

VAYA ORDER – ACCEPTABLE USE POLICY

Last Updated: 05 May 2026

Platform Domain: vayaorder.com / vaya-frontend.web.app

Welcome to Vaya Order. This Acceptable Use Policy ("Policy") defines the rules, parameters, and prohibited practices governing the use of our QR-code digital ordering, bill-splitting, and payment SaaS platform (the "Platform").

This Policy applies to participating hospitality establishments ("Merchant Partners"), their employees, and dining guests ("Customers") who access menus and process payments via our on-table QR infrastructure.

1. Scope of the Platform

Vaya Order provides an interactive on-premise SaaS solution designed exclusively for the food, beverage, and hospitality industries. The platform facilitates:

- Digital menu browsing and AI-powered ordering directly from designated physical table numbers (e.g., Table T1).
- Instant transaction processing via our payment partner, Paystack.
- Peer-to-peer bill splitting and group order tracking.
- Merchant access to customer analytics dashboards, loyalty point redemption, and integrated upselling tools.

2. Prohibited Merchant Activities & Content

Merchant Partners control the menu profiles, pricing, imagery, and text displayed to the public. Merchants are strictly prohibited from using Vaya Order's system to list, sell, or promote:

- **Off-Premise E-Commerce:** Selling goods intended for mail delivery or traditional e-commerce fulfilment. Vaya Order is purely an on-premise or localised hospitality ordering system.
- **Unlicensed Liquor Sales:** Displaying, selling, or processing payments for alcoholic beverages without holding a valid, current liquor license issued by the relevant South African Provincial Liquor Board.
- **Age-Restricted Products to Minors:** Enabling the purchase of alcohol or tobacco products via QR code without manual, physical age verification by floor staff at the table before order fulfilment.
- **Deceptive Menu Practises:** Uploading fraudulent pricing, highly misleading item visuals, or bait-and-switch offerings designed to trick dining guests.
- **Non-Hospitality Transactions:** Utilising table QR codes or our Paystack terminal gateway to process arbitrary cash loans, credit card cash advances, or non-food/beverage retail transactions.

3. Prohibited Customer & End-User Activities

Customers accessing the storefront are required to behave lawfully and respect platform integrity. Prohibited actions include:

- **Table Spoofing:** Manually manipulating table parameter URLs (e.g., changing `table=T1` to another table session) in an attempt to intercept, spy on, or maliciously inflate the bill of another dining party.
- **Order Sabotage:** Submitting high-volume, malicious cash-on-delivery or card orders to an establishment with no intention of consuming or paying for the products.
- **Payment Evasion & Friendly Fraud:** Deliberately initiating chargebacks or payment disputes through Paystack for food and beverages that were successfully ordered, delivered, and consumed at the establishment.

4. POPIA & Data Privacy Compliance

Vaya Order is built to respect South African privacy regulations. In strict alignment with the **Protection of Personal Information Act (POPIA)**, all platform participants must adhere to the following data rules:

- **Data Scraping Prohibited:** Merchants and third parties may not use bots, scrapers, or scripts to harvest customer phone numbers, ordering habits, or personal profiles from the Vaya Order backend.
- **Authorised Marketing Only:** Merchant Partners may only utilise the customer data and real-time analytics dashboard for authorised loyalty programs and direct marketing if the customer has explicitly opted in via the platform interface, as mandated by POPIA.
- **No Retention of Card Data:** Vaya Order does not capture, log, or store raw customer banking details or credit card tokens on its servers. All payment authorisation is securely sandboxed and processed directly via Paystack's encrypted infrastructure.

5. Security & System Integrity

Users may not undermine or compromise the technical infrastructure of Vaya Order. You agree not to:

- Reverse-engineer, copy, or clone the frontend or backend architecture (vayaorder.com / vaya-frontend.web.app / <https://vaya-admin.web.app/>) or its proprietary API endpoints.
- Generate or distribute counterfeit Vaya Order QR codes intended to phish diners or redirect payments away from the legitimate Merchant Partner account.
- Execute Denial of Service (DoS) attacks against our cloud hospitality servers.

6. Enforcement, Dispute Resolution, and Penalties

- **Right to Terminate:** Vaya Order reserves the right to suspend or permanently deactivate any Merchant account or table QR network found in breach of this policy.
- **Dispute Holding Pattern:** In the event of a severe customer dispute or suspected transaction fraud reported via Paystack, Vaya Order reserves the right to temporarily pause payout settlements to the affected establishment while a formal operational audit is completed.
- **Reporting:** Evidence of digital fraud, payment manipulation, or illegal commercial practices will be turned over to Paystack's compliance department and South African law enforcement.

Contact & Compliance

To report platform abuse, suspected QR code tampering, or compliance inquiries, please contact:

- **Vaya Order Compliance:** hello@vayaorder.com
- **Corporate Entity:** Vaya Order (Pty) Ltd.

Privacy Policy

VAYA PRIVACY POLICY

Last Updated: June 19, 2026

At Vaya, we are committed to protecting your privacy and safeguarding your personal information. This Privacy Policy explains how we collect, use, disclose, and secure your information when you visit or make a purchase using our digital platform (the "Service"). Please read this Privacy Policy carefully. By using our Service, you consent to the collection, processing, and use of your information as described in this policy.

1. Information We Collect

We collect information that is strictly necessary to process your food and beverage orders and to provide a seamless tableside hospitality experience.

- **Personal Data:** When you place an order, you voluntarily provide us with basic operational information to facilitate your transaction. This may include your name, email address, phone number, and physical location identifier (such as your table number).
- **Financial Data:** All payments are securely routed and processed through Paystack, our third-party payment gateway. Vaya does not collect, view, or retain your financial credentials (such as complete credit card numbers, bank account details, or PINs). Paystack processes this data in full compliance with Payment Card Industry Data Security Standards (PCI-DSS).
- **System and Device Data:** Our servers may automatically collect standard operational data when you access our platform, such as the IP address, browser type, device type, operating system, and time/date stamps of your visit.

2. How We Use Your Information

We use the collected information to manage our digital services and facilitate local commerce, specifically to:

- Transmit and fulfil food and beverage orders directly to the designated restaurant Establishment's kitchen.
- Generate and distribute your digital order receipts and transaction confirmations.
- Detect, prevent, and mitigate fraudulent transactions or unauthorised technical access to our system.
- Monitor aggregate usage metrics to optimise platform uptime, speed, and user interface.
- Comply with legal, financial, and regulatory reporting obligations required by our payment processors and banking partners.

3. How We Share Your Information

We do not sell, rent, or lease your personal data to third parties for marketing or advertising purposes. Data sharing is limited strictly to the establishment for operations:

- **The Restaurant Establishment:** We share your order details, personal information and table number directly with the independent restaurant vendor where you place your order so they can prepare and deliver your items.

- **Third-Party Service Providers:** We share necessary data with transaction processors and cloud hosting infrastructure providers who assist in running our internal systems. These entities are contractually bound to keep your data secure and confidential.
- **Legal and Regulatory Compliance:** We may disclose your information if required to do so by law, court order, or government regulation, or if we believe such action is necessary to protect the rights, property, or safety of Vaya, our partner merchants, or the public.

4. Data Retention and Security

- **Data Security:** We employ robust technical and administrative security measures designed to protect your personal data from unauthorised access, loss, alteration, or misuse.
- **Retention Window:** We retain transaction records and operational data only as long as necessary to fulfil the purposes outlined in this Privacy Policy, or as required by local financial reporting, tax, and audit laws.

5. Cookies and Tracking Technologies

Our Service uses essential cookies and similar lightweight tracking technologies to enhance your browsing experience. These cookies help our website remember your active cart items, prevent session loss, and lock in your designated table number while you browse. You can choose to disable cookies through your browser settings; however, doing so will cause the digital ordering menu to function incorrectly.

6. Regional Data Rights

Vaya operates in alignment with regional data protection frameworks (such as South Africa's Protection of Personal Information Act - POPIA, Nigeria's NDPR, and other local regulations). Depending on your location, you may have the right to request access to the personal data we hold, request corrections to inaccurate profiles, or request the deletion of your data from our active systems - subject to overriding financial ledger retention laws.

7. Contact Us

If you have any questions, comments, or concerns regarding this Privacy Policy or our data management practices, please contact our platform administration team at:

- **Platform Name:** Vaya Order
- **Email Contact:** hello@vayaorder.com

Refund and Cancellation Policy

VAYA REFUND AND CANCELLATION POLICY

Last Updated: June 19, 2026

Thank you for choosing Vaya. We strive to provide you with a seamless and efficient ordering experience. Because our platform processes orders in real-time to ensure rapid preparation and high service standards, we operate under a strict Refund and Cancellation Policy.

By placing an order through our digital platform, you acknowledge and agree to the terms outlined below.

1. Order Cancellations and Modifications

- **Immediate Fulfilment:** Once an order is submitted and payment is authorised via Paystack, the request is immediately transmitted to the restaurant's kitchen or preparation team. Therefore, **orders cannot be cancelled, modified, or recalled** once they have been successfully placed.
- **User Error:** It is the user's responsibility to review their cart, quantities, selected items, and table numbers thoroughly before finalising payment. Vaya is not responsible for, and will not facilitate refunds for, accidental duplicate orders, incorrect item selections, or orders placed under the wrong table number.

2. Crucial Policy: Refund Responsibility and Handling

- **Processed via the Establishment Only:** Vaya Order functions as a technology platform that facilitates order placement and payment collection on behalf of individual partner restaurants. Vaya Order automatically makes payouts and transfers collected funds directly to the participating establishment.
- **Direct Merchant Handling:** Consequently, **all refund requests, transaction disputes, and financial claims must be handled directly with the specific restaurant or establishment where you placed your order.** Vaya Order does not hold your funds, does not manage restaurant inventory or food quality, and is strictly unauthorised to issue direct refunds to consumers.
- Please address any issues directly with the restaurant management on duty or utilise the establishment's direct contact details provided on your digital receipt.

3. Refund Eligibility Criteria (Handled by the Establishment)

Due to the perishable nature of food and beverage products, returns are not accepted. At the sole discretion of the restaurant establishment, a refund or item replacement may be considered under the following circumstances:

- **Incorrect or Missing Items:** If the items delivered to your table or pickup station do not match the digital receipt generated by your order, or if an item is missing entirely, please inform the restaurant staff immediately.
- **Order Non-Fulfilment:** In the rare event that an item you ordered is out of stock or unavailable, the establishment's management will notify you to arrange an alternative item of equal value or authorise a refund for the unavailable item.

- **Quality Concerns:** If you believe your order was poorly prepared, spoiled, or contaminated, you must bring it to the attention of the restaurant management immediately on-site.

4. Refund Processing Method and Timeline

- **Original Payment Method:** All approved refunds authorised by the establishment will be credited back to the original payment method used during the checkout process via our secure gateway, Paystack. Establishments cannot issue cash refunds for digital transactions.
- **Processing Windows:** Once the establishment initiates the refund through the Paystack portal, the timeline for the funds to reflect in your account depends entirely on your financial institution:
 - **Card Payments:** Typically take between 3 and 7 business days.
 - **Bank Transfers / Mobile Money:** Typically take between 1 and 3 business days.

5. Contact Information

For any queries regarding your order, food preparation, or a pending refund decision, please contact the specific establishment directly or use their designated support contact channel on-site.

For general platform technical support, you may contact:

- **Platform Name:** Vaya Order
- **Support Email:** hello@vayaorder.com

Terms of Service

VAYA TERMS OF SERVICE

Last Updated: June 19, 2026

Welcome to Vaya. These Terms of Service ("Terms") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Vaya ("we," "us," or "our"), concerning your access to and use of our digital menu, tableside ordering platform, and software (the "Service").

By accessing or using the Service, you confirm that you have read, understood, and agreed to be bound by all of these Terms. If you do not agree with all of these Terms, you are expressly prohibited from using the Service and must discontinue use immediately.

1. Nature of the Service

- **Platform Provider:** Vaya functions strictly as a technology platform provider that facilitates digital menu browsing, tableside or pickup ordering, and payment processing between independent restaurant establishments (the "Establishment") and customers.
- **Independent Third Parties:** Vaya does not prepare food, pour beverages, manage restaurant staff, or control the physical operations of any independent Establishment using the software. By using this platform, you acknowledge that any transaction you execute is an agreement between you and the respective Establishment, not Vaya.

2. Eligibility and User Responsibilities

- **Age Requirements:** You must be at least 18 years of age, or have the express permission of a parent or legal guardian, to use this Service and execute financial transactions.
- **Accurate Information:** When placing an order, you agree to provide current, complete, and accurate purchase information. You are entirely responsible for correctly inputting and identifying your physical location or table number within the interface. Neither Vaya nor the Establishment is liable for orders delivered to the wrong location due to user entry errors.
- **Prohibited Activities:** You agree not to attempt to disrupt, manipulate, reverse-engineer, or compromise the security, integrity, or source code of the Service.

3. Pricing, Payments, and Paystack Integration

- **Menu Listings:** The respective Establishment is solely responsible for maintaining the accuracy of its menu descriptions, dietary tags, availability, and pricing. Vaya is not liable for typographical or inventory errors managed by the Establishment.
- **Currency and Taxes:** All monetary transactions are displayed and processed in the designated local currency of the Establishment and are inclusive of local taxes where applicable.
- **Payment Processing:** Payments are securely routed and authorised via our third-party payment gateway, **Paystack**. By finalising your order, you authorise the platform to charge your selected payment method.

- **Merchant Payout Structure:** Because Vaya automatically routes and processes transaction amounts directly to the operating Establishment, **Vaya does not hold your funds and cannot directly execute or manage transaction disputes, chargebacks, or refunds.** All billing queries must be taken up directly with the vendor Establishment.

4. Intellectual Property Rights

- **Ownership:** Unless otherwise indicated, the Service, including its proprietary layout, source code, software architecture, website designs, interface graphics, and the "Vaya" brand assets, is owned and controlled by us and is protected by applicable copyright, trademark, and intellectual property laws.
- **Menu Content:** Restaurant menus, logos, and specific imagery remain the property of their respective Establishment.

5. Disclaimer and Limitation of Liability

- **"As-Is" Provision:** The Service is provided on an "as-is" and "as-available" basis. Vaya makes no warranties or representations regarding the uninterrupted uptime, speed, or absolute error-free execution of the digital ordering system.
- **Exclusion of Damages:** To the fullest extent permitted by law, Vaya, its directors, employees, or partners shall not be held liable to you or any third party for any direct, indirect, consequential, or incidental damages arising from your use of the platform. This includes network timeouts, bank processing errors, failed transactions, food quality issues, or personal injuries sustained at the Establishment.

6. Governing Law

These Terms and your use of the Service are governed by and construed in accordance with the laws of the country in which the operating Establishment is legally registered, without regard to conflict of law principles.

7. Changes to the Terms of Service

We reserve the right, at our sole discretion, to modify or update these Terms at any time. Any changes will be made effective immediately upon updating the "Last Updated" date at the top of this document.

8. Contact Information

For general platform technical support or system inquiries, you can reach the platform administration team at:

- **Platform Name:** Vaya Order
- **Support Email:** hello@vayaorder.com