

Terms of use of this website

1. Welcome

Welcome to the website at www.jkf.co.ke (the “Site”) operated and controlled by The Jomo Kenyatta Foundation or JKF. JKF operates this Site to provide you with online access to information concerning the JKF, its products, services, opportunities, and related links. However, you are only authorized to access this Site or use the materials contained in this Site (regardless of whether your access or use is intended) if you agree to abide by all applicable laws, and to these Terms and Conditions of Use

Additional terms, conditions and notices applicable to specific areas, content or transactions are posted in the specific areas of the site.

Acceptance of these Terms and Conditions of Use constitute your agreement to be governed by them in your accessing and use of the Site.

Please read these Terms and Conditions of Use carefully. Your continued use of the Site and access to the services and/or products offered are dependent on your compliance with the Terms and Conditions of Use. If you do not agree with these Terms and Conditions of Use, please leave this Site immediately.

JKF reserves the right to modify these Terms and Conditions of Use without giving you any prior notice by posting modified Terms and Conditions of Use. When the Terms and Conditions of Use are modified, the date of the latest revision will appear at the bottom of this page. Your continued use of the Site after modification will constitute your agreement with such modification.

2. Use of the site

You may access and use our Site and network only for lawful purposes.

Your use of our services and information including pictures and images and other works that you may see here or otherwise experience on the Site is subject to copyright laws of Kenya and International Intellectual property protection Laws. You should observe the laws.

You should use the contents of or posted on the Site for non-commercial, personal purposes and/or to learn about the JKF products and services.

Downloading of any content from the site does not confer upon you any right, title or interest in the content and must be within the confines of this policy and law.

3. Illegal / harmful use

You are responsible for any transmission you send, receive, post, access or store through our network.

You must not use the Site in any way that causes, or may cause, damage to the Site or impairment of the availability or accessibility of the Site.

As an indicative list, the underlisted activities and materials are prohibited in connection with the use of our website:

(a) Infringement

Infringement of any Intellectual Property rights or any other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret or other Intellectual Property right.

Unauthorized reproduction distribution and/or posting of such material will render you liable to legal penalty.

(b) Offensive material

Any material whose dissemination or posting is likely to injure a third party either in his person, profession or business is regarded as offensive.

(c) Objectionable/Defamatory Matter

Dissemination or posting of any material that is libelous, defamatory, obscene, indecent, nude or generally pornographic as well as material that is likely to raise racial, tribal or other forms of discrimination as well as harassing, threatening, or invasive of private or public rights, inflammatory or otherwise objectionable is prohibited.

(d) Fraudulent Conduct/Illegal Matter

Material violating any law, offering or disseminating non-existent goods, services, schemes or promotions is not allowed on the Site.

Material violating contracts/ of acceptable use of other 3rd party websites

Breaching the rules, requirement notices or policies applicable to any third party network, server, computer data base or website, that you access through the links provided on our Site.

(e) Harmful content

Thus includes computer viruses, worms, time bonuses, zombies or any other computer programming that may interfere with, damage, secretly intercept or disable any system, program, data or personal information.

(f) Political propaganda

Any material that promotes a political agenda is not acceptable on the Site.

4. Downloading files

Any download is done at the downloading visitor's risk. JKF cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer programs.

7. Downloading software

Any software made available on the Site for downloading any work is the property of the JKF and or the licensors. The use of such software is governed by the terms of the end user license agreement accompanying or included in the software.

By downloading, installing, and/or using any such it is indicative of your acceptance of the terms and conditions of the end user license agreement.

5. Electronic communications

The following communications are not allowed though our network:

- (a) Unsolicited advertisements, solicitations or promotional messages (Commonly known as “spam”)
- (b) Unsolicited informational announcements.
- (c) Chain Mail.
- (d) Empty messages or messages without substantive content.
- (e) Several copies of the same or substantially similar messages
- (f) Very big or large messages or files that can disrupt a server, account, or other service.
- (g) Spidering, harvesting or collection of email addresses, screen names or other identifiers of other persons is not permitted. Written consent of JKF will be necessary to carry out that activity.
- (h) Using “Spy-ware’ or other such software is not permitted.
- (i) Use of our main servers to relay or send mail without express permission of the account holder or the site manager is prohibited.

5. Network security and integrity

Breach of our Site or network security and integrity including but not limited to hacking, interception, intentional interference, falsification of origin routing information, by-passing system restrictions, is prohibited. Any such breach may render you liable in criminal or civil proceedings.

Whereas the JKF may investigate any such breach, it is not mandatory.

Nevertheless, where criminal or unauthorized activity is suspected, JKF may liaise and co-operate with the relevant law enforcement agencies for appropriate action. By accessing and using our wSite, products or services you agree, to co-operate, in case of any such investigations.

Whereas JKF is not under any duty to filter any information being transmitted through its Site, for the sake of ensuring the security and integrity of the site and optimum utilization of the network, services and systems, JKF may from time to time and at any time and without notice to you or any other person take any technical measures or other action it may deem necessary to filter or block messages sent though the Site or network.

Any such action will be at the sole discretion of JKF and will not render JKF liable to any action by the affected users.

6. Links to External Websites

In accord with our corporate goals and for our own convenience our Site has links to many other websites.

Your access to and use of the other websites through links on ours shall be governed wholly by the Terms, conditions, and policies of those other sites; Not those of the JKF Site. Your use of those other sites is entirely at your own risk.

7. Disclaimers and warranties

To the maximum extent permitted by applicable law, JKF excludes all representations, warranties and conditions relating to the Site and the use of the Site including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill.

8. Limitation of liability

To the extent permitted by law, JKF, its affiliates, its Directors, its employees its agents, or licensors shall not be liable to you or any other person for any damages or loss arising from the use of its Site network.

9. Indemnity

By accessing and using our Site or products and services provided through it you expressly agree to indemnify, defend and hold harmless JKF, its affiliates, subsidiaries, joint ventures, business partners, agents licensors, employees and any other third party information providers to the service, from and against all claims, losses, expenses, damages and costs, whether direct, incidental consequential, exemplary and indirect, as well as reasonable legal fees, resulting from or arising out of your use, misuse, or inability to use the site, service or the content, or any breach by you of this agreement.

The indemnity also covers claim, liabilities, losses, damages and costs against JKF, arising from your breach of any rights of a third party, any violation of applicable law, information or content that you submit, post, transmit or avail through our website or network.

10. Governing law and Jurisdiction

These Terms and Conditions of Use are governed by and must be interpreted in accordance with the laws of the Republic of Kenya. Any disputes relating to these Terms and Conditions of Use shall be subject to the exclusive jurisdiction of the courts of Kenya.

11. Password security

If you become a www.jkf.co.ke member you are responsible for retaining the confidentiality of your member identification and password information, and for restricting access to your computer. You also agree to shoulder full responsibility for all activities occurring under your member identification and password.

12. Miscellaneous

- (a) Any failure, or delay on the part of the JKF to insist upon or enforce performance of any provision in these Terms and Conditions of Use shall not be construed as a waiver of any provision or right.
- (b) These Terms and Conditions of Use, together with the other legal notices on this Site, constitute the entire agreement between you and JKF in relation to your use of the Site and cannot be modified either by the course of conduct between the parties or trade practice.
- (c) JKF reserves the right to assign its rights and duties under these Terms and Conditions of Use to any party at any time without notifying you and without any risk of legal action from past, present or potential users of the Site.
- (d) In case any provision of these Terms and Conditions of Use is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from the policy and agreement so that it does not affect the validity and enforceability of any remaining provisions.

13. Copyright infringement claims

If you believe that your work has been copied and posted on this Site in a manner that constitutes copyright infringement or are aware of any products that infringe the copyright of JKF, please report to us under our Piracy Report page.

14. Feedback

We invite you to make any comments and raise questions regarding our site including drawing our attention to any inaccuracies in material available on the site. Such comments and questions to be sent to customer care unit on the same address as that of the Administrator.

15. Copyright

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