TS Topex Store

Topex Store

Terms and Conditions

Version 2026-11-22 · Effective 22 November 2026 Topex Store · Accra, Ghana · theodore@topexstore.com · +233 24 606 4863

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Part 1. About these terms

1.1 Who the agreement is between. These terms are an agreement between:

- **Topex Store**, a sole proprietorship based in Accra, Ghana ("we", "us"); and
- the business that signs up ("**you**", "the **Customer**").

1.2 What they cover. These terms cover the Topex Store app (topexstore.com), the till (including offline use), the website and our support.

1.3 How you accept them. You accept these terms when you tick "I agree" while creating a business, or when you use Topex Store. If you accept for a business, you confirm that:

- you're **18 or older**; and
- you're allowed to bind that business.

1.4 Other documents. Our **Privacy Policy** (website.topexstore.com/privacy) and the **Data Processing Terms** in Part 10 form part of this agreement.

1.5 Invited staff. People you invite (admins, managers, cashiers) agree to these terms for their own use. The Customer remains responsible for them.

Part 2. Your account

2.1 Accurate details. Give accurate details and keep them up to date.

2.2 Passwords and PINs. Keep them secret, and don't share accounts. We strongly recommend two-step sign-in for owners and admins.

2.3 Responsibility for activity. You're responsible for what happens under your business's accounts.

2.4 The owner. The **business owner** controls the business, its plan and its data. Ownership can be transferred to another member in Plan & billing.

2.5 Suspected misuse. Tell us straight away at theodore@topexstore.com if you think an account has been misused.

Part 3. Plans, payment and trial

3.1 Plans. Prices are in Ghana cedis (GH₵) and are shown on our website. Each plan includes a number of stores, tills, users and products:

Plan	For	Monthly
Starter	One shop	GH₵ 150
Growth	2 to 5 branches	GH₵ 450
Pro	6 to 20 branches	GH₵ 800
Business	More than 20 branches	GH₵ 1,200

Yearly billing costs ten times the monthly price, which is two months free.

3.2 Trial. New businesses may get a free trial (currently **14 days**). At the end of the trial, a paid plan is needed to keep selling.

3.3 Plan changes when you add or close stores.

- **Opening stores:** when you open more stores than your plan allows, your plan moves up to the size that fits.
- **Closing stores:** when you close stores, it can move down.
- **Notice:** we tell you every time.
- **Price:** the new price applies from the next billing period, unless the app tells you otherwise when you make the change.

3.4 Paying. You pay in advance for each month or year.

- Payment is due on the invoice date.
- If we're required to charge VAT or other levies, they'll be shown on the invoice.

3.5 Late payment.

- **When it starts:** if payment is overdue, your business becomes *past due*.
- **What locks:** after a grace period, selling and editing are locked.
- **What still works:** owners and admins can **still sign in and download all their data**.
- **Unlocking:** everything unlocks as soon as payment is made.

3.6 Refunds. Fees already paid aren't refunded for part of a period, unless the law requires it, or the service was unavailable for a long time because of our fault.

3.7 Price changes. We may change prices. We'll give at least **30 days' notice** by email or in the app, and the new price applies from your next renewal.

Part 4. Your data

4.1 Ownership. Your business data belongs to you. It includes your products, sales, customers and reports.

4.2 What we may do with it. You let us store and process it only to provide, secure and support Topex Store, as described in the Privacy Policy and Part 10.

4.3 Downloading it. You can **download your data** as CSV files at any time, including when your subscription has lapsed.

4.4 Your customers' data. You're responsible for the personal data you put into Topex Store about your own customers, suppliers and staff. In particular:

- you must have a lawful reason to collect it;
- you must tell your customers how you use it;
- you must only send marketing SMS or email to customers who agreed to it.

4.5 Anonymous statistics. We may use **anonymous, combined statistics** to improve the product, for example "average number of sales per hour across all shops". These never identify you or your customers.

Part 5. Acceptable use

You must not:

- use Topex Store for anything illegal, including selling prohibited goods, fraud, tax evasion or money laundering;
- try to access another business's data, test our security without written permission, or overload or disrupt the service;
- copy, resell or rent Topex Store, or build a competing product from it;
- upload malicious files, or content that infringes someone else's rights;
- share accounts, or let people use the till under someone else's PIN.

We may suspend accounts that break these rules (see Part 8).

Part 6. Our service

6.1 Availability. We work to keep Topex Store available 24 hours a day. There may be short breaks:

- for maintenance, which we'll try to schedule at night and announce if they're long;
- for reasons outside our control.

A **paired till keeps selling offline** and syncs when the connection returns.

6.2 Backups. We make **daily encrypted backups** and keep them for 14 days. You should still download your own copy of your data from time to time.

6.3 Changes to the app. We improve Topex Store regularly. We won't remove a core feature you rely on without reasonable notice.

6.4 Support. Support is available by email, phone and WhatsApp during Ghana business hours. We'll try to reply to urgent problems (for example, you can't sell) as quickly as possible.

6.5 Tax and accounting. Topex Store calculates prices, taxes and reports from the settings **you** enter. It's a tool, not tax or accounting advice. You're responsible for:

- your tax settings;
- your filings with the Ghana Revenue Authority;
- your own books.

Part 7. Intellectual property

7.1 What we own. Topex Store, including its software, design, name and logo, belongs to us. You get a non-exclusive right to use it for your business while your subscription is active.

7.2 Your suggestions. If you send us ideas or suggestions, we may use them freely.

Part 8. Ending the agreement

8.1 If you leave. You can stop at any time by closing your business (Settings › Close business).

- Your plan won't renew.
- Your data is kept for **90 days**, so it can be restored if you change your mind.
- After that, it's **permanently erased**.

Download your data before you close.

8.2 If we suspend or end your account. We may suspend or end your account:

- if you don't pay;
- if you seriously or repeatedly break these terms; or
- if the law requires it.

8.3 Notice and download. Except in urgent cases (for example fraud or a security threat):

- we'll warn you first and give you a reasonable time to fix the problem;
- you'll always be able to download your data before anything is erased.

8.4 What continues after ending. Parts 4, 7, 9 and 11 continue after the agreement ends.

Part 9. Liability

9.1 Service "as is". Topex Store is provided "as is". We don't promise it will be free of every error or interruption.

9.2 What we're not liable for. As far as the law allows, we're not liable for:

- lost profits, lost sales or indirect losses;
- losses caused by things outside our control, for example power cuts, internet or mobile network outages, or third-party services;
- mistakes caused by wrong settings or data entered by you or your staff.

9.3 Limit. Our total liability under this agreement is limited to the **fees you paid us in the 12 months** before the claim.

9.4 What the limit doesn't affect. Nothing in these terms limits liability that can't be limited by Ghanaian law, including liability for fraud.

9.5 Your responsibility. You're responsible for claims against us that arise from:

- your illegal use of Topex Store; or
- data you entered without the right to do so.

Part 10. Data Processing Terms

These terms apply to the **business data** we process for you (the Customer is the **data controller**, Topex Store is the **data processor**, under the Data Protection Act, 2012 (Act 843)).

10.1 Your instructions. We process business data only to provide Topex Store, and on your documented instructions. Your instructions are these terms and your use of the app.

10.2 Confidentiality. Everyone at Topex Store who can access business data is bound to keep it confidential. Our support team accesses it only to help you, keep the service secure, or meet a legal obligation.

10.3 Security. We maintain the technical and organisational measures described on our Security page, and improve them over time.

10.4 Sub-processors. We use the sub-processors listed in the Privacy Policy, under written terms that protect your data. If we add or replace a sub-processor:

- we'll give at least 14 days' notice;
- you can object;
- if we can't resolve your objection, you can end the agreement and receive a refund of prepaid fees for the unused period.

10.5 Data subject requests. We'll help you answer requests from your customers or staff to access, correct or delete their data.

10.6 Breaches. If we become aware of a breach affecting your business data, we'll tell you **without undue delay (and within 72 hours)**. We'll give you the information you need to meet your own duties under Act 843.

10.7 End of service. When the agreement ends, we erase business data as described in Part 8.1. Backups expire within 14 days after that.

10.8 Records and checks. On reasonable request, we'll give you the information you need to show that these Data Processing Terms are being followed.

Part 11. General

11.1 Changes to these terms. We may update these terms. For important changes, we'll tell account owners by email or in the app **at least 14 days before** they take effect. If you keep using Topex Store after that, the new terms apply. If you don't agree, you can close your business before the change.

11.2 Governing law. These terms are governed by the **laws of the Republic of Ghana**.

11.3 Disputes.

1. We'll first try to settle any dispute by talking, for 30 days.
2. If that doesn't work, either side may go to the **courts of Ghana**, or both may agree to use mediation or arbitration in Accra.

11.4 Transfer of this agreement. You can't transfer this agreement without our written agreement. We may transfer it if Topex Store is sold, and your rights under it stay the same.

11.5 Invalid parts. If any part of these terms can't be enforced, the rest still applies.

11.6 Notices. We'll send notices to the owner's email address. Send notices to us at **theodore@topexstore.com**.

Contact:

- Topex Store, Accra, Ghana
- Email: theodore@topexstore.com
- Phone / WhatsApp: +233 24 606 4863