

## **TERMS AND CONDITIONS**

### **1. Introduction**

Sokofresh offers farm level cold-storage as a service and a digital market linkage platform to seamlessly integrate small and medium scale farmers into professional value chains with its mobile cold storage solution and pay as you store business model, it gives farmers, traders and exporters a risk-free opportunity to safeguard the quality of their produce and increase their bottom-line.

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before accessing or using our market linkage platform on our website ([www.sokofresh.co.ke](http://www.sokofresh.co.ke)) and/or mobile USSD (the "Service") which is operated by Sokofresh Agri Innovations East Africa Limited ("Sokofresh", "us", "we", or "our").

In reading these Terms and Conditions, the following terms shall have the meanings stated below: -

- 1.1 "Buyer" means purchasers of produce from Farmers using the Market Linkage Platform.
- 1.2 "Market Linkage Platform" means Sokofresh's online platform to facilitate the buying and selling of produce between the Sellers and the Buyers.
- 1.3 "Farmer(s)" means farmers who are managed by Sokofresh.
- 1.4 "Seller(s)" means Farmer, Farmer's agent or a group of Farmers and Growers who use the Sokofresh Market Linkage Platform to sell their produce through Sokofresh.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access and/or use the Service. You warrant that you are at least 18-years-old and you are legally capable of entering into binding contracts. If you are under 18-years-old, you warrant that you have obtained consent from your parent or guardian and they agree to be bound by these Terms on your behalf. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms, then you should not access the Service.

### **2. Alteration of Service**

- 2.1 Sokofresh reserves the right to modify or terminate any service on the Market Linkage Platform for any reason at any time, with or without notice.
- 2.2 Sokofresh reserves the right to alter these Terms and Conditions any time. If Sokofresh considers alterations to constitute a material change to the Terms then Sokofresh will notify you by email according to your preferred mode of contact as expressed on your account. Sokofresh reserves the right to refuse service to anyone for any reason at any time. Sokofresh may remove content (by way of example but without limitation: items, item descriptions, chat text, booth text, and information submitted in the forums) that Sokofresh determines is unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property, Sokofresh Terms and Conditions, Sokofresh Privacy Policy ([https://sokofresh.co.ke/Sokofresh\\_PrivacyCookie\\_Policy\\_v2.pdf](https://sokofresh.co.ke/Sokofresh_PrivacyCookie_Policy_v2.pdf)), or any other policy documents and community guidelines as posted on Sokofresh.

Sokofresh will terminate your account without notice if your account is used in violation of our General Terms or otherwise in contravention with these Terms and Conditions. All Sokofresh

graphics, logos, designs, page headers, button icons, scripts, and service names are registered or unregistered trade marks or service marks. Sokofresh's trade marks or name may not be used, including as part of trade marks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion.

You can remove your profile at any time by deleting your account. This will also remove any private images you have stored in the system. By uploading images and item description content to Sokofresh, you agree to allow other Sokofresh users to view them and you agree to allow Sokofresh to display the images and content on Sokofresh, or in emails from Sokofresh, and store the images, item description, profile and other content.

### **3. General Terms**

- 3.1 You acknowledge that you are 18 years or older by using this site or setting up an account.
- 3.2 You must complete the requested profile information before the selling and payout process on the Market Linkage Platform can be initiated.
- 3.3 You acknowledge that you bear sole responsibility for keeping your password secure.
- 3.4 You agree not to use the Market Linkage Platform for any illegal or unauthorized purpose.
- 3.5 You agree to comply with all local laws regarding online conduct and acceptable content.
- 3.6 You are solely responsible for your conduct and any data, text, information, screen names, graphics, photos, profiles, audio and video clips, links or any other content that you submit, post or display on the Website.
- 3.7 You agree not to modify, adapt or hack our Service or modify another website so as to falsely imply that it is associated with Sokofresh.
- 3.8 You agree not to solicit, harass or impersonate Sokofresh members.
- 3.9 You agree not to transmit any worms or viruses or any code of a destructive nature.
- 3.10 Furthermore, while Sokofresh discourages certain conduct and content on the Website, you acknowledge and agree the Website is a venue and as such is not responsible for the content posted on it. You agree to use the Website at your own risk.
- 3.11 Sokofresh reserves the right to conduct due diligence on all its members and users as and when Sokofresh deems fit.

### **4. Dispute Resolution**

- 4.1 Any dispute which may arise between you and us concerning these terms and conditions shall be determined as provided in this clause 4.
- 4.2 For the purpose of this clause 4, a dispute shall be deemed to have arisen when one party serves on the other a notice in writing (including email) stating the nature of the dispute.

- 4.3 After service of the notice of dispute, the parties in dispute shall meet within five (5) working days of the service of the notice to attempt to settle the dispute.
- 4.4 If no settlement results from the meeting specified in clause 4.3 within ten (10) working days from the date of the first meeting, the dispute shall be referred for arbitration as per the clause below.
- 4.5 The dispute shall be referred to the decision of one (1) arbitrator to be agreed upon between the disputing parties or in default of agreement on one (1) arbitrator, an arbitrator to be appointed by the Chairperson for the time being of the Chartered Institute of Arbitrators (Kenya Branch) in accordance with and subject to the provisions of Kenya's Arbitration Act as may be amended from time to time. Subject to clause **Error! Reference source not found.**, the cost of the arbitration shall be borne by the losing party. The language of the arbitration shall be English.
- 4.6 All periods specified in this clause 4 are extendable by mutual agreement of the disputing parties.

## **5. Accounts**

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on the Service. You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service. You agree not to disclose your password to any third party. You agree to be fully responsible for activities that relate to your account or your password. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

## **6. Purchase Orders**

All items bought and sold on the Market Linkage Platform shall be done through the prescribed purchase orders. The buyer shall upload onto the Market Linkage Platform a purchase order stating (a) the name of the crop they want to buy and its variety; (b) the price; (c) the quantity; (d) delivery date; (e) mode of delivery(f) and delivery point. Sokofresh shall receive the purchase orders for review, which can either be accepted, declined or Sokofresh may request for amendment. If confirmed by Sokofresh, Sokofresh shall deliver the produce within 10 working days All payments made on purchase orders shall be credited to the Sokofresh's Account directly by the Buyer within 14 days of shipment to the delivery point. Once accepted by the Seller, and the goods have been shipped, the Purchase Order becomes a binding contract on both the Buyer and the Seller. Sokofresh is not a payment services provider and as such all financial transactions take place using licensed third party banks and payments service providers.

## **7. Buyer Obligations and Guidelines**

A Buyer is obligated to complete a purchase transaction on our Service. Sokofresh shall review and process the purchase order within ten (10) working days. A Buyer shall pay the Purchase Order price in full upon acceptance of the goods by the Buyer.

## **8. Quality Assurance**

All Farmers are trained on best practice for harvesting, produce handling so that the produce meets quality for buyers specifications.

## **9. Binding Sale**

All sales are binding. Unless there are exceptional circumstances, Sokofresh shall complete the transaction with the Buyer in a prompt manner once it is in receipt of a Purchase Order.

## **10. Refunds**

Payments referred to Farmers shall not be refundable.

## **11. Termination**

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Service or by sending a communication to any address (email or otherwise) that we have for you in our records. Upon termination, your right to use the Service will immediately cease. Without limiting any other remedies, Sokofresh, without notice, may suspend or terminate your account if Sokofresh suspects, in its sole discretion, that you (by information, investigation, conviction, settlement, insurance or escrow investigation, or otherwise) have violated any of Sokofresh policies set out in these Terms, the Privacy Policy( <https://sokofresh.co.ke/Sokofresh PrivacyCookie Policy v2.pdf> ), or any other policy documents or community guidelines, or you have engaged in an improper or fraudulent activity in connection with Sokofresh. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith. If Sokofresh terminates a listing or your account, if you close your account, or if the payment of your Seller fees cannot be completed for any reason, you remain obligated to pay Sokofresh for all unpaid fees plus any penalties, if applicable.

## **12. Manipulation**

The price stated in each Sokofresh item description is an accurate representation of the sale. Manipulation refers to activities whereby the price no longer accurately represents the monetary value of the transaction. Neither Buyer nor Seller, may manipulate the price of any item for any reason.

## **13. Intellectual Property**

The Service and its original content (excluding content provided by users), features, pictures, media, data and functionality, both electronic or in other forms and formats, or are and will remain the exclusive property of Sokofresh and its licensors. Sokofresh reserves the right to use farm data (all types of data) collected from the farm as it pleases. The Service is protected by copyright, trade mark, and other laws of both Kenya and foreign countries. Our trade marks and intellectual property shall not be used in connection with any product or service without the prior written consent of Sokofresh. Nothing in these Terms constitutes a transfer of any intellectual property rights

from us to you. You are permitted to use the Service only as authorized by us. As a user, you are granted a limited, non-exclusive, revocable, non-transferable right to use the Service to create, display, use, play, and download content subject to these Terms. Our intellectual property must not be used in connection with a product or service that is not affiliated with us or in any way brings us in disrepute. You must not modify the physical or digital copies of any content you print off or download in any way, and you must not use any illustrations, photographs, video or audio, or any graphics separately from any accompanying text. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by any other users are those of the respective authors or distributors and not of us.

#### **14. Links to Other Web Sites** to complete the transaction with the Buyer in a prompt manner

Our Service may contain links to third-party web sites or services that are not owned or controlled by Sokofresh. Sokofresh has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Sokofresh shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We only provide links to external websites as a convenience, and the inclusion of such a link to external websites do not imply our endorsement of those websites. You acknowledge and agree that when you access other websites on the Internet, you do so at your own risk. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

#### **15. Breach**

Without limiting other remedies available, Sokofresh may, without prior notice, limit your activity, immediately remove your item listings, warn Sokofresh's community of your actions, issue a warning, temporarily suspend, indefinitely suspend or terminate your membership (without refunding any fees) and refuse to provide our services to you if: (a) you breach these Terms and Conditions or other policy documents and community guidelines that these Terms incorporate by reference; (b) Sokofresh is unable to verify or authenticate any of your information; or (c) Sokofresh believes that your actions may cause financial loss or legal liability for you, Sokofresh's users or Sokofresh.

#### **16. Indemnification**

As a condition of your access to and use of the Service, you agree to indemnify us and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of or related to your access to and use of the Service or your breach of these Terms and any applicable law or the rights of another person or party. This indemnification section survives the expiration of your registration, and applies to claims arising both before, during and after the registration ends.

#### **17. Limitation of Liability**

You agree that Sokofresh shall not be liable for any damages suffered as a result of your using the Service, copying, distributing, or downloading content from the Service. In no event shall Sokofresh be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) however it arises, whether for breach of contract or in tort, even if it has been previously advised of the possibility of such damage. You have sole responsibility for adequate security protection and backup of data and/or equipment used in connection with your usage of the Service and will not

make a claim against for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Service. You must not assign or otherwise dispose of your account to any other person. Without limiting the foregoing, in no event will our aggregate liability to you exceed, in total, the amounts paid by you to us.

## **18. Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. Sokofresh, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or unauthorized access or, alteration of or use of record in connection with the use or operation of the Service, whether for breach of contract, tortious behavior, negligence or any other cause of action. We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the content contained on the Service for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim any express or implied warranty representation or guarantee as to the effectiveness or profitability of the Service or that the operation of our Service will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or error in the Service.

## **19. Governing Law**

These Terms shall be governed and construed in accordance with the laws of the Republic of Kenya, without regard to its conflict of law provisions. If Sokofresh does not enforce a right or provision of these Terms it will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## **20. Legal Compliance**

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your listing, purchase, solicitation of offers to purchase, and sale of items.

## **21. Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. It is your sole responsibility to periodically check these Terms for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to stop using the Service. Your continued use of the Service will be deemed as your acceptance thereof.

## **Contact Us**

If you have any questions about these Terms, please contact us [info@sokofresh.co.ke](mailto:info@sokofresh.co.ke) .