

Terms of Use

Effective Date: 15th September, 2025

Version: 1.0

1. Definitions

In these Terms the following words and phrases have the meanings set out below:

AiCollect or Platform: means the digital data-collection, management and reporting platform provided by Rockside Consults Ltd, including web applications, mobile applications, APIs and related services.

Rockside or Rockside Consults Ltd: means Rockside Consults Ltd, the provider of the Platform and these Terms.

Cooperative: means an entity duly registered under the Cooperative Societies Act (or equivalent) and entered on the Registrar of Cooperatives.

Business: means any legal business entity (company, partnership, sole trader) duly registered under Ugandan law.

Member: means a farmer or individual listed as a member of a Cooperative and whose account may be registered on the Platform.

Authorized User: means a person authorized by a Cooperative or Business to access the Platform on its behalf.

Subscription: means the paid access right to the Platform and specified services for a defined billing period.

Billing Cycle: means the recurring period (monthly, quarterly or annually) for which Subscriptions are invoiced.

Remittance, Direct Member Deduction and Hybrid Model: have the meanings set out in Section 6 (Fees & Collection).

Suspension: means temporary restriction of access to the Platform.

Blacklisting: means permanent or until-resolved denial of access to the Platform.

Terms: means these Terms of Use and Operational Guidelines and any schedules, annexes or order forms.

2. Purpose

These Terms govern the use of AiCollect by Cooperatives, Businesses, Members and Authorized Users. Use of the Platform constitutes acceptance of these Terms and any policies incorporated by reference.

3. Eligibility & Onboarding Requirements

3.1 Cooperatives

To onboard and remain eligible:

- a. Must be legally registered and provide a valid Certificate of Registration and such proof of compliance with URSB and the Registrar of Cooperatives as Rockside may reasonably request.
- b. Maintain an elected governing body, registered constitution/by-laws, an updated membership register and proof of member paid-up status.
- c. Maintain an operational bank account in the Cooperative's legal name and a valid TIN.

3.2 Businesses

To onboard and remain eligible:

- a. Must be legally registered and provide Certificate of Incorporation and proof of compliance with URSB as requested.
- b. Maintain records of directors, shareholders or partners, an operational bank account and a valid TIN.

3.3 General Onboarding documents

Rockside may request additional documents (e.g., audited financial statements, proof of authority for signatories) prior to full activation.

3.4 Authorized Signatory & Required Documents.

The Cooperative/Business shall provide the name, position, identification and contact details of an authorized signatory who confirms that they have authority to bind the Cooperative/Business. The Cooperative/Business shall upload the following documents during onboarding (as applicable): (a) Certificate of Registration/Incorporation; (b) Registered constitution/by-laws; (c) Current membership register; (d) Proof of bank account in the entity's name; (e) TIN certificate; (f) List of trustees, directors or management committee with IDs; (g) Proof of paid-up membership status (for Cooperatives). Rockside may require notarised or certified copies where legally necessary.

4. Membership Requirements

- a. Only active Members are eligible for Member Subscriptions on the Platform. Cooperatives must ensure that Members registered on AiCollect are legitimate and active.
- b. Each Member must pay the applicable Subscription fees to retain active status. Cooperatives must promptly remove Members who are no longer active.
- c. Cooperatives are responsible for the accuracy of member records and for promptly updating the Platform with membership changes.

5. Access & Acceptable Use

5.1 Authorized Users

- a. Only Authorized Users may access the Platform. Sharing credentials is prohibited.
- b. Authorized Users must comply with these Terms and all applicable laws.

5.2 Prohibited Activities

- Tampering, falsifying data, unauthorized access, misuse for illegal activities, and any action to impair the Platform's integrity are prohibited.

5.3 Security & Account Management

- Cooperatives and Businesses are responsible for maintaining the confidentiality of credentials and for notifying Rockside immediately of any suspected compromise.

6. Fees, Billing & Collection

6.1 Member-Based Subscriptions

- a. Subscriptions are payable only by Members. Fees are calculated based on the size of each Member's operational fields (e.g., acreage or volume) or other agreed metrics.
- b. Members must pay all applicable fees to retain access and benefits.

6.2 Billing and Payment Terms

- a. Billing cycles, rates and invoice schedules will be provided at onboarding and in periodic notices.
- b. Members must pay invoices within the payment terms specified on each invoice. Late payments may attract interest as communicated in writing.

6.3 Fee Adjustment

- Rockside reserves the right to revise fees on reasonable notice. Fee changes will take effect as communicated in writing (minimum notice period: 30 days, unless otherwise agreed).

6.4 Collection Mechanisms

Subscription fees may be collected by any of the following mechanisms, at Rockside's discretion based on operational efficiency and risk assessment:

1. **Remittance:** The Cooperative or Business collects fees from Members and remits the aggregated amount to Rockside at the end of each billing cycle. The Cooperative/Business accepts responsibility for accurate collection and timely remittance.
2. **Direct Member Deduction:** Fees are automatically deducted from Member transactions via the Platform (e.g., point-of-sale, deliveries). Members must provide any necessary authorizations to permit such deductions.
3. **Hybrid Model:** A combination of Remittance and Direct Member Deduction adapted to the Cooperative's operations.

Rockside may require a particular collection mechanism where it reasonably determines such a mechanism reduces collection risk.

6.5 Non-Payment Remedies

- a. Non-payment by a Member may result in suspension of that Member's access.
- b. Repeated or systemic non-payment by multiple Members of a Cooperative may lead to suspension or Blacklisting of the Cooperative.
- c. Rockside is not liable for delays or shortfalls resulting from internal mismanagement by a Cooperative or Business.

6.6 Additional Services and Charges

- Optional or premium services may incur additional fees. These will be clearly set out and must be accepted prior to provision.

6.7 Refunds & Disputes

- a. Fees are non-refundable for the applicable billing period except where explicitly stated.
- b. Disputes must be submitted in writing to billing@rocksideconsult.com within 14 days of invoice; Rockside will review and respond in accordance with its dispute procedures.

7. Suspension, Blacklisting & Reinstatement

7.1 Grounds for Suspension or Blacklisting

Rockside may suspend or blacklist a Member, Cooperative or Business where it reasonably believes that the entity:

- materially breaches these Terms;
- provides fraudulent or inaccurate information;
- fails to pay fees after reasonable notice;
- is engaged in illegal or unethical conduct; or
- ceases to exist as a legal entity.

7.2 Process & Notice

- a. Prior to Suspension or Blacklisting Rockside will endeavour to issue written notice and a reasonable period to remedy (except where immediate action is necessary to protect the Platform or users).
- b. Notices will be sent to the Cooperative/Business contact and will state the reasons and any remedial action required.

7.3 Reinstatement

- a. Reinstatement follows a compliance review. Applicants for reinstatement must submit evidence (e.g., updated registration, proof of payments, corrected records).
- b. Rockside's decision on reinstatement is final subject to these Terms. Where practicable, Rockside will provide written reasons.

7.4 Appeal & Rehabilitation

Process. A Cooperative/Business subject to Suspension or Blacklisting may submit a written appeal within 30 days of the action, providing evidence of remediation. Rockside will review the appeal and respond within a commercially reasonable time. Where Suspension is for non-payment, Rockside will offer a documented remediation plan where feasible before blacklisting.

8. Compliance Reviews & Audits

1. Rockside may conduct periodic compliance reviews and audits to verify legal, financial and operational compliance.
2. Cooperatives and Businesses shall cooperate and provide requested documentation in a timely manner.

9. Data Protection & Privacy

- All parties must comply with the Data Protection and Privacy Act (2019) and applicable data protection laws.

9.1 Data Controller and Data Processor.

Except as otherwise agreed in writing, for the purposes of the Data Protection and Privacy Act, 2019: (a) each Cooperative or Business is the Data Controller of Personal Data that it uploads to the Platform; and (b) Rockside Consults Ltd acts as a Data Processor when processing Personal Data solely on documented instructions from the Cooperative or Business. Where Rockside processes Personal Data as a Data Controller (for example, for platform operation, aggregated analytics, or legal compliance), Rockside will notify the Cooperative/Business and comply with applicable law. Rockside shall implement and maintain appropriate technical and organisational measures to protect Personal Data.

9.2 Data Breach Notification.

Rockside will notify the affected Cooperative/Business without undue delay and, where feasible, within 72 hours of becoming aware of a Personal Data breach materially affecting that Cooperative's/Business's Personal Data. The notice will include (to the extent known) a description of the incident, the categories of data affected, likely consequences, and measures taken or proposed to mitigate the breach. Cooperatives/Businesses shall promptly notify Rockside if they become aware of any unauthorised access, loss, theft or breach relating to data they control.

9.3 Security.

Rockside shall implement industry-standard technical and organisational measures to protect Personal Data, which shall include, where applicable, encryption in transit and at rest, logical and physical access controls, logging and monitoring, secure development practices and regular vulnerability testing. Rockside will maintain reasonable administrative, physical and technical safeguards commensurate with the sensitivity of the Personal Data.

9.4 Sub-processors.

Rockside may engage sub-processors to provide parts of the Platform or services. Rockside will (a) inform Cooperatives/Businesses of any new sub-processor via the Platform or email, (b) ensure any sub-processor is bound by data protection obligations no less protective than these Terms, and (c) remain liable for any acts or omissions of its sub-processors to the same extent as if Rockside performed the services itself.

9.5 Data Subject Rights & Consent.

Cooperatives/Businesses are responsible for obtaining any consents or notices required under applicable law from Members whose Personal Data are processed on the Platform. Where a Data Subject requests access, rectification, erasure, restriction or portability, the Cooperative/Business shall notify Rockside and provide instruction; Rockside will assist reasonably in responding to such requests in accordance with applicable law and these Terms, provided the Cooperative/Business reimburses Rockside for reasonable costs incurred where the request arises from the Cooperative's/Business's instructions.

10. Intellectual Property

- a. All intellectual property rights in the Platform and its content remain the property of Rockside or its licensors.
- b. Cooperatives and Members are granted a limited, non-exclusive, non-transferable license to use the Platform as permitted under these Terms.
- c. Users must not copy, modify, create derivative works, or reverse engineer the Platform.

11. Indemnity & Limitation of Liability

11.1 Indemnity & Defence.

The Cooperative/Business shall indemnify, defend and hold Rockside harmless from and against any third-party claims, liabilities, losses, damages, fines and expenses (including reasonable legal fees) arising out of: (a) inaccurate, unlawful or unauthorized Personal Data supplied by the Cooperative/Business; (b) the Cooperative's/Business's or its Members' misuse of the Platform; (c) the Cooperative's/Business's breach of these Terms; or (d) Cooperatives' failure to obtain required member consents. Rockside shall (i) promptly notify the Cooperative/Business of any claim for which it seeks indemnity; (ii) permit the Cooperative/Business to assume control of the defence and settlement of such claim (provided the Cooperative/Business conducts the defence diligently); and (iii) cooperate with the Cooperative/Business at the Cooperative's/Business's reasonable expense.

11.2 Limitation of Liability.

Except to the extent prohibited by applicable law, Rockside's aggregate liability under or in connection with these Terms shall not exceed the total fees actually paid by the Cooperative/Business to Rockside under these Terms in the 12 months immediately preceding the event giving rise to the claim. Nothing in these Terms shall exclude or limit liability for (a) death or personal injury resulting from Rockside's negligence; (b) fraud or fraudulent misrepresentation; (c) Rockside's wilful misconduct or gross negligence; or (d) Rockside's breach of its obligations under Section 9 (Data Protection & Privacy) where applicable law prohibits exclusion. In no event shall Rockside be liable for indirect, incidental, special, punitive or consequential damages, including loss of profits, business interruption or loss of business opportunity.

12. Amendments, Termination & Survival

- Rockside may amend these Terms by written notice; material amendments will be notified at least 30 days in advance.

12.1 Data Retention and Deletion.

Upon termination or expiry of a Cooperative's/Business's access, Rockside will, at the Cooperative's/Business's written instruction, either (a) securely delete Personal Data (except to the extent retention is required by law), or (b) return such Personal Data in a commonly used machine-readable format within a reasonable time. Rockside may retain anonymised or aggregated data for platform analytics and compliance. Rockside will delete Personal Data retained for backup purposes within a commercially reasonable period, unless required otherwise by law.

12.2 Assignment.

Neither party may assign these Terms without the other party's prior written consent, except that Rockside may assign to an affiliate or in connection with a sale of substantially all its assets or business.

13. Notices

- Notices must be in writing and delivered to the contact addresses provided during onboarding or to:

- Support: support@rocksideconsult.com
- Billing: billing@rocksideconsult.com
- Rockside's registered office address: Plot 19, Lumumba Avenue, Rume Towers

- Notices are effective on the date of delivery (or on the date of email if delivery and receipt are proven).

14. Governing Law & Dispute Resolution.

These Terms shall be governed by and construed in accordance with the laws of Uganda.

14.1 Good Faith Negotiation.

The Parties shall first attempt to resolve disputes through good-faith negotiations between senior representatives for a period of 30 days following written notice of dispute.

14.2 Mediation / Arbitration.

If negotiations fail, the Parties agree to submit the dispute to mediation administered under the Arbitration and Conciliation Act (or other agreed mediation rules). If mediation is unsuccessful within 60 days, either Party may refer the dispute to arbitration in Uganda, which shall be final and binding, except that either Party may seek urgent injunctive relief in the courts of Uganda where necessary.

14.3 Court Proceedings.

Where arbitration is not applicable or a Party seeks injunctive or interim relief, the Courts of Uganda shall have exclusive jurisdiction.

15. Force Majeure, Severability & Interpretation

If any provision of these Terms is held invalid or unenforceable, the remainder shall remain in effect. Neither party is liable for delays due to causes beyond its reasonable control (including acts of God, war, governmental action, labour disputes, or telecommunications failures) provided that the affected party gives prompt notice and endeavours to mitigate the effect of the event.

16. Service level & Support

Rockside will use commercially reasonable efforts to maintain the Platform availability and provide support during published support hours. Rockside will publish the Platform's standard service level targets and planned maintenance windows on the Platform or in a Schedule. Service credits or other remedies for failure to meet service levels will be limited to those described in the applicable service level schedule (if any).

- For general support: support@rocksideconsult.com
- For billing matters: billing@rocksideconsult.com
- For legal notices: +256 414672152/ P.O Box 166578 Kampala GPO

17. Acceptance

By registering or using the Platform, the Cooperative, Business and its Members accept these Terms in full and confirm the accuracy of submitted documentation.

Prepared by: Rockside Consults Ltd