



# ONEFARM SOLUTION TERMS AND CONDITIONS

## 1. Terms and Conditions of Onefarm Solution

- 1.1. This agreement sets out the Terms and Conditions (hereinafter called “these Terms and Conditions”) which shall be applicable to the Onefarm 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 Onefarm 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 Co-operative Society Shop or Agrovet Shop and their personal representatives or assigns or successors in title and 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 or entity to identify themselves and gain authorised access to the Onefarm 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 “**Agrovet Shop**” means a shop operated and maintained by other individuals or entities for purposes of providing goods and services to Farmers.
  - 2.3.3 “**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;
  - 2.3.4 “**Bank**” means Stanbic Bank Kenya Limited, registration number C. 9520;
  - 2.3.5 “**Business day**” means any day on which business is usually conducted in the Republic of Kenya, excluding Saturdays, Sundays and Public Holidays.
  - 2.3.6 “**Co-operative Society**” means an approved party who collects milk from their milk collectors or any other independent milk collectors for delivery to the Processor for further processing and makes payment to either their milk collectors or independent milk collectors;
  - 2.3.7 “**Co-operative Society Shop**” means a shop operated and maintained by the Co-operative Society for purposes of providing goods and services to Farmers.
  - 2.3.8 “**Farmer**” means user of the Onefarm Solution who delivers farm produce through a Milk Collector;
  - 2.3.9 “**Equipment**” means the Agrovet’s Shop or Co-operative Society’s Shop mobile phone handset, SIM Card, or other equipment which when used together enables the Agrovet Shop or Co-operative Society’s shop access the services;
  - 2.3.10 “**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;
  - 2.3.11 “**Intellectual**” means all rights in and to Intellectual Property.
  - 2.3.12 “**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.
  - 2.3.13 “**Lipa na Onefarm Service**” means a service availed on the Onefarm Solution that enables Farmers to pay for goods and services availed to them on credit by either the Agrovet Shop or Co-operative Society Shop.
  - 2.3.14 “**Milk Collector**” means an employee of either the Co-operative Society or Processor employed to collect milk from the Farmers.
  - 2.3.15 “**Network**” means the mobile cellular network operated by a registered mobile and internet service provider;
  - 2.3.16 “**Onefarm Solution**” means the technology platform developed and managed for purposes of accessing the Services;
  - 2.3.17 “**Onefarm Solution Services**” means services availed to the Agrovet Shop or Co-operative Society Shop which shall enable the Agrovet Shop or Co-operative Society Shop through the use of Equipment to perform such transactions on the Onefarm



Solution including but not limited to providing Farmer's with goods and services on credit and providing Lipa na Onefarm Service solution to Farmers ;

- 2.3.18 **"Password"** means the Onefarm Solution selected password or passcode chosen by the Agrovet Shop or Co-operative Society Shop 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 Milk Collector has indicated as their mobile line number as registered on the Onefarm 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 **"Processor"** means an approved party who collects milk from the Co-operative Society for further processing and sale;
- 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 Onefarm Solution's profile upon acceptance of these Terms and Conditions and registration onto the Onefarm Solution;
- 2.3.27 **"USSD"** means the Onefarm 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 Onefarm Solution

- 3.1 You will access the Onefarm Solution through USSD or any other channel provided by the Bank for this purpose. The Agrovet Shop or Co-operative Society Shop will be guided through the instructions on the Onefarm Solution on creation of a User Profile.
- 3.2 You will use Your registered Username and Password to access the Onefarm Solution.
- 3.3 The Agrovet Shop or Co-operative Society Shop will be able to access the User Profile to perform the Onefarm Services.

### 4. Services

- 4.1 The Agrovet Shop or Co-operative Society Shop will access the following Services:
  - 4.1.1 Access the Onefarm USSD to set their password and accept terms and conditions.
  - 4.1.2 Provide Lipa na Onefarm Services to Farmers.
  - 4.1.3 Access a monthly statement from the partner Co-operative Society or Processor.
  - 4.1.4 Access statements of the last 5 (five) transactions in relation to goods and services provided to Farmers.

### 5. Exclusion of Liability

- 5.1 The Bank shall not be responsible for any loss suffered by the Agrovet Shop or Co-operative Society Shop that is not attributable to the Bank:
  - 5.1.1 if the Onefarm 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 Onefarm Solution Services, the Agrovet Shop or Co-operative Society's Shop Phone Number and/or the Agrovet Shop or Co-operative Society's Shop Equipment; or
  - 5.1.3 resulting from an Event of Force Majeure.
- 5.2 Under no circumstances shall the Bank be liable to the Agrovet Shop or Co-operative Society's Shop 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 Onefarm 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 Onefarm Solution;
- 5.2.4 any delay in confirming its approval or rejection of an application to onboard the Agrovet Shop or Co-operative Society Shop on the Onefarm Solution or deleting the User Profiles following
  - 5.2.4.1 the termination of these Terms and Conditions;
  - 5.2.4.2 the matters set out in Clause 5.1 above even where the possibility of such loss or damage is notified to the Bank;
  - 5.2.4.3 any other event that we have no direct control over.
  - 5.2.4.4 any negotiation process (or legal claim) with or against the Agrovet Shop or Co-operative Society Shop. We shall have no involvement in such processes or claims.

## 6. Indemnity

- 6.1 In consideration of the Bank complying with the Agrovet Shop or Co-operative Society's Shop Instructions or requests, the Agrovet Shop or Co-operative Society 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 Other Users or a third party, against the Bank arising out of Your improper use of the Onefarm Solution;
  - 6.1.2. any damage caused to any part of the Onefarm Solution by Your improper use of the Onefarm Solution services;
  - 6.1.3. any breach by You in respect of any 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 Onefarm 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 Onefarm 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 Agrovet Shop or Co-operative Society's Shop" instructions or requests" means any instructions or requests received by the Bank from the Agrovet Shop or Co-operative Society Shop Equipment, whether or not such instructions or requests are issued by the Agrovet Shop, Co-operative Society Shop 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 Agrovet Shop and/or the Co-operative Society Shop without the necessity of independent investigation or verification. In this regard, the Agrovet Shop and/or the Co-operative Society Shop irrevocably authorizes the Bank to act on all instructions or authorization received by the Bank from the Agrovet Shop and/or the Co-operative Society's Shop Equipment and to hold the Agrovet Shop and/or the Co-operative Society Shop liable in respect thereof, notwithstanding that any such requests are not by the Agrovet Shop and/or the Co-operative Society Shop or authorized by the Agrovet Shop and/or the Co-operative Society Shop.

## 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 Agrovet Shop and/or the Co-operative Society Shop.
- 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 Onefarm 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 Onefarm 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 Any termination shall be without prejudice to any rights and obligations accrued as at the date of the said termination.
- 7.4 Termination of Our relationship with You for any reason will result in the cancellation of Your access to and your use of the Onefarm Solution.

## 8. Intellectual Property

- 8.1 The copyright and any other Intellectual Property rights in all content on or sent through the Onefarm Solution, (including storage media) belongs to the parties as defined in the agreement governing the Onefarm Solution. You may print and make a paper copy of content sent through the Onefarm Solution, including logos, images or multimedia works only if:
- 8.1.1 it is for Your use of the Onefarm 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 Onefarm Solution belong to the Bank or the Standard Bank Group. Nothing on our Onefarm 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 Onefarm 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 Onefarm 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 Onefarm 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 Onefarm 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 Onefarm Solution.

## 10. Disclosure of Information and Data Protection

- 10.1 By accepting these Terms and Conditions, the Agrovet Shop and the Co-operative Society Shop hereby consents, authorizes and agrees as follows:
- 10.1.1 That the Bank may use any information provided to the Bank by the Agrovet Shop and/or the Co-operative Society Shop for the purpose of providing the Agrovet Shop and/or the Co-operative Society Shop with Onefarm 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 Onefarm Solution, including (without limitation) any security or any "know your customer" information provided in respect of the Agrovet Shop and/or the Co-operative Society Shop.
  - 10.1.3 The Agrovet Shop and/or the Co-operative Society Shop agrees with the Bank that the Bank may:
    - (i) hold and process, by computer or otherwise, any information obtained about the Agrovet Shop and/or the Co-operative Society Shop as a consequence of use of the Onefarm 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 Agrovet Shop and/or the Co-operative Society Shop; and
  - (iii) permit other companies within the Bank's group to use Personal Data and any other information it holds about the Agrovet Shop and/or the Co-operative Society Shop to bring to its attention products and services, which may be of interest to the Agrovet Shop and/or the Co-operative Society Shop.
- 10.1.4 The Agrovet Shop and/or the Co-operative Society Shop further agrees that the Bank may disclose its Personal Data and/or Information relating to the Agrovet Shop and/or the Co-operative Society Shop including data and information relating to any documents referred to herein or the assets, business or affairs of the Agrovet Shop and/or the Co-operative Society Shop outside the Bank's group whether such Personal Data and/or information is obtained after the Agrovet Shop and/or the Co-operative Society Shop 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 its external lawyers, auditors and other sub-contractors or persons acting as the Bank's agents;
  - (iii) to any person who may assume the Bank's rights under these Terms and Conditions;
  - (iv) if the Bank has a right or duty to disclose or are permitted or compelled to do so by law; and
  - (v) 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 Agrovet Shop and/or the Co-operative Society Shop 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 In instances where the Agrovet Shop and/or the Co-operative Society Shop gives Personal Data and/or other information about Other Users to the Bank, the Agrovet Shop and/or the Co-operative Society Shop confirms that they are authorized to:
  - (i) give the Bank the Personal Data and/or other information;
  - (ii) consent on behalf of the Other Users 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 Other Users.
- 10.1.7 The Agrovet Shop and/or the Co-operative Society Shop hereby consents to the Bank Processing the Personal Data and/or other information:
  - (i) to provide products and services to the Agrovet Shop and/or the Co-operative Society Shop for which the Agrovet Shop and/or the Co-operative Society Shop 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 Agrovet Shop and/or the Co-operative Society's Shop 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 Agrovet Shop and/or the Co-operative Society Shop acknowledges and agrees to the Bank's collection, use, Processing and sharing of the Agrovet Shop and/or the Co-operative Society's Shop Personal Data and/or other information for the above purposes. The Agrovet Shop and/or the Co-operative Society Shop 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 Agrovet Shop and/or the Co-operative Society Shop in law or pursuant to any agreement between the Agrovet Shop and/or the Co-operative Society Shop and the Bank or in the ordinary course of banking business and the customs, usage and practice related to banking. The Agrovet Shop and/or the Co-operative Society Shop further agrees that the disclosure may be made without further reference to, or, authority from the Agrovet Shop and/or the Co-operative Society Shop and without inquiry by the Bank as to the justification for or validity of such disclosure.



## 11. General

- 11.1 These Terms and Conditions (as may be amended from time to time) form a legally binding agreement and are binding on the User.
- 11.2 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 Agrovet Shop and/or the Co-operative Society's Shop continued use of the Onefarm Solution services will constitute the Agrovet's Shop and the Co-operative Society's Shop agreement to be bound by these Terms and Conditions as amended or varied from time to time.
- 11.3 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.
- 11.4 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.
- 11.5 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 Agrovet Shop and/or the Co-operative Society Shop by way of publication as provided in clause 11.2 above shall be binding upon the Agrovet Shop and/or the Co-operative Society Shop as if the same were contained in these Terms and Conditions.
- 11.6 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.
- 11.7 The Agrovet Shop and/or the Co-operative Society Shop 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.
- 11.8 The Agrovet Shop and/or the Co-operative Society Shop 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. It is agreed that the Agrovet Shop and/or the Co-operative Society Shop has not relied on any representation of the Bank in this regard.

## 12. Notices

- 12.1 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 Onefarm 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.
- 12.2 Without prejudice to clause 12.1 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.

## 13. Governing Law

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

## 14. Acceptance

- 14.1 By applying for the Onefarm Solution Services, the Agrovet Shop and/or the Co-operative Society Shop agrees to comply with and be bound by these Terms and Conditions in respect of the services provided.
- 14.2 The Agrovet Shop and/or the Co-operative Society Shop 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.