQuote generally acts as Customer's operator / data processor when processing such information on Customer's behalf.

Where Easy Systems collects personal information for its own purposes, such as website enquiries, billing, customer administration, support, security, analytics or service improvement, Easy Systems may act as a responsible party in respect of that processing.

Customer is responsible for ensuring that it has a lawful basis to collect, store, use, disclose, send, receive and otherwise process all Customer Data and End User personal information through the Service.

12. Operator obligations and incident handling

Where Easy Systems acts as operator under POPIA, it will process Customer Data only with the knowledge or authorisation of Customer, treat Customer Data as confidential, implement reasonable technical and organisational security measures and notify Customer as soon as reasonably practicable after becoming aware of a confirmed security compromise affecting Customer Data under Easy Systems' control.

Customer remains responsible for assessing incidents and for making any notifications to the Information Regulator and affected data subjects where required by POPIA, except where the law requires Easy Systems to notify directly.

13. Data retention and deletion

Deletion or correction requests relating to Customer Data should be submitted to Easy Systems through the agreed support or privacy contact channel. Easy Systems will review and action valid requests within a reasonable period, subject to legal, contractual, technical and operational requirements.

Easy Systems may retain backup copies, logs, audit records, billing records, security records, system records and records required for legal, security, accounting, dispute-resolution, fraud-prevention, audit or operational purposes for a reasonable period after deletion, cancellation or termination.

14. Confidentiality

Each party may receive confidential information from the other in connection with the Service. Each party must keep the other party's confidential information secret, use it only for the purposes of the Service, disclose it only to personnel who need to know and not copy, publish, reverse engineer, misuse or exploit it.

Customer must not disclose, copy, publish, reverse engineer, misuse or make available to any third party any non-public information relating to the Service, including credentials, APIs, documentation, pricing, technical processes, integration methods, security information, product design, architecture or support information.

15. Intellectual property

Easy Systems and its licensors retain all rights, title and interest in and to the Service, including all related software, source code, object code, documentation, dashboards, designs, workflows, databases, trade marks, know-how, processes and intellectual property.

Customer retains rights in Customer Data. Customer grants Easy Systems a non-exclusive, royalty-free, worldwide licence to host, copy, transmit, display, process and otherwise use Customer Data solely as reasonably required to provide, support, secure, maintain and improve the Service and to comply with law.

No rights are granted to Customer in the Service except as expressly set out in these Terms or a separate written agreement.

16. Third-party services and platform dependency

The Service may integrate with or depend on Third-Party Services, including Meta Platforms, WhatsApp, Facebook, telecommunications providers, hosting providers, cloud providers, email/SMS providers, accounting systems and other external systems. Customer's use of those platforms may be governed by their own terms and policies.

Easy Systems / EasyQuote is not responsible for any acts, omissions, outages, suspensions, restrictions, pricing changes, policy changes, API changes, throttling, delivery failures, quality-rating reductions, template rejections, phone-number bans, account limitations or other actions by Meta Platforms, WhatsApp, Facebook or any other Third-Party Service provider.

17. No guarantee of lead, message or service delivery

Easy Systems / EasyQuote does not guarantee that any lead, message, webhook, notification, attachment, template, reply, quote, document, API call, communication, integration event or data transfer will be delivered, received, processed, ingested, displayed, stored, exported or actioned within any particular time, or at all.

Customer must maintain alternative procedures and communication channels for critical business processes and must not rely on the Service as its sole method of communication or recordkeeping where loss, delay or non-delivery could cause material harm.

18. No emergency or safety-critical use

The Service is not designed for emergency, safety-critical, medical, security, legal-deadline or time-critical communications. Customer must not rely on the Service as its sole method of communication for urgent or critical matters.

19. Service levels and support

No uptime guarantee, response-time commitment, support commitment, data-recovery commitment or service level applies unless expressly set out in a separate written service-level agreement signed or formally accepted by Easy Systems. Support is provided on a reasonable-efforts basis unless otherwise agreed in writing.

20. Beta, trial, free or discretionary use

Where the Service is made available on a beta, pilot, trial, evaluation, free, discounted or discretionary basis, it is provided "as is" with no warranty, no service level and no ongoing support commitment. Easy Systems may modify, suspend, restrict or withdraw such access at any time without notice or liability.

21. Audit logs and abuse monitoring

Easy Systems may collect and retain logs and metadata relating to use of the Service, including request timing, request volumes, identifiers, error codes, IP addresses, device/browser information, delivery status, integration status, user activity and similar operational data.

Such records may be used for security, compliance, troubleshooting, capacity planning, fraud prevention, abuse monitoring, billing, audit, support, legal defence and service improvement, and may be shared where required by law, platform policy or a valid legal process.

22. Customer cooperation

Customer must cooperate, promptly and at its own cost, with Easy Systems' reasonable requests relating to suspected misuse, security incidents, POPIA incidents, abuse complaints, Third-Party Service reviews, audits, compliance enquiries, support diagnostics, data-subject requests and any matter reasonably necessary to operate, secure, investigate or defend the Service.

23. Fees, non-payment and recovery costs

Fees, payment terms and commercial arrangements are set out in a separate written or electronic agreement, invoice, quotation, order form or other commercial arrangement between Customer and Easy Systems.

Easy Systems may suspend, restrict or terminate the Service for non-payment, failed debit order, expired payment method, disputed charges or overdue amounts. Customer is liable for all reasonable collection costs, legal costs on the attorney-and-own-client scale, tracing costs, bank charges and interest at the prevailing prescribed rate in respect of overdue amounts.

24. Warranties and disclaimers

The Service is provided "as is" and "as available" without warranty of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, accuracy, availability, security, uninterrupted operation, compatibility, data integrity or non-infringement.

Easy Systems does not warrant that the Service will be uninterrupted, error-free, secure, free of malicious code, compatible with all systems, or that defects will be corrected.

25. Limitation of liability

To the maximum extent permitted by applicable law, Easy Systems / EasyQuote shall not be liable for any indirect, incidental, special, consequential, punitive or exemplary damages, or any loss of profits, revenue, data, business opportunities, leads, sales, goodwill, anticipated savings or reputation arising out of or in connection with these Terms or the Service.

Easy Systems' total aggregate liability arising out of or in connection with the Service in any twelve-month period shall not exceed the greater of: (a) the fees actually paid by Customer to Easy Systems for the affected Service in the twelve months immediately preceding the event giving rise to the claim; or (b) R10,000.00.

Nothing in these Terms is intended to exclude or limit any right that cannot lawfully be excluded or limited. Any limitation applies only to the maximum extent permitted by law.

26. Indemnity

Customer indemnifies and holds harmless Easy Systems / EasyQuote, Kinsey Computers CC, its members, employees, contractors, suppliers and service providers against any claim, loss, damage, penalty, fine, complaint, investigation, legal cost, regulatory action or third-party claim arising from or relating to Customer's use or misuse of the Service, Customer's breach of these Terms, Customer's breach of law or platform rules, Customer's failure to obtain

consent or honour opt-outs, Customer-generated content, messages, leads, records, campaigns or communications, or unlawful, fraudulent, misleading or unauthorised acts by Customer or its users.

27. Force majeure

Easy Systems shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including denial-of-service attacks, cyberattacks, upstream provider failures, Meta Platform outages or changes, telecommunications failures, power failures, hosting or cloud-provider outages, internet failures, cable breaks, strikes, labour disputes, natural disasters, pandemics, government action, war, civil unrest, regulatory action or other force majeure events.

28. Suspension and termination

Easy Systems may immediately suspend, restrict or terminate access to the Service, in whole or in part, without liability, where Easy Systems reasonably believes that Customer's use may breach these Terms, applicable law, POPIA, direct-marketing rules, consumer-protection laws, Third-Party Service terms, Meta policy, security requirements or payment obligations, or may expose Easy Systems, other customers, End Users or third parties to risk, harm, liability, reputational damage, spam complaints, investigation, service disruption or legal exposure.

Either party may terminate access on written notice unless a separate commercial agreement provides otherwise. Sections that by their nature should survive termination, including intellectual property, confidentiality, data retention, audit logs, limitation of liability, indemnity, governing law and dispute resolution, survive termination.

29. Changes to these Terms

Easy Systems / EasyQuote may update, amend or replace these Terms from time to time to reflect changes in its services, software, legal obligations, business operations, risk profile, Third-Party Services, pricing, policies or security requirements.

Updated Terms will be published on the relevant Easy Systems / EasyQuote website, portal or application, or otherwise made available to customers. Continued use of the Service after the updated Terms become effective will constitute acceptance of the updated Terms. If Customer does not agree to the updated Terms, Customer must stop using the Service and notify Easy Systems in writing.

30. Governing law and jurisdiction

These Terms are governed by the laws of the Republic of South Africa. The parties consent to the jurisdiction of the High Court of South Africa, KwaZulu-Natal Division, Durban, where legally permissible, in respect of any dispute arising out of or in connection with these Terms or the Service. Nothing limits Easy Systems' right to bring proceedings in any other court of competent jurisdiction.

31. Notices

Notices to Easy Systems must be sent in writing to Support@easysystems.co.za or by registered post to Easy Systems / Kinsey Computers CC, 2 Old Main Rd, Clifton Park, Gillitts, 3610, unless Easy Systems publishes or agrees another notice address.

32. Entire agreement and order of precedence

These Terms, together with the applicable Privacy Policy, any Data Processing Addendum, service-specific addendum, commercial agreement, quotation, order form or signed agreement, constitute the entire agreement between Easy Systems and Customer in respect of the Service and supersede prior communications on the same subject.

If there is a conflict, a signed commercial agreement or service-specific addendum will prevail to the extent of the conflict, followed by these Terms, followed by the general Privacy Policy, unless otherwise expressly stated.

33. Severability

If any provision of these Terms is found invalid, unlawful or unenforceable, the remaining provisions remain in force. The invalid provision will be interpreted or modified to the minimum extent necessary to make it lawful and enforceable while preserving the parties' commercial intention.