

EZYAGRIC PRIVACY POLICY

EzyAgric is a Web and Mobile Application based solution used by more than 65,000 (sixty five thousand) farmers and 510 (five hundred and ten) village agents to access and provide production, supply, marketing and financial services to farmers and agribusinesses.

All users of EzyAgric, consent to the use of the Application either directly through the App on their smartphones or through a registered EzyAgric Agent who owns a smartphone. Users of the services offered by EzyAgric on Web and App range from village farmers, village agents, Master Agents, input suppliers, off-takers, Non-Governmental organisations for general analytics, partner banks, employees of the company, potential financiers, among others.

In light of all the aforementioned users of the EzyAgric Web and App, EzyAgric is mindful of all the data we collect, process, store, and share.

EzyAgric is committed to maintaining the authenticity and sanctity of all information and data in their possession and is committed to protecting the privacy and security of all our customers and user's data. Only meta data will be processed for the benefit of the customer and user of EzyAgric.

This privacy policy (together with Our Terms of Use, and Our Disclaimer (and any other documents referred to herein) explains EzyAgric's views and practices regarding the collection, processing, use, disclosure and transfer of Your information by Us (the **Privacy Policy**). This Privacy Policy incorporates the terms of the Terms of Use, and Our Disclaimer, and by using, visiting or browsing Our Application (use of Our Application including, amongst others, accessing Our Application and/or registering to use and using the Services and/or the Content), You accept and agree to Our information practices described below and this Privacy Policy, Our Disclaimer, and Our Terms of Use.

1. INFORMATION WE MAY COLLECT FROM YOU

We receive and store information, including personal information, about You and Your use of Our Application and the Services. This information is gathered in a number of ways, as further set out below. In this Privacy Policy, We use the term **personal information** to mean information that can be used to uniquely identify or contact You. Any other information (non-personal information) is information that does not permit direct association with You. We may collect, process, use, disclose and transfer non-personal information for any purpose. You can choose not to provide personal information that We may request of You, but, in general, most of the personal information We request is required in order to provide You with access to Our Application and the Services, and the lack of such personal information may prevent Us from doing so. We may collect and process the following personal information about You:

- 1.1 information that You provide on or through Our Application or the Services. This includes information provided at the time of registering to use Our Application, receive maintenance, making payments or posting material. We may also ask You for information when You report a problem with Our Application or the Services;
- 1.2 details of Your visits to and use of Our Application including, but not limited to, traffic data, location data, weblogs, service provider page viewing statistics and other communication

data, whether this is required for Our own billing purposes or otherwise and the resources that You access;

- 1.3 information related to You and Your use of Our Application, including but not limited to: Your activity on the Application, correspondence, internet protocol addresses, device and software data (such as type, configuration and unique identifiers);
- 1.4 a record of correspondence if You contact Us;
- 1.5 information obtained from surveys that We may ask You to voluntarily complete from time to time, which We use for research purposes;
- 1.6 information posted by You on Our Application and through any use of the Services;
- 1.7 any other information that may be necessary: (i) to carry out actions for the conclusion or performance of the Agreement or any contract to which You are a party; (ii) to comply with an obligation imposed on Us by law; (iii) to protect Your legitimate interest; (iv) to pursue a legitimate interest of Ours, the Customer or of a third party to whom the information is supplied; and
- 1.8 any Content of a personal nature that is uploaded by You or any other Registered User in respect of You.
- 1.9 We also collect impersonal information necessary for Us to effectively offer You our services, for You to access Our services, interact with other users, and this will include but is not limited to historical data, farm location, farm size, GPS, production data, credit checks, among others. This information will be collected at different points as may be necessary to US.

2. **INTERNET PROTOCOL ADDRESSES**

We may collect information about Your device, including where available Your internet protocol address, operating system and browser type, for system administration and to report aggregate information to Our advertisers and/or service providers. This is statistical information about Your browsing actions and patterns, and does not identify You.

3. **COOKIES**

- 3.1 We and Our service providers use cookies and other technologies (such as web beacons) for various reasons. For example, We use cookies and other technologies to make it easy to access Our Application and the Services by remembering You when You return to Our Application and use the Services, to provide and analyse Our services, to learn more about You and Your likely interests, to improve Our Application and the Services, and to deliver and tailor marketing or advertising.
- 3.2 A cookie is a small data file which is stored on Your computer or other device when You browse and use websites and online services. If You return to a website or application, the cookie shows that it is a repeat visit. The cookie contains no personal information. The cookie

cannot be used to identify You on the websites of third parties, including the website of the analysis provider. Cookies can additionally be used to store Your preferred settings, e.g. language and country settings, so that they will be immediately available on Your next visit. We do not use the internet protocol addresses or cookies to identify You personally. We use the web analysis system in order to raise the efficiency of Our Application and the Services.

- 3.3 Cookies are not the only types of technology that enable this functionality. We also use other, similar types of technologies including but not limited to browser storage and plugins (e.g., HTML5, IndexedDB, WebSQL and Silverlight storage).

4. **WHERE WE STORE YOUR PERSONAL INFORMATION**

The information that We collect from You may be transferred to, and stored at, a destination outside of Uganda. It may also be processed by staff members operating outside of Uganda who work for Us or for one of Our service providers (including but not limited to payment processors, cloud service or other IT providers, and other companies that provide services to Us). Such staff members may be engaged in, among other things, the provision of the service or the provision of maintenance and support services. By submitting Your personal information, You agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that Your information is treated securely and in accordance with this Privacy Policy and in accordance with the terms of the Data Protection and Privacy Act, 2019 , as amended from time to time.

5. **SECURITY**

- 5.1 We take information security seriously and use reasonable administrative, technical, physical and managerial measures to protect Your personal information from unauthorised access. For example, We utilise an industry-standard protocol for certain of Your transmissions to Us, in order to encrypt certain personal information that You send to Us through the registration and sign up process.
- 5.2 Unfortunately, no security system can be guaranteed to be completely secure. Accordingly, although We will do Our best to protect Your personal information, We cannot guarantee the security of Your information transmitted to, on or through Our Application or the Services, and any transmission is at Your own risk. By using Our Application or providing information to Us through any means, You agree that We can communicate with You electronically regarding security, privacy, and administrative issues relating to Your use of Our Application.
- 5.3 In order to provide You with ease of access to Your account and to help administer Our Application and the Services, We implement technology that enables Us to recognize You as the account holder and provide You with direct access to Your account without requiring You to retype any password or other username identification when You log in to Our Application and the Services. You can choose not to take advantage of this feature on Your computer, smartphone or other device by checking or unchecking the relevant box when You login on or on Your settings through the Application. To remove access to Your account

from Your computer or other devices: (a) email Our administrator at for deactivation (note, deactivation may not occur immediately) or (b) delete Your settings from Your computer or other (steps vary by device and the option is not available on all devices You are responsible for maintaining the confidentiality of Your account access information and for restricting access to Your computer or device through which You access Your account. If You do not maintain the security of Your password or device, or fail to log out or deactivate Your device, subsequent users may be able to access Your account, including Your personal information.

6. USES MADE OF THE INFORMATION

- 6.1 We use information and personal information held about You in the following ways:
- 6.1.1 to ensure that Content on Our Application and the Services is presented in the most effective manner for You and for Your computer or other device;
 - 6.1.2 to process Your registration on Our Application as a Registered User, Your use of the Services and Content, and to communicate with You in respect of this;
 - 6.1.3 to provide You, or allow Our service providers to provide You, with information, products or services that You request from Us or which We feel may interest You (such as newsletters, messages about new features, special offers, promotional announcements, consumer surveys and other marketing concerning Our Application and the Services), where You have expressly consented to be contacted for such purposes;
 - 6.1.4 to determine Your general geographic location, in order to enforce the terms of this Privacy Policy, Our Terms of Use, Disclaimer and Acceptable Use Policy; personalise Our Application and the Services and Our marketing to better reflect particular interests; help Us to quickly and efficiently respond to inquiries and requests; and otherwise analyse, enhance, administer or promote the service offering for You and other Users;
 - 6.1.5 to carry out Our obligations arising from the Agreement and any contracts entered into between You and Us, if any;
 - 6.1.6 to help You access financial services, offers on products and services that We may have from time to time;
 - 6.1.7 to allow You to participate in interactive features of Our Application and the Services, when You choose to do so; and
 - 6.1.8 to notify You about changes to Our Application and the Services.
- 6.2 If You do not want Us to use Your information in this way, or to pass Your details on to Our service providers or third parties for marketing purposes, please tick the relevant box when registering for or logging into Your account as a Registered User, or by responding to the emails We send You in this regard. You can also exercise this right at a later time by contacting Us at customercare@akorion.com.

- 6.3 We do not disclose information about Users to Our advertisers (if any) without Your prior written consent, but We may provide them with aggregate information or information in an otherwise anonymous form about Our Users (for example, We may inform them that 500 men aged under 30 have clicked on their advertisement and/or website on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, individuals in a specific territory).

We may make use of the personal information We have collected from You to enable Us to advertise or displaying information for target audience.

- 6.1 In addition We may use other companies, agents or contractors to perform services on Our behalf or to assist Us with the provision of access to Our Application and the Services to You. For example, We may engage service providers to provide marketing, communications, infrastructure and IT services, personalise and optimise Our Application and the Services, process credit card transactions, provide customer service, collect debts, analyse and enhance data, including Users' interaction with Our service, and process consumer surveys. In the course of providing such services, these service providers may have access to Your personal information. We do not authorise these service providers to use or disclose Your personal information except in connection with providing the services We request of them.

7. **DISCLOSURE OF YOUR INFORMATION**

In addition to the other provisions of this Privacy Policy, We may disclose Your personal information if We reasonably believe that access, use, preservation or disclosure of such information is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process, or governmental request; (b) enforce applicable terms of use, including investigation of potential violations thereof; (c) detect, prevent, or otherwise address illegal or suspected illegal activities, security or technical issues; or (d) protect against harm to the rights, property or safety of Us, Our Users or the public as required or permitted by law. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

We will not sale Your personal information to any third party. We do not have any intention of selling the EzyAgric Application but in such event, We shall notify You formally prior to the sale.

8. **YOUR RIGHTS**

You have the right to ask Us not to process Your personal information for marketing purposes. We will usually inform You (before collecting Your information) if We intend to use Your information for such purposes or if We intend to disclose Your information to any third party for such purposes. You can exercise Your right to prevent such processing by checking certain boxes on the form on which We collect Your information or by responding to the emails We send You in this regard. You can also exercise this right at a later time by contacting Us at customercare@akorion.com.

9. **CHANGES TO OUR PRIVACY POLICY**

We may, from time to time, make changes to this Privacy Policy. Any changes We may make to Our Privacy Policy in the future will be posted on this page and shall be effective immediately. We may also, at our discretion, notify you of such changes, but We are under no obligation to do so and it is Your responsibility to check this page on a regular basis to ensure that You are made aware of the terms of this Privacy Policy as updated from time to time.

10. **CONFIDENTIALITY CLAUSE**

10.1 By accepting the terms of this Policy, You undertake to exercise utmost confidentiality of all data you access by virtue of being a user of our Applications. You undertake not to divulge, share, manipulate, sale or use information collected or accessed in a manner of inconsistent with this Policy and the interests of EzyAgric.

10.2 All users undertake to use the information for the benefit of EzyAgric and all its stakeholders only to the extent that it is necessary for conducting the business of EzyAgric. You hereby bind yourself to confidentiality and non-disclosure the breach of which will attract all lawful and equitable remedies in contract and statute.

11. **LIMITATION OF LIABILITY**

11.1 EzyAgric shall not be liable for any damages arising out of third party actions where any user of the services of EzyAgric and such third party shall bear personal or corporate liability for any contractual or statutory breach of this Policy.

11.2 You confirm that the information supplied is accurate, true, and reliable. We shall not be liable for damages caused as a result of false, inaccurate and unreliable data. We shall hold you liable for any damages that will arise from the data supplied.

12. **CONTACT**

12.1 Your personal information is controlled by Us (address below), and We provide You with access to Our Application and the Services and We are the responsible party (where applicable).

12.2 If You have questions concerning Your account, please contact customercare@akorion.com at If You have questions concerning this Privacy Policy, including the treatment of Your personal information and/or Our use of cookies and other technologies, please contact Us via email at info@akorion.com.