

## 1. WHAT ARE THESE TERMS?

These are the "**Terms**" that regulate your use of our "**Website**" (<http://wavumbuzi.africa/>), and our relationship with you. They create a legally binding contract between us ("us" being the trustees for the time being of the Allan & Gill Gray Philanthropy NPC and "you" being the browser of our Website), as soon as they apply.

## 2. THE ESSENTIAL POINT OF THESE TERMS

We will have no obligations to you whatsoever, we will not be liable at all for any liability, damage or loss resulting from your use or inability to use our Website. You should not act in a way that relies on any information on our Website. **You use our Website at your own risk.**

## 3. WHEN DO THESE TERMS APPLY?

These Terms will apply if you access or use our Website. Kindly to not use our Website if you don't agree to these Terms, as you may only use our Website on these Terms and any other applicable terms.

## 4. OTHER APPLICABLE TERMS

There is also a "**Privacy Policy**" and additional terms that will apply specifically to the Wavumbuzi Entrepreneurship Challenge ("**the Challenge**") (the "**Challenge Terms**") which you can also find on our Website. If there is a conflict between these Terms and the Challenge Terms or Privacy Policy, the various terms will apply in the following order of precedence: (i) Challenge Terms; (ii) Privacy Policy and (iii) Browser Terms.

## 5. CHANGES TO OUR WEBSITE AND/OR THESE TERMS

We have the unfettered right (as far as the law allows) to suspend, change or add to our Website, and to change or add to these Terms, at our discretion, and such changes will apply as soon as we make them. If you do not agree to these changes, you must stop using our Website immediately.

## 6. USE OF OUR WEBSITE

6.1. When using our Website, you may not:

- 6.1.1. distribute any content from our Website without our prior consent;
- 6.1.2. use any malicious technology, including but not limited to crawlers and spiders, to search our Website or obtain information from our Website;
- 6.1.3. frame our Website or any of its pages;
- 6.1.4. link to our Website in a manner other than through the homepage;
- 6.1.5. deep-link to any other pages of our Website in a way that would suggest that you own the intellectual property that belongs to us or any of our partners / sponsors;
- 6.1.6. provide us with any information which to your knowledge is untrue or incorrect;
- 6.1.7. change, modify, circumvent, disable or tamper with any part of our Website, including its security features; and/or
- 6.1.8. use our Website for commercial purposes, unless in terms of a written agreement signed between us and yourselves.

6.2. You may only use our Website in the following ways:

- 6.2.1. to browse the Website and obtain information from the Website;
- 6.2.2. for participation and use in the Challenge;
- 6.2.3. in a responsible non-malicious, non-abusive and honest manner;
- 6.2.4. in accordance with the Challenge Terms if they are applicable to you (where you have agreed to them);
- 6.2.5. in accordance with the limited revocable license which we have given you and which is subject to these Terms.

6.3. The limited license in clause 6.2.5 does not extend to our source code of the Website, software or any computer program that forms part of our Website.

## 7. INTELLECTUAL PROPERTY

All our intellectual property remains the property of Allan & Gill Gray Philanthropy NPC. This means that you absolutely agree that all right, title and interest in, and to, any of our intellectual property (in its widest possible legal and commercial sense) viewable and accessible from our Website (including any content that may be submitted or uploaded by you) is proprietary to us, and will remain so. To the extent necessary and subject to applicable law, you unconditionally and irrevocably assign a perpetual right to any such content submitted or uploaded by you to our Website, during the Challenge, to us: this means that any intellectual property you upload to the website will be usable by us. You will not acquire any rights of any nature in respect of that intellectual property by using our Website, participating in the Challenge and/or receiving services or products which are offered by any of our partners / sponsors.

## 8. THIRD PARTY SITES

We may provide hyperlinks to third party websites and/or apps on our Website from time to time. When you access and use these third-party websites, apps, products, services or business **you do so solely at your own risk**. We will not be liable for any harm or loss that you may incur when using these links, websites, apps etc.

## 9. PROTECTION OF PERSONAL DATA

9.1. We shall take all lawful and reasonable measures to protect your data when you use our website. Compliance with statutory data protection regulations and primarily the Kenyan Data Protection Act (2019) is therefore a matter of course for us.

9.2. Where personal data is required (e.g. name, address, email address for registration), it is collected as far as possible on a voluntary basis.

9.3. The personal data that we receive over our website is only used for account activation, record-keeping and correspondence and is only used for the purpose for which you have given us consent.

9.4. Legal prerequisites provided, you shall have the following rights over your personal data:

9.4.1. Your personal data will not be disclosed to third parties, unless we are legally obligated to or if you have given us your prior consent;

- 9.4.2. Your personal data will only be saved as long as required to fulfil the original purpose for which you have made it available to us;
  - 9.4.3. You have the right to demand the blocking or cancellation of your stored personal data;
  - 9.4.4. You have the right of restricted processing of your data;
  - 9.4.5. You have the right to demand information pertaining to any of your data;
  - 9.4.6. You have the right, under certain conditions, to demand the correction or cancellation of your data.
  - 9.4.7. You have the right to withdraw your consent to the use of your personal data at any time and without any reason with effect for the future.
- 9.5. We have provided more details as to the data we collect and how it is processed in our Privacy Policy.

## 10. LIMITATION OF LIABILITY

- 10.1. You hereby agree that, subject to applicable law, we (including our directors, partners, employees, and related individuals and entities) will not be liable for:
- 10.1.1. any incorrect information or images provided on or uploaded to the Website which you relied upon;
  - 10.1.2. any internet data usage or other charges incurred while using the Website;
  - 10.1.3. any interruption, malfunction, downtime, off-line situation or other failure of the Website, our systems, databases or any of its components;
  - 10.1.4. any loss directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems or programming defects; and/or
  - 10.1.5. any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service

providers, electricity suppliers, local authorities and certification authorities, or any other event over which we have no direct control.

10.2. Subject to applicable law, you indemnify and hold us harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages of all and every kind (including direct, indirect, special or consequential damages), and in an action based on contract, negligence or any other action, arising out of or in connection with the above, whether due to negligence or not.

## 11. RULES FOR SENDING AND RECEIVING ELECTRONIC MESSAGES

We will primarily use email and electronic notices on the Website as our main communication tool for all communications relating to these Terms or the Challenge Terms. Where we have placed a notice on the Website or sent an email notice and you continue to use the Website, we will accept your continued use of the Website as deemed receipt and acceptance of the content of the notice.

## 12. NON-WAIVER

Our failure to insist upon strict enforcement of any provision of these Terms shall not be construed as a waiver of any provision or right.

## 13. LAW AND DISPUTES

13.1. These Terms will be governed by and interpreted in terms of Kenyan laws. You consent that a court of competent jurisdiction shall resolve any dispute that may arise as a result of these Terms.

13.2. Any dispute which arises out of or pursuant to these Terms, the Privacy Policy or the Challenge Terms (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction) shall be submitted to and decided by arbitration in accordance with the arbitration rules and legislation for the time being in force in Kenya.

13.3. That arbitration shall be held:

13.3.1. with only the parties and their legal representatives present before one arbitrator;

13.3.2. at Nairobi.

13.4. The parties shall use their best endeavours to procure the expeditious completion of the arbitration.

13.5. Any dispute concerning any data submitted to us arising out of or pursuant to these Terms, the Privacy Policy or the Challenge Terms shall in the first instance be submitted to and decided by the Data Protection Officer appointed by us and failing resolution shall be submitted to and decided by the Office of the Data Commissioner in accordance with the Data Protection Act (2019) and its attendant regulations for the time being in force.

## 14. GETTING IN TOUCH

Please email us at [info@wavumbuzi.africa](mailto:info@wavumbuzi.africa) for any enquiries about our Website.