

## FARMER GENERAL TERMS AND CONDITIONS

### 1. THE TERMS AND CONDITIONS

- a) This Agreement contains the complete Terms and Conditions that apply to your participation in the Dodore Kenya Limited's Agri-wallet service and supersedes any other Terms and Conditions between you and Dodore Kenya Limited of P.O. Box 35501-00100, Nairobi Kenya.
- b) These Terms and Conditions and any replacements, amendments and variations take effect on the date of publication.
- c) Using the Agri-wallet Service implies accepting these Terms and Conditions.
- d) We reserve the right, at our sole and absolute discretion, to replace, amend or vary these Terms and Conditions at any time without prior notice.
- e) You will be notified of the changes via email or SMS.
- f) The most recent version of the Terms and Conditions will be made available on [www.dodore.co.ke/agri-wallet](http://www.dodore.co.ke/agri-wallet) and [www.agri-wallet.com](http://www.agri-wallet.com).
- g) The Agreement represented by this Terms and Conditions remains valid unless earlier terminated in accordance with Clause 8 below.

### 2. DEFINITIONS AND INTERPRETATIONS

In this Terms and Conditions, the words and expressions (save where the context requires otherwise) bear meanings as defined in the respective definitions.

The following definitions relate to these Terms and Conditions:

**"Terms and Conditions"** means these Terms and Conditions together with the Overdraft Sign-Off Sheet (where applicable).

**"Agri-wallet Account"** or "Account" means your mobile money store of value, being the record maintained by us of the number of Tokens from time to time held by you and represented by an equivalent amount of cash held by the Trustee on your behalf.

**"Agri-wallet Fee"** means a charge for using Agri-wallet services, calculated as an agreed upon percentage of the total volume withdrawn by you from the Agri-wallet including any prevailing charges for sending funds through the mobile money provider being used at the time as agreed upon and may vary from time to time.

**"Agri-wallet Services"** means activation of Agri-wallet Account, receiving payment in the form of Tokens from System Participants in your Agri-wallet Account, and withdrawal of Tokens from Agri-wallet Account to your M-PESA Account.

**"Agri-wallet System"** the system that manages transactions and wallet retentions.

**"Application Form"** means the registration form containing registration details.

**"Balance"** means the number of Tokens from time to time standing to the credit of your Agri-

**"Commitment Retentions"** an agreed upon percentage of your sales proceeds automatically retained in your Agri-wallet Account which can only be used to purchase inputs and services from participating Merchants.

**"Credit Reference Bureau"** means a credit reference bureau duly licensed under the Banking Act pursuant to the Banking (Credit Reference Bureau) Regulations, 2008 to *inter alia*, collect and facilitate the sharing of customer credit information

**"Credit Transaction"** with regard to Farmer means any transaction which results in Farmer's Agri-wallet Account being credited with Tokens. This occurs when Farmer deposits funds into his Account or through Commitment Retentions.

**"Debit Transaction"** with regard to Farmer means the movement of funds out of Farmer's Agri-wallet Account. This occurs Farmer purchases input supplies or services from a registered merchant using his Account.

With regard to Merchant means the movement of funds out of your Agri-wallet Account. This occurs by withdrawing the Tokens in your Agri-wallet to your registered M-PESA account or through repayment of an overdraft or payment to another merchant.

**"Dodore"** means Dodore Kenya Limited

**"Enrolment"** means acceptance by Dodore of your registration requirements pursuant to Clause 4 of this Terms and Conditions and your acceptance of the Terms and Conditions.

**"Farmer"** means you in whose name an Agri-wallet Account is registered.

**"Goods and Services"** means such agricultural goods and services as may be purchased using the Agri-wallet.

**"ID Number"** means the number associated with the form of identification provided.

**"Market"** means a purchaser of agricultural output/produce who has a Market Agri-Wallet Account and makes payment for the said agricultural output/produce to Farmers through the Farmers Agri-Wallet Accounts.

**"Merchant"** means a seller of goods and services who has an Agri-wallet Account and accepts Agri-wallet payment for goods and services from a System Participant.

**"Mobile Equipment"** means your mobile phone handset and SIM card which when used together allows access to Agri-wallet Account.

**"Negative balance"** means that you have an active overdraft, any outstanding monthly fees and accumulated interest.

**"Overdraft"** means an agreed upon limit that can be utilised at a merchant over and above the Agri-wallet balance. This service can be used at a predefined cost.

**"Payment"** means Tokens paid by a System Participant who has an Agri-wallet Account to a Merchant's Agri-wallet Account for the purchase of goods and services.

**“Positive balance”** means that you have not used overdraft and thus do not have any outstanding monthly fees and accumulated interest.

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

**“System Participant”** means any person who holds an Agri-wallet Account.

**“Tokens”** – means the means of exchange by which the purchase of goods and services is facilitated between System Participants where one Token is equivalent to one Kenya Shilling.

**“Transaction”** means any transfer of goods and services between market, farmer and merchant in exchange for Tokens.

**“Trustee”** means the Agri-Wallet Holding Ltd

**“Trust Deed”** means together the Declaration of Trust dated 28<sup>th</sup> May 2019 executed by the Trustee constituting the trusts under which the Trustee holds all amounts of cash received for your Account in trust for you upon the terms and conditions therein specified. These documents are available for inspection at [www.dodore.co.ke](http://www.dodore.co.ke)

**“We”** or **“our”** or **“us”** means Dodore. Please note that we are not a bank, an e-money issuer, or a money services business.

**“You”** or **“your”** means the Farmer registered to use the Agri-wallet Account.

### 3. THE AGRI-WALLET SERVICES

- a) Agri-wallet is a mobile-phone based System that connects actors in the value chain between the farmer, merchant and market. It provides these system participants with a unique tokenized factoring facility to be used throughout the supply chain: buyers (market) are able to pay farmers for their produce; farmers use their deposits retained on the System to buy quality inputs at agro-stores (merchant); agro-stores are able to finance their inventory pending sales.
- b) The System enables farmers to receive payments from the Market securely through their mobile phones and to make payments to registered Merchants for agricultural goods and services.
- c) The service allows the Farmers to automatically voluntarily set aside (commitment retention) funds which are earmarked for agricultural goods and services and make use of an overdraft facility.
- d) The service assures merchants of timely payment from sale of inputs to farmers and extends an overdraft facility for financing of inventory.
- e) The above-mentioned Services are made available to you as Farmer subject to this Terms and Conditions.
- f) You hereby undertake to comply with all instructions we give you about the Agri-wallet Account or Services.

### 4. ELIGIBILITY, AGRI-WALLET ACCOUNT OPENING AND MAINTENANCE

- a) The following conditions must be met before opening an Agri-Wallet Account in your name:

- i. If you are an individual, you must be at least 18 years old with capacity to enter into contracts.
  - ii. You must be a Safaricom Subscriber with an M-PESA subscriber enabled SIM card through which you may access the M-PESA services.
  - iii. You must complete the Application Form to be provided and submit it when duly completed and signed by you. For the avoidance of doubt a completed Application Form shall bear your name as it appears on your ID and such other information as may be required.
  - iv. All information must be complete and accurately filled into the Application Form.
  - v. You must supply us with all the necessary information and documentation as will be required by us for purposes of registration on or before the submission of your Application.
- b) Only persons who pass the Dodore acceptance criteria and conform to these Terms and Conditions will be enrolled for an Agri-wallet Account.
  - c) Your Agri-wallet Account will only be activated upon compliance with all the requirements under this clause and these Terms and Conditions.
  - d) The Agri-wallet Services are limited to one Agri-wallet account per Farmer.
  - e) We may decline your application at our sole discretion without having to give you reasons.

### 5. TRANSACTIONS

- a) Your Agri-wallet Account may only be accessed by you and Dodore administrator.
- b) Each transaction is identified by a unique reference number which is used to track and identify all transactions carried out on your Agri-wallet Account.
- c) All transactions will be in Kenya Shillings.
- d) All debit and credit transactions to and from your Agri-wallet Account will be effected by transfer instructions authorized by Agri-wallet System.
- e) You will not be able to effect any transactions from your Agri-wallet account over and above your approved overdraft limit.
- f) The Agri-wallet System will verify and confirm all transactions effected from your Agri-wallet Account by SMS to you and notify you of your new balance. The Agri-wallet System records will be taken as correct unless the contrary is proved.
- g) On being provided with an Agri-wallet Account, depending on the different value chain arrangements, you will be able to effect any or all of the following transactions:
  - i. Effect a debit transaction by making a payment in Tokens directly to a merchant in exchange for goods and services.
  - ii. Effect an automatic Commitment Retentions to your Agri-wallet Account to be used only for the

- purchase of goods and services from participating Merchants.
- iii. Obtain an Overdraft Limit in your Agri-wallet which can only be used for the purchase of goods and services from participating Merchants.
- iv. Top up Agri-wallet balance through M-PESA Paybill number 149999
- v. Receive payments from market

## **6. FEES**

Agri-Wallet fee will be charged for transactions on the System in addition to normal M-PESA charges where applicable.

## **7. DEFAULT ON OVERDRAFT**

- a) An Event of Default occurs when you fail to bring your account balance to the positive at least every six months by receiving a payment from the market or by topping up your wallet as per clause 5g(iv).
- b) At any time after an Event of Default has occurred which is continuing, Dodore may, without prejudice to any other right or remedy granted to it under any law:
  - i. Terminate this Agreement in accordance with Clause 9 of this Terms and Conditions; and/or:
  - ii. Declare that the overdraft (and all Agri-wallet fees applicable) is immediately due and payable; and/or:
  - iii. Supply information concerning the Event of Default to Credit Reference Bureaus after issuing you with the 30-day pre-listing notice; and/or:
  - iv. Engage an external collections agency to recover the amount.

## **8. PROCEDURE WHEN YOU LOSE OR DAMAGE YOUR SIM CARD**

In the event of damage to, loss or theft of the SIM you have registered with us for Agri-Wallet Services under this Terms and Conditions, you are obliged to inform us immediately of the same. We will then de-active your account so as to prevent further use of the Agri-wallet Services until the same has been replaced. Notification of any such damage, loss or theft may be given by calling our customer care centre on 254715594616 or using a Agri-wallet registered phone to send 'Q' to 20342 and you can expect a response during business hours (Monday to Friday 9am to 5pm). We will however endeavour to respond within 24hours during working days. You will indemnify us against any claims made in respect of any transactions effected with your Mobile Phone and SIM prior to such notification being received and acknowledged.

## **9. SUSPENSION AND DISCONNECTION OF THE SERVICES/ CLOSURE OF AGRI-WALLET ACCOUNT**

- a) Dodore reserves the right at its sole discretion to suspend or terminate the Terms and Conditions if:

- i. You use the Agri-wallet Account for unauthorised purposes.
  - ii. You do not comply with the Terms and Conditions relating to the Agri-wallet Services.
  - iii. You notify us that your mobile equipment is lost or stolen in which case we will de-activate your account.
  - iv. For reasons outside of our control.
- b) You may at any time unsubscribe or discontinue the usage of Agri-wallet services therefore terminating the service. You may request for termination in part or in whole of the Agri-wallet Services any time without the necessity of giving any reasons therefore by giving a written notice of at least forty eight (48) hours to Dodore Kenya Limited P.O. Box 35501-00100, Nairobi, Kenya or via email to [customercare@agri-wallet.com](mailto:customercare@agri-wallet.com) (provided that if the notice is sent on a day that is not a business day it shall be deemed to have been received at the opening of business on the next business day).
  - c) Such request to discontinue or unsubscribe from the Agri-wallet Services shall be effected within five working business days of receipt of such notice from the System Participant by Dodore.
  - d) Where the use of your Agri-wallet has been suspended or your Agri-wallet Account closed, any balance in your Agri-wallet Account will be repaid to you within five business days to the M-PESA account given by you.
  - e) This Agreement terminates automatically upon the death or disappearance of the Farmer. Any virtual moneys remaining in the Agri-wallet Account upon legal proof of death or disappearance of the Farmer will be transferred to the M-PESA account of the Farmer's next of kin as provided to Dodore during enrolment.
  - f) Where a farmer unsubscribes or discontinues the use of Agri-wallet, any Token balance should be used fully at a registered merchant or converted to equivalent amount of Kenya Shillings and refunded by Dodore via M-PESA.

## **10. INFORMATION**

- a) You agree that your information, including your personal information, your conversations with our Customer Care Centre and your transactions will be recorded and stored for record keeping purposes and to improve the quality of service we offer.
- b) You accept that we may disclose or receive personal information or documents about you:
  - i. To and from local and international law enforcement to assist in the prevention, detection or prosecution of criminal activities or fraud and other regulatory requirement;
  - ii. To and from our service providers, our subsidiaries, parent company or partner, for reasonable commercial purposes connected to your use of the Agri-wallet such as marketing and research related purposes; we will not use photos and names without prior consent and any other data will be aggregated and presented anonymously.

- iii. To our lawyers, auditors or to the court in connection with any legal or audit proceedings.
  - iv. To credit reference bureaus
- c) We may use the Agri-wallet Services to send out alerts containing any information of an advisory nature that Dodore may wish to relay to you including any commercial or marketing information through your mobile phone.

#### **11. PRIVACY OF CLIENT DATA**

- a) Dodore acknowledges your right to privacy and undertakes to supply you with a clear, concise explanation of how your data will be protected and how it may be used or shared and with whom, including sharing with a credit bureau.
- b) Dodore undertakes that information and data gathering, processing, use, distribution and storage shall be done whilst upholding the confidentiality, security, and accuracy of the Farmer's personal, transactional and financial information.
- c) Dodore warrants that Agri-Wallet system protects against theft or misuse of client data or identity; security breaches, and fraudulent access.
- d) By accepting this Terms and Conditions, you acknowledge that you have been adequately informed and have understood our data privacy policy and accordingly willingly consent to the use of your data..

#### **12. TRANSPARENCY**

- c) Dodore undertakes to fully disclose to you all relevant information, terms, conditions and pricing, including any fees and interest payable by you, where applicable.
- d) By accepting this Terms and Conditions, you acknowledge that you have been adequately informed and have understood all the relevant information supplied by us and by which you are bound. .Dodore undertakes to provide you with printed statements of your Agri-wallet Account upon request provided that you may be required to bear the costs of printing.

#### **13. ENQUIRIES**

You may obtain a balance enquiry from your wallet and send any general queries and complaints by contacting Customer Care Centre by sending an email to [customercare@agri-wallet.com](mailto:customercare@agri-wallet.com) or by sending 'Q' to 20342. You can expect a response during business hours (Monday to Friday 8am to 5pm). We will however endeavour to respond within 24hours during working days.

#### **14. COMPLAINTS RESOLUTION**

- a) Dodore will endeavor to resolve your complaints within 5 Business days of receipt of the complaints. However, this will be subject to the nature and complexity of the matter. In the event a complaint cannot be resolved within the stipulated period, Dodore will notify you of the same with a view to seeking a mutually agreeable timeline.

#### **15. GOVERNING LAW**

This Terms and Conditions and any Terms and Conditions incorporating them shall be governed by the laws of Kenya.

#### **16. DISPUTE RESOLUTION**

Any dispute relating to this Terms and Conditions which cannot be resolved by negotiation between the parties within 30 days of either party giving notice to the other party that a dispute has arisen shall be submitted to mediation pursuant to the Mediation Rules of the Chartered Institute of Arbitrators and failing settlement of that dispute by mediation within 30 days thereafter, the dispute shall be submitted by any party for final resolution by arbitration by one arbitrator appointed by the Chairman of the Chartered Institute of Arbitrators Kenya Branch conducted in Nairobi and in accordance with the Rules of Arbitration of the Chartered Institute of Arbitrators.

#### **17. INDEMNITY**

Each party shall indemnify each other and keep each other indemnified, from and against any and all loss, damage or liability, costs and expenses (including legal expenses) however arising and incurred by the other party resulting from any breach of this Terms and Conditions or any third-party claim in respect to any matter arising from any persons conduct provided that the liability has not been incurred directly through any default of either party in relation to this Terms and Conditions.

#### **18. ASSIGNMENT**

- a) This Terms and Conditions together with any schedules and other amendments (as from time to time amended) form a legally binding Terms and Conditions on you and your personal successors and assigns.
- b) This Terms and Conditions may not be assigned to any other person or company without the written approval of Dodore.
- c) The rights and remedies herein are in addition to any rights or remedies provided by law.
- d) If any provision of this Terms and Conditions shall be found to be invalid or unenforceable this shall not affect the other provisions herein which shall remain in full force and effect.

#### **19. WAIVER**

No failure or delay by either of us in exercising any right or remedy hereunder shall operate as a waiver thereof.

## 20. AMMENDMENT

These Terms and Conditions, including any schedules hereto may be amended, replaced or varied by Dodore from time to time without prior notice and you shall be notified by email or sms and thereby acknowledgement shall have full legal force.

## 21. NOTICES

- a) Notices and other information permitted herein shall be sent via SMS to the contact mobile phone number provided on your information provided in the Application Form.
- b) You should send any legal notice to us at **Dodore Kenya Ltd. P.O. Box 35501, Nairobi, or deliver to Dodore Kenya Ltd. Head Office, Galana Road, Nairobi Kenya**. Notices shall be deemed given on the day actually received by the party to whom the notice is addressed. You may also send notices to us at our email address [customercare@agri-wallet.org](mailto:customercare@agri-wallet.org).

## 22. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable laws we, on behalf of our directors, officers, employees, agents, suppliers, licensors and service providers, exclude and disclaim liability for any losses and expenses of whatever nature and howsoever arising including, without limitation, any direct, indirect, general, special, punitive, incidental or consequential damages; loss of use; loss of data; loss caused by a virus; loss of income or profit; loss of or damage to property; claims of third parties; or other losses of any kind or character, even if we have been advised of the possibility of such damages or losses, arising out of or in connection with the use of the Agri-Wallet System or any site with which it is linked. You assume total responsibility for establishing such procedures for data back-up and virus checking as you consider necessary. This limitation of liability applies whether the alleged liability is based on contract, tort (including negligence), strict liability or any other basis.

## 23. FORCE MAJEURE

- a) Force Majeure Event means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).
- b) No Party shall be deemed in default of this Agreement or, unless otherwise expressly provided therein, any Ancillary Agreement for any delay or failure to fulfill any obligation hereunder or thereunder so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure.
- c) In the event of any such excused delay, the time for performance of such obligations shall be

extended for a period equal to the time lost by reason of the delay.

- d) A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement and the Ancillary Agreements, as applicable, as soon as reasonably practicable.

## 24. GENERAL

- a) You must pay all our expenses in recovering any amounts you owe us including Agri-wallet fees.
- b) You must immediately notify us of any change of the details of your Enrolment.
- c) All copyright, trademarks and other intellectual property rights used as part of the Agri-wallet Account and Services are owned by Dodore.
- d) If any provision in this Terms and Conditions is found by the Kenyan court to be contrary to any law, this provision will be severed from the Terms and Conditions but the remaining provisions remain in full force and effect.

## 25. PROHIBITED USAGE & CONDUCT

You agree not to use the Agri-wallet Services to conduct anything unlawful, collusive, abusive, etc. or do anything contrary to these Conditions. You shall not infringe on any intellectual property rights or do anything to interfere with or disrupt the Services or Agri-wallet System.

**Dated: 27<sup>th</sup> September 2019.**