

KEPHA Foundation Website Terms and Conditions

Last Updated: July 17, 2025

Welcome to the KEPHA Foundation website! These Terms and Conditions ("Terms") govern your access to and use of kephafoundation.org (the "Website"), operated by KEPHA Foundation ("KEPHA," "we," "us," or "our").

By accessing or using our Website, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, please do not use our Website.

1. Acceptance of Terms

By accessing and using this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, which constitute a legally binding agreement between you and KEPHA Foundation. We reserve the right to update or modify these Terms at any time without prior notice. Your continued use of the Website after any such changes constitutes your acceptance of the new Terms.

2. Purpose of the Website

The KEPHA Foundation Website is provided to:

- Inform the public about our mission, vision, values, and programs aimed at empowering vulnerable communities in Kenya.
- Showcase our impact, recent activities, and upcoming events.
- Provide opportunities for individuals and organizations to get involved, including making donations, partnering with us, volunteering, and exploring career opportunities.
- Share news, stories, and insights relevant to our work and the communities we serve.

3. User Conduct

You agree to use the Website only for lawful purposes and in a manner that does not infringe the rights of, restrict, or inhibit anyone else's use and enjoyment of the Website. Prohibited behavior includes:

- Harassing or causing distress or inconvenience to any person.
- Transmitting obscene or offensive content.
- Disrupting the normal flow of dialogue within our Website.
- Attempting to gain unauthorized access to any part of the Website, other user accounts, or computer systems connected to the Website.
- Using the Website for any commercial purpose without our express written consent.
- Introducing any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

4. Intellectual Property

All content on this Website, including text, graphics, logos, images, audio clips, video clips, data compilations, and software, is the property of KEPHA Foundation or its content suppliers and is protected by Kenyan and international copyright laws. The compilation of all content on this Website is the exclusive property of KEPHA Foundation.

You may not reproduce, duplicate, copy, sell, resell, or exploit any portion of the Website, use of the Website, or access to the Website for any commercial purpose without our express written consent. You may download and print content from the Website for your personal, non-commercial use, provided you do not modify the content and retain all copyright and other proprietary notices.

5. Donations

- **Voluntary Contributions:** All donations made through the Website are voluntary and non-refundable.
- **Use of Funds:** KEPHA Foundation commits to using donations responsibly and effectively to support its stated mission and programs. While we strive to allocate funds as specified by donors (e.g., for a particular program), we reserve the right to redirect funds to other areas of greatest need if circumstances require.
- **Security:** We use secure third-party payment processors for all online transactions. We do not store your credit card details.
- **Tax Implications:** Donors are responsible for understanding the tax implications of their donations. KEPHA Foundation will provide receipts for tax purposes where applicable under Kenyan law.

6. Privacy Policy

Your use of the Website is also governed by our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy to understand our practices regarding the collection, use, and disclosure of your personal information.

7. Links to Third-Party Websites

The Website may contain links to third-party websites or resources. These links are provided for your convenience only. KEPHA Foundation has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that KEPHA Foundation shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

8. Disclaimers and Limitation of Liability

- **Website "As Is":** The Website and its content are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- **Accuracy of Information:** While we strive to provide accurate and up-to-date information on the Website, KEPHA Foundation does not warrant the completeness, reliability, or accuracy of any information. Any reliance you place on such information is strictly at your own risk.
- **No Guarantee of Service:** We do not guarantee that the Website will be uninterrupted, secure, or error-free, or that defects will be corrected.
- **Limitation of Liability:** To the fullest extent permitted by applicable law, KEPHA Foundation, its directors, employees, partners, agents, suppliers, or affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Website; (ii) any conduct or content of any third party on the Website; (iii) any content obtained from the Website; and (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage.

9. Indemnification

You agree to defend, indemnify, and hold harmless KEPHA Foundation and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Website, by you or any person using your account and password; b) a breach of these Terms, or c) content posted on the Website.

10. Governing Law

These Terms shall be governed and construed in accordance with the laws of Kenya, without regard to its conflict of law provisions. Any dispute arising under these Terms shall be subject to the exclusive jurisdiction of the courts located in Kenya.

11. Termination

We may terminate or suspend your access to our Website immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

12. Contact Us

If you have any questions about these Terms and Conditions, please contact us:

- **By email:** info@kephamissionfoundation.org
- **By phone:** (+254) 720936764
- **By mail:** KEPHA Mission Foundation P.O. Box 58885-00100, Nairobi, Kenya