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ChildFund Kenya
Attn: Communications
P. O BOX 14038 – 00800,
Off Waiyaki Way, Westlands, Nairobi
Email: kenyainfo@childfund.org

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- c) The URL of the location on this Website containing the material that you claim is infringing;
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Our Designated Agent can be reached by mail at: ChildFund Kenya, Njenga Maina & Company Advocates, Muguku Building 3rd Floor Kikuyu, P.O. Box 19541-00100 Nairobi, Email njengamainaadvocates@gmail.com Phone :- 0723601855.

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Repeat Infringer Policy

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If any provision of this agreement is unlawful, void or unenforceable, the remaining provisions of the agreement will remain in place. These General Terms and Conditions constitute the entire agreement and understanding between you and ChildFund with respect to use of the website, superseding all prior or contemporaneous communications; except that use of any Restricted Sites are governed by the Restricted Sites Terms and Conditions. A printed version of these General Terms and Conditions shall be admissible in judicial or administrative proceedings based on or relating to use of the website to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

How to Contact Us

If you have any questions or comments about these General Terms and Conditions or this website, please write us at:

ChildFund Kenya
Attn: Communications
P. O BOX 14038 – 00800,
Off Waiyaki Way, Westlands, Nairobi
Email: kenyainfo@childfund.org

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REGISTRATION; TRANSACTIONS; TERM OF REGISTRATION

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Modifications to the Restricted Sites Terms and Conditions

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COMPLIANCE

Generally

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CONTRACTORS

Use of Contractors

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INTELLECTUAL PROPERTY RIGHTS; RESTRICTIONS ON

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SUSPENSION; TERMINATION

Suspension

ChildFund Kenya may suspend or limit Registrant's access to the Restricted Sites if ChildFund Kenya, in its sole discretion, suspects that Registrant is in violation of, or reasonably likely to be in violation of, these Restricted Sites Terms and Conditions or any additional instructions, guidelines or policies issued by ChildFund Kenya, including those posted on the ChildFund Kenya website (www.childfundkenya.org).

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Registrant may cancel his or her registration at any time in accordance with the procedures described on the Restricted Sites.

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For Cause. Immediately (1) in order to comply with applicable Law or instructions from any governmental agency or authority; (2) if ChildFund Kenya, in its sole discretion, suspects that Registrant is using the Restricted Sites in a manner not permitted by these Restricted Site Terms and Conditions; or (3) upon any breach of these Restricted Site Terms and Conditions, the ChildFund Kenya website General Terms and Condition or the ChildFund Kenya Privacy Policy by Registrant.

For Convenience. For convenience, upon Notice by ChildFund Kenya to Registrant, which may occur after an unsuccessful login attempt by Registrant.

Effect of Termination/Survival of Selected Provisions

Effect of Termination. Upon the expiration or earlier termination of Registrant's registration, for any reason (i) Registrant will no longer be authorized to access the Restricted Sites or otherwise use any of the features or services offered by the Restricted Sites; (ii) ChildFund Kenya may delete any data associated with Registrant's accounts, including but not limited to, any content in Registrant's My Correspondence Account; and (iii) all rights and obligations of the Parties under these Restricted Sites Terms and Conditions shall expire, except those rights and obligations under those sections specifically designated in the sub-section titled "SURVIVAL" immediately below.

Survival. Notwithstanding the expiration or earlier termination of Registrant's registration to the Restricted Sites, the following sections of the Restricted Sites Terms and Conditions shall survive any such expiration or termination: "DISCLAIMER"; "OWNERSHIP OF THE WEBSITE AND RELATED DATA"; "EFFECT OF TERMINATION/SURVIVAL OF SELECTED PROVISIONS"; "LIABILITY"; "INDEMNITIES"; "DISPUTE RESOLUTION"; AND, "GENERAL".

LIABILITY

Limitation of Liability

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No action arising out of, in connection with, or relating to these Restricted Sites Terms and Conditions or the subject of these Restricted Sites Terms and Conditions shall be brought by Registrant more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both parties. All statutes or provision of law which would toll or otherwise affect the running of the period of limitations are hereby waived, and no such statute or provision of law shall operate to extend the period limited in this paragraph. In addition, all Claims under the Restricted Sites Terms and Conditions are governed in accordance with the Jurisdiction and Governing Law provisions of the General Terms and Conditions.

INDEMNITIES

Indemnity by Registrant

Registrant will indemnify and hold harmless ChildFund Kenya, its affiliates and their respective current, future or former officers, directors, partners, employees, agents, contractors, and their successors or assigns (collectively, the "ChildFund Kenya Group") on demand, from and against any and all fines, penalties, liabilities, losses and other damages of any kind whatsoever (including attorneys' and experts' fees) incurred by any of the members of the ChildFund Kenya Group, and, if directed by ChildFund Kenya, shall defend the ChildFund Kenya Group against (1) all claims that any information, data or other materials provided by Registrant in connection with the Restricted Sites (including, but not limited to, Registrant's application for registration to access and use the Restricted Sites) or these Restricted Sites Terms and Conditions, or use thereof by any member of the ChildFund Kenya Group, infringes, misappropriates or otherwise violates any patent, trademark, copyright, trade secret or other intellectual

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GENERAL

Entire Agreement, Amendments and Modifications

These Restricted Terms and Conditions are available at ChildFund Kenya Privacy Policy, www.childfundkenya.org/privacypolicy and any additional instructions, guidelines or policies issued by ChildFund Kenya, including those posted on the ChildFund Kenya website (www.childfundkenya.org), constitute the entire agreement of the Parties with regard to the Restricted Sites and all matters addressed herein, and all prior agreements, letters, proposals, discussions and other documents regarding the Restricted Sites and the matters herein are superseded and merged into these Restricted Sites Terms and Conditions.

Force Majeure

ChildFund Kenya will be excused from performance under these Restricted Sites Terms and Conditions for any period that it is prevented from or delayed in performing any obligations pursuant to these Restricted Sites Terms and Conditions, in whole or in part, as a result of a Force Majeure Event. For purposes of this Section, "Force Majeure Event" means an event or series of events caused by or resulting from any of the following: (1) weather conditions or other elements of nature or acts of God; (2) acts of war, terrorism, insurrection, riot, civil disorder or rebellion; (3) pandemics, major health emergencies, quarantines or embargoes; (4) labor strikes; (4) telecommunications, network, computer, server or Internet downtime; (5) unauthorized access to ChildFund Kenya's information technology systems by third parties; or (6) other causes beyond the reasonable control of ChildFund Kenya.

Severability

If any provision of these Restricted Sites Terms and Conditions, the General Terms and Conditions, or Privacy Policy shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).

Assignment

Registrant may not assign these Restricted Sites Terms and Condition (or any rights, benefits or obligations hereunder) by operation of law or otherwise without the prior written consent of ChildFund Kenya, which may be withheld at ChildFund Kenya's sole discretion. Any attempted assignment by Registrant that does not comply with the terms of this Section shall be null and void. ChildFund Kenya may assign these Restricted Sites Terms and Conditions, in whole or in part, to any third party in its sole discretion.