

The background is a vibrant, abstract pattern of various geometric shapes and colors. It includes large, solid-colored shapes like circles, squares, and rectangles in shades of teal, pink, orange, and light blue. There are also smaller, scattered shapes and patterns, such as wavy lines, dots, and irregular shapes, creating a dynamic and modern aesthetic.

Doing Business Online

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Does the law differentiate between businesses that sell goods and services online and businesses that engage in traditional modes of selling (such as physical stores and door to door sales?)?

No. Generally, the law does not differentiate between businesses that sell online and those that engage in traditional forms of selling. There are however certain legal requirements specifically targeted at selling online.

Do I need to register my online business?

Yes, you must register your online business. In Ghana, anyone running any form of business is required to register the business name, the partnership or the company under which they are operating the business.

Read more about forms of business entities in Ghana [here](#).

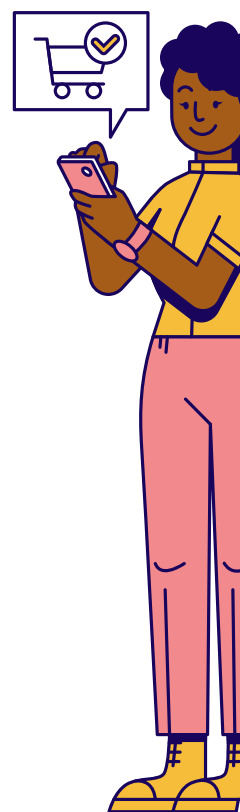


What are my obligations as the operator of an online store?

As an operator of an online store, you are required to make certain information about your business available to customers on the online store where your goods and services are offered.

Such information includes:

- the full name and legal status of the business;
- the physical address and phone number of the business;
- the website and email address of the business;
- membership of any regulatory or related bodies and the contact details of the body;
- a description of the main characteristics of the goods or services offered;
- the full price of the goods or services, including delivery costs, taxes and any other fees or costs;
- the mode of payment;
- the time within which the goods will be dispatched or delivered within which the services will be rendered;
- the manner and period within which consumers can access and maintain a full record of the transaction and
- the return, exchange and refund policy.



You must also give your customers an opportunity to read, store and print the terms of the contract they are making, to identify and correct processing errors and to withdraw from the transaction before it is completed.

If you (intend to) collect the personal data of your customers, whether manually or electronically, one of your obligations is to register with the Data Protection Commission as a data controller. You must ensure that you are collecting the information directly from its owner, notify the owner of the purpose for which you are collecting the data, and use the data for that purpose only. Read more on Data Protection [here](#).

Please note that other requirements applicable to business owners generally will also apply to you.

What if I am unable to provide some of this information on the online store?

If you fail to provide any of the above information on your online store, the customer is allowed to cancel the transaction within fourteen days of receiving the goods or services.

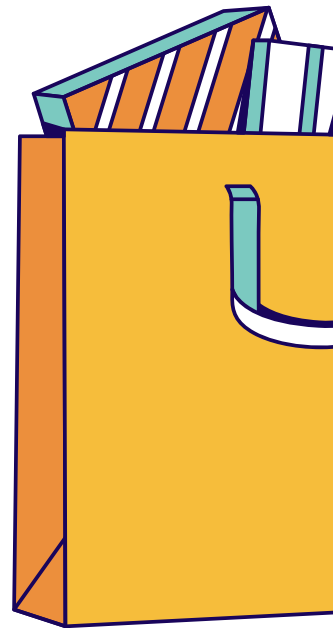


What happens to the goods purchased and the moneys paid, if the customer cancels the transaction?

If the transaction gets cancelled because you did not provide any of the above information, the customer will have to return the goods to you, or cease using the services provided. You will, in turn, have to refund the payments made within thirty days.

Are there specific payment systems/platforms that online stores must use for transactions?

No. However, the payment system/platform you use must be sufficiently secure for the type of transaction concerned and must meet the accepted technological standards at the time of the transaction. Additionally, you must ensure that you use a duly licensed or authorized payment services provider for processing payments.



If the customer loses money because the payment system used is not sufficiently secure, who would be held responsible – the business or the operator of the payment system?

Your business will be held responsible for any loss caused to a customer if you do not use a secure payment system.

Is there a time frame within which I am expected to deliver the goods or services ordered by a customer?

Yes. You must deliver the goods or services within fourteen (14) days from when you received the order, unless you agree on a specific deadline with the customer.

What happens if the goods are not delivered within the 14-day deadline or the time agreed with the customer?

In that case, the customer would be allowed to cancel the transaction, and you will have to refund any payment made.



What if I am unable to deliver simply because the goods are not available?

If the goods are not available, you must notify the customer immediately and refund any payment within seven (7 days) of the notification.

Can I receive payment in foreign currency from my Ghanaian-resident customers?

No, you are not permitted to demand or receive payment for goods and services in foreign currency from Ghanaian residents unless you obtain a license from the Bank of Ghana.

Can a customer cancel a transaction and demand a refund after the goods have been delivered to him/her?

Yes. Except for some specific transactions, a customer can cancel an online transaction within fourteen days after receiving the goods or, if it is a service, within seven days of concluding the agreement for the supply of the service.



What are the specific transactions that the customer is not allowed to cancel?

The specific transactions that a customer is not allowed to cancel are:

- transactions for financial services, like investment services, insurance and reinsurance operations, banking services and securities operations;
- transactions made through an auction;
- transactions for the supply of goods for everyday consumption supplied to the customer's home, or workplace, like foodstuffs and beverages;
- transactions for services which began with the consumer's consent before the end of the seven-day grace period;
- transactions where the price for the supply of goods or services depends on fluctuations in the financial markets and which cannot be controlled by the supplier;
- transactions for goods that are made to the consumer's specification;
- transactions for goods that cannot be returned by reason of their nature;



- transactions for perishable goods;
- transactions where audio or video recordings or computer software were unsealed by the consumer;
- transactions for the sale of newspapers, periodicals, magazines and books;
- transactions for the provision of gaming and lottery services; or
- transactions for the provision of accommodation, transport, catering or leisure services where the supplier has begun to provide these services on a specific date or within a specific period.

What if the customer has no reason for cancelling the transaction, can they still cancel?

Yes, generally, the customer is allowed to cancel a transaction without any reason.

Can I charge the customer for cancelling the transaction?

No, if a customer cancels a transaction, the only charge the customer must pay is the cost of returning the goods.



Can I include in my terms and conditions that goods sold online are not refundable?

No, any clause that excludes the customer's rights as provided by law is not valid or legally binding. Therefore, even if the customer agrees to such terms, he/she is still allowed to cancel the transaction within the timeframe provided by the law.

Can I send information on other goods or services I provide to my customers via text and/or email?

No, you are not allowed to send unsolicited communications to customers unless they have agreed to it.

What happens if I text or email my customers with information on the goods and services I provide without their consent?

It is an offence to send unsolicited communications to customers without their consent. If you are reported, you may have to pay a fine of up to GHS 60,000 or even be imprisoned for up to 10 years or both.



About us

ND&C LaunchPad is a platform by n. dowuona and company providing legal education to all and access to business solutions primarily for women-led businesses.

LaunchPad's primary purpose is to help early-stage businesses meet regulatory and compliance standards necessary to grow without breaking the bank. We do this by providing free educational material and discounted advisory services to deserving young businesses.

To know more about our offerings visit www.ndowuona.com/Launchpad

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