Terms of Service

Revision dated 15 November 2026

1. Agreement and scope

These Terms of Service form a binding agreement between the subscribing customer and FortyHives Innovations Ltd for access to the FortyPharma website, web platform, mobile applications, documentation, support and related services. By creating an account, starting a trial, purchasing a subscription or using the service, the customer agrees to these Terms and the Refund Policy, acknowledges the Privacy Policy, and accepts any written order, quotation or data-processing terms that apply. A privacy acknowledgement is not consent to optional marketing or to processing that requires separate consent.

FortyPharma is primarily a business-to-business service. Where mandatory consumer law applies to a particular customer, those mandatory rights are not excluded.

FortyPharma is a product of FortyHives Innovations Ltd. Our business address is Crown Plaza, Room 12, Kutus, Kirinyaga County, Kenya. Contact: support@fortycare.com; +254 718 505 072; fortycare.com.

2. Key definitions

Customer means the business, organisation or individual that creates or pays for a FortyPharma account.

Authorised user means an administrator, employee, contractor or other person permitted by the customer to use the account.

Customer data means information submitted, imported, generated or stored by the customer or authorised users through the service.

Plan means the subscription package, billing period, limits, modules and item types shown at purchase or in a written order.

Professional services means separately scoped setup, training, stock take, data entry, customisation, integration or related work.

Third-party service means a product or service not controlled by FortyPharma, including payment providers, banks, tax systems, app stores, messaging services and device platforms.

3. Eligibility and authority

A person accepting these Terms must be at least 18 years old, legally capable of entering a contract and authorised to bind the customer. The service may not be used where prohibited by law. The customer must provide accurate information and promptly update material changes.

4. Accounts, administrators and security

The customer controls administrator and staff accounts and is responsible for assigning appropriate roles and permissions.

Credentials must be kept confidential, must not be shared between unrelated users and should be protected by strong security practices.

The customer is responsible for activity through authorised accounts unless unauthorised access is reported promptly and was not caused by the customer’s failure to protect the account.

FortyPharma may require identity, business or payment verification to protect the service or comply with law.

Suspected compromise, credential theft or unauthorised activity must be reported promptly to support.

5. Free trials

A trial is provided to evaluate FortyPharma before payment. Trial duration, functionality and limits are displayed when the trial begins. Trial data may be restricted or deleted after expiry if the customer does not subscribe, subject to legal retention requirements.

Unless clearly disclosed and expressly authorised at sign-up, a free trial does not automatically create a paid subscription. Where an automatic conversion or renewal option is offered, material billing terms and cancellation steps will be disclosed before payment details are accepted.

6. Subscriptions, billing, renewal and taxes

Prices, billing periods, currency, plan limits and separately charged services are displayed before purchase or stated in a written quotation.

Fees are payable in advance unless a written order states otherwise. Amounts are in Kenyan Shillings unless another currency is clearly stated.

The customer is responsible for applicable taxes, levies, provider charges and accurate billing information, except taxes imposed on FortyPharma income.

If automatic renewal applies, it will be disclosed and require the consent applicable in the relevant jurisdiction. The customer may cancel future renewal through the available account or support process.

Cancellation stops future charges after the effective cancellation date but does not automatically refund a current period. Refunds are governed by the Refund Policy and mandatory law.

We may change prices for a future renewal period after reasonable advance notice. Continued renewal after the effective date constitutes acceptance where permitted by law.

Non-payment may result in restricted access, suspension or termination after any applicable notice or grace period.

Before purchase, the checkout or written order must identify the selected plan, billing interval, total payable price including applicable taxes or how they are calculated, renewal arrangements and any separately charged implementation, hardware, integration or provider fees. No undisclosed optional add-on is activated by acceptance of these Terms. A signed price guarantee takes precedence over conflicting general price-change wording.

To stop renewal, use the cancellation control offered for the subscription or email support@fortycare.com with the account name, registered contact and subscription reference. For a provider-managed subscription, use that provider’s cancellation process. We will confirm the effective cancellation date; a valid notice received before an upcoming renewal will be assessed against the applicable billing terms and mandatory law. Cancellation does not require an explanation. Keep the confirmation and export required records before access ends.

7. Plans, capacity limits and item types

The selected plan, checkout or written order states the applicable features, capacity and usage limits, which may include branches, staff accounts, records and reporting tools. Check the current plan details before purchase or changing plans.

If a plan change reduces capacity, contact support for help with existing records and access. The agreement and applicable law govern any remedies for a change to a plan you have already purchased.

8. Licence and access rights

Subject to payment and compliance with these Terms, FortyPharma grants the customer a limited, non-exclusive, non-transferable and revocable right to access and use the service for lawful internal business operations during the active subscription. This right does not permit resale, sublicensing, copying, scraping, reverse engineering, creation of competing services or use beyond authorised plan limits, except where a restriction is prohibited by law.

9. Customer data, ownership and privacy

As between the parties, the customer retains its rights in Customer Data. The customer grants FortyPharma and its service providers the limited rights required to host, process, transmit, back up, display and otherwise handle Customer Data to provide, secure, support and improve the service in accordance with the Privacy Policy and customer instructions.

For account, billing, website, security and support information, FortyPharma generally acts as a data controller. For personal data entered by a business about customers, suppliers, staff and transactions, the business generally acts as controller and FortyPharma acts as processor or service provider.

The customer is responsible for lawful collection, notices, consent or other legal basis, data accuracy, retention decisions and responding to individuals whose data it controls.

The processing commitments in section 26 apply when FortyHives processes personal data on the customer’s behalf. A separate signed data-processing agreement prevails for a specific conflict. Customer Data is not licensed for unrelated advertising or identifiable publication; improvement activities must remain within documented instructions and the disclosed purposes, or use genuinely anonymous information.

10. Customer responsibilities

Configure taxes, prices, units, stock, branches, payment methods, item natures and permissions accurately.

Review reports and outputs before relying on them for accounting, tax, payroll, inventory or legal decisions.

Maintain supported devices, internet access, printers, scanners and third-party accounts required for the customer’s chosen workflow.

Export and retain records required for business continuity, accounting, tax or statutory purposes.

Comply with laws applicable to the customer’s products, services, employees, customers, tax obligations, invoices, receipts and records.

Ensure authorised users receive training and use the service consistently.

FortyPharma supports pharmacy operations. Qualified personnel remain responsible for prescribing and dispensing decisions, medicine handling, statutory registers and regulatory obligations. Check important results, product details and reports before relying on them.

11. Acceptable use

The customer and authorised users must not:

Use FortyPharma for unlawful, fraudulent, deceptive, abusive or rights-infringing activity.

Access or attempt to access another customer’s account or data without authorisation.

Introduce malware, harmful code, denial-of-service traffic or security-testing activity without written permission.

Circumvent authentication, permissions, usage limits, billing controls or technical protections.

Upload content that is unlawful, malicious, defamatory or infringes intellectual-property, privacy or confidentiality rights.

Use automated extraction, bots or excessive requests that impair the service or exceed documented interfaces.

Misrepresent FortyPharma, remove proprietary notices or imply an unauthorised partnership or endorsement.

12. Third-party services and integrations

Some workflows may depend on providers such as banks, mobile-money services, tax systems, messaging providers, app stores, payment processors, operating systems or hardware vendors. Their availability, approval, security, pricing and terms are controlled by those providers.

FortyPharma does not guarantee that a third-party service will approve an account, remain available, process a transaction successfully or preserve compatibility. The customer authorises the exchange of information reasonably necessary for a connected service. Integration charges, credentials, approvals and additional terms may apply.

13. Setup, training, integrations and professional services

Professional services are governed by the applicable quotation, statement of work or written confirmation. Scope, assumptions, customer dependencies, delivery dates, acceptance criteria, travel, provider costs and fees should be agreed before work begins.

Changes outside the agreed scope may require a revised quotation. The customer must provide timely access, accurate data and decisions. Delays caused by missing customer information, unavailable providers or changed requirements may affect delivery.

14. Support, maintenance and availability

Published support hours and contact channels are shown on the website. Support aims to assist with reasonable product and account questions but does not replace professional accounting, tax, legal or cybersecurity advice.

We use reasonable efforts to operate and restore the service, but continuous or error-free availability is not guaranteed. Planned maintenance, urgent security work, provider outages, internet failures, force-majeure events and other circumstances may affect access. A service-level agreement applies only if expressly agreed in writing.

15. Service changes, updates and beta features

We may update, add, modify or discontinue features, interfaces, limits and technical requirements to improve the service, maintain security, comply with law or reflect provider changes. We will use reasonable efforts to communicate material changes that significantly reduce core paid functionality.

Preview, beta or experimental features may be incomplete, change without notice and be provided without service commitments. Customers should not rely on beta features for critical records or regulated operations unless agreed in writing.

A change that materially reduces essential functionality already purchased will not remove a mandatory right to correction, price reduction, termination or reimbursement. Applicable consumer remedies prevail over any warranty disclaimer or no-refund wording.

16. Intellectual property and feedback

FortyPharma software, designs, interfaces, branding, documentation, website content and related intellectual property are owned by FortyHives Innovations Ltd or its licensors. No ownership transfers to the customer.

If the customer provides ideas, suggestions or feedback, FortyPharma may use them without restriction or payment, provided this does not grant FortyPharma ownership of the customer's confidential information or Customer Data.

17. Confidentiality

Each party must protect the other party's non-public business, technical and commercial information using reasonable care and use it only for the agreement. Confidentiality obligations do not apply to information that is public without breach, already lawfully known, independently developed or lawfully received from a third party. Disclosure may be made where legally required after notice where permitted.

18. Suspension and termination

FortyPharma may suspend or restrict access where reasonably necessary for non-payment, material breach, unlawful activity, security risk, suspected fraud, provider requirements, protection of other customers or legal compliance. Where appropriate, we will provide notice and an opportunity to remedy the issue.

The customer may cancel through the available account or support process. Either party may terminate for a material breach that remains uncured after reasonable written notice, unless immediate termination is justified by serious illegality, fraud, security risk or law.

A suspension must be proportionate to its reason. Where lawful and technically safe, we will explain the restriction and how it can be remedied. Export or return requests may be made through support, subject to verification and legal restrictions; suspension does not itself transfer ownership of Customer Data.

19. Effect of expiry or termination

The right to use the service ends on the effective termination or expiry date.

Outstanding fees and obligations arising before termination remain due.

The customer should export required records before access ends.

Customer Data may be restricted, deleted or anonymised after applicable operational and legal retention periods.

Sections that by their nature should survive—including payment, intellectual property, confidentiality, disclaimers, liability, indemnity and dispute provisions—continue to apply.

20. Warranties and disclaimers

FortyPharma will provide the service with reasonable skill and care. Except for express written commitments and rights that cannot lawfully be excluded, the service is provided "as is" and "as available". We do not warrant that the service will be uninterrupted, error-free, compatible with every device or third-party service, or suitable for every regulatory or business requirement.

Reports, taxes, profits, stock, balances and other outputs depend on customer configuration and data. The customer must verify important outputs and obtain professional advice where appropriate.

21. Limitation of liability

Nothing in these Terms excludes or limits liability for fraud, wilful misconduct, death or personal injury caused by negligence, or other liability that cannot lawfully be excluded or limited.

Any specific liability cap or allocation agreed in a signed customer agreement applies only to the extent permitted by law. Mandatory statutory and data-protection obligations take precedence.

22. Indemnity

To the extent permitted by law, the customer will defend and indemnify FortyHives Innovations Ltd and its personnel against third-party claims, losses and reasonable costs arising from unlawful Customer Data, the customer's products or services, misuse of FortyPharma, breach of these Terms, or violation of third-party rights. This obligation does not apply to the extent a claim was caused by FortyPharma's breach, negligence or wilful misconduct. FortyPharma will provide reasonable notice and allow the customer to control the defence, subject to appropriate cooperation and settlement protections.

23. Governing law and dispute resolution

These Terms are governed by the laws of Kenya, without regard to conflict-of-law rules. The parties will first attempt to resolve a dispute through good-faith support escalation and written negotiation. If unresolved, the courts of Kenya will have jurisdiction, unless mandatory law gives a consumer or data subject the right to bring a claim elsewhere.

Nothing prevents either party from seeking urgent injunctive or protective relief, reporting a matter to a regulator, or exercising a statutory right.

24. General provisions

Entire agreement: these Terms and incorporated documents replace prior discussions concerning the service, except for signed written terms that expressly prevail.

Order of precedence: a signed order, statement of work or data-processing agreement prevails over these Terms only for the specific conflict it addresses.

Assignment: the customer may not assign the agreement without consent, except as part of a genuine business transfer where obligations are assumed. FortyPharma may assign to an affiliate or successor.

Severability: if a provision is unenforceable, it will be limited or replaced to the minimum extent necessary and the remainder continues.

No waiver: failure to enforce a provision is not a waiver.

Force majeure: neither party is liable for delay caused by events beyond reasonable control, except payment obligations for services already provided.

Independent parties: the agreement does not create employment, agency, partnership, franchise or joint venture.

25. Changes, notices and contact

We may update these Terms for service, security, business or legal changes. Material changes will be communicated through the website, application, email or another appropriate channel and will apply from the stated effective date. Where law requires consent, the change will not take effect without the required consent.

Legal and contractual notices may be sent to support@fortycare.com. Notices to a customer may be sent to the account email, displayed in the service or delivered through another contact method provided by the customer.

Related documents: Privacy Policy, Refund Policy and Pricing and Plans.

26. Business personal-data processing terms

Scope and instructions. These terms govern hosting, organisation, retrieval, display, transmission, support, security, backup and deletion of business personal data for the subscription and any necessary return/deletion period. Data may include business contact, staff, customer and supplier identifiers, contact details and transactional records described in the Privacy Policy. The customer determines the purposes and remains controller. FortyHives processes that data only on documented instructions, including these Terms and authorised account actions, unless law requires otherwise. We will inform the customer of a compulsory instruction where legally permitted and raise instructions we reasonably consider unlawful.

Confidentiality and security. Access is limited to authorised personnel subject to confidentiality duties. We must apply technical and organisational measures appropriate to the risks and assist the customer with relevant security and personal-data-breach obligations. A processor breach will be reported to the customer without undue delay and within any applicable statutory deadline; available facts will be supplemented as investigation proceeds.

Service providers. The customer generally authorises subprocessors needed for the disclosed service categories. Information about relevant providers, locations and processing may be requested from support. We will notify affected customers of intended material subprocessor changes and provide an opportunity to raise a reasonable data-protection objection before the new processing begins, except where lawfully justified urgent measures are necessary. Subprocessors must be bound by appropriate written protection duties; FortyHives remains responsible for their performance of those duties.

Assistance and oversight. Taking account of the processing and information available, we will reasonably assist with individual-rights requests, impact assessments, regulator consultation and compliance inquiries. We will make relevant compliance information available and permit proportionate audits or inspections under confidentiality and security safeguards, without obstructing a regulator’s lawful powers. The scope and any reasonable costs will be agreed in advance where law permits.

Return, deletion and transfers. On ending the service, the customer may request return of available business personal data or its deletion, except information law requires us to retain. Backup copies remain isolated from ordinary use until overwritten under the applicable retention cycle, unless needed for recovery or a legal obligation. Restricted international transfers require an applicable lawful mechanism and safeguards; these Terms alone are not a substitute for required transfer instruments.

Sensitive information. Use only workflows appropriate for the category of information and only where a lawful basis and applicable safeguards are in place.

For authorised pharmacy workflows that involve patient or prescription information, the customer must confirm that processing is lawful, limit access to authorised personnel with appropriate confidentiality obligations, and apply safeguards suitable for health data. Disclose only the information needed for the task and use the agreed support channel for sensitive records.

Read this policy on FortyCare