



CommerceAfrique Service Agreement

Terms of subscription to the CommerceAfrique online retail management software

Version 1.0 — effective 28 September 2026

Between

Mr. Noubissi Alcime, publisher and operator of the CommerceAfrique platform, reachable at noubissialcimekevin1@gmail.com and on +237 6 93 20 00 25 (WhatsApp), hereinafter "the Publisher";

And any natural or legal person who creates an account on the CommerceAfrique platform for the purposes of their business, hereinafter "the Customer".

The Publisher and the Customer are hereinafter referred to together as "the Parties" and individually as "a Party".

Preamble

The Publisher has designed and operates CommerceAfrique, online software (Software as a Service) that enables local retailers in Africa to manage their till, stock, inventories, customers, suppliers and simplified accounting from any connected device.

The Customer wishes to use this service for its business. It acknowledges having received from the Publisher, before entering into this agreement, all the information needed to assess whether the service suits its needs, in particular through the interactive demo and the free trial period.

Accordingly, the Parties have agreed as follows.

Article 1 — Definitions

In this agreement, the following capitalised terms have the meanings set out below:

- "Service": the CommerceAfrique platform, its features, updates and related documentation, available at commerceafrique.vercel.app or at any other address communicated by the Publisher.
- "Account": the secure personal space opened in the Customer's name on the Service.
- "Store": each physical point of sale of the Customer managed in the Service.
- "User": any natural person authorised by the Customer to access its Account (administrator, manager, cashier).
- "Customer Data": all information entered, imported or generated by the Customer and its Users in the Service (products, sales, stock, customers, suppliers, accounting entries, etc.).
- "Plan": the subscription option chosen by the Customer, whose content and price are shown in the price list published by the Publisher.
- "Subscription Period": the duration, in months, for which the Customer has paid for its Plan.



Article 2 — Purpose and contractual documents

The purpose of this agreement is to set out the terms under which the Publisher grants the Customer a right to access and use the Service, and the respective obligations of the Parties.

The contractual documents are, in decreasing order of precedence: (1) this agreement, (2) the price list in force on the date of subscription or renewal, (3) the privacy policy, (4) the general terms of use published on the website. In the event of conflict, the higher-ranking document prevails.

Article 3 — Acceptance and capacity

Creating an Account, and any subsequent request to pay for a Plan, constitute full and unreserved acceptance of this agreement. The Customer declares that it has read it in full before agreeing to it.

The Customer declares that it is acting for business purposes, is of legal age and has legal capacity to contract and, when acting on behalf of a company or establishment, has the authority to bind it.

Article 4 — Description of the Service

Depending on the Plan, the Service includes in particular: recording sales (cash, Mobile Money, customer credit, credit note), real-time product and stock management, inventories, customer and customer-credit management, supplier and purchase-order management, returns, discounts and credit notes, product import from CSV or Excel files, till closing and cash counting, simplified accounting, reports and exports, management of several Stores and Users, and an offline mode.

The exact content of each Plan is described in the price list. The Publisher continuously improves the Service: it may add, improve or replace features, but will never substantially reduce, during a Subscription Period, the essential features of the Plan paid for by the Customer.

The Service is provided according to the state of the art. It is a management aid and does not replace the advice of an accountant or the Customer's own legal, tax and accounting obligations.

Article 5 — Account, access and security

The Customer creates its Account by providing accurate, complete and up-to-date information and undertakes to keep it up to date. It verifies its email address, which is required to pay for a Plan.

Login credentials are personal and confidential. The Customer alone is responsible for keeping them safe, for the Users it creates, for the rights it grants them and for any action performed from its Account. It undertakes to promptly remove access for any User who is no longer part of its staff.

The Customer shall immediately inform the Publisher of any unauthorised use of its Account or any security breach it becomes aware of. The Publisher may suspend access as a precaution in the event of a serious suspicion of compromise, informing the Customer as soon as possible.

Article 6 — Trial period

Every new Account benefits from a single free trial period of seven (7) days, with no commitment and no payment method required.

Reminders are sent to the Customer before the end of the trial. At its end, and unless a Plan has been paid for, the Account becomes read-only: data remains viewable but recording new sales is blocked. Three (3) days later, if the situation has not been regularised, access is suspended under article 9, Customer Data being retained.

Article 7 — Plans, prices and payment terms



Prices are expressed in CFA francs (FCFA), per month and per Account, for a first Store. Each additional active Store incurs a monthly surcharge expressed as a percentage of the Plan price, as shown in the price list. The exact amount due is always calculated and displayed in the Service before any payment.

The Plan is payable in advance, for one (1) to twelve (12) months at the Customer's choice, by one of the following methods:

- Mobile Money (MTN Mobile Money, Orange Money), through an approved payment provider. The subscription is activated as soon as the provider confirms the payment.
- Cash, according to the following procedure: the Customer submits a request in the Service, which assigns it a unique reference and the exact amount to hand over; the Customer contacts the Publisher on WhatsApp to agree on the place and time of the handover; it hands over the exact amount, in person, exclusively to the Publisher or to a person expressly designated in writing by the Publisher; a receipt is issued and the subscription is activated after manual confirmation that the funds were received. A request not honoured within fourteen (14) days expires automatically.

No amount handed to anyone other than the Publisher or its representative designated in writing may be relied upon against the Publisher. An invoice is made available in the Customer's Account for each validated payment.

The Publisher may change its prices. Any change is notified to the Customer at least thirty (30) days in advance and applies only to payments made after it takes effect, never to a Subscription Period already paid for.

Article 8 — Term, renewal and change of Plan

This agreement takes effect when the Account is created and is concluded for an indefinite term. Each payment opens a Subscription Period of the chosen length.

Renewal is never automatic: no charge is ever made without action by the Customer. To keep full access, the Customer pays for the next period before the due date.

The Customer may change Plan at any time. The new Plan and, where applicable, the surcharge based on the number of Stores apply from the next payment.

Article 9 — Expiry, non-payment and suspension

When a Subscription Period expires without renewal, the Account becomes read-only. If the situation is not regularised, access may be suspended. During read-only mode and suspension, Customer Data is retained in full.

Paying for a Plan restores full access to the Service, without any loss of data, within the time needed to confirm the payment.



Article 10 — Customer obligations

The Customer undertakes to:

- use the Service for its intended purpose, in accordance with this agreement and applicable laws and regulations, in particular commercial, tax and consumer-protection rules;
- enter accurate data and check the documents produced by the Service (receipts, invoices, reports, entries) before any official use;
- not attempt to access other customers' data, circumvent security measures or disrupt the operation of the Service;
- not copy, decompile, resell, sub-license or make the Service available to third parties other than its own Users;
- secure the devices from which it accesses the Service and have a suitable Internet connection;
- pay the price of its Plan under the conditions of article 7.

Article 11 — Publisher obligations and support

The Publisher undertakes to provide the Service diligently and in accordance with industry standards, under a best-efforts obligation. It hosts the Service with recognised infrastructure providers, provides corrective and evolutionary maintenance, and performs regular data backups.

Support is provided by email and WhatsApp. Requests are handled as quickly as possible, with priority given to Plans that include it.

Article 12 — Availability, maintenance and offline mode

The Publisher uses reasonable efforts to make the Service available 24 hours a day, 7 days a week. Interruptions may nevertheless occur, in particular for maintenance or updates, or due to failures of telecommunication networks or hosting providers. The Publisher endeavours to perform planned maintenance during off-peak hours and to inform the Customer.

Offline mode lets the Customer keep recording sales without a connection; operations are synchronised when the connection returns. Until they are synchronised, these operations are stored only on the device concerned, which is in the Customer's custody.

Article 13 — Ownership of Customer Data and reversibility

The Customer remains the sole owner of Customer Data. It grants the Publisher, for the term of the agreement only, the right to host, process and reproduce it strictly as necessary to provide the Service. The Publisher never sells, rents or transfers Customer Data to third parties.

The Customer may at any time export its main data from the Service (reports and Excel exports) or request a copy from the Publisher. Each customer's data is technically isolated from that of other customers.

After suspension or termination, Customer Data is retained for twelve (12) months to allow reactivation or recovery. After that period, the Publisher may permanently delete it after informing the Customer by email at least thirty (30) days in advance, subject to data it is legally required to keep (in particular subscription invoices).

Article 14 — Personal data protection

Each Party undertakes to comply with applicable personal data protection regulations, in particular Cameroonian Law No. 2024/017 of 23 December 2024 on the protection of personal data, and Law No. 2010/012 of 21 December 2010 on cybersecurity and cybercrime.

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For the personal data of its own customers, suppliers and employees entered in the Service, the Customer acts as data controller and the Publisher as processor: the Publisher processes such data only on the Customer's instructions and for the purposes of the Service, ensures its confidentiality and security, and notifies the Customer as soon as possible of any data breach it becomes aware of.

For data relating to the Customer and its Users that is needed to manage the Account and billing, the Publisher acts as data controller, under the conditions described in its privacy policy.

The Service is hosted by infrastructure providers whose servers may be located outside Cameroon. The Publisher selects providers offering appropriate security guarantees. The Customer is informed of this and accepts it.

Article 15 — Confidentiality

Each Party undertakes to keep strictly confidential any information of any kind disclosed by the other Party or learned in the course of performing the agreement, and to use it only for that purpose. This obligation continues for three (3) years after the end of the agreement.

Article 16 — Intellectual property

The Service, its code, architecture, databases, interfaces, texts, trademarks, logos and domain names are and remain the exclusive property of the Publisher. This agreement grants the Customer a personal, non-exclusive, non-assignable and non-transferable right of use, limited to the term of the agreement and the needs of its business.

Any reproduction, representation, adaptation or exploitation not expressly authorised is prohibited and constitutes infringement.

Article 17 — Liability

The Publisher is bound by a best-efforts obligation. It may be held liable only for proven fault, and only for direct and foreseeable damage suffered by the Customer.

The Publisher cannot be held liable for: management decisions taken by the Customer on the basis of Service data; data-entry or import errors by the Customer or its Users; loss of business, revenue, customers or of data not synchronised from an offline device; failures of telecommunication networks, Mobile Money operators or the Customer's equipment.

In any event, except in case of gross negligence or wilful misconduct, the Publisher's total liability under the agreement is limited to the amount actually paid by the Customer during the three (3) months preceding the event giving rise to liability.

Article 18 — Force majeure

Neither Party may be held liable for a failure resulting from force majeure within the meaning of applicable law, in particular a widespread power or telecommunication network outage, a natural disaster, a decision of the authorities or a serious public-order disturbance. If the impediment lasts more than thirty (30) days, either Party may terminate the agreement in writing, without compensation.

Article 19 — Termination

The Customer may end the agreement at any time, by not renewing its Plan or by asking the Publisher to close its Account. Amounts paid for a Subscription Period that has started remain due to the Publisher; the Customer keeps access until the end of the paid period.

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In the event of a serious breach by the Customer of its obligations, the Publisher may terminate the agreement eight (8) days after a formal notice that has remained unanswered. In the event of fraud, a security attack on the Service or unlawful use, the Publisher may suspend access immediately.

The end of the agreement, for whatever reason, triggers the provisions of article 13 on what happens to Customer Data.

Article 20 — Changes to the agreement

The Publisher may amend this agreement, in particular to reflect changes to the Service or to regulations. The Customer is informed of any material change at least thirty (30) days before it takes effect. Continued use of the Service after that date constitutes acceptance; otherwise, the Customer may terminate the agreement under article 19.

Article 21 — General provisions

This agreement constitutes the entire agreement of the Parties on its subject matter. If any clause is held invalid, the others remain in full force. A Party's failure to rely on a breach does not constitute a waiver of its right to rely on it later.

The Customer may not assign the agreement without the Publisher's written consent. Communications between the Parties may validly be made by email, WhatsApp or notification within the Service.

This agreement is drawn up in French; any translation is provided for information only and, in the event of discrepancy, the French version prevails.

Article 22 — Governing law and disputes

This agreement is governed by the law of the Republic of Cameroon, including the applicable OHADA Uniform Acts.

In the event of a dispute concerning the validity, interpretation or performance of the agreement, the Parties undertake to seek an amicable solution for thirty (30) days from written notification of the dispute by the first Party to act. Failing agreement within that period, the dispute will be brought before the competent courts of the Publisher's place of residence.

Article 23 — Contact

For any question about this agreement, your subscription or your data: noubissialcimekevin1@gmail.com — WhatsApp: +237 6 93 20 00 25.

By creating an Account and then paying for a Plan, the Customer acknowledges having read, understood and accepted this entire agreement without reservation.