

Talon Supply Chain Management General Use Terms & Conditions (General Use)

These Terms & Conditions ("Terms") govern your use of the Talon platform ("Platform") developed and operated by Farmz2u ("Farmz2u"). By accessing or using the Platform, you ("Buyer") agree to be bound by these Terms.

1. Services Offered

Talon is a cloud-based supply chain management tool designed to connect agricultural producers ("Suppliers") with buyers ("Buyers") in a transparent and efficient manner. The platform facilitates activities such as:

- Sourcing and procurement of agricultural produce
- Order and contract management
- Inventory tracking and visibility
- Communication and collaboration tools
- **Optional:** Secure collateral management service (see Section 8)

2. Buyer Accounts and KYC Documents

To access the full functionality of the Platform, Buyers are required to create an account. Each buyer is solely responsible for maintaining the confidentiality of their account credentials and for all activities conducted under their account.

As part of the onboarding process and prior to engaging in any transactions, Buyers must submit complete Know Your Customer (KYC) documentation. Required details include, but are not limited to:

- Registered Business Name
- Operational Business Address
- Business Registration Number
- Business Tax Identification (e.g., KRA PIN for Kenya)
- Director Identification Documents (e.g., NIN and BVN for Nigeria; National ID for Kenya)

Failure to provide accurate or complete KYC documentation may result in restricted access to certain features or suspension of the account.

3. Buyer Responsibilities

- Buyers are responsible for providing accurate and complete information during registration and profile creation.

- Buyers agree to comply with all applicable laws and regulations while using the Platform.
- Buyers are prohibited from engaging in any activity that disrupts or interferes with the functionality of the Platform.
- Buyers are responsible for fulfilling their obligations under any contracts entered into on the Platform.

4. Quality Assurance

- Where required the Supplier shall provide product samples to the Buyer prior to bulk fulfilment guided by the buyer's quality parameters. This would be at the buyer's cost however will be discounted on the lumpsum payment.
- The Buyer shall inspect and formally approve or reject the sample in writing within **24 hours** of receipt.
- The order has to be placed within 2 days of receiving the sample if the quality meets the buyer's satisfaction.
- The Buyer may, at its own cost, deploy Quality Assurance (QA) personnel to the Supplier's location to inspect goods prior to shipment.
- Where such inspection is not conducted, the Supplier's internal QA checks and the approved sample shall be deemed sufficient evidence of conformity.
- Upon the Buyer's written approval of the sample, the Supplier shall produce and supply goods that conform in material aspects to the approved sample.
- Upon delivery of the goods in line with the approved sample, the transaction shall be deemed final and non-returnable.

4. Content Ownership

Buyers retain ownership of any content they upload to the Platform. However, by uploading content, you grant Farmz2u a non-exclusive license to use, reproduce, modify, publish, and distribute such content for the purpose of operating the Platform.

5. Fees, Charges, and Payment Terms

Farmz2u offers various subscription plans with different features and pricing. Transaction-based fees may also apply. Current pricing information will be displayed on the Platform.

Payment Timelines:

- Payments should be completed within **24 to 48 hours** from the time of transaction confirmation.
- Payments must not exceed **7 days**, except on a case-by-case basis as agreed upon between Farmz2u and the Buyer.
- In case of default, Farmz2u will make amicable attempts to resolve the issue within an additional 7 days.
- If payment remains outstanding beyond this extended period, Farmz2u reserves the right to engage a third-party credit recovery company to recover the outstanding balance.

5. Disclaimer of Warranties

Farmz2u provides the Platform "as is" and without warranties of any kind, express or implied. Farmz2u disclaims all warranties, including but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement.

6. Limitation of Liability

Farmz2u will not be liable for any damages arising from your use of the Platform, including but not limited to, direct, indirect, incidental, consequential, or punitive damages.

7. Optional Collateral Management Service

The Platform may offer an optional secure collateral management service facilitated by a licensed and regulated third-party provider ("Collateral Manager").

- Buyers opting for the service agree to be bound by a separate tripartite agreement with Farmz2u and the Collateral Manager.
- The tripartite agreement will outline the specific terms and conditions for collateral handling, dispute resolution, and associated fees.

8. Intellectual Property

The Platform and all its content, including trademarks, copyrights, and patents, are the property of Farmz2u or its licensors. You are not granted any rights to use this intellectual property other than as permitted by these Terms.

9. Termination

Farmz2u may terminate your access to the Platform at any time and for any reason, with or without notice. You may also terminate your account at any time.

10. Governing Law and Dispute Resolution

These Terms and your use of the Platform will be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or relating to these Terms or your use of the Platform will be settled through binding arbitration in accordance with the rules of the London Court of International Arbitration (LCIA).

11. Entire Agreement

These Terms constitute the entire agreement between you and Farmz2u regarding your use of the Platform and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

12. Amendment

Farmz2u reserves the right to amend these Terms at any time by posting the amended terms on the Platform. You are responsible for regularly reviewing these Terms. Your continued use of

the Platform following the posting of amended Terms constitutes your acceptance of the amendments.

15. Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

16. Contact Us

If you have any questions about these Terms, please contact us at admin@farmz2u.com.
