



TERMS AND CONDITIONS FOR BSS AND PU REGISTRATION AND LOAN APPLICATION

1. THE AGREEMENT

1.1. This Agreement sets out the complete Terms and Conditions (hereinafter called "these Terms and Conditions") which shall be applicable to BSS registration and Loan Application (as hereinafter defined) registered by you (as hereinafter defined) with the Lender (as hereinafter defined) and shall be binding on your personal representatives and assigns.

1.2. These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.

2. DEFINITIONS

2.1. In these Terms and Conditions the following words and expressions (save where the context requires otherwise) bear the following meanings:

2.1.1. "Greenland Fedha Account" means a grower number held by a Customer with the Lender and which is registered and operated in accordance with the terms and conditions herein contained;

2.1.2. "Lender" means Greenland Fedha Limited incorporated in Kenya as a private limited liability company registered under the company's Act (Chapter 486 of the Laws of Kenya) to operate the business of providing financial services to low income households in Kenya.

2.1.3. "Credit Reference Bureau" means a credit reference bureau duly licensed under the Banking Act pursuant to the Banking (Credit Reference Bureau) Regulations, 2008 as amended from time to time to inter alia, collect and facilitate the sharing of customer credit information;

2.1.4. "Customer" means the person in whose name the Greenland Fedha Account with the Lender is existing and has accepted this Agreement;

2.1.5. "Equipment" includes your mobile phone handset, SIM Card, BSS POS Gadget and/or other equipment which when used together enables you to access the Network;

2.1.6. "IPRS" means the Integrated Population Registration System set up and maintained by the Government of Kenya under the Ministry of State for Immigration and Registration of Persons;

2.1.7. "BSS Menu" means the BSS Menu on the BSS System;

2.1.8. "M-PESA Service" means the money transfer and payments service managed and operated by Safaricom through the M-PESA System;

2.1.9. "M-PESA System" means the system operated by Safaricom in Kenya for the provision of the M-PESA Service using the Network;

2.1.10. "M-PESA PIN" means your personal identification number being the unique secret code used to access and operate the M-PESA System;

2.1.11. "M-PESA Subscriber" means any person registered to use the M-PESA System to send or receive money or make payments and M-Pesa Subscriber Data means an M-Pesa Subscriber's name, national identity card number or any other identity card number as reflected in Safaricom's records from time to time;

2.1.12. "Request" means a request or instruction received by the Lender from you or purportedly from you through the Network and the System and upon which the Lender is authorized to act;

2.1.13. "GFL" means Greenland Fedha Limited incorporated in Kenya as a private limited liability company registered under the company's Act (Chapter 486 of the Laws of Kenya);

2.1.14. "Services" shall include any form of lending services or products that the Lender may offer you pursuant to this Agreement and as you may from time to time subscribe to and "Service" shall be construed accordingly;

2.1.15. "SIM Card" means the subscriber identity module which when used with the appropriate mobile phone handset enables you to access the Network and to use the M-PESA System;

2.1.16. "SMS" means a short message service consisting of a text message transmitted from one mobile phone to another;

2.1.17. "System" means the Lender's electronic and communications software enabling the Customer to communicate with the Lender for purposes of the Services. The System and the Services will for the purpose of this Agreement be accessed through the BSS System;

2.1.18. "Transaction Fees" includes the Facility Fee (as defined at clause 5.1.6), the Default Fee (as defined at clause 5.1.12) and any other fees and charges payable for the use of the Services as published by the Lender on the Lender's website or by such other means as the Lender shall in its sole discretion determine. Transaction Fees are subject to change at any time at the Lender's sole discretion;

2.1.19. "We," "our," and "us," means the Lender and includes the successors and assigns of the Bank;

2.1.20. "You" or "your" means the Customer and includes the personal representatives of the Customer;

2.2. The word "Customer" shall include both the masculine and the feminine gender as well as juristic persons;

2.3. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.4. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

3. ACCEPTANCE OF THE TERMS AND CONDITIONS

3.1. Before applying to register the Greenland Fedha Account via the BSS System you should carefully read and understand these Terms and Conditions which will govern the access, use and operation of the Greenland Fedha Account. In the event that you are unable to read and understand these terms and conditions electronically, you are requested to collect a printed version from the Greenland Fedha Limited offices.

3.2. If you do not agree with these Terms and Conditions, please click “Decline” on the BSS Menu.

3.3. You will be deemed to have read, understood and accepted these Terms and Conditions: -

3.3.1. upon clicking on the “Accept” option on the BSS Menu requesting you to confirm that you have read, understood and agreed to abide with these Terms and Conditions; and/or

3.3.2. by using or continuing to use and operate the Greenland Fedha Account.

3.4. By applying to register the Greenland Fedha Account with the Lender, you agree to comply with and be bound by these Terms and Conditions for the time being and from time to time in force governing the operation of the Greenland Fedha Account and you affirm that these Terms and Conditions herein are without prejudice to any right that the Lender may have with respect to the Greenland Fedha Account in law or otherwise.

3.5. These Terms and Conditions may be amended or varied by the Lender from time to time and the continued use of your Greenland Fedha Account constitutes your agreement to be bound by the terms of any such amendment or variation.

3.6. You acknowledge and accept that the Lender offers the Greenland Fedha Account only electronically and you agree to do business with the Lender and to operate the Greenland Fedha Account only by electronic means via the BSS Menu on the BSS System. Any query and complaint you may have relating to the Services shall be addressed to the Lender through Customer Care.

4. BSS REGISTRATION

4.1. In order to register a Greenland Fedha Account with the Lender:

- you must be at least 18 years old
- you must be a registered active tea grower in a KTDA managed tea factory
- you must be a registered and active Safaricom Subscriber for at least 6 months immediately preceding the date of application to be registered under this service.
- you must provide your original ID and a copy of the ID of your next of KIN
- you must provide an ATM card for mainstream banks or SACCO account card or deposit/withdrawal slip details if you wish your loan to be disbursed through EFT

4.2. You hereby agree and authorize the Lender to request Safaricom for your personal information held by Safaricom pursuant to the agreement between you and Safaricom for the provision of Safaricom products and services and M-PESA Service including your phone number, name, date of

birth, ID or Passport Number and such other information that will enable the Lender to identify you and comply with the regulatory “Know Your Customer” requirements (together the “Personal Information”).

4.3. You hereby agree and authorize the Lender to obtain and procure your Personal Information contained in the IPRS from the Government of Kenya and you further agree and consent to the disclosure and provision of such Personal Information by the Government of Kenya to the Lender.

4.4. You hereby further acknowledge and authorize the Lender to verify your Personal Information received from Safaricom pursuant to Clause 4.2 against the information received from the Government of Kenya in your respect as contained in the IPRS.

4.5. The Lender reserves the right to verify and or request for further information from you pertaining to your application for a Greenland Fedha Account at any time. Failure to provide such information within the time required by the Lender may result in the Lender declining to accept your application for a Greenland Fedha Account.

4.6. Acceptance or decline by the Lender of your application for a Greenland Fedha Account shall be done via SMS sent to the Safaricom Mobile Phone Number associated with your M-PESA Account. You acknowledge and accept that the acceptance by the Lender of your application for a Greenland Fedha Account does not create any contractual relationship between you and Safaricom beyond the terms and conditions that apply to your MPESA Account from time to time.

4.7. The Lender reserves the right to decline your application for a Greenland Fedha Account or to revoke the same at any stage at the Lender’s sole discretion and without assigning any reason or giving any notice thereto.

4.8 Any Personal Information received by The Lender under these Terms and Conditions shall only be held for specified, explicit and legitimate purposes and shall be processed in accordance to the Data Protection Act, No. 24 of 2019.

5. LOAN ACCOUNT

5.1. Greenland Fedha Loan Account

5.1.1. As a holder of the Greenland Fedha Account, you may, subject to these Terms and Conditions, apply for a loan from the Lender using the BSS Menu on your Equipment or PESA ULIPO Platform. You hereby authorise us to act on all requests received by us using your M-Pesa PIN and to hold you liable in respect thereof.

5.1.2. Where you apply for a loan from the Lender, your application shall be appraised according to the applicable loan appraisal processes of the Lender. The Lender reserves the right at its sole discretion and without assigning any reason to approve or decline your application for a loan.

5.1.3. Subject to approval of your application for a loan the Lender shall disburse to you a loan of an amount to be determined by the Lender in its sole discretion subject to a minimum amount of Kenya Shillings Five Hundred (Kshs. 500/=) and a maximum amount of Kenya Shillings Six Million (Kshs. 6,000,000/=) or such other minimum or maximum amount as the Lender may from time to time in its sole discretion determine (the “Loan”).

5.1.4. The proceeds of the Loan shall be credited into your M-PESA Account or through Electronic Funds Transfer (EFT) or RTGS to the customer's bank/sacco account of choice subject to any deductions on account of applicable Transaction Fees. We shall be deemed to have fully performed all our obligations upon compliance with request.

5.1.5. You shall repay the Loan within a minimum of three (3) months and a maximum of four (4) years based on the type of loan product applied for (, Bonus Advance Flex (BAF)- 1 Year, Bidii Loan – 2 Years, Inuka Loan – 3 Years, Jijenge RE Loan- 3years, Imarika RE Loan- 4years, Monthly Loan (ML)- 3years, Tea Harvesting Machine (THM) Loan- 1year, NHIF Loan- 1year, Crop Advance (CAL)- 1year and Bonus Shikilia (BOS)- 1 Year). However, in the event that any representations made by yourself are found to be false or misleading or if there is any apprehension that you are unable to pay your debts or upon receipt of a notice that you have admitted inability to pay your debts or a garnishee order or attachment order made against your tea proceedings or earnings, or if you are convicted of a criminal offence related to the use of this Service, the Lender shall be entitled to recover all the outstanding Loan together with fees payable thereon in full.

5.1.6. In consideration of the Lender granting you the Loan, you shall pay the Lender a facility fee being 3% of the Loan amount for BAF, ML, CAL, Bidii Loan and BOS, 3.5% of the loan amount for Inuka Loan, 4% of the loan amount for Jijenge RE loan and Imarika RE loan (the "Processing Fee") plus 1% of the Loan amount (the Insurance Fee"). This will be deducted upfront from the Loan amount.

5.1.7. In consideration of the Lender granting you the Loan, you shall pay the Lender a facility fee being (CBR Plus 1.5% Basis Point) reducing balance of the Loan amount for BAF, , ML, CAL, Bidii Loan and BOS, (CBR Plus 2.5% Basis Point)p.a. reducing balance of the loan amount for Inuka Loan, (CBR Plus 3% Basis Point)p.a. reducing balance of the loan amount for Jijenge RE Loan and (CBR Plus 4% Basis Point)p.a. reducing balance of the loan amount for Imarika RE Loan, (CBR Plus 1% Basis Point)p.a. reducing balance of the loan amount for THM and NHIF loan (the "Interest Fee"). The Interest Fee shall be paid/accrued monthly on the outstanding principle balance.

5.1.8. In consideration of the Lender granting you the Loan, you shall pay the Lender a facility fee being Kshs 50 per transaction for Mpesa Disbursement, Kshs 100 per transaction for EFT Disbursement and Kshs 500 per transaction for RTGS Disbursement (the "Disbursement Fee"). This will be deducted upfront from the Loan amount

5.1.9. The Lender shall hold your guarantor's tea proceeds as collateral and security for any amounts outstanding and due from you to the Lender in respect of your Greenland Fedha Loan Account.

5.1.10. Payments shall be made through check off from your tea proceeds as follows:

- Kshs 7.50 per Kg per month for Bidii Loan, 50% of the outstanding principal balance and any unpaid monthly interest with the 1st and 2nd year second payment respectively
- Kshs 5 per Kg per month for Bonus Advance Flex Loan and outstanding loan balance with second payment
- Kshs 2.5 per Kg per month for Tea Harvesting Machine (THM) Loan and outstanding loan balance with second payment

- Kshs 1.5 per Kg per month for Crop Advance and outstanding loan balance with second payment
- Kshs 1.5 per Kg per month for NHIF Loan and outstanding loan balance with second payment
- Outstanding loan balance with second payment for Bonus Shikilia or offset from top up loans
- Kshs 4 per Kg per month for Monthly Loan up to a maximum of 36 months
- Kshs 9 per Kg per month for Inuka Loan, 34% of the outstanding principle balance and any unpaid monthly interest with the 1st year second payment, 33% of the outstanding principle balance and any unpaid monthly interest with the 2nd and 3rd year second payment respectively.
- Kshs 10 per Kg per month for Jijenge Loan, 34% of the outstanding principle balance and any unpaid monthly interest with the 1st year second payment, 33% of the outstanding principle balance and any unpaid monthly interest with the 2nd and 3rd year second payment respectively.
- Kshs 12 per Kg per month for Imarika Loan, 25% of the outstanding principle balance and any unpaid monthly interest with the 1st 2nd, 3rd and 4th year second payments respectively

5.1.11. You can make early repayments of your loan at any given point through Paybill No 897310 or deposit directly to GFL's bank account at Equity Bank Moi Anenue Branch and Account No: 0470294935786

5.1.12. In the event that you do not repay the Loan in full, the lender has the discretion of recovering the overdue amount from any other grower number held by you in KTDA, third party grower number where leaf is being diverted to or illegally leased and your Guarantors after fully exhausting the borrower's income.

5.1.13. In consideration of the Lender forbearing to demand the immediate payment of the outstanding amount due in respect of your Loan, you shall, in addition to paying the outstanding amount in respect of the Loan, pay to the Lender a default fee being 0.67% p.m. of the outstanding amount in respect of the Loan (the "Default Fee").

5.1.14. The Lender reserves the right to vary the terms of the Loan including the fees payable thereon from time to time having regard to the prevailing rules and regulations of the Central Bank of Kenya and the policies of the Lender.

5.1.15. The Lender shall have a right of lien and set off over tea proceeds held by you in any other Grower Number registered under your name and ID Number held in KTDA in the event of default without any notice to you. You irrevocably authorise the Lender to recover the Loan in full together with the Interest fee and Default fee from this account(s). In this regard, the Lender is allowed to debit the amounts due under this account (s) until the Loan together with the Interest fee and Default fee is fully repaid. The funds available shall be applied as follows:

- a) repayment of the Interest fee and Default fee
- b) repayment of the Loan

5.1.16. You hereby expressly consent and authorize the Lender to disclose, respond, advise exchange and communicate the details or information pertaining to your Greenland Fedha Account to Credit

Reference Bureaus as required under the Banking Act or any other regulatory body. You further agree that the lender may take reasonable measure including instructing independent debt collectors to recover the Loan in the event of default.

6. FEES

6.1. You hereby agree to pay all Transaction Fees payable in connection with your use of the Services.

6.2. You shall pay to the Lender and the Lender is entitled deduct from your monthly tea proceeds (without reference to you):

6.2.1. Any Transaction Fees payable in respect of the Services;

6.2.2. Any legal charges including advocate and client costs incurred by the Lender in obtaining legal advice in connection with your Greenland Fedha Account and your dealings with the Lender or incurred by the Lender in any legal, arbitration or other proceedings arising out of any dealings in respect of your Greenland Fedha Account; and

6.2.3. All other fees, expenses and taxes, duties, impositions and expenses incurred in complying with your Requests.

7. STATEMENTS

7.1. You may request for a statement or activity report in respect of your Greenland Fedha Account from the Lender using your Equipment ("BSS Mini Statement").

7.2. A BSS Mini Statement shall provide details of the last 5 (five) transactions (or such other number of transactions as determined by the Lender) in your Greenland Fedha Account initiated from your Equipment.

7.3. A BSS Mini Statement shall be delivered to you in printed form at the lender's offices or by such other electronic means as the Lender may in its discretion determine. You shall be responsible for the payment of any charges levied by Safaricom in delivering the BSS Mini Statement to you electronically.

7.4. You may obtain printed Loan statement pertaining to your Greenland Fedha Loan Account from the Customer Care or any Credit Officer at the KTDA factories. You shall be responsible for the payment of any charges levied for such printed statements.

7.5. Save for a manifest error, a BSS Mini Statement or Loan statement issued to you aforesaid in respect of your Greenland Fedha Account shall be conclusive evidence of the transactions carried out on your Greenland Fedha Account for the period covered in the BSS Mini Statement and/or loan statement. You shall be deemed to have accepted all entries in your Loan Statement or BSS Mini Statement if you do not raise any queries within Seven (7) days of receipt thereof. The Lender reserves the right to rectify, add to or alter the Loan Statement or BSS Mini Statement without prior

notice to you but shall notify you of any such rectification, addition or alterations prior to effecting such changes.

8. IRREVOCABLE AUTHORITY OF THE BANK

8.1. You hereby irrevocably authorize the Lender to act on all Requests received by the Lender from you (or purportedly from you) through the System and to hold you liable in respect thereof, notwithstanding that any such requests are not authorized by you or are not in accordance with any existing mandates given by you.

8.2. If you request the Lender to cancel any transaction or instruction after a Request has been received by the Lender from you, the Lender may at its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.

8.3. The Lender shall be entitled to accept and to act upon any Request, even if that Request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, the Lender believes that it can correct the incomplete or ambiguous information in the Request without any reference to you being necessary.

8.4. The Lender is authorized to effect such orders in respect of your Greenland Fedha Account as may be required by any court order or competent authority or agency under the applicable laws.

8.5. In the event of any conflict between any terms of any Request received by the Lender from you and these Terms and Conditions, these Terms and Conditions shall prevail.

9. CUSTOMER'S EQUIPMENT AND CUSTOMER'S RESPONSIBILITIES

9.1. You shall at your own expense provide and maintain in safe and efficient operating order your Equipment necessary for the purpose of accessing the System and the Services.

9.2. You shall be responsible for ensuring the proper performance of your Equipment. The Lender shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, and nor shall the Lender be responsible for any computer virus or related problems that may be associated with the use of the System, the Services and the Equipment. You shall be responsible for charges due to any service provider providing you with connection to the Network and the Lender shall not be responsible for losses or delays caused by any such service provider.

9.3. You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by the Lender concerning the use of the System and Services.

9.4. You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your Equipment and for keeping your MPESA PIN secret and secure. You shall ensure that your M-PESA PIN does not become known or come into possession of any unauthorized person. The Lender shall not be liable for any disclosure of your M-PESA PIN to any third party and you hereby agree to indemnify and hold the Lender harmless from any losses resulting from any M-PESA PIN disclosure.

9.5. You shall take all reasonable precautions to detect any unauthorized use of the System and the Services. To that end, you shall ensure that all communications from the Lender are examined and

checked by you or on your behalf as soon as practicable after receipt by you in such a way that any unauthorized use of and access to the System will be detected.

9.6. You shall immediately inform the Lender through Customer Care in the event that:

9.6.1. You have reason to believe that your M-PESA PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or

9.6.2. You have reason to believe that unauthorized use of the Services has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.

9.7. You shall at all times follow the security procedures notified to you by the Lender from time to time or such other procedures as may be applicable to the Services from time to time. You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your Greenland Fedha Account's confidentiality. In particular, you shall ensure that the Services are not used or Requests are not issued or the relevant functions are not performed by anyone other than a person authorized to do so.

9.8. You shall not at any time operate or use the Services in any manner that may be prejudicial to the Lender.

9.9 You shall not terminate or cancel your account at Green Land Fedha when you have any outstanding loans. In this regard, you shall not discontinue the use of your grower number or deliver tea using any other grower number not registered to you until the outstanding loan together with the Interest Fees and Default Fee is repaid in full.

10. EXCLUSION OF LIABILITY

10.1. The Lender shall not be responsible for any loss suffered by you should the Services be interfered with or be unavailable by reason of (a) the failure of any of your Equipment, or (b) any other circumstances whatsoever not within the Lender's control including, without limitation, force majeure or error, interruption, delay or non availability of the System, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.

10.2. The Lender will not be liable for any losses or damage suffered by you as a result of or in connection with:-

10.2.1. Failure, malfunction, interruption or unavailability of the System, your Equipment, the Network, M-PESA System and/or MPESA Service;

10.2.2. Your failure to give proper or complete instructions for payments or transfers relating to your Greenland Fedha Account;

10.2.3. Any fraudulent or illegal use of the Services, the System and/or your Equipment; or

10.2.4. Your failure to comply with these Terms and Conditions and any document or information provided by the Lender concerning the use of the System and the Services.

10.3. If for any reason other than a reason mentioned in subparagraphs 10.1 or 10.2, the Services are interfered with or unavailable, the Lender's sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practicable.

10.4. Save as provided in subparagraph 10.3 the Lender shall not be liable to you for any interference with or unavailability of the Services, howsoever caused.

10.5. Under no circumstances shall the Lender be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to the Lender.

10.6. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

11. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that the intellectual property rights in the System (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that the Lender provides to you through the System or otherwise are vested either in the Lender or in other persons from whom the Lender has a right to use and to sub-license the System and/or the said documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Lender.

12. INDEMNITY

12.1. In consideration of the Lender complying with your instructions or Requests in relation to the Greenland Fedha Account, you undertake to indemnify the Lender and hold it harmless against any loss, charge, damage, expense, fee or claim which the Lender suffers or incurs or sustains thereby and you absolve the Lender from all liability for loss or damage which you may sustain from the Lender acting on your instructions or requests or in accordance with these Terms and Conditions.

12.2. The indemnity in clause 12.1 shall also cover the following:

12.2.1. All demands, claims, actions, losses and damages of whatever nature which may be brought against the Lender or which it may suffer or incur arising from its acting or not acting on any Request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond the Lender's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the Lender.

12.2.2. Any loss or damage that may arise from your use, misuse, abuse or possession of any third party software, including without limitation, any operating system, browser software or any other software packages or programs.

12.2.3. Any unauthorized access to your Greenland Fedha Account or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your Equipment.

12.2.4. Any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by the Lender as a consequence of any breach by these Terms and Conditions.

12.2.5. Any damages and costs payable to the Lender in respect of any claims against the Lender for recompense for loss where the particular circumstance is within your control.

13. VARIATION AND TERMINATION OF RELATIONSHIP

13.1. The Lender may at any time, upon notice to you, terminate or vary its business relationship with you and close your Greenland Fedha Account and in particular but without prejudice to the generality of the foregoing the Lender may cancel credits which it has granted and require the repayment of outstanding debts resulting there from within such time as the lender may determine.

13.2. Without prejudice to the Lender rights under clause 13.1, the Lender may at its sole discretion suspend, block or close your Greenland Fedha Account:

13.2.1. if you use the Greenland Fedha Account for unauthorized purposes or where the Lender detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;

13.2.2. if your M-PESA Account or agreement with Safaricom is terminated for whatever reason;

13.2.3. if the Lender is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;

13.2.4. if the Lender reasonably suspects or believes that you are in breach of these Terms and Conditions (including non-payment of any Loan amount due from you where applicable);

13.2.5. where such a suspension, blockage or variation is necessary as a consequence of technical problems or for reasons of safety;

13.2.6. to facilitate update or upgrade the contents or functionality of the Services from time to time;

13.2.7. where you remain inactive for any period of time determined by the Lender in its reasonable discretion; or

13.2.8. If the Lender decides to suspend or cease the provision of the Services for commercial reasons or for any other reason as it may determine in its absolute discretion.

13.3. You may close your Greenland Fedha Account at any time through GFL's credit officers at any KTDA factories in writing provided that you do not have any outstanding or unpaid monies owing to

the Lender either in form of a facility, Facility Fees, Interest Fees or any other fees owing from you to the Lender.

13.4. Termination shall however not affect any accrued rights and liabilities of either party.

13.6. If the Lender receives notice of your demise, the Lender will not be obliged to allow any operation of your Greenland Fedha Account by any person except upon production of Grants of Letters of Administration or Probate by your legal representatives duly appointed by the Court.

14. DISCLOSURE OF INFORMATION

14.1. You hereby expressly consent and authorize the Lender to disclose, receive, record or utilize your personal information or information or data relating to your Greenland Fedha Account and any details of your use of the Services:

14.1.1. to and from any local or international law enforcement or competent regulatory or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud;

14.1.2. to and from the Lender's service providers, dealers, agents or any other company that may be or become the Bank's subsidiary or holding company for reasonable commercial purposes relating to the Services;

14.1.3. to a Credit Reference Bureau;

14.1.4. to the Lender's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;

14.1.5. to Safaricom in connection with the M-PESA Service and the Services;

14.1.6. for reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and

14.1.7. in business practices including but not limited to quality control, training and ensuring effective systems operation.

15. MISCELLANEOUS

15.1. These Terms and Conditions (as may be amended from time to time) form a legally binding agreement binding on you and your personal representatives and successors.

15.2. This Agreement and any rights or liabilities accruing there under may not be assigned by you to any other person. On your death or bankruptcy, your obligations shall remain in full force and effect until such time as they are duly discharged.

15.3. The Lender may vary or amend at any time and without notice to you these Terms and Conditions and the Transaction Fees. Any such variations or amendments may be published in posters or pamphlets available at the buying centres, in the daily newspapers, on the Lender's website and/or by any other means as determined by the Lender and any such variations and amendments shall take effect immediately upon publication.

15.4. No failure or delay by either yourself or the Lender in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

15.5. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

15.6. If any provision of these Terms and Conditions shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.

15.7. Any addition or alteration to these Terms and Conditions may be made from time to time by the Lender and of which notice has been given to you by way of publication as provided in subparagraph 15.3 shall be binding upon you as fully as if the same were contained in these Terms and Conditions.

16. NOTICES

16.1.1. The Bank may send information concerning the Greenland Fedha Account via SMS to the Safaricom Mobile Phone number associated with your MPESA Account.

16.1.2. You acknowledge that you have no claim against the Lender for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication pertaining to the Greenland Fedha Account.

17. DISPUTE RESOLUTION, JURISDICTION AND ARBITRATION

17.1. You may contact the Customer Care to report any disputes, claims or Greenland Fedha Account discrepancies.

17.2. Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care representatives shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch). Such arbitration shall be conducted in the English language in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.

17.3. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto subject to the right of appeal under section 35 of the Arbitration Act

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

Pesa Ulipo Terms and Conditions

Definitions

In these terms and conditions the reference to “we” shall mean Greenland Fedha and the reference to “you” shall mean you the customer

The use of Pesa Ulipo made available by Greenland Fedha to its customers shall at all times be governed by the following terms and conditions. By using Pesa Ulipo, you acknowledge that you have read and agreed to abide by these terms and conditions. If you decide not to agree to the terms and conditions herein, you may not use Pesa Ulipo.

Terms and Conditions

1. You accept responsibility for making sure that you understand how to use the Pesa Ulipo service. We shall not be responsible to you for any losses caused by your failure to properly use the service.
2. We reserve the right to determine the services that will be offered on Pesa Ulipo and will from time to time determine or specify at our discretion the scope and features of the Pesa Ulipo and are entitled to modify, expand or reduce the same at any time without notice to you. By making an application to use Pesa Ulipo you will be bound by any future modifications, expansions enhancements deletions or reductions made by us.
3. You can register **only one mobile phone number** for multiple grower numbers but cannot register multiple mobile numbers for one grower number. You hereby confirm, declare and acknowledge that the phone number provided to us is owned by you or in your control and that any communication from and to the said phone is and shall be with the knowledge of and within your control. You shall in all circumstances accept full responsibility for any and all instructions sent to us from the phone number and you hereby authorize us to act on the instructions and process any and all transactions. You agree and acknowledge that we shall in no way be held responsible or liable if you incur loss as a result of carrying out your instructions pursuant to your access of the Pesa Ulipo.
4. The Pesa Ulipo may, without prior notice to you, be suspended or terminated by us for any reason whatsoever, including, without limitation, invalid data, closure of related account (s), breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunications company (s) concerned in relation to their network or by any service provider in respect of the Pesa Ulipo. We will not assume any liability or responsibility for any such suspension or termination.
5. The Pesa Ulipo may be terminated at any time by notice from you to us in the form of on line unsubscription. Any such termination shall be effective immediately upon receipt of the termination notice by us.
6. You acknowledge that any information received by you under the Pesa Ulipo is for information only, and shall not be taken as conclusive evidence of the matter to which it relates. You understand that the date and time on the information advises best the date and time of Greenland Fedha’s main computer.
7. You shall use only the mobile phone number that has been informed to us stated in the registration form. You shall promptly notify us, by filing out a change request form, of any changes to information provided to us by you relating to or for the purposes of the Pesa Ulipo including the details of your designated mobile phone number and the telecommunications company providing or servicing it. In addition, you shall promptly inform us of any loss or theft of your mobile phone by calling our Help Desk at Customer

Care Center on telephone numbers provided from time to time. We shall not be liable for any loss or claim resulting from the relaying of any information to the designated mobile phone number prior to receipt of any notification of loss or theft. Following receipt of notification of loss or theft, the GFL shall deactivate the subscription until further instructions are received.

8. You shall be solely responsible for all the transactions and consequences arising out of the messages emanating from the registered mobile phone instrument. We will not assume any responsibility or liability for unauthorized messages sent by any other person without authority.
9. We shall not assume any liability or responsibility for any failure or delay in transmitting information to you or any error in such information, unless this results from negligence or willful default on our part. In particular, we shall not assume any liability or responsibility for the consequences arising from any cause beyond our control including, without limitation, failure of your telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation, force majeure event such as sabotage, fire, floods, explosion, acts of God, civil commotion, strikes, act of government, computer hacking, unauthorized access to computer data, computer crashes etc.
10. We shall not be liable under any circumstances for any damages whatsoever whether such interruption of business or loss of any character or nature whatsoever and whether sustained by you or by any other person. Save where such loss is as a result of willful negligence or default on our part. We make no representations or give no warranty with respect to the quality of the service provided by any mobile service provider.
11. We will provide you with an initial PIN at the time of availing of service. You must change the PIN immediately you receive it and keep your Personal Identification Number (PIN) confidential never under any circumstances disclosing it to any one and take all reasonable care to prevent its unauthorized and fraudulent use. . You acknowledge that the PIN selected acts as your authorized signature. The PIN authorizes and validates directions given by you. If you give your PIN to anyone or fail to safeguard its secrecy, you do so at your own risk and we shall not be liable for any loss arising from a shared PIN.
12. You must tell GFL immediately of any unauthorized access to the Pesa Ulipo or any unauthorized transactions or any instructions which you know of or suspect.
13. In consideration of us agreeing to provide the Pesa Ulipo service to you, you hereby irrevocably agree and undertake to indemnify and keep us indemnified at all times hereafter and hold us harmless against all actions, claims, demands, liabilities, losses, damages, legal fees, costs, and expenses of whatever nature that may result or which we may sustain, suffer or incur as a result of our agreeing to provide the Pesa Ulipo to you. You further agree and confirm that this indemnity shall remain valid and subsisting and binding upon you notwithstanding withdrawal, either partially or in totality, of the Pesa Ulipo service.
14. We shall not be liable for any losses or damage caused (a) by the disclosure of confidential information; (b) by the disclosure of information to the designated mobile phone where such designated mobile phone is in another person's possession with or without your consent; or (c) to your data, designated mobile phone, communications equipment or other equipment, in each case caused by your use of the Pesa Ulipo unless such loss or damage is directly and solely caused by our willful default or negligence.

15. We reserve the right and you hereby authorize us to send you customized messages over your mobile phone for marketing or regarding the provision of other services or products or for any other purpose we deem fit unless specifically instructed otherwise by you in writing.
16. You understand and confirm that we may, at our sole discretion, record any and all information or instructions relayed from your phone to us and to you from us and collect and store the same along with all information in such form and manner as it deems necessary and appropriate. The information may be relied upon by us or any person who may reasonably require the same and or produced in any proceedings or otherwise.
17. Any notice from us to you may be in such manner and by such means of communication as we shall deem fit, including, without limitation, use of direct mailing material, advertisement, branch display, electronic communication such as e-mail or via the Pesa Ulipo. Any notice from you to us shall be in writing at the following address unless otherwise indicated in these Terms & Conditions: Customer Care Center, Greenland Fedha, P. O. Box 30213-00100 Nairobi Kenya.
18. We reserve the right at all times to vary or amend the foregoing Terms & Conditions or to introduce new Terms & Conditions. Any such variations or amendments shall become effective and binding on you upon notification by us to you. If you are unwilling to accept such variations or amendments you may terminate the Pesa Ulipo service by providing written notice thereof.
19. Operator charges apply.
20. These Terms & Conditions shall be governed by and construed in accordance with the Laws of the Republic of Kenya.
21. By registering to Pesa Ulipo you agree to have understood, accept and abide by all the Terms & Conditions governing the Pesa Ulipo including any subsequent variations or amendments.

Customer Name:

Grower No:

ID NO:

SIGN: Date: