

**DIGI-TALK**

# **Terms of Service**

Effective Date: April 2026

Last Updated: April 2026

Governing Law: People's Republic of Bangladesh

Contact: [support@digj-talk.com](mailto:support@digj-talk.com)

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## 1. Agreement to These Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User", "you", "your") and digi-talk ("digi-talk", "we", "us", "our"), governing your access to and use of the digi-talk platform and all associated services (collectively, the "Service").

By accessing, registering for, or using the Service — including by clicking "Get Started", "Login", or any similar button, or by otherwise using any feature of the Service — you confirm that you have read, understood, and agree to be bound by these Terms.

**If you do not agree to these Terms, you must not use the Service.**

If you accept these Terms on behalf of a business or other legal entity, you represent that you have the authority to bind that entity to these Terms.

## 2. Description of the Service

digi-talk is a Software-as-a-Service (SaaS) platform that enables Instagram Business Account holders to automate direct message (DM) responses, manage comment-triggered conversations, track sales leads, and coordinate human handoff workflows — all operating through Meta's official Instagram Graph API.

Key features include:

- Automated replies triggered by comments, story interactions, and keywords
- Lead creation, tracking, and status management
- Product catalog integration
- Human handoff queue for manual agent intervention
- Conversation history and audit logs

**digi-talk is not affiliated with, endorsed by, or sponsored by Meta Platforms, Inc., Instagram, WhatsApp, or any of their subsidiaries.** All Instagram functionality operates through Meta's officially approved Graph API. digi-talk is not a browser bot, screen-scraper, or unofficial automation tool. All message delivery occurs through Meta's official endpoints.

The Service is currently in early access. Features, pricing, and availability may change.

### **3. Eligibility**

To use the Service, you must:

- Be at least 18 years of age or the age of legal majority in your jurisdiction
- Have the legal capacity to enter into a binding contract under the laws of Bangladesh
- Operate a legitimate Instagram Business Account in compliance with Meta's Terms of Use and Community Standards
- Not be prohibited from using the Service by any applicable law or regulation

By using the Service, you represent and warrant that all of the above conditions are met.

### **4. Account Registration**

You must create a digi-talk account to access the Service. By registering, you agree to:

- Provide accurate, complete, and current information
- Maintain and promptly update your account information
- Keep your login credentials strictly confidential
- Notify us immediately at [support@digi-talk.com](mailto:support@digi-talk.com) if you suspect unauthorized access to your account
- Accept responsibility for all activity occurring under your account

We reserve the right to suspend or terminate accounts where information is found to be inaccurate, fraudulent, or in violation of these Terms.

### **5. Instagram Account Connection and Meta API**

To use the Service, you must connect your Instagram Business Account using Meta's OAuth authentication flow. By doing so, you:

- Authorize digi-talk to access your account data, messages, and comment activity through the Instagram Graph API, strictly within the permissions you grant
- Confirm that you are the authorized owner or administrator of the connected Instagram Business Account
- Acknowledge that digi-talk operates under Meta Platform Terms and that your use of the Service must comply with those terms at all times

- Understand that Meta may restrict, suspend, or modify API access at any time, which may affect the availability of the Service
- Accept that digi-talk is not responsible for Instagram account restrictions, bans, rate-limit enforcement, or API changes by Meta

You must not share your Instagram login credentials with digi-talk. All authentication is performed via Meta's official OAuth flow. We do not solicit, collect, or store Instagram passwords.

## **6. Acceptable Use**

You agree to use the Service only for lawful purposes and in compliance with these Terms, Meta's Platform Terms, and all applicable laws of Bangladesh, including the Cyber Security Act 2023 and the Personal Data Protection Ordinance 2025.

You must not use the Service to:

- Send spam, unsolicited bulk messages, or misleading communications to Instagram users
- Harass, abuse, threaten, or deceive any person
- Impersonate any individual, business, or organization
- Collect or misuse personal data of Instagram users in violation of applicable law
- Violate or circumvent Meta's Platform Terms, Community Standards, or API usage policies
- Distribute malware, viruses, or harmful code
- Attempt to reverse-engineer, decompile, or replicate any part of the Service
- Use the Service to promote any activity that is illegal in Bangladesh, including but not limited to: sale of drugs, controlled substances, or counterfeit goods; illegal gambling or lottery operations; money laundering or fraudulent financial schemes; human trafficking or exploitation

We reserve the right to suspend or terminate your account immediately and without prior notice if we reasonably believe you are violating this section.

## **7. Subscription, Billing, and Payments**

digi-talk is currently in early access. Pricing and billing terms will be communicated before any charges are applied.

When billing is introduced:

- Subscriptions will be billed on a recurring monthly basis unless cancelled
- Accepted payment methods will include local and international payment options, including bKash, Nagad, and major debit/credit cards, subject to availability
- Prices are subject to change with prior notice
- All fees are non-refundable except as required by law or as expressly stated in our refund policy
- Failure to pay may result in suspension of access

You are responsible for all taxes applicable to your subscription under Bangladesh law.

## **8. Intellectual Property**

All rights, title, and interest in the digi-talk platform — including its software, interface, design, automation logic, brand name, logo, and documentation — are owned by digi-talk or its licensors and are protected under applicable intellectual property law.

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your internal business purposes only.

You must not:

- Copy, modify, distribute, or create derivative works from any part of the Service
- Use the digi-talk name, logo, or branding without prior written consent
- Resell, sublicense, or commercially exploit the Service or any part of it
- Attempt to gain unauthorized access to our systems or source code

You retain ownership of all content you upload, configure, or generate through the Service, including your product catalog, keyword configurations, and conversation flows. By using the Service, you grant digi-talk a limited license to process and store such content solely to deliver the Service to you.

## **9. User Data and End-User Privacy**

When the Service sends or receives messages on your behalf via Instagram, it may process the personal data of your Instagram customers ("End Users"), such as their Instagram usernames, message content, and engagement behavior.

You are the data controller for End User data. digi-talk acts as your data processor.

You agree to:

- Maintain a publicly accessible privacy policy on your own Instagram profile or associated website that accurately describes how you use automation tools and what data is collected from your customers
- Obtain any consents required under applicable law before processing End User data
- Not use End User data for purposes beyond those disclosed to those users
- Comply with all applicable data protection obligations under the Personal Data Protection Ordinance 2025 and the Cyber Security Act 2023

digi-talk will process End User data only as necessary to deliver the Service and will not sell or share End User data with third parties for marketing purposes.

## **10. Third-Party Platforms and Services**

The Service integrates with third-party platforms including Meta's Instagram Graph API and Google Sheets. Your use of such platforms is governed by their respective terms, and digi-talk is not responsible for:

- Changes to third-party APIs, terms, or policies
- Service interruptions caused by third-party platform downtime
- Any restrictions applied by Meta to your Instagram Business Account

digi-talk does not represent, warrant, or guarantee the continued availability or compatibility of any third-party integration.

## **11. Disclaimer of Warranties**

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

We do not warrant that:

- The Service will be uninterrupted, error-free, or available at all times
- Automated messages will always be delivered or received
- The Service will meet your specific business objectives
- The Service will remain compatible with Meta's API at all times

You use the Service entirely at your own risk.

## **12. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE BANGLADESH LAW, DIGI-TALK SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE.

Our total aggregate liability to you for any claim arising under or in connection with these Terms shall not exceed the total fees paid by you to digi-talk in the three (3) months immediately preceding the event giving rise to the claim.

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded under Bangladesh law.

## **13. Indemnification**

You agree to indemnify, defend, and hold harmless digi-talk and its officers, employees, contractors, and agents from and against any claims, losses, liabilities, damages, costs, and legal fees arising from:

- Your use or misuse of the Service
- Your violation of these Terms
- Your violation of Meta's Platform Terms or Instagram's Terms of Use
- Any content, data, or automation flows you configure through the Service
- Any violation of applicable Bangladesh law, including data protection obligations

## **14. Termination**

Either party may terminate access to the Service at any time.

We may suspend or terminate your account without prior notice if:

- You materially breach these Terms
- We are required to do so by applicable law or regulatory authority
- Your use of the Service poses a risk to other users, third parties, or our systems
- You engage in conduct that violates Meta's Platform Terms

Upon termination, your right to use the Service ends immediately. We will retain your data as required by law and delete it in accordance with our data retention practices described in the Privacy Policy.

## **15. Service Changes and Availability**

We reserve the right to modify, suspend, or discontinue any part of the Service at any time, with or without notice. We will make reasonable efforts to communicate significant changes in advance. digi-talk is not liable for any loss or disruption caused by changes to or unavailability of the Service.

## **16. Modifications to These Terms**

We may update these Terms from time to time. When we do, we will revise the "Last Updated" date at the top of this document and notify you by email or through the Service. Your continued use of the Service after the effective date of any update constitutes your acceptance of the revised Terms.

## **17. Governing Law and Dispute Resolution**

These Terms are governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh, without regard to conflict of law principles.

In the event of any dispute arising from or in connection with these Terms or the Service, the parties agree to first attempt resolution through good-faith informal negotiation by contacting support@digi-talk.com.

If informal resolution fails within thirty (30) days, disputes shall be resolved by binding arbitration conducted in Dhaka, Bangladesh, in the Bengali or English language, under applicable Bangladesh arbitration law. Each party waives any right to participate in class action proceedings.

You may also have rights under applicable Bangladesh consumer protection law that cannot be waived by contract.

## **18. Severability and Entire Agreement**

If any provision of these Terms is found invalid or unenforceable by a competent court, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force.

These Terms, together with the Privacy Policy, constitute the entire agreement between you and digi-talk with respect to the Service and supersede all prior agreements or understandings.

## **19. Contact**

For legal inquiries, account concerns, or questions about these Terms:

**Email:** [support@di-gi-talk.com](mailto:support@di-gi-talk.com)

**Instagram:** [@bizzookie](https://www.instagram.com/bizzookie)