LOAMI

# Terms of Use

Last updated 1 November 2026

These terms apply when you use the Loami website, join the waitlist or create a Loami account. Please read them carefully. By creating an account or using Loami, you agree to them.

## 1. Who we are

Loami is a product and trading name of FarmLink Capital (Pty) Ltd. In these terms, "Loami", "we", "us" and "our" mean FarmLink Capital (Pty) Ltd, and "you" means the person using Loami and, where you act for a farming entity, that entity too.

The Electronic Communications and Transactions Act, 2002 requires us to give you the following information:

**FarmLink Capital (Pty) Ltd, trading as Loami**

Private company, registration number 2025/745758/07

Registered address and address for legal notices: Plot 59B, Boschkop, Pretoria, Gauteng, 0054

Telephone: 079 881 6323

Email: desk@loami.africa

Website: www.loami.co.za

Director: Tiaan Venter

Information Officer: Sean Moodley

PAIA manual: www.loami.co.za/paia

## 2. What Loami is

Loami helps farmers bring their farm records together in one Profile and present them in a way that is clearer to finance providers. With a Loami account you can:

- set up your farming organisation, map your farms and fields, and record each season's crops, activities and yields;
- see a Crop Health Index for your fields, calculated from satellite data (section 7);
- see where your records have gaps, so you can add to them over time.

Loami is free for farmers.

## 3. What Loami is not

Please read this section carefully, because it explains the limits of what we do.

- Loami is not a credit provider under the National Credit Act, 2005, and does not lend money.
- Loami is not a financial services provider under the Financial Advisory and Intermediary Services Act, 2002, and is not an insurer.
- We do not give financial advice, and we do not recommend, arrange or broker any loan, insurance or other financial product.
- Using Loami or building your Profile is not an application for credit, and does not guarantee that anyone will offer you finance or on what terms.
- The Crop Health Index is not a credit score, and Loami does not make credit decisions.

There are no finance providers or insurers on Loami today. We do not share your information with any of them, and will only do so in future with your specific consent at the time (section 11).

## 4. Who may use Loami

You must be 18 or older and use Loami for a genuine farming operation. If you register an organisation such as a company, trust or partnership, you confirm that you are authorised

to act for it and to accept these terms on its behalf, and the organisation is then bound by them as well.

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## 5. Your account

You need to verify your email address to use your account. Keep your password private and do not share your account. You are responsible for what happens under your account, so please tell us straight away at desk@loami.africa if you think someone else has used it.

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## 6. The information you give us

Your Profile is only as good as the information in it, so please keep it accurate and up to date. You confirm that:

- the information you enter is true, to the best of your knowledge;
- you only map fields that you farm, or that you are authorised to map;
- you have the right to share the information you add, including details about other people, such as fellow directors or trustees.

Some of your Profile is checked against satellite data, but we do not independently verify everything you enter, and you are responsible for its accuracy.

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## 7. The Crop Health Index

The Crop Health Index compares the crop growth your fields typically achieve, measured from satellite over at least three seasons, with up to 100 comparable fields within 100 km. It compares fields, not farmers, and you never see another farm's results. It is shown as a band. Our Privacy Policy explains in more detail how it is calculated.

Please keep the following in mind:

- It is relative, so it can change when information about other fields in your area changes, even if nothing on your farm has.

- It does not measure yield, income, soil, irrigation, management quality or ability to repay.
- It is still being validated and has not been shown to predict yields or credit outcomes.
- Cloud cover, small fields and too few comparable fields can mean no score is available.
- We may improve the method over time, which can change scores.

The score is information for you, not advice. Do not rely on it alone for any farming, business or financial decision. If you think your score is wrong, contact us and we will look into it.

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## 8. Your data

Your farm records remain yours. To run Loami, you give FarmLink Capital a non exclusive, royalty free licence to store, process and use the information you add, and the satellite data linked to your fields, to provide Loami to you, calculate your Crop Health Index, keep the platform secure, and test, validate and improve our methods.

We may also combine anonymised data from many farms into aggregated insights, for example about crop performance trends in a region, and use or share those insights. They never identify you or your farm.

This licence ends when your information is deleted under our Privacy Policy, except for information that has been anonymised so that it no longer identifies you or your farm. Our Privacy Policy explains how we handle personal information and the rights you have.

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## 9. Using Loami properly

You agree not to:

- enter information you know to be false or misleading;
- map or record land you have no right to, or try to obtain information about other farms;
- access another person's account, or interfere with Loami's security or operation;
- copy, scrape or extract data from Loami by automated means, or reverse engineer the platform;

- use Loami for anything unlawful.

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## 10. Fees

Loami is free for farmers. We may in future offer optional paid features. If we do, we will tell you about the price and terms first, and you will only pay if you choose to use them. Existing free features will not start costing money without proper notice to you.

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## 11. Finance providers in future

We hope to welcome finance providers to Loami in future, and to let farmers indicate that they are looking for finance. If that happens, your Profile will only be shared with a finance provider after you have given your specific consent at the time. Any finance provider would be independent of us and would make its own decisions under its own terms. We would not be a party to any agreement between you and a finance provider and would not be responsible for its decisions.

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## 12. Intellectual property

The Loami name, logo, software, design and content are owned by FarmLink Technologies (Pty) Ltd and licensed to FarmLink Capital. We give you a limited, personal, non exclusive and non transferable licence to use Loami for your farming operation while your account is open and you follow these terms. You may not copy, adapt, sell or use any part of Loami for any other purpose without our written permission.

Loami uses satellite data from third parties. This includes modified Copernicus Sentinel data, which is used under the terms of its licence.

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## 13. Availability and changes to Loami

We work to keep Loami available and accurate, but it may sometimes be unavailable for maintenance or for reasons outside our control, and satellite data may be delayed or

incomplete. As Loami develops we may add, change or remove features. If a change materially affects you, we will let you know.

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## 14. Closing your account

You may close your account at any time by using the deletion request button in the app, which notifies our team to close your account and delete your information. We may suspend or close an account if these terms are seriously breached or if we must do so by law, and where reasonable we will tell you why first. What happens to your information after closure is explained in our Privacy Policy.

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## 15. Our liability

To the extent the law allows, we are not liable for any loss or damage arising from your use of Loami, from Loami being unavailable, from errors in satellite data or scores, or from any decision you or anyone else makes based on information in Loami, including a decision by a finance provider.

Nothing in these terms limits liability for our gross negligence or wilful misconduct. If you are a consumer under the Consumer Protection Act, 2008, nothing in these terms limits any right you have under that Act that cannot lawfully be limited.

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## 16. Changes to these terms

We may update these terms as Loami develops. We will give you reasonable notice of material changes by email or in the app before they take effect. If you do not agree with a change, you may close your account. If you keep using Loami after the change takes effect, the updated terms apply.

## 17. Disputes

If you are unhappy with Loami, please contact the Loami Desk first so we can try to resolve it. If we cannot resolve it within 20 business days, either of us may refer the dispute to mediation under the rules of the Arbitration Foundation of Southern Africa (AFSA), with each of us paying our own costs and sharing the mediator's fees equally. Mediation is not binding unless we both agree to a settlement. If mediation does not resolve the dispute within 30 business days, either of us may go to court. This does not prevent either of us from approaching a court for urgent relief, or you from approaching the National Consumer Commission, the Information Regulator or any other regulator or ombud available to you.

## 18. General

These terms and our Privacy Policy are the whole agreement between you and us about Loami. If any part of these terms is found to be unenforceable, the rest still applies. Our not enforcing a term straight away does not mean we give up the right to do so. Messages we send you electronically count as written communication under the Electronic Communications and Transactions Act.

These terms are governed by South African law. The High Court of South Africa, Gauteng Division, Pretoria, has jurisdiction over disputes about them, but this does not prevent a dispute being heard in another competent South African court. Under section 45 of the Magistrates' Courts Act, 1944, you and we both agree that a dispute may also be heard in a Magistrate's Court, even if the amount involved would otherwise be too large for it, because that is usually quicker and cheaper.

## 19. Contact us

For any question about these terms, contact the Loami Desk at desk@loami.africa.

Loami helps farmers organise and verify their farm data. Loami is not a credit provider or financial services provider, and does not offer, arrange or advise on finance. A stronger Profile does not guarantee an offer of finance.

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