

REFUND POLICY

FORTYPOS / LEGAL & TRUST

Refund Policy

CANCELLATION & REFUND TERMS

Subscription cancellation, refund review, payment disputes and applicable statutory remedies.

Service provider	FortyHives Innovations Ltd
Product	FortyPOS - a FortyHives product
Business address	Crown Plaza, Room 12, Kutus, Kirinyaga County, Kenya
Contact	support@fortypos.com +254 718 505 072
Website	https://fortypos.com/
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Published policy document

This downloadable copy contains the published wording of the corresponding FortyPOS policy. It is not a customer-specific order, quotation or signed agreement.

[View the corresponding policy online](#)

REFUND POLICY

1. Scope and mandatory rights

This Refund Policy applies to FortyPOS subscription charges and separately quoted setup, training, stock take, data entry, customisation or integration services purchased directly from FortyHives Innovations Ltd.

This policy does not restrict a refund, cancellation, chargeback, cooling-off or other remedy that a customer is entitled to under mandatory law. If a local law gives a customer greater rights than this policy, the law prevails.

FortyPOS is a product of **FortyHives Innovations Ltd**. Our business address is Crown Plaza, Room 12, Kutus, Kirinyaga County, Kenya. Contact: support@fortypos.com; [+254 718 505 072](tel:+254718505072); fortypos.com.

Where an individual qualifies as a consumer under applicable law, digital-service rights may include a cooling-off period, correction of non-conforming services, a price reduction or termination and reimbursement. For qualifying EU distance contracts, a 14-day withdrawal period commonly applies, subject to the contract type and lawful exceptions. Starting service access is not, by itself, a blanket waiver. Any request for early performance, consent, acknowledgement of loss of withdrawal rights or durable confirmation must satisfy the applicable law. Business purchasers do not automatically receive consumer-only rights.

2. Free trial and pre-purchase evaluation

FortyPOS provides a free trial so a business can evaluate workflows, plan limits, devices, reports and suitability before paying. Customers should test their material requirements during the trial and use the plan calculator or contact support where clarification is needed.

Unless clearly disclosed and expressly accepted, the trial does not automatically convert into a paid subscription. If payment is authorised before or during a trial, the billing terms shown at checkout apply.

3. Subscription cancellation and renewal

- Cancellation stops future renewal after the effective cancellation date but does not automatically refund an active billing period.
- A customer should cancel before the next renewal date where renewal is enabled.
- If automatic renewal applies, material terms and cancellation instructions must be disclosed before the customer authorises the charge.
- No prorated refund is normally due for unused time after voluntary cancellation, unless required by law or approved as an exception.
- Customers should export required records before access expires or is closed.

To cancel a directly purchased subscription, use its available cancellation control or email support@fortypos.com with the account name, registered contact and subscription reference. We will confirm the effective date. Use the app store or reseller's process when that provider manages renewal.

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Keep evidence of a cancellation request; a disputed renewal will be investigated against the request's receipt and the applicable terms.

4. Situations in which a refund may be approved

- A verified duplicate charge or an incorrect amount caused by FortyPOS or its payment process.
- A charge made after a properly completed cancellation should have taken effect.
- A paid subscription or professional service was not supplied and no reasonable replacement, credit or correction could be provided.
- A material defect attributable to FortyPOS prevented substantial use of the paid service and was not resolved within a reasonable period after sufficient notice and cooperation.
- The customer paid for a feature, limit or service that was materially misrepresented at the point of sale.
- A refund is required by applicable law, a payment-provider rule or an express written agreement.

5. Payments that are normally non-refundable

- A subscription period that has been activated and substantially used.
- Unused time remaining after voluntary cancellation or a decision not to continue using the service.
- Completed or substantially completed setup, training, stock take, data entry, customisation or integration work.
- Charges caused by the customer selecting an unsuitable plan after plan details, limits and the free trial were reasonably available.
- Problems caused by unsupported devices, internet access, printers, scanners, customer configuration, inaccurate data or third-party providers outside FortyPOS control.
- Suspension or termination resulting from non-payment, unlawful use, security risk or breach of the Terms of Service.
- Currency-conversion differences, bank charges, mobile-money fees or provider charges not received by FortyPOS, except where law requires otherwise.
- Change of mind after digital service performance has begun, except where a statutory cancellation right applies.

6. Duplicate, unauthorised and renewal charges

Report a duplicate, incorrect, unauthorised or unexpected renewal charge promptly. We may ask for the payment reference, amount, date, account identity and evidence needed to locate the transaction.

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An “unauthorised” claim does not include a payment approved by the customer, an account administrator or another person using credentials or a payment method the customer permitted, unless applicable payment law provides otherwise. We will consider account-security evidence and mandatory payment rights.

7. Service failure, defects and outages

Temporary maintenance, isolated defects, internet failures, third-party outages and short interruptions do not automatically qualify for a refund. Before deciding a request, we may consider the severity, duration, affected functionality, customer configuration, support history, available workaround and whether the customer promptly reported the issue and reasonably cooperated with troubleshooting.

Depending on the circumstances, the appropriate remedy may be a correction, restored access, service extension, account credit, partial refund or full refund. Mandatory remedies under applicable law always prevail.

8. Setup, training and professional services

Separately quoted services are assessed according to the written scope, work completed, non-recoverable costs, customer dependencies and accepted deliverables. Deposits or milestones may be non-refundable once resources are reserved or work begins, but this must be stated in the quotation or written agreement.

If FortyPOS cancels a professional service before delivery for reasons not caused by the customer, amounts paid for undelivered work will be refunded or credited, less any agreed and properly incurred non-recoverable costs where permitted by law.

9. App stores, payment providers and third-party purchases

Purchases made through an app store, reseller or third-party platform may be governed by that provider's refund process and terms. Where the provider controls the payment, the customer may need to submit the request directly to that provider. FortyPOS will provide reasonable transaction information where available but cannot override a third party's decision or processing time.

10. How to request a refund review

Send the request as soon as possible and, where practicable, within 14 calendar days after the relevant charge or discovery of the issue. A later request may still be considered where mandatory law applies or the circumstances reasonably justify the delay.

- Business and account name.
- Account email address or phone number.
- Payment reference, payment date, amount and payment method.
- The plan or professional service involved.

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- A clear explanation of the issue and the requested remedy.
- Relevant screenshots, support references or other evidence, excluding passwords and unnecessary sensitive information.

Submit by email to support@fortypos.com or through the contact page.

A statutory withdrawal notice may be sent in any legally valid unambiguous form; our preferred account details are not additional conditions that remove that right. State that you wish to withdraw, identify the service and purchase date, and provide your name and contact details. The 14-day reporting preference above is not a contractual time bar, a universal withdrawal period or a limit on a longer statutory claim period.

11. Review process and decision

We will acknowledge and review the request within a reasonable period. The review may include payment records, plan information, service usage, support history, technical logs, agreed scope and applicable law. We may request additional information before deciding the request.

The customer will receive the decision and, where appropriate, the reason, approved amount, remedy and processing method. A refusal does not affect a statutory right to complain to a regulator, payment provider or court.

12. Approved refunds, partial refunds and credits

- Approved refunds are normally initiated through the original payment method where practical and lawful.
- Where the original method is unavailable, an alternative verified method or account credit may be agreed.
- Bank, card, mobile-money, app-store and payment-provider processing times are outside FortyPOS control.
- A partial refund or service credit may be used where only part of a billing period or professional-service scope was materially affected.
- Where required, a credit note, adjusted invoice or other accounting record may be issued.
- Refunds will not exceed the amount actually received by FortyPOS for the affected charge, except where law requires otherwise.

Mandatory reimbursement deadlines take priority over our review process and provider processing guidance. A credit cannot replace a cash reimbursement where the customer is legally entitled to repayment and has not validly agreed otherwise. Amounts and deductions for partially performed services must follow applicable law and any valid request for early performance; statutory remedies are not reduced merely because a free trial was available.

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13. Chargebacks and payment disputes

Customers are encouraged to contact support before initiating a chargeback so the issue can be investigated promptly, but this does not remove any legal right to dispute an unauthorised or improper charge. A customer must not obtain both a refund and a chargeback for the same amount. Where a chargeback is opened, access may be restricted while the payment status is unresolved, subject to applicable law.

14. Fraudulent or abusive requests

We may refuse a request involving fabricated evidence, repeated abuse of trials, deliberate plan-limit circumvention, unauthorised account activity caused by credential sharing, or attempts to retain both the service benefit and a reversed payment. Any refusal remains subject to mandatory legal rights and external review mechanisms.

15. Changes to this policy

We may update this policy for service, payment-provider, business or legal changes. The policy in effect on the relevant purchase date will normally apply to that charge, unless a later policy is more favourable to the customer or mandatory law requires otherwise.

16. Contact and related documents

Refund questions may be sent to support@fortypos.com or submitted through [Contact Support](#).

Related documents: [Terms of Service](#), [Privacy Policy](#) and [Pricing and Plans](#).

[Request refund review](#)

[Contact support](#)