



## ONE FARM SOLUTION TERMS AND CONDITIONS

### 1. Terms and Conditions of One Farm Solution

- 1.1. This agreement sets out the Terms and Conditions (hereinafter called “these Terms and Conditions”) which shall be applicable to the One Farm Solution.
- 1.2. Any amendments or variations made to these Terms and Conditions shall be published on the Website and shall take effect on the date of their publication or as otherwise provided in such amendment or variation.
- 1.3. These Terms and Conditions and any amendments or variations thereto shall remain in full force and effect and apply to the One Farm Solution until such time as these Terms and Conditions may be terminated in accordance with clause 7.

### 2. Definitions

- 2.1 Where these Terms and Conditions refers to **We, Us** and **Our**, it means the Bank, and its successors or assigns.
- 2.2 Where these Terms and Conditions refers to **You, Your** and the **User** it means the Farmer and their personal representative or assigns.
- 2.3 In these Terms and Conditions, the following terms and expressions shall have the following meaning:
  - 2.3.1 **“Access codes”** means any type of unique identifier used to enable a person to identify themselves and gain authorised access to the One Farm Solution, including any Passwords, Usernames, One Time Password (OTP) authentication code or device, and alternative security authentication methods or any of the secret characters (letters, numbers and special characters) used for access;
  - 2.3.2 **“Applicable Law”** means all laws, regulations, statutes, by-laws, consents and/or other laws of any relevant government authority and any other instrument having the force of law relating to the activities described under these Terms;
  - 2.3.3 **“Bank”** means Stanbic Bank Kenya Limited, registration number C. 9520;
  - 2.3.4 **“Business day”** means any day on which business is usually conducted in the Republic of Kenya, excluding Saturdays, Sundays and Public Holidays.
  - 2.3.5 **“Credit Reference Bureau”** means a credit reference bureau duly licensed under the Banking Act pursuant to the Banking (Credit Reference Bureau) Regulations to inter alia, collect and facilitate the sharing of customer credit information;
  - 2.3.6 **“Farmer”** means user of the One Farm Solution who delivers farm produce to an Off taker for payment;
  - 2.3.7 **“Equipment”** means the Farmer’s mobile phone handset, SIM Card and/or other equipment which when used together enables the Farmer to access the System through a mobile telecommunications network;
  - 2.3.8 **“Event of Force Majeure”** means an event beyond the Bank’s control including but not limited to act of God, acts of war, acts of terrorism, civil war, riot, strikes or disorder, pandemics, epidemics;
  - 2.3.9 **“Income Advance”** means a Loan advanced to the Farmer by the Bank from time to time subject to these Terms and Conditions.
  - 2.3.10 **“Inputs”** means any feeds, medicine, artificial insemination services or any other costs incurred in the farming process.
  - 2.3.11 **“Inputs Provider”** means an approved supplier of the inputs to the Farmer.
  - 2.3.12 **“Intellectual”** means all rights in and to Intellectual Property.
  - 2.3.13 **“Intellectual Property”** means all; inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with these; copyright, including copyright in logos, devices, designs, multimedia works and computer software programs (in source and object code form), as well as programmers’ or developers’ notes, flow charts and design documents; rights protecting goodwill and reputation; proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics; schematics; marketing; sales and user data; domain names and URLs; databases and rights in databases confidential information; other intellectual property rights and similar kinds of protection that are registered or can be registered anywhere in the world; and applications for, and rights to apply for, the protection of any of the items on this list.
  - 2.3.14 **“Network”** means the mobile cellular network operated by a registered mobile and internet service provider;
  - 2.3.15 **“Off taker”** means an approved party who purchases the Farmer’s produce for further processing and makes payment to the Farmer;
  - 2.3.16 **“One Farm Solution”** means the technology platform developed and managed for purposes of accessing the Services;
  - 2.3.17 **“One Farm Solution Services”** means services availed to the Farmer which shall enable the Farmer through the use of Equipment to perform such transactions on the One Farm Solution including but not limited to keeping records of their production and performance, access affordable and convenient technical farming practices, digital recording of milk delivered, access working capital facilities and any other services as the Bank shall from time to time allow;
  - 2.3.18 **“Password”** means the One Farm Solution selected password or passcode chosen by the Farmer for accessing the Service;
  - 2.3.19 **“Personal Data”** means any information relating to an identified or identifiable natural or juristic person as stipulated by Applicable law;
  - 2.3.20 **“Phone Number”** means the mobile telephone number within the Network which the Borrower has indicated as their mobile



line number as registered on the One Farm Solution;

- 2.3.21 **“Process”** means any operation or activity, automated or not, concerning Personal Data, including: collection, recording, organisation, structuring; storage, adaptation or alteration; retrieval, consultation or use; disclosure by transmission, dissemination, or otherwise making available; or alignment or combination, restriction, erasure or destruction of information. “Processing” and “Processed” will have a similar meaning;
- 2.3.22 **“Progressive Web App”** means the One Farm Solution version accessed through the internet on Your phone.
- 2.3.23 **“Sanctioning Body”** means any one or a combination of the Office of Foreign Assets Control of the Department of Treasury of the United States of America, the United Nations Security Council, the European Union, Her Majesty’s Treasury, The French Ministry of Economy, Finance and Industry, the Kenya Financial Intelligence Unit and any other sanctioning body recognised by Us from time to time;
- 2.3.24 **“SMS”** means a short message service.
- 2.3.25 **“Standard Bank Group”** means Standard Bank Group, the holding company and any subsidiary of the holding company and all its subsidiaries
- 2.3.26 **“User Profile”** means the digital identity created as the One Farm Solution’s profile upon acceptance of these Terms and Conditions and registration onto the One Farm Solution;
- 2.3.27 **“USSD”** means the One Farm Solution version accessed through dialing a short code on Your phone;
- 2.3.28 **“Website”** means the official website of Stanbic Bank Kenya Limited accessible at the following address: <https://www.stanbicbank.co.ke> (or any replacement page).

### 3 Use of the One Farm Solution

- 3.1 You will access the One Farm Solution through the Progressive Web App or USSD or SMS or any other channel provided by the Bank for this purpose. The Farmer will be guided through the instructions on the One Farm Solution on creation of a User Profile.
- 3.2 The Farmer may also authorize the Off taker to create the Farmer’s User Profile and provide the Bank with the Farmer’s Personal Information. In such instances, the Bank in collaboration with the Off taker will avail the Farmer the opportunity to opt into the One Farm Solution and provide these Terms and Conditions for acceptance by the Farmer.
- 3.3 You will use Your registered Username and Password to access the One Farm Solution.
- 3.4 The Farmer will be able to access the User Profile to perform the One Farm Services.

### 4 Access to Income Advance

- 4.1 The Farmer may access an Income Advance which if approved, will be subject to the following conditions:
  - 4.1.1 The Income Advance application shall be initiated and submitted by the Farmer via the One Farm Solution using the Phone Number. The Farmer will be guided through the instructions on the App.
  - 4.1.2 The Farmer’s application shall be evaluated according to the applicable loan eligibility assessment criteria of the Bank. The Bank reserves the right at its sole and absolute discretion and without giving any reason to approve, in full, in part, or decline the Farmer’s Income Advance application.
  - 4.1.3 The Farmer acknowledges that the Bank will review the Income Advance Application against the Farmer’s production records and any Inputs received by the Farmer from the Input Providers as recorded by either the Input Providers or Off takers on the One Farm Solution. The Bank will notify the Farmer via SMS if the application is approved or declined.
  - 4.1.4 Subject to the approval of the Farmer’s Income Advance application and the Farmer’s acceptance of these Terms and Conditions, the Bank shall disburse the Loan to the Farmer’s MPESA wallet.
  - 4.1.5 The proceeds of the Loan shall be disbursed subject to any deductions on account of facility fees and insurance premiums.
- 4.2 Facility fee payable under the Income Advance shall:
  - 4.2.1 be a recovery of charges for facilitation of the advance.
  - 4.2.2 be calculated on the basis of period the facility will be outstanding to the next repayment date
  - 4.2.3 be debited to the Borrower’s One Farm Solution loan account and payable from the farmer’s next payment for milk deliveries during the month the facility is drawn down
- 4.3 The Farmer hereby acknowledges that all fees payable in connection with the Income Advance including but not limited to Interest Rate, default interest and any charges incurred by the Bank in respect of collection and recovery of the Loan or any amounts owed to the Bank by the Farmer arising from this agreement, will be borne by the Farmer.
- 4.4 The Income Advance shall be availed for a maximum period of 1 (One) month and will be repayable as a bullet payment by 5<sup>th</sup> of every month



through check-off with the next monthly Farmer payment due to the Farmer from the Off taker.

- 4.5 The Bank requires Life Insurance cover ("Credit Life Cover") for the Loan amount with an underwriter approved by the Bank and with the Bank's interest noted as first loss payee.
- 4.6 The Farmer has the option to exercise their right to select an underwriter of their choice to arrange the Credit Life Cover or to authorize the Bank to arrange Credit Life Cover with a pre-approved underwriter and to deduct the insurance premiums payable from the Loan amount.
- I hereby expressly forfeit my right to appoint an underwriter, not being the Bank, to arrange the Credit Life Cover for the Loan.
- I hereby authorize the Bank to arrange Life Insurance cover for the Loan amount with the Bank's interest noted as first loss payee and to deduct the insurance premiums payable from the loan amount.
- 4.7 In the event the Farmer fails to deliver requisite produce to the Off taker to cover the value of the outstanding Income Advance Loan and applicable fees and charges, the Farmer will pay by the repayment date, the outstanding Income Advance Amount, fees and any charges to the Bank.
- 4.8 If the Borrower fails to repay the Loan and/or Interest due or owing by the Borrower to the Bank, the Borrower will be charged default Interest on the overdue amount at the rate of 2% per month.
- 4.9 The Farmer shall indemnify the Bank on a full and unqualified indemnity basis against:
- 4.9.1 any charges including, without limitation, costs incurred by the Bank in obtaining legal advice in connection with the Loan, related to the Farmer's dealings with the Bank or incurred by the Bank in any legal, arbitration or other proceedings arising out of any dealings in respect of the Loan including costs incurred by the Bank in respect of collection and recovery of any amounts owed to the Bank by the Farmer arising from this agreement; and
- 4.9.2 all other fees and expenses incurred in respect of the Loan.
- 4.10 The Bank reserves the right to vary fees and charges at any time in line with market conditions and within permissible legal limits. The Bank shall give 30 (thirty) days' notice to the Farmer of such amendment and its effective date.

## 5. Exclusion of Liability

- 5.1 The Bank shall not be responsible for any loss suffered by the Farmer that is not attributable to the Bank:
- 5.1.1 if the One Farm Solution Services are unavailable for any reason including but not limited to Equipment failure, loss of power, malfunction, interruption or unavailability of the Network or any telecommunication system; or
- 5.1.2 as a result of any fraudulent or illegal use of the One Farm Solution Services, the Borrower's Phone Number and/or the Borrower's Equipment; or
- 5.1.3 resulting from an Event of Force Majeure.
- 5.2 Under no circumstances shall the Bank be liable to the Farmer for any loss or for any indirect or consequential loss or damage of whatever kind, howsoever caused or arising including, without limitation those caused or arising out of or in connection with:
- 5.2.1 a failure or unavailability of the Services not attributable to the Bank;
- 5.2.2 disclosure of Your Access Codes and such disclosure results to access and fraudulent use of your account on the One Farm Solution;
- 5.2.3 any failure or problem affecting the provision of any services provided by any other person, for example, a telecommunication service provider, internet service providers or other users of the One Farm Solution;
- 5.2.4 any delay in confirming its approval or rejection of the Income Advance application or in disbursing the Loan following approval of the Loan application;
- 5.2.5 the termination of these Terms and Conditions;
- 5.2.6 the cancellation or calling in of the Loan pursuant to Clause 7;
- 5.2.7 the matters set out in Clause 5.1 above even where the possibility of such loss or damage is notified to the Bank;
- 5.2.8 any other event that we have no direct control over.
- 5.2.9 any negotiation process (or legal claim) with or against the Input Provider and/or Off taker. We shall have no involvement in such processes or claims.

## 6. Indemnity



- 6.1 In consideration of the Bank complying with the Farmer's Instructions or requests, the Farmer agrees to compensate the Bank, on demand, in full in respect of all losses and costs (including legal costs) that the Bank may incur as a consequence of:
- 6.1.1. any claim made by a third party, against the Bank arising out of Your improper use of the One Farm Solution;
  - 6.1.2. any damage caused to any part of the One Farm Solution by Your improper use of the One Farm Solution services;
  - 6.1.3. any breach by You in respect of Our Confidential Information as referred to in the confidentiality clause;
  - 6.1.4. any breach by You of any of these Terms and Conditions, including the warranties and representations given in the Personal Data clause;
  - 6.1.5. any fraud or theft arising in connection with Your use of the One Farm Solution;
  - 6.1.6. the unauthorised use of any of Your Access Codes;
  - 6.1.7. any dishonesty on Your part or bad faith on Your part;
  - 6.1.8. Your use, storage or loading of incorrect details;
  - 6.1.9. Your engaging in any conduct referred to in the termination clause of One Farm Solution services;
  - 6.1.10. Your becoming subject to sanctions imposed by any Sanctioning Body;
  - 6.1.11. the seizure, blocking or withholding of any funds in relation to You by any Sanctioning Body;
- 6.2 For the purposes of Clause 6.1, the expression "the Farmer's instructions or requests" means any instructions or requests received by the Bank from the Farmer's Phone Number, whether or not such instructions or requests are issued by the Farmer or someone else acting with or without instructions, it being acknowledged and agreed that the Bank shall treat all such instructions or requests as issued by the Farmer without the necessity of independent investigation or verification. In this regard, the Farmer irrevocably authorizes the Bank to act on all instructions or authorization received by the Bank from the Farmer's Phone Number and to hold the Farmer liable in respect thereof, notwithstanding that any such requests are not by the Farmer or authorized by the Farmer.

## 7. Variation and Termination of Relationship

- 7.1 The Bank may at any time, upon issuance of one (1) month's notice, terminate or vary its business relationship with the User.
- 7.2 Without prejudice to the Bank's rights under clause 7.1 above, the Bank may vary or terminate the relationship if any of the below events occur:
- 7.2.1. If the variation or termination is required to comply with an order or instruction from the government, court, regulator or other competent authority;
  - 7.2.2. Where such a suspension or variation is necessary to enable variation or change in the One Farm Solution;
  - 7.2.3. To facilitate update or upgrade the contents or functionality of the Services from time to time;
  - 7.2.4. Where the Bank suspects that the One Farm Solution is being used fraudulently, negligently, unlawfully, for money laundering activities, or the financing of terrorist and related activities;
  - 7.2.5. Non-compliance with any legal, fiscal or regulatory requirements or changes;
  - 7.2.6. Where You become the subject of sanctions established by a Sanctioning Body.
- 7.3 For purposes of the Income Advance, each of the following events shall be regarded as an Event of Default;
- 7.3.1. If the Farmer fails to pay any amounts due to the Bank on the due date;
  - 7.3.2. If the Farmer defaults in the due and punctual performance of any other obligation under these Terms and Conditions;
  - 7.3.3. if the Farmer is unable or admits inability to pay their debts as they fall due;
  - 7.3.4. if the Farmer fails to comply with or pay by the required time any sum due from any final judgment or any final order made or given by a court or arbitral tribunal or other arbitral body, in each case of competent jurisdiction;
  - 7.3.5. if any sequestration, attachment, expropriation, distress, execution or other analogous process in any jurisdiction is levied, enforced, issued or sued out on or against any assets of the Farmer and is not discharged or stayed within thirty (30) days;
  - 7.3.6. should the Farmer generally do or omit to do anything which may (in the opinion of the Bank, acting reasonably) cause the Bank to suffer any loss or damage, including any reputational loss or damage;
  - 7.3.7. Where the Bank reasonably suspects that the Loan is being used to perpetuate an illegality or unethical activities, or the Farmer is engaged in illegality or unethical activities or any accounts of the Farmer held with the Bank are being used fraudulently, negligently, for money laundering activities, for illegal or terrorist activities, or for any purpose that does not comply with any law.

If an Event of Default occurs then, in any such event, the full amount of the Loan and any other facilities accorded to the Farmer by the Bank, then outstanding (whether or not it is due for payment), and all charges accrued thereon, together with default interest as defined above shall



immediately become due and payable. In addition, the Bank shall have the right to exercise all other remedies available to it under the laws of Kenya.

7.4 Any termination shall be without prejudice to any rights and obligations accrued as at the date of the said termination.

7.5 Termination of Our relationship with You for any reason will result in the cancellation of Your access to and your use of the One Farm Solution.

## 8. Intellectual Property

8.1 The copyright and any other Intellectual Property rights in all content on or sent through the One Farm Solution, (including storage media) belongs to the parties as defined in the agreement governing the One Farm Solution. You may print and make a paper copy of content sent through the One Farm Solution, including logos, images or multimedia works only if:

8.1.1 it is for Your use of the One Farm Solution;

8.1.2 It is not used for any commercial (business) reason; and

8.1.3 the copy of the content shows Our copyright notice.

8.2 The logos and trademarks on the One Farm Solution belong to the Bank or the Standard Bank Group. Nothing on our One Farm Solution gives any person the right to use any trademark or other Intellectual Property (our property) without Our written permission.

8.3 Even if any content on the One Farm Solution is not confidential or there is no copyright in it, We own the content and You have no rights in it.

## 9. Confidentiality

9.1 In this clause 9, a reference to Confidential Information means firstly, all data, reports, records, documentation and other information relating to the One Farm Solution Services and secondly, any other information of any kind developed or acquired by either You or Us in connection with these Terms and Conditions

9.2 You agree that Your Confidential Information may be stored electronically or non-electronically either by the Bank, Standard Bank Group or by a third party appointed by the Bank, which third parties shall be subject to confidentiality obligations.

9.3 You agree that the Bank will be entitled to share Your Confidential Information between Standard Bank Group members, if necessary for the purposes of the One Farm Solution services.

9.4 You agree that the Bank will be entitled to disclose Your Confidential Information to a third party if it is necessary for the proper operation of the One Farm Solution services.

9.5 Confidential information shall not include:

9.5.1 information that is publicly known; or

9.5.2 information which the law or a court compels us to disclose.

9.6 The mutual obligations in this clause 9 will continue to apply even upon the termination of these Terms and Conditions and use of the One Farm Solution.

## 10. Disclosure of Information and Data Protection

10.1 By accepting these Terms and Conditions the Farmer hereby consents, authorizes and agrees as follows:

10.1.1 That the Bank may use any information provided to the Bank by the Farmer for the purpose of providing the Farmer with One Farm Solution Services;

10.1.2 That the Bank may furnish Standard Bank Group Limited, any other Subsidiary or associate company of Standard Bank Group Limited, and any assignee or transferee of the Bank's rights in terms hereof, with any information and documentation they may request regarding your use of the One Farm Solution and any Loan, including (without limitation) any security or any "know your customer" information provided in respect of the Loan or the Farmer.

10.1.3 The Farmer agrees with the Bank that the Bank may:

(i) hold and process, any information obtained about the Farmer as a consequence of use of the One Farm Solution;

(ii) include Personal Data in the Bank's systems which may be accessed by other companies in the Bank's group for credit assessment, statistical analysis including behaviour and scoring and to identify products and services (including those supplied by third parties) which may be relevant to the Farmer; and

(iii) permit other companies within the Bank's group to use Personal Data and any other information it holds about the Farmer to bring to its attention products and services, which may be of interest to the Farmer.



- 10.1.4 The Farmer further agrees that the Bank may disclose its Personal Data and/or Information relating to the Farmer including data and information relating to the Loan and any documents referred to herein or the assets, business or affairs of the Farmer outside the Bank's group whether such Personal Data and/or information is obtained after the Farmer ceases to be the Bank's customer or during the continuance of the banker-customer relationship or before such relationship was in contemplation:
- (i) for fraud prevention purposes;
  - (ii) to licensed credit reference agencies or any other creditor, if the Borrower is in breach of the Terms and Conditions;
  - (iii) to its external lawyers, auditors and other sub-contractors or persons acting as the Bank's agents;
  - (iv) to any person who may assume the Bank's rights under these Terms and Conditions;
  - (v) if the Bank has a right or duty to disclose or are permitted or compelled to do so by law; and
  - (vi) for the purpose of exercising any power, remedy, right, authority, or discretion pursuant to these Terms and Conditions or any other document.
- 10.1.5 The Farmer consents to the Bank's collection of their Personal Data and/or other information from it and, where lawful and reasonable, from public sources for credit, fraud, compliance purposes, and for the additional purposes set out below.
- 10.1.6 If the Farmer gives Personal Data and/or other information about or on behalf of another person to the Bank, the Farmer confirms that they are authorized to:
- (i) give the Bank the Personal Data and/or other information;
  - (ii) consent on behalf of that other person to the Processing of such Personal Data and/or other information, including any cross-border transfer of Personal Data and/or other information into and outside of Kenya where the products or services are or may be provided; and
  - (iii) receive any privacy notices on behalf of that other person.
- 10.1.7 The Farmer hereby consents to the Bank Processing the Personal Data and/or other information:
- (i) to provide products and services to the Farmer in terms of the Loan and any other products and services for which the Farmer may request from the Bank;
  - (ii) to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve the Bank's products and services;
  - (iii) outside of Kenya where the products or services are or may be provided. Such countries may not have the same data protection laws as the country where the products or services are provided;
  - (iv) by sharing the Farmer's Personal Data and/or other information with the Bank's third-party service providers, in and outside Kenya where the products or services are or may be provided.
- 10.1.8 The Bank's Processing practices and privacy statement are available on the Bank's Website at <https://www.stanbicbank.co.ke>.
- 10.1.9 The Farmer acknowledges and agrees to the Bank's collection, use, Processing and sharing of the Farmers's Personal Data and/or other information for the above purposes. The Farmer further agrees that a disclosure of information by the Bank in the circumstances contemplated by this paragraph does not violate any duty owed to the Farmer in law or pursuant to any agreement between the Farmer and the Bank or in the ordinary course of banking business and the customs, usage and practice related to banking. The Farmer further agrees that the disclosure may be made without further reference to, or, authority from the Farmer and without inquiry by the Bank as to the justification for or validity of such disclosure.

## 11. Information Sharing Consent

The Farmer hereby agrees to be bound by the following requirements relating to the submission of information to the Credit Reference Bureau (whether or not the Loan has been drawn down) and irrevocably:

- 11.1 consents to the Bank collecting, receiving, compiling and retaining any Customer Credit Information about the Farmer for purposes of:
- (i) assisting the Bank to perform the Bank's statutory assessment of the Farmer's creditworthiness;
  - (ii) deciding whether or not to grant the Farmer credit; and
  - (iii) monitoring the Farmer's credit profile should the Bank grant the Farmer credit; and
  - (iv) filing the Bank's Customer Credit Information with the Credit Reference Bureau.



- 11.2 consents to the receipt, sharing, provision and exchange of information with Credit Reference Bureau and with other licensed financial institutions and micro finance deposit taking institutions through the Credit Reference Bureau provided that the Farmer reserves the right to lodge a complaint with the Credit Reference Bureau or to challenge any Customer Credit Information held by the Credit Reference Bureau in respect to the Farmer;
- 11.3 acknowledges that the Customer Credit Information obtained may include positive or negative information regarding the Farmer's payment record;
- 11.4 acknowledges that the Credit Reference Bureau is required by law to collect negative information on the background and credit history relating to the non-performing obligations of the Farmer;
- 11.5 consents to the collection, recording, retention and submission of all information relating to the economic, financial and commercial obligations of the Farmer in order to determine your overall debt exposure and ability to pay.

## 12. General

- 12.1 These Terms and Conditions (as may be amended from time to time) form a legally binding agreement and are binding on the User.
- 12.2 The Bank may at any time vary or amend these Terms and Conditions. Any such variations or amendments shall be published on the Bank's Website and/or by any other means as determined by the Bank and any such variations and amendments shall take effect immediately upon publication. The Farmer's continued use of the One Farm Solution services will constitute the Farmer's agreement to be bound by these Terms and Conditions as amended or varied from time to time.
- 12.3 The Bank may, in instances where an Income Advance Loan has been advanced to the Farmer, at any time without notice to the Farmer apply payments received in respect of any designated accounts to any other Accounts held by the Farmer or against any other Account or indebtedness in respect of which the Farmer is liable.
- 12.4 Any failure by the Bank to exercise, or any delay in exercising, any of its rights under these Terms and Conditions or under any Applicable Law will not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any such right will not preclude any other or further exercise of that or any other such rights; and no act or course of conduct or negotiation on the part of the Bank shall preclude the Bank from exercising any such right or constitute a suspension or any variation of such right. The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.
- 12.5 If, at any time, any provision in these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under any law, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law will in any way be affected or impaired.
- 12.6 Any addition or alteration to these Terms and Conditions may be made from time to time by the Bank and of which notice has been given to the Farmer by way of publication as provided in clause 13.2 above shall be binding upon the Farmer as if the same were contained in these Terms and Conditions.
- 12.7 If any of the provisions of the Terms and Conditions are held to be invalid, unlawful or unenforceable, then such term, condition or provision will be deleted from the remaining terms, conditions and provisions, which will continue to be valid to the full extent permitted by law.
- 12.8 The Farmer shall not be entitled to assign or transfer their rights and/or obligations under these Terms and Conditions without the prior consent of the Bank.
- 12.9 A certificate signed by any manager or divisional executive of the Bank (whose appointment or authority need not be proved) as to any amount owing to the Bank under the Loan, the rates of interest and any other fact stated therein, shall, on its mere production, be *prima facie* proof of the content of such certificate.
- 12.10 The Farmer acknowledges that they have been free to secure and has taken independent advice in relation to the nature and effect of these Terms and Conditions and any Loan provided herein. It is agreed that the Borrower has not relied on any representation of the Bank in this regard.

## 13. Notices

- 13.1 Any notice, request or other communication to be given or made under these Terms and Conditions shall be sent via SMS and/or email through the User's registered phone contact number and/or email on the One Farm Solution. The User acknowledges that they shall have no claim against the Bank for damages resulting from losses, delays, misunderstandings or any other irregularities due to transmission of any communication.
- 13.2 Without prejudice to clause 13.1 above, any information published by the Bank (i) by advertisement in a local daily newspaper published in Kenya, or (ii) on the Bank's Website at <https://www.stanbicbank.co.ke> (or any replacement page) will constitute adequate notice for purposes of these Terms and Conditions in relation to the matters to which that information relates and the effective date of such notice will be the first Business Day following the date of publication.

## 14. Governing Law

- 14.1 This agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.



## 15. Acceptance

15.1 By applying for the One Farm Solution Services, the Farmer agrees to comply with and be bound by these Terms and Conditions in respect of the services provided.

15.2 The Farmer will be deemed to have read, understood and accepted these Terms and Conditions upon clicking on the "Accept" option.

I hereby accept the Terms and Conditions.

I hereby decline the Terms and Conditions.