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# MENULYN REFUND POLICY

*Kenya-Focused Restaurant SaaS Billing and Refund Terms*

Effective Date: [INSERT EFFECTIVE DATE] | Version: 1.0

Company / Operator Details: [INSERT LEGAL COMPANY NAME, REGISTRATION DETAILS, ADDRESS, EMAIL, PHONE]

Published PDF URL: [https://menulyn.com/assets/documents/Menulyn\\_Refund\\_Policy\\_Kenya.pdf](https://menulyn.com/assets/documents/Menulyn_Refund_Policy_Kenya.pdf)

## Refund Policy Overview

This Refund Policy explains how Menulyn handles refund requests, payment corrections, subscription cancellations, duplicate payments, setup service charges, and billing disputes for restaurants and food-service businesses using the Menulyn platform in Kenya.

Menulyn is a restaurant SaaS platform that supports online ordering, QR menus, table booking, dine-in orders, pickup, delivery workflows, waiter and kitchen operations, customer engagement, mobile access, web dashboards, and related restaurant management tools.

By subscribing to Menulyn, requesting setup assistance, purchasing an add-on, renewing a subscription, or using any paid Menulyn service, you agree to this Refund Policy together with the Menulyn Terms of Service and any written quotation, invoice, service order, or subscription terms issued to you.

## Scope of This Policy

This policy applies to Menulyn subscription fees, assisted setup services, menu upload support, restaurant configuration, onboarding and training, custom domain assistance, payment setup, delivery workflow setup, technical support services, and other paid services provided by Menulyn or its authorized representatives.

This policy does not govern refunds between restaurants and their own customers for food orders, booking deposits, delivery charges, cancelled meals, wrong orders, delayed deliveries, or restaurant service complaints. Those customer-facing refunds remain the responsibility of the restaurant unless Menulyn has expressly agreed otherwise in writing.

## General Refund Principle

Menulyn aims to handle billing concerns fairly, transparently, and in line with applicable Kenyan law. Refunds are not automatic and are reviewed case by case based on payment records, service delivery status, account usage, technical support history, and any applicable written agreement.

A refund may be approved, declined, partially approved, credited to the customer account, or handled as a billing correction depending on the facts of the request.

## Eligibility for Refunds

Refunds may be considered only under specific verified conditions. A customer may request a refund if:

- A refund may be considered where a duplicate payment was made for the same Menulyn subscription, invoice, setup service, or add-on service.
- A refund may be considered where a payment was allocated to the wrong restaurant account, invoice, subscription period, or billing record due to a verifiable billing or administrative error.
- A refund may be considered where a paid service was not activated or delivered within the agreed setup timeframe because of a failure on Menulyn's side, after the customer has provided the required information and cooperation.
- A refund may be considered where a verified Menulyn platform issue prevented access to core paid features for a material period and the issue was not resolved within a reasonable support process.
- A refund may be considered where the paid service was materially different from the written description, quotation, invoice, or approved service scope provided before payment.

## Non-Refundable Situations

Refunds generally do not apply in the following situations:

- Subscription fees are generally non-refundable once the paid subscription period has started, the account has been activated, or the restaurant has used the service.
- Completed setup, onboarding, training, menu entry, configuration, data migration, custom domain setup, integration work, branding work, and restaurant-specific professional services are generally non-refundable once started or delivered.
- Refunds do not apply where the issue is caused by the customer's device, internet connection, browser, printer, payment provider account, staff training gap, third-party service, wrong restaurant settings, incorrect menu prices, inaccurate delivery zones, or customer-side misuse of the platform.
- Refunds do not apply where a restaurant changes its mind after activation, delays providing required setup information, stops using the service voluntarily, or fails to cancel before the next billing cycle where recurring billing applies.
- Refunds do not apply to transaction fees, payment gateway charges, bank charges, mobile money charges, currency conversion differences, SMS or communication credits already consumed, or third-party charges already incurred, unless required by law or expressly agreed in writing.

## **Subscriptions, Trials and Renewals**

Where Menulyn offers a free trial, the trial allows the restaurant to evaluate the platform before committing to a paid subscription. A trial does not guarantee that later paid subscription fees will be refundable after activation or use.

Subscriptions are billed according to the billing cycle, quotation, invoice, or plan selected by the customer. Cancellation stops future renewals where applicable, but it does not automatically refund amounts already paid for the current or previous billing period.

If a subscription is suspended for non-payment, breach of terms, misuse, or security reasons, refund eligibility will be reviewed against the Terms of Service, account history, and applicable law.

## **Assisted Setup and Professional Services**

Assisted setup services may include menu upload, restaurant profile setup, table setup, staff user setup, domain assistance, payment configuration, delivery workflow setup, training, or other onboarding support.

Because these services involve time, configuration work, and operational support, they may be non-refundable once work has started. If a service is cancelled before work begins, Menulyn may approve a full or partial refund after deducting any direct costs already incurred.

## **Restaurant Customer Refunds**

Restaurants using Menulyn remain responsible for their own customer refund policies for food orders, cancelled reservations, delivery delays, wrong menu items, unavailable meals, service complaints, customer disputes, and order fulfilment issues.

Menulyn may provide technology records such as order details, payment references, timestamps, customer details, booking records, or order status logs where available, but the restaurant is responsible for deciding and processing customer-facing refunds unless Menulyn is the merchant of record for a specific transaction.

## **Refund Request Process**

To request a refund or payment correction, contact Menulyn support through the official support channels and include the restaurant name, account email, phone number, invoice number, payment reference, payment method, payment date, amount paid, and reason for the request.

Menulyn may request additional information such as screenshots, transaction confirmations, account access records, support history, or written communication before approving or declining a refund.

Incomplete requests may take longer to review, and Menulyn may decline requests where payment or account details cannot be verified.

## **Review and Processing Timelines**

Complete refund requests are normally reviewed within 3 business days. Approved refunds are normally processed within 7 business days after approval, although the time taken for funds to reflect may depend on M-Pesa, bank, card processor, payment gateway, or other payment provider timelines.

Where a refund involves a third-party payment processor, Menulyn is not responsible for delays caused by that provider, bank, mobile money operator, card network, or customer account restrictions.

## **Refund Method**

Approved refunds for Kenyan customers are generally processed in Kenyan Shillings (KES) using the original payment method where practical, or through another verified method such as M-Pesa, bank transfer, or card reversal.

Menulyn may require confirmation that the refund recipient is authorized to receive funds on behalf of the restaurant account. Refunds will not be paid to unverified third parties.

## **Chargebacks and Payment Disputes**

If a customer raises a chargeback or payment dispute with a bank, card issuer, mobile money provider, or payment processor, Menulyn may suspend related refund processing until the dispute is resolved.

Menulyn may provide records showing subscription activation, invoice details, account usage, service delivery, support history, or customer approval to help resolve the dispute.

## **Fraud, Abuse and Misuse**

Menulyn may decline refund requests involving suspected fraud, account abuse, false claims, unauthorized chargebacks, misuse of trial accounts, violation of the Terms of Service, or attempts to obtain services without payment.

Where fraud or unlawful activity is suspected, Menulyn may suspend the account, preserve relevant records, and take action allowed under applicable Kenyan law.

## Kenya Legal and Consumer Protection Context

This policy is intended to operate in Kenya and should be read together with applicable Kenyan laws on consumer protection, electronic transactions, data protection, contracts, and payment services where relevant.

Nothing in this policy is intended to remove consumer rights or legal remedies that cannot be limited under applicable law. If any provision conflicts with mandatory Kenyan law, the lawful requirement will prevail to the extent of the conflict.

## Data Protection During Refund Reviews

Refund reviews may involve processing account details, restaurant contact information, payment references, invoice records, order logs, support communications, and technical records. Menulyn will use this information for refund review, payment verification, fraud prevention, support, compliance, and record keeping.

Personal data connected to refund requests will be handled according to the Menulyn Privacy Policy and applicable Kenyan data protection requirements.

## Policy Updates

Menulyn may update this Refund Policy from time to time to reflect changes in billing methods, payment providers, subscription structure, service delivery, legal requirements, or operational practices.

The version published on the Menulyn website is the active version unless a separately signed agreement states otherwise.

## Contact for Billing Support

For refund requests, payment corrections, duplicate payment reports, or billing questions, contact Menulyn support with the relevant payment details.

Email: [support@menulyn.com](mailto:support@menulyn.com)

Phone: +254 718 505 072

Location: Nairobi, Kenya

## Refund Questions & Answers

- When can my restaurant request a refund?

You may request a refund for duplicate payments, billing allocation errors, undelivered paid services caused by Menulyn, or verified technical issues that materially prevented use of core paid features after reasonable troubleshooting.

- Are subscription payments refundable?

Subscription payments are generally non-refundable once the paid period has started or the account has been used. Cancellation normally stops future renewals, not past or current billing periods.

- Are setup fees refundable?

Setup fees are generally non-refundable once work has started because they cover configuration, menu entry, onboarding, training, domain setup, payment setup, or other restaurant-specific services.

- Who handles customer refunds for food orders?

The restaurant is responsible for refunds to its own customers for food orders, delivery delays, wrong items, booking issues, service complaints, and other restaurant fulfilment matters unless Menulyn has expressly agreed otherwise in writing.

## Downloadable Copy

You may download a copy of this Refund Policy for your records. The Word version is provided for internal review, signing, stamping, or manual completion where required, while the PDF version is suitable for sharing or uploading as an official published copy.

## Execution / Acknowledgement

Authorized Signatory:	
Signature:	
Date:	
Company Stamp:	

Note: This document is a business policy template and should be reviewed by a qualified Kenyan lawyer before publication or execution.