



08th December 2023

Terms of Service

These Terms of Service (the "Terms") govern your use of Yaha (orderyaha.com) and its services (collectively, the "Services"). By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use our Services.

Terms for Customers

1. Personal Information

1.1 Data Collection: Yaha collects personal information, including but not limited to your name, phone number, and order details, for the purposes of processing and fulfilling your orders.

1.2 Consent: By placing an order through our platform, you expressly consent to the collection, use, and storage of your personal information in accordance with our Privacy Policy.

2. Payment

2.1 Authorization: By providing your payment information, you authorize Yaha and its third-party payment processors, to charge your card for the total order amount, including any applicable taxes and service fees.

2.2 Dispute Resolution: In the event of a payment dispute, the authorization provided at the time of the transaction will be used as evidence in resolution proceedings with our payment provider.

2.3 Service Fee: Yaha charges a service fee per order, in addition to the order amount. We reserve the right to modify the service fee at our sole discretion.

3. Changes to Terms

3.1 Modifications: Yaha reserves the right to amend these Terms at any time. Any changes will be effective immediately upon posting on our website. Continued use of our Services constitutes acceptance of the amended Terms.

Terms for Restaurant/Store Owners

1. Fees and Payments

1.1 Payment Processing Fee: Yaha charges a payment processing fee of 4% per order, which is remitted to our payment provider.

1.2 Service Fee: In addition to the payment processing fee, a negotiated service fee of up to 7% of the order value will be charged per order.

1.3 Payouts: Payouts to restaurant and store owners are made on a daily basis, subject to a rolling schedule, to the designated bank account.

2. Taxes

2.1 Tax Responsibility: Restaurant and store owners are solely responsible for the payment of all applicable taxes. Yaha disclaims any liability for tax obligations related to your use of the Services.

3. Compliance

3.1 Legal Compliance: Restaurant and store owners must comply with all applicable local, national, and international laws and regulations, including obtaining and maintaining any necessary licenses or permits.

4. Content and Conduct

4.1 Content Guidelines: All content provided for your storefront must adhere to high standards of ethical conduct and respect. Content that promotes illegal activities, hate speech, discrimination, or violence is strictly prohibited.

4.2 Accurate Representation: You must ensure that all content accurately represents your offerings, providing clear and user-friendly information to potential customers.

5. Changes to Terms

5.1 Modifications: Yaha reserves the right to amend these Terms at any time. Any changes will be effective immediately upon posting on our website. Continued use of our Services constitutes acceptance of the amended Terms.

General Provisions

1. Limitation of Liability

1.1 No Warranty: Yaha provides the Services on an "as is" and "as available" basis. We make no warranties, express or implied, regarding the Services, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

1.2 Limitation of Liability: To the maximum extent permitted by law, Yaha shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with your use of the Services.

2. Governing Law

2.1 Jurisdiction: These Terms shall be governed by and construed in accordance with the laws of the countries we operate in. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of those respective countries.

3. Contact Information

3.1 Support: For any questions or concerns regarding these Terms, please contact us at team@orderyaha.com.

By using Yaha (orderyaha.com), you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.