

(1) Introduction

These terms and conditions of use govern your use of our website; by using our website, you accept these terms and conditions of use in full. If you disagree with these terms and conditions of use or any part of these terms and conditions of use, you must not use our website.

(2) license to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licenses specified on this web page, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions of use.

(3) Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

You must not use our website to transmit or send unsolicited commercial communications.

You must not use our website for any purposes related to marketing without our express written consent.

(4) Restricted access

Access to certain areas of our website may be restricted. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential.

You must notify us in writing immediately if you become aware of any unauthorised use of your account or password.

You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

You must not use any other person's user ID and password to access our website.

We may disable your user ID and password in our sole discretion without notice or explanation.

(5) User content

In these terms and conditions of use, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.

You warrant and represent that your user content will comply with these terms and conditions of use.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

Your user content (and its publication on our website) must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy, or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence in an explicit, graphic or gratuitous manner;
- (m) be pornographic or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory; or
- (r) cause annoyance, inconvenience or needless anxiety to any person.

Your user content must be appropriate, civil, tasteful and accord with generally accepted standards of etiquette and behaviour on the internet.

You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms and conditions of use.

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

Notwithstanding our rights under these terms and conditions of use in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

(6) Limited warranties

You acknowledge that some of the information published on this website is submitted by users, and that we do not usually review, approve or edit such information. We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

(7) Limitations and exclusions of liability

Nothing in these terms and conditions of use will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms and conditions of use: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms and conditions of use or in relation to the subject matter of the terms and conditions of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any loss or corruption of any data, database or software. You accept that we have an interest in limiting the personal liability of our officers and employees. Having regard to that interest, you accept that we are a limited liability entity and agree that you will not bring any claim personally against individual officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions of use. This will not, of course, limit or exclude the liability of the company itself for the acts and omissions of our officers and employees.

You agree to the publication of comments, reviews and/or feedback relating to you, by others, on our website. You acknowledge that such comments, reviews and/or feedback may be critical or defamatory or otherwise unlawful; and you agree that you will not hold us liable in respect of any such comments, reviews and/or feedback, irrespective of whether we are aware or ought to have been aware of such comments, reviews and/or feedback.

(8) Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions of use, or arising out of any claim that you have breached any provision of these terms and conditions of use.

(9) Breaches of these terms and conditions of use

Without prejudice to our other rights under these terms and conditions of use, if you breach these terms and conditions of use in any way, or if we reasonably suspect that you have breached these terms and conditions of use in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to the website;
- (c) permanently prohibit you from accessing the website;
- (d) block computers using your IP address from accessing the website;
- (e) contact your internet services provider and request that they block your access to the website;
- (f) bring court proceedings against you for breach of contract or otherwise;
- (g) suspend and/or delete your account with the website; and/or
- (h) delete and/or edit any or all of your user generated content.

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

(10) Third party websites and hyperlinks

Our website includes hyperlinks to other websites owned and operated by third parties. These links are not recommendations. We have no control over the contents of third party websites, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

(11) Our trade marks

Fanisi and our logo are trade marks belonging to us. We give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

(12) Third party trade marks

The other registered and unregistered trade marks or service marks on our website are the property of their respective owners. Unless stated otherwise, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any license to exercise such rights.

(13) Variation

We may revise these terms and conditions of use from time-to-time. Revised terms and conditions of use will apply to the use of our website from the date of the publication of the revised terms and conditions of use on our website. Please check this page regularly to ensure you are familiar with the current version.

(14) Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions of use.

(15) Severability

If a provision of these terms and conditions of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

(16) Exclusion of third party rights

These terms and conditions of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions of use is not subject to the consent of any third party.

(17) Entire agreement

These terms and conditions of use, together with the other legal notices on this web page, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

(18) Law and jurisdiction

These terms and conditions of use will be governed by and construed in accordance with Kenyan law, and any disputes relating to these terms and conditions of use will be subject to the exclusive jurisdiction of the courts of Kenya.