

SHAMBA DIRECT LIMITED

TERMS AND CONDITIONS

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Company: Shamba Direct Limited

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1. Introduction and Acceptance

These Terms and Conditions ("**Terms**") govern access to and use of the Shamba Direct website, applications, digital marketplace, payment-facilitation features, order systems and related agricultural services (collectively, the "**Platform**").

By registering, accessing, placing or accepting an order, or otherwise using the Platform, you confirm that you have read, understood and agreed to these Terms and any policies incorporated into them.

If you do not agree, you must not use the Platform.

Nothing in these Terms excludes any right or liability that cannot lawfully be excluded under the laws of the United Republic of Tanzania.

2. About Shamba Direct

Shamba Direct Limited is a Tanzanian agribusiness that connects farmers, producers and suppliers with buyers through technology-enabled market access and supply-chain services.

Depending on the transaction, Shamba Direct may provide:

- i. marketplace and market-linkage services;
- ii. order and transaction coordination;
- iii. payment facilitation;
- iv. aggregation and fulfilment support;
- v. logistics coordination; and
- vi. other agricultural and commercial services.

3. Shamba Direct's Role

Unless expressly stated otherwise for a specific transaction, **Shamba Direct acts as a marketplace and transaction facilitator.**

The listing, promotion, ordering or payment of a Product through the Platform does not, by itself, make Shamba Direct the producer, manufacturer, owner, seller or purchaser of that Product.

Where Shamba Direct expressly acts as the **seller, buyer, aggregator, transporter or service provider**, the terms applicable to that specific transaction will apply.

This distinction is important because Shamba Direct should only assume responsibility for activities it actually undertakes.

4. Users of the Platform

Users may include:

Farmer: A person, group, cooperative or business producing agricultural products.

Seller: A Farmer, supplier, processor, agro-dealer or other person offering products or services.

Buyer: An individual, business or institution purchasing or seeking to purchase products or services.

User: Any person or entity accessing or using the Platform.

A person may fall into more than one category depending on the transaction.

5. Eligibility and Authority

By using Shamba Direct, you confirm that:

- a. you have legal capacity to enter into the transaction;
- b. information you provide is accurate and not misleading;
- c. was acting for an organisation; you have authority to represent it;
- d. you will comply with applicable Tanzanian laws; and
- e. you will not use Shamba Direct for fraud, unlawful trade or unauthorized activities.

Shamba Direct may request identification, business records, licences, permits or other information reasonably required for verification, fraud prevention, regulatory compliance or transaction security.

Shamba Direct may refuse, restrict or suspend access where verification requirements are not satisfied.

6. Marketplace Responsibility

For transactions between independent Sellers and Buyers, the **Seller remains primarily responsible** for the ownership, legality, description, quality, quantity, safety and regulatory compliance of products supplied.

The Buyer remains responsible for providing accurate order information, making required payments and complying with agreed purchase conditions.

Unless expressly agreed otherwise, Shamba Direct does not guarantee the identity, performance, financial capacity or conduct of any User, nor does verification of a User constitute a warranty or endorsement.

Shamba Direct may nevertheless investigate complaints, suspend transactions or accounts, request evidence and take reasonable measures to protect the Platform and its Users.

Any limitation or allocation of responsibility under these Terms applies only to the extent permitted by Tanzanian law.

ACCOUNT REGISTRATION, SECURITY & ELECTRONIC TRANSACTIONS

7. Account Registration and Verification

Certain Shamba Direct services may require a registered account.

Users must provide **accurate, complete and current information**, including identification or business information where reasonably required.

Shamba Direct may verify a User's identity, business, licences or other information for fraud prevention, regulatory compliance and transaction security. Verification does **not** constitute a guarantee or endorsement of that User.

Shamba Direct may reject, restrict or suspend an account where information is false, incomplete, suspicious or cannot reasonably be verified.

8. Account Security

Users are responsible for protecting their passwords, PINs, devices and other account credentials.

Users must immediately notify Shamba Direct of suspected unauthorized access, fraud or misuse.

A User is responsible for activities conducted through their account where those activities result from the User's failure to take reasonable security precautions, subject to applicable law.

Shamba Direct may temporarily restrict an account or transaction where necessary to investigate suspected fraud, security threats or unauthorized activity.

9. Electronic Communications

Users consent, where permitted by law, to receive transaction-related communications through:

- i. email;
- ii. SMS;
- iii. telephone;
- iv. WhatsApp;
- v. Platform notifications; or
- vi. other contact details provided by the User.

Electronic records, confirmations and communications may be used as evidence of Platform activities and transactions to the extent permitted under Tanzanian law.

Users must keep their contact information current.

10. Orders and Electronic Transactions

Submitting an Order does not automatically guarantee acceptance or fulfilment.

An Order may be subject to:

- a. Seller confirmation;
- b. Product availability;
- c. payment confirmation;
- d. verification or fraud checks; and
- e. applicable transaction requirements.

Before completing an electronic Order, Users should be provided a reasonable opportunity to review and correct relevant transaction information as required by applicable law.

Shamba Direct may reject, suspend or cancel an Order where reasonably necessary because of product unavailability, pricing or listing errors, failed payment, suspected fraud, legal restrictions or inability of the responsible Seller to fulfil the Order.

11. Product Availability and Pricing

Product availability, quantity and prices may change before an Order is confirmed.

The total transaction amount may include disclosed charges such as:

- i. Product price;
- ii. delivery charges;
- iii. Platform or service fees;
- iv. payment-processing charges; and
- v. applicable taxes or statutory charges.

Shamba Direct may correct an obvious technical, pricing or listing error before completing a transaction, subject to applicable law.

12. Transaction Records

Shamba Direct may maintain electronic records relating to accounts, Orders, payments, communications, deliveries and disputes for legitimate operational, legal, security and regulatory purposes.

Users should retain relevant Order confirmations, receipts and transaction records.

Shamba Direct may rely on its Platform records when investigating a transaction or dispute, **without preventing a User from presenting contrary evidence or exercising rights available under applicable law.**

SELLER, FARMER & PRODUCT RESPONSIBILITIES

13. Seller and Farmer Obligations

Every Seller or Farmer offering Products through Shamba Direct is responsible for ensuring that the Products are:

- i. lawfully owned or supplied;
- ii. accurately described;
- iii. of the stated quantity, weight, grade and quality;
- iv. reasonably fit for their stated purpose;
- v. safe for sale and consumption where applicable; and
- vi. compliant with applicable Tanzanian laws and regulatory requirements.

Sellers must provide accurate information concerning Product origin, availability, price, harvest status and other material characteristics.

14. Agricultural Product Compliance

Where applicable, Sellers are responsible for complying with requirements relating to:

- i. food and product safety;
- ii. pesticides and chemical residues;
- iii. seeds, fertilizers and agricultural inputs;
- iv. weights and measures;
- v. grading and labelling;
- vi. storage and handling;
- vii. transportation; and
- viii. required licences, permits or certifications.

Shamba Direct may request supporting documents, conduct reasonable checks or remove Products where compliance is doubtful.

Any inspection or verification by Shamba Direct does not transfer the Seller's legal responsibility to Shamba Direct.

15. Product Quality and Natural Variation

Users acknowledge that agricultural Products may naturally vary in **size, colour, appearance, moisture, maturity, weight or other characteristics** because of variety, season, weather, harvesting and storage conditions.

Such natural variation will not automatically constitute a defect where the Product substantially meets the agreed description, grade or specification.

For transactions requiring specific commercial standards, the agreed **quality, grade, quantity, size and other specifications** should be recorded in the Order or applicable supply agreement.

16. Product Safety and Traceability

A Seller must not knowingly supply any Product that is contaminated, adulterated, expired, counterfeit, stolen, prohibited or otherwise unsafe or unlawful.

Where reasonably required, Sellers must maintain and provide information necessary to identify the **source, production location, batch, harvest or supplier** of Products.

Sellers must promptly cooperate with Shamba Direct in investigating product-safety complaints, regulatory inquiries, withdrawals or recalls.

17. Rejected and Non-Conforming Products

A Buyer may raise a genuine complaint where Products materially fail to meet confirmed specifications concerning quality, quantity, type or condition.

Shamba Direct may request photographs, delivery records, inspection reports or other reasonable evidence before facilitating resolution.

For perishable Products, complaints should be reported **as soon as reasonably possible after delivery**, taking into account the nature of the Product and applicable law.

Responsibility for any refund, replacement or loss will depend on the cause of the non-conformity and the applicable transaction terms.

18. Seller Responsibility and Indemnity

To the extent permitted by applicable law, a Seller is responsible for losses, claims, penalties or reasonable costs arising from:

- a. unsafe or unlawful Products supplied by that Seller;
- b. materially false or misleading Product information;
- c. infringement of third-party rights;
- d. breach of applicable agricultural, food-safety or other regulatory requirements; or
- e. the Seller's material breach of these Terms.

Where such conduct causes a third-party claim against Shamba Direct, the responsible Seller shall indemnify Shamba Direct to the extent permitted by law, except to the extent the loss was caused by Shamba Direct's own unlawful conduct, negligence or breach of its contractual obligations.

19. Platform Intervention

Shamba Direct reserves the right to **reject, suspend, remove or restrict** any Product, listing, Seller or transaction where reasonably necessary to protect Users, comply with law, investigate suspected misconduct or protect the integrity of the Platform.

Such action does not make Shamba Direct the owner, producer or guarantor of an independent Seller's Products.

BUYER RESPONSIBILITIES, DELIVERY & ACCEPTANCE

20. Buyer Responsibilities

Every Buyer using Shamba Direct must:

- i. provide accurate order and delivery information;
- ii. review Product specifications before confirming an Order;
- iii. make payment as agreed;
- iv. be reasonably available to receive delivery;
- v. inspect Products promptly upon delivery; and
- vi. use, handle and store Products appropriately after acceptance.

A Buyer must not make fraudulent Orders, provide false payment information or improperly reject Products that materially conform to the confirmed Order.

21. Delivery and Collection

Delivery may be performed by:

- a. the Seller;
- b. Shamba Direct, where expressly agreed; or
- c. an independent logistics provider.

The applicable delivery method, charges, destination and responsible party should be communicated or recorded as part of the transaction.

Delivery times are estimates unless Shamba Direct or the responsible party expressly provides a binding delivery commitment.

Shamba Direct is not responsible for delays caused by an independent Seller, Buyer, logistics provider or circumstances outside its reasonable control, except where applicable law provides otherwise.

22. Risk of Loss and Custody

Responsibility for loss, deterioration or damage to Products shall depend on **who has custody and control of the Products at the relevant time** and the specific delivery arrangement.

Where an independent Seller delivers directly to the Buyer, Shamba Direct does not assume custody or transportation risk merely because the transaction was arranged through the Platform.

Where Shamba Direct expressly accepts responsibility for transportation or physical custody, its responsibility shall be limited to the scope of the service expressly undertaken and subject to these Terms and applicable law.

23. Inspection and Acceptance

Buyers should inspect Products promptly upon delivery, particularly where Products are fresh or perishable.

Were reasonably practicable, concerns regarding:

- i. incorrect quantity;
- ii. visible damage;
- iii. wrong Product;
- iv. material quality differences; or
- v. failure to meet confirmed specifications

should be reported promptly through the designated Shamba Direct channel together with reasonable supporting evidence.

Acceptance of delivery does not remove rights that cannot lawfully be excluded under Tanzanian law.

24. Perishable Agricultural Products

Users acknowledge that fresh agricultural Products may deteriorate rapidly because of temperature, handling, storage conditions or passage of time.

After a Product has been properly delivered and accepted, Shamba Direct will not ordinarily be responsible for deterioration caused by the Buyer's improper storage, handling, delay in use or other circumstances occurring after delivery and outside Shamba Direct's control.

25. Failed Delivery

Where delivery fails because the Buyer:

- a. provides an incorrect address;
- b. cannot reasonably be contacted;
- c. refuses a conforming Order without lawful justification; or
- d. otherwise prevents completion of delivery,

the Buyer may be responsible for reasonable additional delivery, storage, handling or Product-loss costs, where disclosed or otherwise permitted by applicable law.

Where delivery failure results from the Seller, Shamba Direct or logistics provider, responsibility shall be allocated according to the party responsible and the applicable transaction terms.

26. Proof of Delivery

Shamba Direct may use reasonable evidence of delivery, including:

- i. electronic confirmation;
- ii. delivery records;

- iii. recipient name or signature;
- iv. photographs;
- v. verification codes;
- vi. GPS or system records; or
- vii. other reliable delivery evidence.

Such records may be considered when resolving a complaint or dispute but will not prevent a User from providing credible contrary evidence.

PAYMENTS, FEES, SETTLEMENTS & TAXES

27. Payment Methods

Payments through Shamba Direct may be made using approved methods, including:

- a) mobile money;
- b) bank transfer;
- c) authorized payment gateways; or
- d) other payment methods made available by Shamba Direct.

Payments may be processed by independent licensed payment providers. Users may therefore also be subject to the applicable provider's terms.

An Order is considered paid only after payment has been successfully **received and verified through the authorized payment system**. Screenshots, SMS messages or other unofficial evidence do not constitute final proof of payment.

28. Shamba Direct Fees

Shamba Direct may charge disclosed fees for services including:

- 1) marketplace access;
- 2) transaction facilitation;
- 3) commissions;
- 4) aggregation or fulfilment;
- 5) logistics coordination;
- 6) payment processing; or
- 7) other value-added services.

Applicable fees will be communicated through the Platform, Order, Seller agreement or other applicable commercial arrangement.

Unless expressly stated otherwise, Shamba Direct's fees are separate from the underlying price payable for a Seller's Product.

29. Seller Payments and Settlements

Where Shamba Direct collects payment on behalf of a Seller, Shamba Direct may deduct agreed:

- a. commissions or service fees;
- b. delivery or logistics charges;
- c. approved refunds or adjustments;
- d. payment-provider charges;
- e. taxes or statutory deductions required by law; and
- f. other amounts expressly agreed with the Seller.

The remaining amount will be settled to the Seller according to the applicable settlement schedule.

Receipt of funds for settlement purposes does not, by itself, make Shamba Direct the seller, owner or purchaser of the underlying Product.

30. Withholding and Delayed Settlement

Shamba Direct may reasonably delay, withhold or adjust a settlement where:

- i. a transaction is disputed;
- ii. fraud or suspicious activity is detected;
- iii. a refund or reversal is pending;
- iv. the Seller has materially breached these Terms;
- v. payment has not finally cleared; or
- vi. withholding is required by law or regulatory authority.

Shamba Direct shall not withhold undisputed Seller funds without reasonable contractual, operational or legal grounds.

31. Failed, Reversed and Fraudulent Payments

Where a payment fails, expires, is reversed, charged back or cannot be verified, Shamba Direct may treat the Order as unpaid and may suspend fulfilment or settlement.

A User responsible for fraudulent or unauthorized payment activity may be required, to the extent permitted by law, to reimburse losses and reasonable costs directly resulting from that conduct.

Shamba Direct is not responsible for failures caused solely by independent banks, mobile-network operators or payment providers outside its reasonable control.

32. Taxes

Each User is responsible for determining and meeting their own tax obligations arising from transactions conducted through the Platform, except where Shamba Direct is legally required to collect, deduct, withhold or remit a tax or statutory charge.

Shamba Direct may request tax information or supporting documentation where reasonably necessary for legal, accounting or regulatory compliance.

33. Transaction Records

Shamba Direct may issue or maintain electronic payment confirmations, transaction statements, settlement records and other financial records.

Users must promptly report any material discrepancy in a payment or settlement after becoming aware of it.

Shamba Direct may correct genuine administrative or accounting errors and shall maintain reasonable records supporting such corrections.

CANCELLATIONS, RETURNS, REFUNDS & TRANSACTION DISPUTES

34. Order Cancellations

An Order may be cancelled before fulfilment were permitted by the applicable transaction terms.

Cancellation may be restricted where:

- 1) the Product has already been harvested, prepared or dispatched;
- 2) delivery has commenced;
- 3) the Product is fresh or perishable;
- 4) the Order was customized or procured specifically for the Buyer; or
- 5) cancellation would cause an unavoidable reasonable cost.

Any cancellation rights required by Tanzanian law shall remain unaffected.

35. Returns and Refund Eligibility

A Buyer may request a refund, replacement or other appropriate remedy where, subject to applicable law:

- a. a paid Order cannot be fulfilled;
- b. the wrong Product is delivered;
- c. the quantity materially differs from the confirmed Order;
- d. the Product materially fails to meet agreed specifications; or
- e. another valid contractual or legal basis exists.

Because agricultural Products may be **fresh, perishable and subject to natural variation**, eligibility for return or refund will depend on the Product, circumstances, evidence and applicable law.

36. Refund Responsibility

Responsibility for a refund or transaction loss shall generally follow the party responsible for the underlying failure.

Where the failure is caused by:

Seller: the Seller may bear the applicable refund, replacement or loss.

Buyer: the Buyer may bear reasonable costs resulting from the Buyer's own wrongful cancellation, failed receipt or improper handling.

Logistics Provider: responsibility will be determined under the applicable delivery arrangement.

Shamba Direct: Shamba Direct will be responsible only to the extent the loss results from a service or obligation expressly undertaken by Shamba Direct, subject to these Terms and applicable law.

Shamba Direct does not automatically assume the financial obligations of an independent Seller merely because it facilitated the transaction or payment.

37. Refund Process

A User requesting a refund should provide reasonable supporting information, which may include:

- a) Order details;
- b) photographs or videos;
- c) delivery records;
- d) quantity or weight evidence; and
- e) a description of the problem.

For perishable Products, complaints should be submitted **promptly after discovery** to allow reasonable verification.

Approved refunds may be processed through the original payment method or another lawful and reasonably available method.

38. Buyer-Seller Disputes

Users should first attempt to resolve transaction disputes in good faith.

Shamba Direct may assist by:

- a. requesting evidence;
- b. communicating with the parties;
- c. reviewing Platform records;
- d. temporarily holding a disputed settlement where permitted; or
- e. facilitating an appropriate resolution.

Unless Shamba Direct expressly agrees otherwise, such assistance **does not make Shamba Direct an arbitrator, guarantor or party to an independent Buyer-Seller contract.**

39. Fraudulent or Abusive Claims

Users must not submit false refund requests, fabricated evidence, fraudulent chargebacks or intentionally misleading complaints.

Shamba Direct may reject an unsupported or fraudulent claim and may restrict or suspend accounts involved in abuse, subject to applicable law.

40. Mandatory Rights

Nothing in this section removes or restricts any refund, cancellation, consumer-protection or other right that cannot lawfully be excluded under Tanzanian law.

Where these Terms conflict with a mandatory legal requirement, that requirement shall prevail to the extent of the conflict.

PLATFORM CONDUCT, FRAUD PREVENTION, SUSPENSION & TERMINATION

41. Acceptable Use

Users must use Shamba Direct lawfully, honestly and only for legitimate agricultural or commercial activities.

Users must not use the Platform to:

- 1) commit or facilitate fraud;
- 2) create false or misleading accounts;
- 3) impersonate another person or business;
- 4) list stolen, counterfeit, unsafe or prohibited Products;
- 5) manipulate prices, Orders, payments, ratings or transactions;
- 6) misuse another person's personal information;
- 7) interfere with Platform security or functionality;
- 8) upload malicious software or attempt unauthorized access;
- 9) engage in money laundering or other financial crime; or
- 10) violate applicable agricultural, consumer, tax, data-protection or other Tanzanian laws.

42. Fraud Prevention and Verification

Shamba Direct may use reasonable measures to detect and prevent fraud, unlawful transactions, payment abuse and misuse of the Platform.

Where reasonably necessary, Shamba Direct may:

- a. request additional identification or documentation;
- b. verify transaction information;
- c. temporarily restrict an account or Order;
- d. delay settlement while investigating a legitimate concern; or

e. report suspected unlawful conduct to competent authorities where required or permitted by law.

Verification or monitoring by Shamba Direct does not guarantee that every User or transaction is genuine, lawful or risk-free.

43. Circumvention and Platform Misuse

Users must not misuse information obtained through Shamba Direct to fraudulently bypass the Platform, avoid legitimately agreed fees or interfere with an active transaction.

Where a Buyer and Seller were introduced through Shamba Direct, any restrictions on direct dealings shall apply only where expressly agreed under the relevant commercial or Seller terms.

Nothing in this clause prevents lawful competition or independent business relationships that do not breach an existing contractual obligation.

44. Suspension and Restriction

Shamba Direct may suspend, restrict or limit an account, listing, payment, Order or Platform functionality where reasonably necessary because of:

- i. suspected fraud or unlawful activity;
- ii. false or misleading information;
- iii. payment abuse;
- iv. Product-safety concerns;
- v. material breach of these Terms;
- vi. security threats;
- vii. regulatory requirements; or
- viii. conduct creating material risk to Shamba Direct or other Users.

Where reasonably practicable and legally appropriate, Shamba Direct may provide notice or an opportunity to address the issue.

45. Account Termination

Shamba Direct may terminate a user's access for serious, repeated or unresolved violations of these Terms or where continued access would create material legal, financial, security or operational risk.

A User may stop using the Platform or request account closure, subject to outstanding transactions, legal obligations and applicable data-retention requirements.

46. Effect of Suspension or Termination

Suspension or termination does not automatically:

- a. cancel obligations arising before suspension or termination;
- b. eliminate amounts lawfully owed by either party;
- c. prevent completion, cancellation or investigation of pending transactions; or
- d. prevent Shamba Direct from retaining records where legally or operationally required.

Shamba Direct may take reasonable steps to settle legitimate outstanding transactions and protect disputed funds pending resolution.

47. Survival of Obligations

Provisions concerning **payments, outstanding liabilities, intellectual property, confidentiality, indemnification, limitation of liability, disputes and other provisions intended by their nature to continue** shall survive suspension, account closure or termination to the extent permitted by law.

INTELLECTUAL PROPERTY, USER CONTENT & THIRD-PARTY SERVICES

48. Shamba Direct Intellectual Property

Unless otherwise stated, Shamba Direct owns or lawfully uses all rights relating to the Platform, including its:

- a) name, trademarks and logos;
- b) software, source systems and interfaces;
- c) website and application design;
- d) databases and digital tools;
- e) graphics, text and documentation; and
- f) other proprietary materials.

No ownership rights are transferred to a User merely through access to or use of the Platform.

Users must not copy, reproduce, modify, reverse engineer, distribute, sell or commercially exploit Shamba Direct's intellectual property without prior written authorization.

49. User-Generated Content

Users may submit Product photographs, descriptions, reviews, comments, videos or other content.

Users retain ownership of content they lawfully own but grant Shamba Direct a **non-exclusive, royalty-free licence** to host, reproduce, display, adapt and use that content as reasonably necessary to operate, improve and promote the Platform and related services.

Users confirm that they have the lawful right to submit such content.

50. Responsibility for User Content

Users are responsible for content they submit and must not upload content that is:

- a. false or materially misleading;
- b. defamatory, threatening or unlawful;
- c. fraudulent or deceptive;
- d. infringing another person's intellectual-property or privacy rights; or
- e. otherwise prohibited by applicable law.

Shamba Direct may remove or restrict content that reasonably appears to violate these Terms or applicable law.

51. Reviews and Ratings

Reviews and ratings must reflect genuine experiences and must not be manipulated, purchased or fabricated.

Shamba Direct may moderate or remove reviews that are fraudulent, abusive, defamatory, irrelevant or otherwise unlawful.

Shamba Direct does not necessarily endorse opinions expressed by Users through reviews or other User-generated content.

52. Confidential and Commercial Information

Users must not misuse confidential business, pricing, customer, supplier or transaction information obtained through Shamba Direct.

Shamba Direct may use transaction and operational information for legitimate purposes including **service delivery, analytics, fraud prevention, business improvement and regulatory compliance**, subject to applicable data-protection law and the Privacy Policy.

53. Third-Party Services

Shamba Direct may integrate or work with independent:

- a) payment providers;
- b) banks and mobile-money providers;
- c) logistics companies;
- d) telecommunications providers;
- e) technology providers; and
- f) other service providers.

Such third parties may operate under their own terms and privacy policies.

To the extent permitted by law, Shamba Direct is not responsible for the independent acts, omissions, system failures or service interruptions of third parties outside Shamba Direct's reasonable control.

54. External Links

The Platform may contain links to third-party websites or services for convenience.

Unless expressly stated otherwise, the presence of such a link does not mean Shamba Direct owns, controls, guarantees or endorses the third-party service.

Users should review the applicable terms and privacy practices before using external services.

PRIVACY, DATA PROTECTION & PLATFORM SECURITY

55. Personal Data Protection

Shamba Direct may collect and process personal data necessary to operate the Platform, facilitate transactions, provide services, prevent fraud and comply with legal obligations.

Personal data shall be handled in accordance with **applicable Tanzanian data-protection laws** and the Shamba Direct Privacy Policy.

56. Information We May Process

Depending on the services used, Shamba Direct may process information including:

- 1) names and contact details;
- 2) identification and business information;
- 3) delivery or location information;
- 4) account and transaction records;
- 5) payment-related information;
- 6) device and technical information;
- 7) communications with Shamba Direct; and
- 8) other information reasonably necessary to provide the Services.

Shamba Direct will not collect or process personal data beyond what is reasonably necessary or otherwise lawfully permitted.

57. Purposes of Processing

Personal data may be processed for legitimate and lawful purposes including:

- a. creating and managing User accounts;
- b. processing Orders and facilitating transactions;
- c. coordinating payments and deliveries;
- d. providing customer support;
- e. preventing fraud and securing the Platform;
- f. improving Shamba Direct services;
- g. maintaining business and transaction records; and
- h. complying with legal and regulatory obligations.

Where consent is legally required for a particular processing activity, Shamba Direct will seek appropriate consent.

58. Data Sharing

Shamba Direct may share necessary personal data with Sellers, Buyers, payment providers, logistics providers, technology providers, professional advisers or competent authorities where reasonably required to complete transactions, provide Services, protect legitimate interests or comply with law.

Shamba Direct will not sell Users' personal data merely as a commercial database to unrelated third parties.

Third-party service providers receiving personal data must handle such information subject to applicable law and relevant contractual arrangements.

59. Data Retention and User Rights

Shamba Direct may retain personal data for as long as reasonably necessary for the purpose for which it was collected, including legal, tax, accounting, security and dispute-resolution requirements.

Users may exercise applicable rights concerning their personal data in accordance with Tanzanian law and the Shamba Direct Privacy Policy.

Account closure does not automatically require deletion of information that Shamba Direct is legally entitled or required to retain.

60. Platform and Data Security

Shamba Direct will take reasonable technical and organisational measures to protect personal data and Platform systems against unauthorized access, loss, misuse, alteration or disclosure.

However, no digital system or internet transmission can be guaranteed to be completely secure.

Users are responsible for taking reasonable measures to secure their own devices, passwords, PINs and account credentials.

61. Security and Data Incidents

Where Shamba Direct becomes aware of a personal-data or security incident, it may investigate, contain and address the incident and make notifications to affected persons or competent authorities where required by applicable law.

Users must promptly notify Shamba Direct if they reasonably suspect unauthorized access to their account or personal information.

62. Privacy Policy

These Terms should be read together with the **Shamba Direct Privacy Policy**, which provides further information regarding collection, use, disclosure, retention and protection of personal data.

Where required by law, the Privacy Policy and relevant consent mechanisms shall apply in addition to these Terms.

DISCLAIMERS, LIMITATION OF LIABILITY, INDEMNITY & FORCE MAJEURE

63. Platform and Marketplace Disclaimer

Shamba Direct provides its Platform and Services with reasonable care but does not guarantee that:

- 1) every Product will remain available;
- 2) every Seller or Buyer will complete a transaction;
- 3) all User-provided information will always be accurate;
- 4) every Product will meet a Buyer's expectations;
- 5) delivery will always occur at an estimated time; or
- 6) third-party systems will operate without interruption.

Unless expressly stated otherwise, Shamba Direct does not become the **producer, manufacturer, owner, seller, transporter or insurer** of Products offered by independent Sellers merely by facilitating a transaction.

64. No Guarantee of Independent Users

Shamba Direct may conduct reasonable verification, monitoring or due diligence, but such actions do not constitute a guarantee of a User's identity, reliability, financial capacity, Product quality or future conduct.

Users remain responsible for exercising reasonable commercial judgment when dealing with independent parties through the Platform.

65. Limitation of Liability

To the maximum extent permitted by Tanzanian law, Shamba Direct shall not be liable for **indirect, incidental, special, consequential or punitive losses**, including loss of profit, business opportunity or anticipated revenue, arising from circumstances outside obligations expressly undertaken by Shamba Direct.

For claims arising from a specific transaction or paid Service, Shamba Direct's aggregate contractual liability shall, **to the extent legally permitted**, not exceed the amount paid to Shamba Direct for the relevant Service or such other liability limit expressly agreed for that transaction.

This limitation does not apply to liability that cannot lawfully be excluded or limited.

66. Third-Party and User Conduct

To the extent permitted by law, Shamba Direct shall not be responsible for loss caused solely by:

- a. an independent Seller or Buyer;
- b. inaccurate information supplied by a User;
- c. an independent logistics or payment provider;

- d. a User's failure to secure their account; or
- e. circumstances outside Shamba Direct's reasonable control.

Shamba Direct remains responsible for its own obligations to the extent required by applicable law.

67. Indemnification

To the extent permitted by law, a User shall indemnify Shamba Direct against third-party claims, liabilities, penalties and reasonable costs arising directly from that User's:

- a) material breach of these Terms;
- b) fraud or unlawful activity;
- c) violation of another person's rights;
- d) unlawful or unsafe Products;
- e) materially false information; or
- f) violation of applicable law.

A User will not be required to indemnify Shamba Direct for losses caused by Shamba Direct's own unlawful conduct or obligations that cannot legally be transferred.

68. Force Majeure

Shamba Direct shall not be liable for failure or delay caused by events beyond its reasonable control, including:

- a) floods, drought or extreme weather;
- b) fire, epidemic or natural disaster;
- c) war, civil unrest or government restrictions;
- d) strikes or transport disruptions;
- e) electricity or telecommunications failures;
- f) cybersecurity incidents not caused by Shamba Direct's failure to take legally required measures; or
- g) failure of critical third-party infrastructure outside Shamba Direct's reasonable control.

Shamba Direct may suspend, delay, modify or cancel affected Services where reasonably necessary during such an event and will take reasonable steps to mitigate material disruption.

69. Mandatory Legal Rights

Nothing in these Terms is intended to exclude or limit liability, consumer rights or statutory remedies that **cannot lawfully be excluded, restricted or transferred under the laws of the United Republic of Tanzania.**

Where any limitation in these Terms conflicts with a mandatory legal requirement, that requirement shall prevail only to the extent of the conflict.

COMPLAINTS, DISPUTE RESOLUTION, GOVERNING LAW & CHANGES

70. Complaints

Users should promptly raise complaints concerning Products, Orders, payments, deliveries, refunds, accounts or Platform Services through Shamba Direct's designated support channels.

A complaint should contain sufficient information and supporting evidence to allow reasonable investigation.

Shamba Direct may request additional information and engage the relevant Seller, Buyer, logistics provider or payment provider where necessary.

71. Internal Resolution

Before commencing formal proceedings, the parties should first attempt to resolve the dispute through **good-faith negotiation**.

A User should submit a written notice describing:

1. the nature of the dispute;
2. relevant transaction details;
3. supporting evidence; and
4. the remedy requested.

Shamba Direct will use reasonable efforts to review and respond to the matter within an appropriate period considering its complexity.

72. Formal Dispute Resolution

Where a dispute involving Shamba Direct cannot be resolved through good-faith negotiation, either party may pursue mediation, arbitration, court proceedings or another dispute-resolution mechanism available under applicable Tanzanian law.

Where the parties have entered into a separate B2B, Seller, supply, logistics or other commercial agreement containing a specific dispute-resolution procedure, that procedure shall apply to disputes arising under that agreement.

Nothing in these Terms prevents a User from approaching a competent regulator, authority or court where such right cannot lawfully be restricted.

73. Buyer–Seller Disputes

Where a dispute arises solely between an independent Buyer and Seller, Shamba Direct may facilitate communication or review relevant Platform records but is not required to assume the liability of either party or adjudicate the dispute unless expressly agreed or required by law.

Participation by Shamba Direct in resolving such a dispute does not automatically make Shamba Direct a party to the underlying sale.

74. Governing Law

These Terms and the use of the Platform shall be governed by and interpreted in accordance with the **laws of the United Republic of Tanzania**.

Any proceedings involving Shamba Direct shall be brought before a court, tribunal or other competent forum having lawful jurisdiction, subject to any valid dispute-resolution agreement and mandatory statutory rights.

75. Official Notices and Communications

Shamba Direct may communicate with Users through:

- 1) email;
- 2) SMS;
- 3) telephone;
- 4) WhatsApp;
- 5) Platform notifications; or
- 6) other contact methods supplied by the User.

Users are responsible for keeping their contact information current.

Formal notices to Shamba Direct should be sent through the official contact details published on the Platform or stated in these Terms.

76. Changes to These Terms

Shamba Direct may amend these Terms where reasonably necessary because of:

- a. changes to its Services or business operations;
- b. legal or regulatory requirements;
- c. security or technology changes; or
- d. introduction or modification of Platform features.

Updated Terms will be published with a revised **Effective Date or Last Updated date**.

Where required by law or appropriate because of a material change, Shamba Direct will provide reasonable additional notice.

Continued use of the Platform after revised Terms become effective constitutes acceptance to the extent permitted by applicable law.

77. Complaints Contact

Shamba Direct Limited

Email: shambadirecttz@gmail.com

Telephone: +255 750 586 178

Address: Arusha, Tanzania

Website: shambadirect.co.tz

Users should use these official channels when submitting formal complaints, notices or transaction disputes.

GENERAL PROVISIONS, INCORPORATED POLICIES & CONTACT INFORMATION

78. Entire Agreement

These Terms, together with any applicable **Privacy Policy, Refund & Cancellation Policy, Seller/Farmer Terms, Payment & Settlement Terms, Delivery Terms** and service-specific terms, constitute the agreement governing use of the relevant Shamba Direct Services.

Where Shamba Direct and a User enter into a separate written commercial agreement, that agreement will govern the specific transaction to the extent of any inconsistency expressly addressed by it.

79. Relationship of the Parties

Except where expressly agreed otherwise, nothing in these Terms creates a **partnership, joint venture, employment, franchise, fiduciary or agency relationship** between Shamba Direct and any User.

Independent Farmers, Sellers, Buyers and service providers remain responsible for their own businesses, personnel, obligations and conduct.

No User may represent that they have authority to bind Shamba Direct unless expressly authorized in writing.

80. Assignment

Users may not assign or transfer their rights or obligations under these Terms without Shamba Direct's prior written consent, except where permitted by law.

Shamba Direct may assign or transfer its rights and obligations as reasonably necessary in connection with a lawful **restructuring, financing, merger, acquisition, sale or transfer of the Platform or business**, subject to applicable law.

81. Severability

If any provision of these Terms is found to be unlawful, invalid or unenforceable, that provision shall be limited or interpreted to the minimum extent necessary, and the remaining provisions shall continue in effect.

82. No Waiver

Failure or delay by Shamba Direct to exercise or enforce any right under these Terms does not constitute a waiver of that right.

A waiver shall apply only where expressly given and only to the specific circumstances for which it was provided.

83. Incorporated Policies

These Terms should be read together with the policies applicable to the relevant Service, which may include:

1. **Privacy Policy**
2. **Refund & Cancellation Policy**
3. **Seller/Farmer Terms**
4. **Payment & Settlement Terms**
5. **Delivery & Logistics Terms**
6. **Buyer/B2B Terms**, where applicable
7. any other service-specific terms published or expressly agreed by Shamba Direct.

Where a specific policy applies to a particular transaction, that policy forms part of the contractual framework for that transaction to the extent permitted by law.

84. Survival

Any provisions which by their nature are intended to continue after termination—including provisions concerning **payments, outstanding obligations, intellectual property, confidentiality, indemnification, limitation of liability, records and dispute resolution** shall survive termination to the extent permitted by law.

85. Contact Information

Questions, complaints or formal communications concerning these Terms may be directed to:

SHAMBA DIRECT LIMITED

Registered Office: P.O.Box 2798, Arusha, Tanzania

Physical Address: Arusha, Tanzania

Email: shambadirecttz@gmail.com

Telephone: +255 750 586 178

Website: shambadirect.co.tz

86. Acceptance

By registering for, accessing or using the Platform after being presented with these Terms, the User confirms acceptance of these Terms and the policies applicable to the Services used.

Where additional acceptance is required for a specific transaction or Service, Shamba Direct may require the User to provide such acceptance electronically or through another legally recognized method.

IMPORTANT LEGAL NOTICE

These Terms are intended to establish a clear and commercially reasonable contractual framework for the operation of Shamba Direct in the United Republic of Tanzania.

Nothing in these Terms is intended to waive or restrict any statutory right, regulatory obligation or liability that cannot lawfully be excluded.

Before public deployment, Shamba Direct should ensure that all referenced policies are completed, all placeholder information is replaced, and the final contractual framework is reviewed against the Company's actual operating model and applicable Tanzanian regulatory requirements.