

FARMER GENERAL TERMS AND CONDITIONS

1. THE AGREEMENT

This Agreement contains the complete Terms and Conditions that apply to your participation in the Dodore Kenya Limited's Agri-wallet service (as hereinafter defined) and supersedes any other agreements between you and Dodore Kenya Limited of P.O. Box 35501-00100, Nairobi Kenya (herein after Dodore). These Terms and Conditions and any replacements, amendments and variations take effect on the date of publication. Using the Agri-wallet Service implies accepting these Terms and Conditions. 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. You will be notified of the changes via email or SMS. The most recent version of the Terms and Conditions will be made available on www.dodore.co.ke/agri-wallet and www.agri-wallet.com.

We are not a bank, an e-money issuer, or a money services business.

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

2. DEFINITIONS AND INTERPRETATIONS

The following definitions relate to these Conditions:

"Agreement" these conditions together with the application form

"Agri-Wallet activation" Agri-wallet is automatically activated when a first transaction is done.

"Agri-wallet Account" means your mobile money store of value, being the amount of coins from time to time held by you.

"Agri-wallet fees" means the charges for using any or more of the products listed in this Agreement and as specified to you during training.

"Agri-wallet Services" means activation of Agri-wallet Account, receiving payment from the market issuing payments to merchants, making commitment savings and obtaining an overdraft limit in your Agri-wallet Account and any use of future Agri-wallet services.

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

"Balance" means the amount of coins from time to time standing to the credit or debit of your Agri-wallet Account.

"Coins" – It's a means of exchange that facilitates purchase of goods and services between Merchant and farmer. In Kenya, one coin is equivalent to one Kenya Shilling.

"Commitment Savings" an agreed upon percentage of your sales proceeds automatically saved 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" means any transaction which results in your Agri-wallet Account being credited with coins. This occurs when farmer is using commitment savings or top-up feature.

"Debit Transaction" means the movement of funds out of your Agri-wallet Account. This occurs when farmer is purchasing input supplies or services from a registered merchant.

"Enrolment" means your registration in the Agri-wallet system your acceptance of these Conditions.

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

"ID Number" means the number associated with the form of identification provided by the farmer which is recognised by the government, usually a national ID card or passport.

Market: market is the buyer of your produce, registered with Agri-wallet and on whose behalf Agri-wallet payments are done.

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

"Merchant" means a person offering agricultural goods and/or services and who is registered into the Agri-wallet system to be able to accept Agri-wallet payment for goods and services.

"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.

"Payments" means coins transferred from a market to a farmer or from a farmer to a merchant via Agri-wallet for the sale or purchase of an equivalent amount 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.

"Transaction" means any transfer of goods and services between market, farmer and merchant in exchange for coins.

"Value Chain" Path that a product follows from raw material to final produce, and on through the various actors that take ownership of the product before it arrives at its final condition and location.

"We" or "our" means Dodore.

"You" or "your" means the Farmer registered to use the Agri-wallet Account.

3. DURATION OF THE CONDITIONS

The Terms and Conditions are, unless earlier terminated with accordance to provision in clause 7 below, valid from the date of publication and can be amended and or terminated by Dodore Kenya Limited by updating the Terms and Conditions on www.dodore.co.ke/agri-wallet and www.agri-wallet.com and continues until otherwise communicated.

4. THE AGRI-WALLET SERVICES

4.1 Agri-wallet is a mobile phone system that connects actors in the value chain between the farmer, merchant and market. The platform enables a farmer to receive payments from the market securely through their mobile phone and make payments to registered merchants for agricultural goods and services. The service allows the farmer to automatically save or set aside funds which are earmarked for agricultural goods and services and make use of an overdraft facility.

5. AGRI-WALLET ACCOUNT OPENING AND MAINTENANCE

5.1 Only persons who pass the Dodore acceptance criteria and conform to the Conditions under this Agreement will be enrolled for an Agri-wallet Account. You must be a registered Safaricom subscriber and provide your full name, mobile number, M-PESA account number, National ID or passport number, and any other information deemed necessary at the time of enrolment. All information must be complete and accurate. The Agri-wallet Account will only be activated upon acceptance of the requirements under this clause and this Agreement.

5.2 The Agri-wallet Services are limited to one Agri-wallet Account per Farmer.

5.3 We may decline your application at our sole discretion. This decision will not give rise to any legal claim against Dodore.

5.4 In the event of damage to, loss or theft of the mobile equipment (including your SIM card) you are obliged to inform us immediately of the same. We will then de-activate 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.

5.5 You accept that we may disclose or receive personal information or documents about you: -

5.5.1 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;

5.5.2 To and from our service providers, our subsidiaries, parent company or partner

5.5.3 To our lawyers, auditors or to the court in connection with any legal or audit proceedings.

5.5.4: 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.

5.6 You must comply with any instructions that we may give you about the Agri-wallet Account or Services.

5.7 The Agri-wallet fees will be communicated to you via text and are specific to the value chain.

5.8 You accept responsibility for making sure you understand how to use Agri-wallet. We shall not be responsible for any losses caused by your failure to use the services well.

5.9 We may use the Agri-wallet Services to send out alerts through the mobile phone number containing any information of an advisory nature that Dodore may wish to relay to the farmer including any commercial or marketing information.

5.10 You shall be solely responsible for keeping yourself updated of the available alerts which shall on best effort basis be notified by us through our website or through other legally recognized media of communication.

6. ACCEPTANCE AND COMMENCEMENT OF CONDITIONS

6.1. By using our Agri-wallet service, you are deemed to have read, understood and accepted to abide by these Terms and Conditions and which take effect upon enrolment and the initial activation of the Agri-wallet Account.

6.2 Dodore will provide customer service support to the Farmer.

What follows below are our products, not so much acceptance and commencement of conditions.

6.3 With effect from the effective date you shall be able to;

6.3.1 Initiate a payment to a registered merchant for the purchase of goods and services.

6.3.2 Authorise Dodore to credit coins to your Agri-wallet account upon delivery of your goods to the market or by using the balance top-up feature in case this has been made available.

6.4. Shall be solely responsible and liable for the accuracy and authenticity of the information provided to us during registration and the use of the Agri-wallet Service by the Authorized User.

7. SUSPENSION AND DISCONNECTION OF THE SERVICES/ CLOSURE OF AGRIWALLET ACCOUNT

7.1 Dodore reserves the right at its sole discretion to suspend or terminate the agreement wholly or in part without giving prior notice to the farmer for any reason including but not limited to:

7.1.1 You use the Agri-wallet Account for unauthorised purposes;

7.1.1 You do not comply with the Terms and Conditions relating to the Agri-wallet Services

7.1.2 You notify us that your mobile equipment is lost or stolen in which case we will de-activate your account.

7.1.3 For reasons outside of our control;

7.2. 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 33501-00100, Nairobi, Kenya or via email to 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).

7.3 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 farmer by Dodore.

7.4 Where we at our sole discretion suspend or terminate the use of your Agri-wallet Account any balance will be repaid to you to your M-PESA account within five working days after any outstanding amounts have been paid.

7.5 Where a farmer unsubscribes or discontinues the use of Agri-wallet, any coin balance should be used fully at a registered merchant or converted to equivalent amount of KES and refunded by Dodore via M-PESA.

7.6 This agreement terminates automatically upon the death or disappearance of the Farmer upon presentation of the necessary proof through legal documents.

8. TRANSACTIONS

8.1 All transactions will be in Kenya Shillings.

8.2 All debit and credit transactions to and from your Agri-wallet Account will be effected by transfer instructions authorized by Agri-wallet System.

8.3 You will not be able to effect any transactions from your Agri-wallet account over and above your approved overdraft limit.

8.4 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.

8.5 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:

8.5.1 Effect a debit transaction by making a payment in coins directly to a merchant in exchange for goods and services.

8.5.2 Effect an automatic Commitment Savings to your Agri-wallet Account to be used only for the purchase of goods and services from participating Merchants.

8.5.3 Obtain an Overdraft Limit in your Agri-wallet which can only be used for the purchase of goods and services from participating Merchants.

8.5.4 Top up Agri-wallet balance through M-PESA Paybill number 149999

8.5.5 Your Agri-wallet Account may only be accessed by you and Dodore administrator.

8.5.6 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.

9. DEFAULT ON OVERDRAFT

9.1 An Event of Default occurs when you:

9.1.1 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 8.5.4.

9.2 At any time after an Event of Default has occurred which is continuing, Agri-wallet may, without prejudice to any other right or remedy granted to it under any law:

9.2.1 Terminate this Agreement in accordance with Section 7;

9.2.2 Declare that the overdraft (and all Agri-wallet fees applicable is immediately due and payable, whereupon they shall become immediately due and payable; and

9.2.3 Supply information concerning the Event of Default to Credit Reference Bureaus. A copy of any adverse information concerning you sent to a Credit Reference Bureau shall be made available to you upon written request;

9.2.4 Engage an external collections agency to seek repayment;

10. GOVERNING LAW

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

11. DISPUTE RESOLUTION

The Parties agree that should a dispute arise with respect to these Terms and Conditions, the matter shall be submitted to a single arbitrator to be appointed by the Parties jointly in writing and failing agreement, by the Chairman for the time being of the Chartered Institute of Arbitrators, Kenya Chapter. Such arbitration shall be conducted in Nairobi, Kenya and resolved in accordance with the provisions of the Arbitration (Amendment) Act 2009 as amended from time to time.

12. INDEMNITY

12.1 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 Agreement 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 Agreement.

13. ASSIGNMENT

13.1 This Agreement and any schedules hereto (as from time to time may be amended) form a legally binding agreement on you and your personal successors and assigns.

13.2 You may not assign, transfer or delegate any of your rights or obligations under these Terms and Conditions.

13.3 Dodore reserves the right to assign any or all of its rights to a different affiliate.

13.4 The rights and remedies herein are in addition to any rights or remedies provided by law.

13.5 If any provision of this Agreement shall be found to be invalid or unenforceable this shall not affect the other provisions herein which shall remain in full force and effect.

14. WAIVER

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

15. 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.

16. NOTICES

16.1 Notices and other information permitted herein shall be sent via SMS to the contact mobile phone number provided on your information provided in 5.1.

16.2 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, Kilimani, 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.

17. FORCE MAJEURE

17.1 Although we will try to ensure that you are able to make full use of the Agri-wallet we do not guarantee that the Agri-wallet will be available at all times and Dodore shall not be liable to the farmer or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of its obligations under these Terms and Conditions if the delay or failure was due to any cause beyond Dodore's control

17.2 The Agri-wallet is not fault free and factors including (but not limited to) acts of nature, geographical topography, weather conditions, planned maintenance or rectification work on the Agri-wallet System may interfere adversely with the quality and provision of the Agri-wallet Services.

18. STATEMENTS, COMPLAINS AND GENERAL QUERIES

18.1 You may obtain a balance enquiry from your wallet and send any general queries and complains by contacting Customer Care Centre by sending an email to customercare@agri-wallet.com or by sending 'Q' to 20342. 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.

18.2 Printed statements of your Agri-wallet Account will be provided upon request.

19. GENERAL

19.1 You must pay all our expenses in recovering any amounts you owe us including Agri-wallet fees.

19.2 You must notify us immediately of any change of your details in your enrolment.

19.3 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.

19.4 All copyright, trademarks and other intellectual property rights used as part of the Agri-wallet Account and Services are owned by Dodore.

19.5 If any provision in this Agreement is found by the Kenyan court to be contrary to any law, this provision will be severed from the Agreement but the remaining provisions remain in full force and effect.

20. 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: 26th February 2019