

Topa — Terms of Use

Effective date: 3 October 2026 · **Last updated:** 29 September 2026

Please read these Terms carefully before using Topa. By creating a Topa account, placing an order or making a payment through the Topa app or website, you agree to be bound by these Terms. If you do not agree, please do not use Topa.

1. Who we are and what Topa is

1.1. Topa (“Topa”, the “App”, the “Service”) is a digital service that lets you pay directly for goods, services and essentials — such as electricity, water, council rates, school fees, airtime and data, groceries, medical aid, subscriptions, rent and property payments — for yourself or for a recipient in Zimbabwe and other supported countries, and to send money to recipients in supported countries.

1.2. Topa is operated by **ClicknShare Ltd** (“ClicknShare”, “we”, “us”, “our”), a company registered in England and Wales with company number 16166273, whose registered office is at 9 Journey Campus, Castle Park, Cambridge CB3 0AX, United Kingdom. Topa is part of the ClicknPay family of products and is marketed as “Topa by ClicknPay”.

1.3. Topa runs on the ClicknShare gateway, which connects senders with vetted service providers, payout partners and licensed remittance providers.

1.4. **Money transfers.** Where you use Topa to send money (as opposed to paying for a service or essential), the money transfer is arranged through our Money Transfer Partners: **ClicknPay Limited** (company number 14105825, registered at Sheraton House, Castle Park, Cambridge CB3 0AX), which is registered by the Financial Conduct Authority as a PSD Agent of TransfaPay Ltd under Firm Reference Number 1000930, and **Transfa Pay Ltd** (company number 12140801, registered at 71–75 Shelton Street, Covent Garden, London WC2H 9JQ), which is authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 with Firm Reference Number 944767. Money transfers are executed by the Money Transfer Partners under their own terms, which you accept when you place a send-money order (see section 6).

1.5. These Terms, together with our Privacy Policy and the fees, rates and limits shown in the App at the time of each order, form the agreement between you and ClicknShare for your use of Topa (the “Agreement”). The language of the Agreement is English.

2. Definitions

“**Account**” means your registered Topa account. “**Beneficiary**” or “**Recipient**” means the person, meter, account, school, business or other party for whom or to whom a Service Payment or Money Transfer is made. “**Business Day**” means a day other than a Saturday, Sunday or public holiday in England. “**Money Transfer**” means a transfer of money to a Recipient’s bank account, mobile wallet or cash-collection point, arranged through the

Money Transfer Partners. **“Money Transfer Partners”** means ClicknPay Limited and Transfa Pay Ltd, and any successor or additional licensed partner we notify to you. **“Order”** means an instruction you submit through Topa for a Service Payment, Voucher or Money Transfer. **“Payment Processor”** means the third party that collects your payment, such as Stripe or ClicknPay OpenAPI. **“Provider”** means the third-party utility, school, council, telecoms operator, retailer, insurer, developer or other seller whose goods or services you pay for through Topa. **“Service Payment”** means a payment made through Topa to a Provider for goods, services or essentials, including electricity tokens, airtime and data, bills, fees, subscriptions and property payments. **“Voucher”** means a code or digital voucher purchased through Topa that a Recipient can redeem for goods or services with a participating Provider, including on the ClicknPay marketplace. **“You”, “your”** means the person who registers for or uses Topa.

3. Eligibility and your Account

3.1. You must be at least 18 years old and legally able to enter into a binding contract to use Topa. Topa is not available to persons resident in, or accessing the Service from, countries or territories where we are not permitted to provide it.

3.2. You may hold only one Account unless we agree otherwise in writing. You must provide true, accurate, current and complete information when registering and keep it up to date.

3.3. You are responsible for keeping your login details, PIN, one-time codes and device secure. Do not share them with anyone. You are responsible for all activity carried out through your Account until you tell us that it has been compromised. Contact us immediately (section 17) if you believe your Account or login details have been lost, stolen or used without your permission.

3.4. We will never ask you for your password by phone, SMS, email or social media.

4. Identity verification (KYC)

4.1. As a UK-registered payments business, we and our partners are required by law to verify the identity of our customers and, in some cases, of Recipients. Verification is progressive: basic details (name, email, phone number) allow you to open an Account and use some services; identity documents, proof of address, a selfie or other checks may be required before certain payments, above certain amounts, for Money Transfers, or at any time we reasonably require.

4.2. Verification may be carried out through automated identity-verification providers and by checking your information against third-party databases. We may also ask you to upload documents manually. Verified details (such as your name, date of birth and ID number) form part of your verified profile and may not be editable by you; contact us if they are wrong.

4.3. If verification is unsuccessful we will tell you, where the law allows, what you can do (for example retry or upload documents manually). We may refuse or suspend services

while verification is incomplete or unsuccessful. In some cases the law prevents us from explaining why a check has failed.

5. Service Payments, airtime and Vouchers

5.1. How they work. When you place a Service Payment Order you instruct us to pay the Provider you select, for the Recipient you identify (for example a meter number, account number, student name or phone number), the amount shown. We route the payment through the ClicknShare gateway to the Provider or to a payout partner that fulfils the service.

5.2. Check your details. It is your responsibility to make sure the Provider, Recipient reference (meter, account, student, phone number), amount and payment type are correct before you confirm. Topa shows you a confirmation screen before payment. Once submitted, an Order usually cannot be changed or cancelled (section 9).

5.3. Delivery. Most Service Payments are fulfilled within seconds or minutes; some Providers confirm within hours or Business Days. Delivery times shown in the App are estimates. Tokens, confirmations and Vouchers are delivered to the Recipient by SMS, email or in-app notification to the contact details you provide, and to your Account.

5.4. Providers. Providers are independent third parties. We are not the supplier of electricity, water, telecoms, education, goods or other services, and we are not responsible for the quality, availability, pricing changes, supply interruptions, tariffs, load-shedding or performance of any Provider, nor for a Provider's application of a payment to the Recipient's account. Where a Provider fails to fulfil a paid Order, we will use reasonable efforts to obtain fulfilment or a refund from the Provider on your behalf.

5.5. Airtime and data. Airtime and data are delivered to the mobile number you enter. Amounts are converted to the Recipient's local currency or units at the rate shown before you confirm. If a top-up fails after payment has been taken, we will automatically retry or verify the transaction and, where the failure is confirmed (for example an invalid number), refund the amount to your original payment method.

5.6. Electricity tokens and other prepaid codes. Prepaid electricity tokens and similar codes are generated by the Provider for the exact meter or account number you supply and cannot be cancelled, transferred or refunded once issued, even if you entered the wrong number.

5.7. Vouchers. Vouchers are redeemable only with the participating Providers, for the goods or services and within the validity period shown at the time of purchase. Vouchers are not legal tender, cannot be exchanged for cash unless we expressly say so, and remain subject to the redemption rules of the Provider. Where we offer the option to restrict a Voucher to specific categories of goods, that restriction is applied on a reasonable-efforts basis by the Provider. Lost, stolen or shared Voucher codes are your responsibility once delivered. Unused Vouchers that expire are not refundable unless required by law.

5.8. Property payments. Where Topa allows you to pay deposits, instalments, levies or rent to a participating property developer, agent or landlord, the payment is a Service

Payment to that Provider. The terms of the underlying purchase, lease or agreement are between you (or the Recipient) and the Provider, and any property, allocation or title question must be raised with them.

5.9. Buying for yourself. You may use Topa to buy airtime, tokens, Vouchers or services for your own use where the App offers a “buy for self” option.

5.10. Purpose. You may be asked to state the purpose of a payment. You must answer truthfully. We may decline payments whose purpose is unclear, prohibited or inconsistent with your profile.

6. Money Transfers (send money)

6.1. Topa allows you to send money to a Recipient’s mobile wallet, bank account or cash-collection point in supported countries. Money Transfers are arranged by ClicknShare and executed by the Money Transfer Partners.

6.2. Partner terms apply. When you submit a send-money Order you also enter into the ClicknPay Money Transfer terms (available at <https://clicknpay.co.uk/#/terms>), under which ClicknPay Limited and Transfa Pay Ltd provide the regulated payment service. In the event of any inconsistency between those terms and this section 6 in relation to the execution of a Money Transfer, the Money Transfer Partners’ terms prevail.

6.3. You confirm that the funds you send are from a source you are entitled to use, the Recipient details are accurate and complete, the purpose is lawful, and you are acting on your own behalf and not for a third party (unless you have told us and we have agreed).

6.4. Timing. Payout times depend on the payout method, the receiving bank or wallet, cut-off times and local partner availability. Delivery is not guaranteed to be instant.

6.5. Cancellation. Once a Money Transfer Order has been accepted and submitted to a payout partner it usually cannot be cancelled. We may, at our discretion and where the payout has not yet been made, attempt a reversal at your request; a charge may apply and reversal is not guaranteed.

6.6. Unauthorised or incorrect Money Transfers. If you believe a Money Transfer was not authorised by you or was executed incorrectly, you must tell us without undue delay and in any event within the period set out in the Money Transfer Partners’ terms. Refund rights and any liability limits for unauthorised transactions are as set out in those terms and the Payment Services Regulations 2017. If you have acted fraudulently, or intentionally or with gross negligence failed to keep your security details safe, you may not be entitled to a refund.

6.7. Limits. Transaction limits apply to Money Transfers and depend on your verification level, corridor and payout method. Limits are shown in the App or available on request and may change (section 13).

6.8. Send money only to people you know and trust, never in response to an unsolicited request, and never to pay for goods or services from strangers. If you choose to pay a third party you do not know, you do so entirely at your own risk.

7. Fees, exchange rates and payment

7.1. **What you pay.** Before you confirm any Order, Topa shows the amount you will pay in your currency, our fee (if any), the exchange rate applied and the amount or units the Recipient will receive. By confirming, you accept the displayed amount, fee and rate. Fees and rates can change at any time before you confirm, and the rate shown is the rate applied to that Order.

7.2. **Currency.** You pay in the currency offered in the App for your country (for example pounds sterling for UK customers, or US dollars for customers in USD countries). Where the Provider is paid in another currency, conversion happens at the rate shown to you before confirmation. We do not add a second conversion on top of the displayed rate.

7.3. **Payment methods.** Payments are collected by our Payment Processors (for example Stripe for card and bank payments, or the ClicknPay OpenAPI gateway). Your payment method issuer may charge its own fees (such as cash-advance fees or overdraft charges), which are your responsibility. An Order is not complete until payment has been successfully received and the Order accepted by the platform.

7.4. **Third-party charges.** Some Providers, banks, mobile-money operators or destination countries apply their own charges or taxes. Where we know of these we show them before you confirm; otherwise they may be deducted from the amount received and are outside our control.

7.5. **Chargebacks.** If you dispute a payment with your card issuer or bank without first contacting us, and the dispute is not upheld, we may recover any costs we incur from you and may suspend your Account.

8. Our right to refuse, delay or limit

8.1. We may refuse, delay, hold or limit any Order or block your Account where: we are not satisfied that we have your consent; we cannot verify your identity or the Recipient's details; we reasonably suspect fraud, money laundering, terrorist financing, sanctions breaches or any other financial crime; the Order exceeds a limit; the Provider or payout partner is unavailable or rejects the Order; you are in breach of these Terms; we are required to do so by law, regulation, a court, regulator or ombudsman; or we reasonably believe you are sending money or paying for goods or services for someone you do not know or trust.

8.2. Where we refuse or delay an Order we will tell you, where the law allows, and you will not be charged our fee for an Order that is not processed. Any amount already taken will be returned to your original payment method.

9. Cancellations, failed Orders and refunds

9.1. Service Payments. Because most Service Payments are fulfilled within seconds, an Order cannot normally be cancelled once you confirm it. Electricity tokens, airtime and other prepaid codes cannot be reversed once issued. If you entered the wrong details, contact us immediately with the transaction reference; we will make reasonable efforts with the Provider, but recovery is not guaranteed and a fee may apply.

9.2. Failed or unfulfilled Orders. If we or a Provider cannot complete an Order, we will return the amount you paid, less any non-recoverable third-party charges disclosed to you, to your original payment method. Depending on your bank or card issuer, refunds can take several Business Days to appear.

9.3. Money Transfers. Cancellation and refunds for Money Transfers are governed by section 6 and the Money Transfer Partners' terms.

9.4. Errors in our favour. If we credit or refund you by mistake, you must repay the amount on request and we may deduct it from any amount we hold for you.

10. Your responsibilities and prohibited use

10.1. You must: check every Recipient reference before paying; use Topa only for lawful purposes and in accordance with UK law and the laws of the destination country; act on your own behalf; provide any information we reasonably request; and co-operate with any investigation by us, a regulator or law enforcement.

10.2. You must not use Topa: to launder money, finance terrorism, evade sanctions or commit fraud; to pay for illegal goods or services or Prohibited activities (including narcotics, weapons, adult services, gambling, cryptocurrency purchases or anything prohibited by our policies from time to time); to misrepresent your identity or a Recipient's; on behalf of a third party without our agreement; for commercial resale of airtime, tokens or Vouchers without a partner agreement; with anonymising tools; or to interfere with, scrape, reverse-engineer or attack the App, the gateway or our partners' systems.

10.3. If we reasonably believe you are using Topa in connection with illegal activity we may report you to the relevant authorities.

11. Third parties and external links

11.1. Providers, Payment Processors, identity-verification providers, payout partners and the Money Transfer Partners are independent third parties with their own terms and privacy notices. We are not responsible for their acts or omissions except where the law says otherwise.

11.2. Links to third-party websites (including Providers and the ClicknPay marketplace) are provided for convenience; those sites are not controlled by us and you use them at your own risk.

12. Liability

12.1. We will provide Topa with reasonable care and skill. Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, for fraud, or for any liability that cannot be excluded or limited under English law, including your statutory rights as a consumer and your rights under the Payment Services Regulations 2017 in respect of Money Transfers.

12.2. Subject to 12.1, we are not liable for: delays or failures caused by Providers, banks, mobile-money operators, payout partners, Payment Processors, telecoms networks or events outside our reasonable control; losses caused by incorrect or incomplete information you gave us; a Recipient's use of funds, tokens or Vouchers after delivery; supply interruptions or the quality of any Provider's goods or services; loss of profit, business or opportunity; use of Topa on a jailbroken, rooted or modified device; or any loss we could not reasonably have foreseen.

12.3. Subject to 12.1, our total liability to you in respect of any Order is limited to the amount you paid for that Order, including our fees.

12.4. You will compensate us for losses we suffer as a result of your breach of these Terms or your fraudulent or unlawful use of Topa.

13. Changes to these Terms, fees and limits

13.1. We may change these Terms, our fees, the services and corridors available and transaction limits from time to time: to reflect changes in law, regulation or guidance; changes to our partners, Providers or costs; to add or withdraw services; to improve security or prevent financial crime; or to make the Terms clearer or fairer.

13.2. Where a change is to your disadvantage or introduces a new fee we will give you at least 30 days' notice by email or in the App (or two months' notice where the Money Transfer Partners' terms or the Payment Services Regulations require it). You may close your Account free of charge before the change takes effect. Exchange rates and Provider prices change continuously and are shown at the time of each Order. Other changes take effect when published in the App or at topa.click.

14. Suspension, termination and cancellation

14.1. You may close your Account at any time through the App or by contacting us. You may also cancel this Agreement within 14 days of registering by contacting us; any Orders already fulfilled remain payable.

14.2. We may suspend or close your Account immediately if you breach these Terms, if we suspect fraud or financial crime, if required by law or a regulator, if your Account is inactive for an extended period, or on two months' notice for any other reason.

14.3. Termination does not affect Orders already in progress or any rights or obligations that arose before termination. We will return any money we hold for you, less amounts you owe us, subject to our legal obligations.

15. Intellectual property

15.1. Topa, the ClicknShare gateway, the App, the website, and all content, software, designs, trade marks and logos (including “Topa”, “ClicknShare” and “ClicknPay”) are owned by ClicknShare Ltd, its group companies or licensors. We grant you a personal, non-exclusive, non-transferable licence to use the App for your own use in accordance with these Terms and any applicable app-store terms. You must not copy, modify, distribute, sell, reverse-engineer or create derivative works from any part of the Service.

16. Communications

16.1. We will communicate with you electronically — by email, SMS, in-app notifications and webchat — including for notices, receipts, security alerts and changes to the Agreement. Keep your email address and phone number up to date. You may not receive paper communications.

16.2. You may opt out of marketing communications at any time; service and security messages will continue while you have an Account.

17. Complaints and contact

17.1. If something goes wrong, contact us first: in-app or website chat (24/7), email support@clicknpay.co.uk or admin@clicknshare.online, or phone +44 1223 482272 (UK office hours). Our address is ClicknShare Ltd, 9 Journey Campus, Castle Park, Cambridge CB3 0AX, United Kingdom.

17.2. To make a formal complaint, email admin@clicknshare.online with “Complaint” in the subject line, your Account email and the transaction reference. We will acknowledge your complaint within 3 Business Days and aim to give you a final response within 15 Business Days (up to 35 Business Days in exceptional circumstances for payment-services complaints).

17.3. **Money Transfers.** If your complaint concerns a Money Transfer and you are not satisfied with the final response from us or the Money Transfer Partners, you may refer it to the Financial Ombudsman Service, Exchange Tower, London E14 9SR, telephone 0800 023 4567, www.financial-ombudsman.org.uk.

18. General

18.1. **Governing law.** These Terms and any dispute arising from them are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction, except that if you are a consumer resident elsewhere you may also benefit from mandatory protections of, and bring a claim in, your local courts.

18.2. **Assignment.** You may not transfer your rights under the Agreement. We may transfer our rights and obligations to another member of our group or to a successor business, provided your rights are not reduced.

18.3. Severability and waiver. If any part of these Terms is found invalid, the rest continues to apply. Our failure to enforce any right is not a waiver of it.

18.4. Entire agreement. These Terms, the Privacy Policy, the in-App fee and rate disclosures and (for Money Transfers) the Money Transfer Partners' terms are the entire agreement between you and us for the use of Topa.

18.5. Not advice. Nothing in Topa constitutes legal, tax, investment or financial advice.

18.6. Trade marks. Topa™ is a trade mark of ClicknShare Ltd. ClicknPay, ClickaCash and ClickEasy are trade marks of their respective owners within the ClicknPay family. Third-party names (for example ZESA, Econet, DStv) belong to their owners and are used only to identify the services you can pay for.