

TERMS AND CONDITIONS FOR JIPANGE LOAN PRODUCT

1 The Agreement

- 1.1 These terms and conditions (the “**Terms and Conditions**”) constitutes an agreement between the Bank (hereafter defined) and you (hereafter defined) and sets out the complete Terms and Conditions (which shall be applicable to your Jipange Loan Account opened by you with the Bank.
- 1.2 Jipange Loan Product is a credit product offered to eligible farmers who are DigiFarm Customers that have duly being registered on the DigiFarm App. The Jipange Loan Product enables an eligible Customer to get paid in advance (by way of a loan advanced by the Bank) upon delivery of produce to the collection centre /factory as opposed to waiting for payment of the full amount for the produce within the period during which the factories ordinarily pay farmers. The Jipange Loan disbursed to the Customer may be a portion of the total amount that the farmer would be entitled to be paid by the factory on the normal payment due date.
- 1.3 These Terms and Conditions and any amendments or variations thereto take effect on their date of publication and will be available online on the Digifarm website as well as on the website of the Bank.
- 1.4 Notwithstanding anything to the contrary implied in these Terms and Conditions, the Customer acknowledges that the loans advanced under the product shall be advanced and administered by the Bank through the DigiFarm App. Accordingly, DigiFarm excludes all liability from all losses, claims and damages (including legal fees and associated expenses) that may arise in connection with the loan product in so far as such liability is on account of the lender borrower relationship.

2 Definitions and interpretation

- 2.1 In these Terms and Conditions, the following words and expressions (save where the context requires otherwise) bear the following meanings:

“**Bank**” means Access Bank (Kenya) Plc incorporated in Kenya as a limited liability company under the Companies Act (Chapter 486 of the Laws of Kenya) and duly licensed as a bank under the Banking Act (Chapter 488 of the Laws of Kenya);

“**Credit Reference Bureau**” means a credit reference bureau duly licensed under the Banking (Credit Reference Bureau) Regulations of 2020, to among others, collect and facilitate the sharing of customer credit information;

“**DigiFarm App**” means the mobile application software and USSD developed by DigiFarm for the provision of the Services;

“**DigiFarm App PIN**” means your personal identification number being the secret code used to access the DigiFarm App;

“**DigiFarm Depot**” means an authorized store for collection of farm produce and which DigiFarm has entered into an agreement with to provide the Services;

“**DigiFarm System**” means the technical platform operated by DigiFarm that enables DigiFarm Customers to access various products and services from DigiFarm and/or its partners;

“**Equipment**” means the equipment which when used together enables you to access the Jipange Loan Product and includes your mobile phone handset, SIM Card and/or other as may be required by DigiFarm from time to time;

“**Farmer**” or “**Customer**” means a person undertaking farming activities in whose name farmer profile and the Loan Account is existing;

“**Farmer Profile**” means a profile of the Farmer created by DigiFarm using the Farming Information;

“**Farming Information**” means all the information relating to the farming activities undertaken by the Farmer including the size and location of the Land, the type of crops and livestock, the amount of produce, the selling price of the produce, the market price of the produce and anyother information DigiFarm (in its absolute discretion) shall deem necessary or desirable;

“**Fees**” means any fees, charges and costs payable in respect of the loan issued pursuant to these Terms and Conditions;

“IPRS” means the Integrated Population Registration System set up and maintained by the Government of Kenya under the State Department responsible for Immigration Services and Registration of Persons;

“Land” means the parcel of land that farming activities are undertaken by the Farmer;

“Loan” means a loan disbursed to a Farmer in accordance with these Terms and Conditions;

“Loan Account” means a Jipange Loan account held by a Farmer with the Bank and which is opened and operated in accordance with the terms and conditions herein contained;

“Mobile Money Account” means your mobile money store of value, being the record maintained by your MNO (defined below) of the amount of E-Money from time to time held by you in the Mobile Money System;

“Mobile Money Service” means the M-PESA money transfer and payments service provided by the MNO through the Mobile Money System;

“Mobile Money System” means the system operated by the MNO for the provision of the Mobile Money Service using the Network;

“Mobile Money Service Subscriber” means any person registered to use the Mobile Money System to send or receive money or make payments;

“MNO” means the mobile network operator that offers telecommunication, mobile money services and related services to the Customer. It is acknowledged that for purposes of the Jipange Loan Product, Safaricom Plc shall be MNO unless otherwise advised by Digi Farm;

“MNO Information” means information relating to your usage on the Mobile Money Service;

“Network” means the mobile cellular network operated by the MNO;

“Personal Information” means any information relating to an identified or identifiable Customer (being a natural person), including but not limited to the Customer’s name and identification card number.

“Request” means a request or instruction received by DigiFarm from you or purportedly from you through the DigiFarm App and upon which DigiFarm and/or the Bank is authorized to act;

“SIM Card” means the subscriber identity module which when used with the appropriate mobile phone handset enables you to access the Network and to use the Mobile Money System;

“SMS” means a short message service consisting of a text message transmitted from one mobile phone to another;

“We,” “our,” and “us,” means DigiFarm and includes the successors, affiliates and assigns of DigiFarm;

“You” or “your” means the Farmer and includes the personal representatives of the Farmer;

3 The Agreement

- 3.1 This Agreement sets out the complete Terms and Conditions (hereinafter called "these Terms and Conditions") which shall apply to all the Services provided to you by DigiFarm and to the Loan Account opened by you with DigiFarm and/or Bank.
- 3.2 These Terms and Conditions and any amendments or variations thereto take effect on their date of publication, subject to receipt of the relevant approvals required under law.

4 Acceptance of the Terms and Conditions

- 4.1 You should carefully read and understand these Terms and Conditions before downloading the DigiFarm App from our website or clicking “Accept” button.
- 4.2 If you do not agree with these Terms and Conditions, please:

- 4.2.1 click "Decline" on the DigiFarm App; and/or
- 4.2.2 do not reply to our SMS.
- 4.3 You will be deemed to have read, understood and accepted these Terms and Conditions:
 - 4.3.1 upon clicking on the "Accept" option on the DigiFarm App requesting you to confirm that you have read, understood and agreed to abide with these Terms and Conditions; and/or
 - 4.3.2 replying with "Accept" to our SMS; and/or
 - 4.3.3 by using or continuing to use and operate the Loan Account.
- 4.4 By applying to use the Services and/or by applying to open the Loan Account:
 - 4.4.1 you agree to comply with and be bound by these Terms and Conditions for the time being and from time to time in force governing the provision of the Jipange Loan Product and the operation of the Loan Account; and
 - 4.4.2 you affirm that these Terms and Conditions herein are without prejudice to any right that DigiFarm or the Bank may have in law or otherwise.
- 4.5 Your continued use of the services under the Jipange Loan Product (the "Services") and/or the operation of the Loan Account constitutes your agreement to be bound by the terms of any amendment or variation.

5 The Service

- 5.1 We will provide the following services to you through your Equipment or as we shall otherwise deem fit:
 - 5.1.1 collect and obtain the Farming Information from you, any person in the value chain, government or from any other person as maybe required to create the Farming Profile;
 - 5.1.2 create your Farming Profile using the Farming Information;
 - 5.1.3 submit the Farming Profile to the Bank(s); and
 - 5.1.4 obtain your Personal Information in accordance with clause 5 of this Agreement.
- 5.2 The Jipange Loan Product is only available to the Farmers selected and registered by DigiFarm. We reserve the right to accept or decline any application for the Jipange Loan at our sole discretion.
- 5.3 It is your responsibility to familiarize yourself with the operating procedures of the Jipange Loan Product . DigiFarm will not be liable for any losses incurred as a result of your errors either of commission and/or omission.
- 5.4 You acknowledge and accept that the Jipange Loan Product is offered only electronically and you agree to the Bank providing the Loan only by electronic means via SMS and/or the DigiFarm App.
- 5.5 Any query and complaint you may have relating to the Jipange Loan Product shall be addressed by the Bank through customer support channels provided by DigiFarm (directly or through an MNO). For the avoidance of doubt, you acknowledge and accept that you will not be allowed or entitled to receive or demand the Services pertaining to the Loan Account at any branch or branches of the Bank unless otherwise advised by DigiFarm in its sole discretion. You further acknowledge and accept that DigiFarm is not a branch of the Bank or the Bank's Agent for purposes of conducting banking business or transactions and that it will not act as such.

6 Loan Account Opening

- 6.1 In order to open a Loan Account with the Bank, you must be at least 18 years old and a subscriber of Safaricom or any other MNO that the Bank may through Digi Farm, may prescribe. The Bank reserves the right to verify with your respective MNO the authenticity and status of your subscription/registration with the MNO.
- 6.2 You may only open and operate a Loan Account by way of an electronic application made by you using your

Equipment via SMS or the DigiFarm App.

- 6.3 You hereby agree and authorize DigiFarm and your respective MNO to submit the Personal Information to the Bank, to enable the Bank to identify you and comply with “Know Your Customer” requirements as maybe required by any government regulator.
- 6.4 You hereby further acknowledge and authorize DigiFarm and the Bank to verify your Personal Information received from your MNO against the information received from the Government of Kenya in your respect as contained in the IPRS.
- 6.5 We reserve the right to request for further information from you pertaining to your application for a Loan Account at any time. Failure to provide such information within the time required by Us may result in the Bank declining to accept your application for a Loan Account.
- 6.6 Acceptance or rejection by the Bank of your application for a Loan Account shall be done via SMS sent by DigiFarm (as authorised by the Bank) to the Mobile Number associated with your Mobile Money Account. You acknowledge and accept that the acceptance or rejection by the Bank of your application for a Loan Account does not create any contractual relationship between you and the MNO beyond the terms and conditions that apply to your Mobile Money Account from time to time.
- 6.7 We reserve the right to decline your application for a Loan Account or to revoke the same at any stage at Our discretion and without assigning any reason or giving any notice thereto.

7 Loan Account

- 7.1 As a holder of the Loan Account, you may, subject to these Terms and Conditions, apply for a loan from the Bank using USSD or the DigiFarm App installed on your Equipment.
- 7.2 Where you apply for a loan from the Bank, your application shall be appraised according to the applicable loan appraisal processes of the Bank. We reserve the right at Our sole discretion and without assigning any reason to approve or decline your application for a loan.
- 7.3 Subject to approval of your application for a loan, the Bank shall disburse to you a loan of an amount to be determined by the Bank in its sole discretion subject to a minimum and maximum amount to be determined by the Bank taking into account the value chain, farm size, and other parameters or as determined by Us from time to time in Our sole discretion determine.
- 7.4 The proceeds of the Loan shall be credited into your DigiFarm Account or Mobile Money Account as the case may be, subject to any deductions made on account of the applicable Fees.
- 7.5 You shall only utilize the proceeds of the Loan for the purposes for which the loan was taken.
- 7.6 You will then receive a message on the repayment of the Loan date.
- 7.7 You shall pay DigiFarm the Fee (whose breakdown shall be available through USSD and the DigiFarm App).
- 7.8 You shall make all payments due from you to the Bank in respect of the Loan and Fees using the Mobile Money Service and the Mobile Money System only unless otherwise agreed by DigiFarm in its discretion.
- 7.9 In case of default, in addition to paying the outstanding amount in respect of the Loan and any outstanding Interest, you shall pay a penalty fee of 9% per annum, being the Fee plus a determined percentage of the outstanding amount in respect of the Loan (the “**Penalty Fee**”).
- 7.10 We shall be entitled to terminate this Agreement and close your Loan Account if you fail to repay the Loan and/or the Fees due from you within 90 calendar days from the due date of the Loan. Any repayment obligations by the Farmer shall survive the closure of the Loan Account.
- 7.11 DigiFarm reserves the right to vary the terms of the Loan including the Fees payable from time to time by way of 30 days written notice via Short Messaging (SMS) associated with your Mobile Money Account or such other electronic means as DigiFarm may in its discretion determine prior to effecting any change. Any such variation shall be subject to receipt of all the necessary approvals required under law.

- 7.12 You acknowledge that no disbursement shall be made with respect to the Facilities by the Bank unless the following conditions have been fulfilled to the satisfaction of DigiFarm and the Bank or expressly waived by them in writing:
- 7.12.1 You fulfill all conditions precedent required to be fulfilled under the Application.
- 7.12.2 Your compliance with these terms and conditions and there being no breach of or default thereunder;
- 7.12.3 the Borrower pays in cleared funds all fees, expenses and other sums due and payable by the Borrower in relation to the Facilities.
- 7.13 You hereby expressly consent and authorize the Bank to disclose, respond, advise exchange and communicate the details or information pertaining to your Loan Account to Credit Reference Bureaus.
- 7.14 You hereby irrevocably authorize Us to obtain Your credit information from a Credit Reference Bureau.

8 Fees

- 8.1 You hereby agree to pay all Fees payable in connection with the Jipange Loan Product and operation of the Loan Account.
- 8.2 For the avoidance of doubt, the following charges constitute all the fees chargeable to the Customer under the Jipange Loan Product:
- (a) Platform Fees at the rate of 1% of the principal sum borrowed;
 - (b) Interest at the rate of 3% of the outstanding Loan Amount; and
 - (c) Where applicable, default Interest at the rate of 9% per annum accruing from the payment due date until payment in full.
- 8.3 You shall be responsible for the following:
- 8.3.1 any Fees payable in respect of the Loan as set out under clause 8.2;
- 8.3.2 any costs incurred in obtaining legal advice in connection with your Loan Account and costs of any proceedings arising out of any dealings in respect of your LoanAccount; and
- 8.3.3 Any other fees, expenses and taxes, duties, impositions and expenses incurred in complying with your Requests.

9 Statements

- 9.1 You may request for a statement or activity report in respect of your Loan Account from using your Equipment ("Mini Statement").
- 9.2 A Mini Statement shall provide details of the initiated from your Equipment. We reserve the right to determine the maximum period within which such statements may be issued due to storage constraints.
- 9.3 A Mini Statement shall not be sent to you in printed form but shall be delivered to you either bySMS, App to the Mobile Phone number associated with your Mobile Money Account or such other electronic means as DigiFarm on behalf of the Bank may in its discretion determine.
- 9.4 You may obtain printed Mini Statements or a printed bank statement pertaining to your Loan Account from DigiFarm. You shall be responsible for the payment of any charges levied byDigiFarm for such printed statements.
- 9.5 Save for a manifest error, a Mini Statement or bank statement issued to you aforesaid in respectof your Loan Account shall be conclusive evidence of the transactions carried out on your LoanAccount for the period covered in the Mini Statement and/or bank statement.

10 Irrevocable Authority

- 10.1 You hereby irrevocably authorize DigiFarm and the Bank to act on all Requests received by DigiFarm from you (or purportedly from you) through the DigiFarm App and to hold you liable in respect thereof, notwithstanding that any such requests are not authorized by you or are not in accordance with any existing mandates given by you.
- 10.2 If you request DigiFarm to cancel any transaction or instruction after a Request has been received by DigiFarm from you, DigiFarm may at its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.
- 10.3 DigiFarm shall, on behalf of the Bank, be entitled to accept and to act upon any Request, even if that Request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, DigiFarm believes that it can correct the incomplete or ambiguous information in the Request without any reference to you being necessary.
- 10.4 DigiFarm is authorized to effect such orders in respect of your Loan Account as may be required by any court order or competent authority or agency under the applicable laws.
- 10.5 In the event of any conflict between any terms of any Request received by DigiFarm from you and these Terms and Conditions, these Terms and Conditions shall prevail.

11 Farmer's Equipment and Farmer's Responsibilities

- 11.1 You shall at your own expense provide and maintain in safe and efficient operating order your Equipment necessary for the purpose of accessing the Services and/or the Loan Account on SMS or on the DigiFarm App.
- 11.2 You shall be responsible for ensuring the proper performance of your Equipment. DigiFarm and/or the Bank shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, and nor shall DigiFarm and/or the Bank be responsible for any computer virus, malware or related problems that may be associated with the use of the Services and/or the Loan Account on the DigiFarm App installed in the Equipment. You shall be responsible for charges due to any MNO providing you with connection to the Network and DigiFarm and/or the Bank shall not be responsible for losses or delays caused by an MNO.
- 11.3 You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by DigiFarm concerning the use of the Services and/or the Loan Account on SMS or the DigiFarm App.
- 11.4 You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your Equipment and for keeping your PIN secret and secure. You shall ensure that your PIN does not become known or come into possession of any unauthorized person. The Bank and/or DigiFarm shall not be liable for any disclosure of your PIN to any third party, and you hereby agree to indemnify and hold the Bank and/or DigiFarm harmless from any losses resulting from any PIN disclosure.
- 11.5 You shall take all reasonable precautions to detect any unauthorized use of your Equipment and/or the DigiFarm App installed on your Equipment and the Services. To that end, you shall ensure that all communications by SMS or from the DigiFarm App or from DigiFarm are examined and checked by you or on your behalf as soon as practicable after receipt by you in such a way that any unauthorized use of and access to your Equipment or the DigiFarm App installed on your Equipment will be detected.
- 11.6 You shall immediately inform the DigiFarm in the event that:
- 11.6.1 You have reason to believe that your PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or
- 11.6.2 You have reason to believe that unauthorized use including sending of SMS to DigiFarm or any other unauthorized use of the Services has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.
- 11.7 You shall at all times follow the security procedures notified to you by DigiFarm from time to time or such other procedures as may be applicable to the Services from time to time. You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your Loan Account's confidentiality. In particular, you shall ensure that the Services are not used or Requests are not issued or the relevant functions are not performed by anyone other than a person authorized to do so.

- 11.8 You shall not at any time operate or use the Services in any manner that may be prejudicial to DigiFarm and/or the Bank.

12 Right to Use Land

You warrant that you own the Land or that you have the authority and all necessary permissions to undertake farming activities on the Land.

13 Permission to access Land and Privacy

- 13.1 You authorised DigiFarm to access the Land to confirm that the Farming Information is accurate. DigiFarm shall access the Land during working hours and upon giving a prior notice.
- 13.2 You authorise DigiFarm to take pictures of the Land using such technology as it deems fit.

14 Exclusion of Liability

- 14.1 DigiFarm and/or the Bank shall not be responsible for any loss suffered by you should the Loan Account and/or the Services be interfered with or be unavailable by reason of (a) the failure of any of your Equipment, or (b) any other circumstances whatsoever not within the DigiFarm's control including, without limitation, force majeure or error, interruption, delays or terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.
- 14.2 DigiFarm and/or the Bank will not be liable for any losses or damage suffered by you as a result of or in connection with:
- 14.2.1 unavailability of or insufficient funds in your Loan Account;
 - 14.2.2 failure, malfunction, interruption or unavailability of the System, your Equipment, the Network, Mobile Money System and/or Mobile Money Service;
 - 14.2.3 the money in your Loan Account being subject to legal process or other encumbrance restricting payments or transfers thereof;
 - 14.2.4 your failure to give proper or complete instructions for payments or transfers relating to your Loan Account;
 - 14.2.5 any fraudulent or illegal use of the Services, the Loan Account, the DigiFarm App and/or your Equipment; or
 - 14.2.6 your failure to comply with these Terms and Conditions and any document or information provided by DigiFarm concerning the use of the DigiFarm App, the use and operation of the Loan Account and the Services.
- 14.3 If for any reason other than a reason mentioned in subparagraphs 14.1 or 14.2, the Services are interfered with or unavailable, DigiFarm's and the Bank's sole liability under this Agreement in respect thereof shall be to re-establish the Services, the Loan Account and the DigiFarm App as soon as reasonably practicable.
- 14.4 Save as provided in subparagraph 14.3 DigiFarm and/or the Bank shall not be liable to you for any interference with or unavailability of the Services, the Loan Account and/or the DigiFarm App howsoever caused.
- 14.5 Under no circumstances shall DigiFarm and/or the Bank be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to DigiFarm and/or the Bank.
- 14.6 All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

15 Intellectual Property Rights

You acknowledge that the intellectual property rights in the DigiFarm App (and any amendments, upgrades

or enhancements thereto from time to time) and all associated documentation that DigiFarm provides to you through the DigiFarm App or otherwise are vested either in DigiFarm or in other persons that DigiFarm has licensed. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the DigiFarm App and associated documentation without the prior written consent of DigiFarm.

16 Indemnity

16.1 In consideration of DigiFarm providing the Services and the Bank providing the Loan, you undertake to indemnify DigiFarm and/or the Bank and hold them harmless against any loss, charge, damage, expense, fee or claim which DigiFarm or the Bank suffers or incurs or sustains thereby and you absolve DigiFarm and/or the Bank from all liability for loss or damage which you may sustain from DigiFarm and/or the Bank acting on your instructions or Requests or in accordance with these Terms and Conditions.

16.2 The indemnity in clause 16.1 shall also cover the following:

- 16.2.1 All demands, claims, actions, losses and damages of whatever nature which may be brought against DigiFarm and/or the Bank or which it may suffer or incur arising from its acting or not acting on any Request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond DigiFarm's or the Bank's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by DigiFarm and/or the Bank.
- 16.2.2 Any loss or damage that may arise from your use, misuse, abuse or possession of any third-party software, including without limitation, any operating system, browser software or any other software packages or programs.
- 16.2.3 Any unauthorized access to the DigiFarm App installed in your Equipment or your Loan Account or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your Equipment.
- 16.2.4 Any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third-party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by DigiFarm and/or the Bank as a consequence of any breach by these Terms and Conditions.
- 16.2.5 Any damages and costs payable by DigiFarm and/or the Bank in respect of any claims against DigiFarm and/or the Bank to compensate for loss where the particular circumstance is within your control.

17 Variation and Termination of Relationship

17.1 We may at any time, upon notice to you, terminate or vary its (their) business relationship with you and close your Loan Account and in particular but without prejudice to the generality of the foregoing We may cancel credits which may have been granted and require the repayment of outstanding debts resulting therefrom within such time as the Bank may determine.

17.2 Without prejudice to the Our rights under clause 16.1, We (as applicable) may at Our sole discretion suspend or close your Loan Account:

- 17.2.1 if you use the Loan Account for unauthorized or unlawful purposes or where We detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;
- 17.2.2 if your Mobile Money Account or agreement with an MNO is terminated for whatever reason;
- 17.2.3 if We are required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;
- 17.2.4 if We reasonably suspects or believes that you are in breach of these Terms and Conditions (including non-payment of any Loan amount due from you where applicable);
- 17.2.5 where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety;
- 17.2.6 to facilitate update or upgrade the contents or functionality of the Services from time to time;
- 17.2.7 where you remain inactive for any period of time determined by DigiFarm in its reasonable discretion;
- 17.2.8 If We decide to suspend or cease the provision of the Services for commercial reasons or for any other reason as We may determine in our absolute discretion; or
- 17.2.9 If the Bank decides to suspend the provision of the Loans for commercial reasons or for any other reason as it may determine in its absolute discretion.

17.3 You may close your Loan Account at any time after repayment of your Loan, if any. Any repayment obligations by the Farmer shall survive this closure of the Loan Account.

17.4 If your Loan Account has any credit balance at the time of its closure, we will return any such balance to you, less

any applicable fees. If your Loan Account is in arrears at the time of closure of your Loan Account, you agree to pay to us immediately all amounts you owe us.

17.5 Termination shall however not affect any accrued rights and liabilities of either party.

17.6 If DigiFarm and/or the Bank receives notice of your demise, DigiFarm and/or the Bank will not be obliged to allow any operation or withdrawal from your Loan Account by any person except upon production of Grants of Letters of Administration or Probate by your legal representatives duly appointed by the Court.

18 Information and data

18.1 The Farming Information, Personal Information and all other information and data provided by the Farmer to DigiFarm shall remain at all times the property of the Farmer.

18.2 DigiFarm shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the Farming Information, the Personal information and all the other information and data provided by the Farmer.

18.3 In the event of termination of this Agreement, DigiFarm shall when directed to do so by the Farmer, and instruct all its agents, partners, subcontractors and all other third parties, erase all information and data provided by the Farmer and all copies of any part of the information and data from its systems and magnetic data.

18.4 All the Farming Information, the Personal Information and all other information acquired by DigiFarm from the Farmer shall be used for purposes of the Services and as provided in these Terms and Conditions and shall not be further processed and disclosed without the consent of the Farmer unless it is expressly authorised in this Agreement.

18.5 You hereby expressly consent and authorize DigiFarm and/or the Bank to disclose, receive, record or utilize your personal information or information or data relating to your Loan Account and any details of your use of the Services:

18.5.1 to and from any local or international law enforcement or competent regulatory or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud;

18.5.2 to and from the Bank's and/or DigiFarm's service providers, dealers, agents or any other company that may be or become DigiFarm's or the Bank's subsidiary or holding company for reasonable commercial purposes relating to the Services;

18.5.3 to a Credit Reference Bureau;

18.5.4 to DigiFarm's or the Bank's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;

18.5.5 for reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and

18.5.6 in business practices including but not limited to quality control, training and ensuring effective systems operation.

18.6 You agree that the Bank may disclose details relating to your Loan Account or any details of your use of the Services or your credit facility account to any third party including credit reference bureaus and debt collectors.

19 Miscellaneous

19.1 These Terms and Conditions (as may be amended from time to time) form a legally binding agreement binding on you and your personal representatives or successor.

19.2 This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person except that DigiFarm and the Bank may assign or transfer their rights and liabilities hereunder at any time after giving you reasonable notice.

19.3 No failure or delay by either yourself or DigiFarm or the Bank in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

19.4 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided

by law.

- 19.5 If any provision of these Terms and Conditions shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.

20 Notices

- 20.1 DigiFarm may send information concerning the Services or the Loan Account via SMS to the Mobile Phone number associated with your Mobile Money Account.
- 20.2 You acknowledge that you have no claim against DigiFarm and/or the Bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication pertaining to the Loan Account.

21 Dispute Resolution, Jurisdiction and Arbitration

- 21.1 You may contact DigiFarm to report any disputes, claims or Loan Account discrepancies.
- 21.2 In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the Parties shall first attempt to resolve the matter through mutual agreement and good faith negotiation.
- 21.3 The Parties agree to engage in sincere efforts to resolve any dispute or disagreement by discussing the matter in good faith. Either Party may initiate the negotiation process by providing written notice of the issue in dispute. The Parties will have 30 days from the date of such notice to attempt to resolve the dispute through negotiations.
- 21.4 If the dispute cannot be resolved through mutual agreement and good faith negotiations within 30 days from the commencement of negotiations, either Party may seek to resolve the dispute by initiating court proceedings in a competent court of jurisdiction.
- 21.5 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.

22 Intellectual Property

You acknowledge that the intellectual property rights in DigiFarm App (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that DigiFarm provides to you through DigiFarm App or USSD or otherwise are vested either in the DigiFarm or in other persons from whom DigiFarm has a right to use and to sub-license the System and/or the said documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with DigiFarm and associated documentation without the prior written consent of DigiFarm.

Acceptance

- I have read and accept these Terms and Conditions.
- I decline these Terms and Conditions Link (disconnect from USSD)