

[LOGO PLACEHOLDER]

# MENULYN

## Terms of Service

Kenya-Focused SaaS Terms for Restaurant Ordering, QR Menus, Table Booking, Payments and Restaurant Operations

<b>Effective Date</b>	[Insert Effective Date]
<b>Last Updated</b>	7 June 2026
<b>Version</b>	1.0
<b>Company / Operator</b>	[Insert Legal Company Name / FortyHives Innovations Ltd if applicable]
<b>Website</b>	<a href="https://menulyn.com">https://menulyn.com</a>
<b>Support Contact</b>	[Insert support email / phone]
<b>PDF Download URL</b>	[Insert URL after uploading signed PDF]

*Internal note: Add your official logo, company details, signature, stamp and PDF URL before publishing.*

## Website PDF Download Section

**Recommended website label:** Download PDF Version

**Recommended button/link URL:** [Upload the signed PDF and insert its public URL here]

**Suggested helper text:** You may download a PDF copy of these Terms of Service for your records. The website version remains the latest public version unless a separate written agreement is signed.

## Signature and Approval Placeholder

<b>Authorized Representative</b>	[Name]
<b>Title / Position</b>	[Title]
<b>Signature</b>	_____
<b>Date</b>	_____
<b>Company Stamp / Seal</b>	[Place stamp here]

## 1. Introduction

These Terms of Service govern access to and use of Menulyn, including the website, restaurant admin panel, customer ordering pages, mobile applications, QR menu pages, table booking tools, waiter and kitchen workflows, kiosk ordering, cash register tools, custom domain services, integrations, and related support services.

By creating an account, subscribing, using a trial, managing a restaurant, adding staff users, publishing a menu, accepting orders, making a booking, placing a customer order, or otherwise using Menulyn, you agree to be bound by these Terms. If you do not agree, you should not access or use the platform.

## 2. Parties and Definitions

In these Terms, “Menulyn”, “we”, “us”, or “our” refers to the Menulyn restaurant technology platform and its operators. “Restaurant”, “merchant”, “business”, “you”, or “your” refers to a restaurant, café, hotel, food court, cloud kitchen, bakery, bar, caterer, or other food service business that uses Menulyn. “Customer” refers to a person placing an order, making a booking, browsing a menu, or interacting with a restaurant through Menulyn.

“Platform” means all Menulyn websites, apps, dashboards, APIs, QR menu pages, booking tools, ordering pages, modules, and related services. “Restaurant Content” means menus, prices, food images, descriptions, offers, restaurant details, operating hours, delivery zones, branch information, and other content uploaded or configured by a restaurant.

## 3. Kenya-Focused Legal Framework

Menulyn is offered for use in Kenya and is designed to support Kenyan restaurants and food businesses. These Terms should be read together with applicable Kenyan laws, including laws relating to contracts, electronic transactions, consumer protection, data protection, payments, taxation, licensing, and food business operations.

Restaurants remain responsible for complying with Kenyan laws and county requirements that apply to their business, including business permits, food handling obligations, tax obligations, consumer disclosures, advertising claims, delivery operations, employment matters, and any sector-specific rules that apply to their restaurant or hospitality operation.

## 4. Eligibility and Authority

You may use Menulyn only if you have legal capacity to enter into a binding agreement. If you use Menulyn on behalf of a restaurant, company, partnership, or other business, you confirm that you have authority to bind that business to these Terms.

Restaurant owners and administrators are responsible for managing staff access, assigning appropriate roles, removing inactive users, protecting passwords, and supervising activity under their account.

## 5. Account Registration and Security

You must provide accurate account, restaurant, contact, billing, and payment details. You must keep this information up to date. You are responsible for all actions taken through your account, including actions by owners, managers, cashiers, waiters, kitchen staff, branch admins, and any other users you invite or create.

You must promptly notify Menulyn if you suspect unauthorized access, credential compromise, fraudulent activity, or misuse of your account. Menulyn may suspend access where we reasonably believe an account presents a security, legal, payment, or operational risk.

## 6. Restaurant Content, Menu Accuracy and Food Information

Restaurants are solely responsible for Restaurant Content, including menu items, prices, food descriptions, product availability, images, ingredients, allergens, tax settings, discounts, offers, branch details, delivery charges, delivery zones, and operating hours.

Menulyn provides the technology used to publish and manage this information, but does not independently verify every menu, price, allergy notice, food image, or offer published by restaurants. Restaurants must ensure customer-facing information is accurate, not misleading, lawful, and updated promptly when items, prices, taxes, or availability change.

## 7. Orders, Bookings and Restaurant Fulfilment

Menulyn helps restaurants receive and manage dine-in, QR table, pickup, delivery, online, kiosk, waiter, and cashier orders. Menulyn may also help restaurants receive table bookings or booking-related deposits where enabled.

The restaurant is responsible for accepting, rejecting, preparing, packing, serving, delivering, refunding, or otherwise fulfilling orders and bookings according to its own operations, customer communication, and applicable law. Menulyn is not the food seller, food preparer, delivery provider, or restaurant operator unless expressly stated in a separate written agreement.

## 8. Customer Transactions and Consumer-Facing Duties

Restaurants must treat customers fairly and provide accurate information about menu items, pricing, charges, availability, delivery terms, cancellation rules, and expected fulfilment times. Restaurants are responsible for handling customer complaints, refunds, replacements, failed delivery issues, incorrect orders, unavailable items, food quality concerns, and reservation disputes.

Where Menulyn provides customer-facing order or booking pages, those pages are a technology channel used by the restaurant. Unless Menulyn is expressly stated as the merchant of record for a transaction, the relevant restaurant remains responsible for the underlying supply of food, drinks, hospitality services, or bookings.

## 9. Payments, Billing, Subscriptions and Taxes

Menulyn subscription fees, setup fees, assisted onboarding fees, domain-related charges, integration charges, SMS or communication charges, and any other service fees will be shown or communicated

before billing where applicable. The standard currency for Kenya may be Kenyan Shillings (KES), unless another currency is agreed or supported.

You authorize Menulyn or its approved payment processors to process payments through supported methods, including mobile money, card payments, bank transfers, or other available channels. You are responsible for all applicable taxes, levies, duties, withholding obligations, and statutory charges related to your business and use of the platform.

Menulyn does not intentionally store full card details on its own servers where third-party payment processors are used. Payment processing may be subject to the processor's own terms, settlement timelines, reversals, chargebacks, limits, fraud checks, and compliance requirements.

## 10. Free Trials, Renewals, Cancellations and Refunds

Menulyn may offer free trials, promotional pricing, or discounted access from time to time. Trial terms may vary and may be withdrawn, extended, or modified at Menulyn's discretion unless a written agreement states otherwise.

Subscriptions may renew automatically or require manual renewal depending on the billing setup. Cancellation stops future use or renewal according to the applicable plan rules, but it does not automatically erase historical billing obligations, consumed services, completed setup work, or third-party charges already incurred.

Refunds, duplicate payment corrections, failed payment handling, and service-related billing disputes are handled under Menulyn's Refund Policy or a written service agreement where applicable.

## 11. Acceptable Use

You must not use Menulyn to:

- Break any applicable Kenyan law, county regulation, license condition, or lawful instruction.
- Publish false, misleading, unsafe, defamatory, abusive, discriminatory, or unlawful content.
- Sell or promote prohibited, restricted, unlicensed, unsafe, counterfeit, or illegal goods or services.
- Access, scrape, copy, test, scan, disrupt, overload, reverse engineer, or interfere with Menulyn systems without authorization.
- Upload malware, malicious code, spam, phishing content, unauthorized advertising, or content that infringes another person's rights.
- Use customer data for unauthorized marketing, resale, harassment, fraud, or purposes unrelated to legitimate restaurant operations.

## 12. Third-Party Services and Integrations

Menulyn may integrate with third-party services such as payment processors, SMS providers, email providers, WhatsApp or messaging services, maps, domain providers, hosting services, analytics tools, and delivery or logistics tools. These services may be governed by their own terms, privacy notices, fees, limits, downtime, and compliance requirements.

Menulyn is not responsible for failures, delays, price changes, account suspensions, chargebacks, delivery issues, message delivery failures, outages, or policy decisions caused by third-party providers, except where required by law or a separate written agreement.

### **13. Data Protection and Privacy**

Menulyn processes personal data in line with its Privacy Policy and applicable Kenyan data protection requirements. This may include account data, staff user data, customer order data, contact information, booking details, payment references, usage logs, device information, and support communication.

Restaurants must use customer and staff data lawfully, fairly, transparently, and only for legitimate restaurant operations or other lawful purposes. Restaurants must not export, misuse, resell, or market to customers in a manner that violates applicable data protection, consumer protection, electronic communications, or anti-spam rules.

### **14. Security, Backups and Business Continuity**

Menulyn uses reasonable technical and organizational measures to protect the platform. However, no online system is completely free from risk. Restaurants should maintain reasonable operational backups, verify important reports, keep their own financial records, and train staff on secure account use.

Menulyn may perform maintenance, updates, backups, security changes, module improvements, or emergency fixes. These may temporarily affect access to the platform or certain features.

### **15. Intellectual Property**

Menulyn software, source code, workflows, dashboard design, user interface, documentation, branding, trade names, logos, graphics, templates, and platform materials belong to Menulyn, FortyHives, or their licensors. You receive a limited, non-exclusive, non-transferable right to use the platform during your active subscription or authorized access period.

Restaurants retain ownership of their restaurant names, logos, menu content, food images, descriptions, pricing, and other content they upload, subject to any rights owned by third parties. You grant Menulyn permission to host, process, display, transmit, and store that content as needed to provide the platform and support services.

### **16. Service Availability and Changes**

Menulyn aims to provide a reliable restaurant technology platform, but does not guarantee uninterrupted or error-free service. Service availability may be affected by maintenance, internet connectivity, hosting providers, mobile networks, third-party integrations, payment processors, security events, or events beyond Menulyn's reasonable control.

Menulyn may improve, modify, replace, rename, limit, suspend, or discontinue features, modules, dashboards, apps, or integrations where necessary for security, performance, legal compliance, product improvement, or commercial reasons.

## 17. Suspension and Termination

Menulyn may suspend or terminate access if you breach these Terms, fail to pay, misuse the platform, create security risk, violate applicable law, abuse customers or staff, publish unlawful content, interfere with the system, or use the platform in a way that may harm Menulyn, restaurants, customers, partners, or third parties.

You may stop using Menulyn or request account closure through official support channels. Before closure, you should export any important data that you need for business, tax, customer support, audit, or compliance purposes, where export tools are available.

## 18. Disclaimers

Menulyn is provided on an “as is” and “as available” basis. To the maximum extent permitted by Kenyan law, Menulyn disclaims warranties that the platform will be uninterrupted, error-free, suitable for every restaurant workflow, compatible with every device, or free from third-party service interruptions.

Menulyn does not guarantee restaurant revenue, order volume, customer retention, delivery performance, food quality, staff performance, tax accuracy, or legal compliance by restaurants. Restaurants remain responsible for their own business operations.

## 19. Limitation of Liability

To the maximum extent permitted by Kenyan law, Menulyn will not be liable for indirect, incidental, consequential, special, punitive, or exemplary damages, including lost profits, lost revenue, loss of goodwill, loss of data, business interruption, food preparation errors, delivery issues, payment processor failures, internet outages, customer disputes, or operational losses.

Where liability cannot be excluded, Menulyn’s total aggregate liability for claims arising from or related to the platform will be limited to the amount paid by the affected restaurant to Menulyn for the relevant service during the three months immediately preceding the event giving rise to the claim, unless Kenyan law requires a higher minimum liability.

## 20. Indemnity

You agree to indemnify and hold Menulyn, its operators, employees, contractors, and partners harmless from claims, losses, penalties, damages, liabilities, costs, and expenses arising from your restaurant operations, Restaurant Content, customer disputes, food quality issues, delivery issues, tax settings, unlawful use, breach of these Terms, breach of applicable law, or infringement of third-party rights.

## 21. Force Majeure

Menulyn will not be responsible for delay or failure caused by events beyond its reasonable control, including power outages, internet failures, mobile network failures, payment processor outages, strikes, pandemics, natural disasters, government actions, regulatory changes, cyber incidents, war, civil unrest, or infrastructure failures.

## 22. Notices and Communications

Menulyn may send notices through the platform, email, SMS, WhatsApp, phone, website notices, dashboard alerts, or other contact details provided by you. You agree that electronic notices and communications may satisfy written notice requirements where permitted by Kenyan law.

## 23. Assignment, Severability and Entire Agreement

You may not assign or transfer your Menulyn account or obligations without Menulyn's written consent. Menulyn may assign or transfer these Terms as part of a business restructuring, merger, acquisition, asset transfer, or service transfer.

If any part of these Terms is found invalid or unenforceable, the remaining sections will continue to apply. These Terms, together with the Privacy Policy, Refund Policy, subscription terms, and any written service agreement, form the entire agreement between you and Menulyn regarding platform use.

## 24. Changes to These Terms

Menulyn may update these Terms to reflect legal, operational, pricing, product, security, or service changes. Material updates may be communicated through the website, dashboard, email, or other reasonable channels. Continued use of Menulyn after the effective date of updated Terms means you accept the revised Terms.

## 25. Governing Law and Dispute Resolution

These Terms are governed by the laws of Kenya. The parties should first attempt to resolve disputes through good-faith discussion. If a dispute is not resolved informally, the parties may use mediation, arbitration, or the Kenyan courts, depending on the applicable agreement, claim type, and lawful dispute-resolution route.

Nothing in these Terms limits any non-excludable consumer, data protection, or statutory rights that apply under Kenyan law.

## 26. Contact

For questions about these Terms, account support, data requests, billing concerns, or legal notices, contact Menulyn through the official contact channels listed on the website.

## Frequently Asked Questions

### How does Menulyn work?

Menulyn connects restaurants, staff, and customers through a restaurant technology platform. Restaurants can publish menus, accept online orders, manage dine-in, pickup, and delivery requests, receive table bookings, coordinate waiter and kitchen workflows, and monitor operations from the admin dashboard.

### **Is Menulyn the restaurant or food seller?**

No. Menulyn provides the technology platform. The restaurant is responsible for menu accuracy, food preparation, pricing, fulfilment, customer service, refunds, food quality, and compliance with applicable laws unless a separate agreement states otherwise.

### **Do I need technical skills to use Menulyn?**

No. Menulyn is designed for restaurant owners and teams. You can manage menus, orders, bookings, users, delivery settings, customer communication, and reports through the dashboard. Assisted setup may be available where needed.

### **What happens when a customer places an order?**

The restaurant receives the order through the configured dashboard, app, cashier, waiter, kitchen, or notification workflow. The restaurant is responsible for accepting, preparing, updating, and fulfilling the order according to its own operations and applicable law.

## Acceptance / Execution Page

This page may be used where Menulyn requires a signed acknowledgement by a restaurant, merchant, partner, or authorized representative. Online acceptance, dashboard acceptance, email confirmation, or continued use may also constitute acceptance where permitted by applicable law and Menulyn policy.

<b>Restaurant / Business Name</b>	_____
<b>Business Registration / ID</b>	_____
<b>Authorized Representative</b>	_____
<b>Position / Title</b>	_____
<b>Email / Phone</b>	_____
<b>Signature</b>	_____
<b>Date</b>	_____
<b>Business Stamp / Seal</b>	_____

*Legal review note: This document is a business draft and should be reviewed by a qualified Kenyan lawyer before publication, signing, or enforcement.*