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You agree to use this web portal only for lawful purposes, and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of this portal by any third party. Such restrictions or inhibitions include, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person, and the transmission of obscene or offensive content or disruption to the normal flow of dialogue within this portal.

Users undertake that all information provided through online forms is true and accurate and will be fully liable for any consequences that may arise from the use of this information in any manner whatsoever and that **Ushuru.co.ke** shall not in any manner whatsoever be liable for the same.

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Ushuru.co.ke expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

- a) Change these terms and conditions.
- b) Change the content and/or services available from the ushuru.co.ke web portal.
- c) Discontinue any aspect of the ushuru.co.ke web portal or service(s) available.
- d) Change the software and hardware required to access and use the ushuru.co.ke web portal.

### 5. Disclosure

Except as otherwise stated, we may use information you provide via this portal to improve the content, to customize the portal to your preferences, to communicate information to you (if you have requested it), for internal use and research purposes, and for the purposes specified in the Privacy Policy.

We do not disclose any information you provide via the portal to any third parties or other government departments except where:

- a) Such disclosures are necessary to fulfill our service obligations to you in which case we will require such third parties to agree to treat it in accordance with the Privacy Policy
- b) Required by applicable laws, court orders, or government regulations (for example to prevent or detect crime)
- c) You give us permission to do so.

## 6. HYPERLINKS TO THIRD PARTY SITES

To facilitate access by users to information provided by or via other parties, ushuru.co.ke may provide or assist in providing links to external websites through its pages. Provision of, or assistance in providing, these links gives rise to no statement, representation or warranty, express or implied, that the ushuru.co.ke agrees or does not disagree with the contents of any such external sites. Ushuru.co.ke does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

Ushuru.co.ke will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect of any use or misuse of or reliance on the contents of any such external websites delivered on or via the ushuru.co.ke web portal.

## 7. SECURITY

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Ushuru.co.ke is under no legal duty to encrypt any content or communications from and to the ushuru.co.ke webportal and is also under no legal duty to provide digital authentication of any page on the webportal. Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the ushuru.co.ke web portal or the server and computer network that support the portal.

Notwithstanding criminal prosecution, any person who delivers any damaging code to the ushuru.co.ke web portal, whether on purpose or negligently, shall, without any limitation, indemnify and hold ushuru.co.ke harmless against any and all liability, damages and losses ushuru.co.ke and its partners / affiliates may suffer as a result of such damaging code.

Users may not develop, distribute or use any device to breach or overcome the security measures of ushuru.co.ke web portal and ushuru.co.ke reserves the right to claim damages from any and all persons concerned with a security failure or breach.

Users may not interfere with data or services in any way to cause data or services to be modified, destroyed or otherwise rendered ineffective (e.g. denial of service attacks).

## 8. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the ushuru.co.ke web portal to ushuru.co.ke and ushuru.co.ke undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

## 9. APPLICABLE AND GOVERNING LAW

The ushuru.co.ke web portal is hosted, controlled and operated from the Republic of Kenya and therefore Kenyan law enforced by the Kenyan courts governs the use or inability to use the ushuru.co.ke web portal, its content, services and these terms and conditions.

## 10. LEGAL COSTS

Ushuru.co.ke shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

## 11. ADDITIONAL TERMS

Certain sections or pages on this web portal may contain separate terms and conditions, which are in addition to these terms and conditions. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

## 12. Notification of changes to our Terms & Conditions

We will post details of any changes to our terms and conditions on the web portal to help ensure you are always aware of the information we collect, how we use it, and in what circumstances, if any, we share it with other parties.

## 13. PRIVACY

Ushuru.co.ke shall take all reasonable steps to protect the personal information of Users. We will maintain appropriate safeguards to ensure the security, integrity and privacy of your personal data.

Information collected may be used subject to the following purposes:

- a) ushuru.co.ke shall not disclose personal information from Users unless the User consents thereto.
- b) ushuru.co.ke shall disclose information without the Users consent only through due legal process.
- c) ushuru.co.ke may compile, use and share any information that does not relate to any specific user.
- d) ushuru.co.ke owns and retains all rights to non-personal statistical information collected and compiled by ushuru.co.ke.

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I, the undersigned, have read and understood all of the terms governing the use of the Web Portal and the services offered.