



Terms and Conditions

This Terms and Conditions agreement (the "**Agreement**") is between you ("**you**") and Yetu (together with our affiliates, service providers, and partners) and governs your use of the Yetu.org web site (the "**Site**"), including the materials and information posted on it, and the functionality that permits you to make donations, solicit donations, create registries, establish fundraisers, solicit donations for a project, or to use any other functionality offered through the website.

1. **Acceptance of Terms and Supplementary Terms.** Yetu operates the Site subject to this Agreement, including the Privacy Policy and any additional guidelines, rules, terms and conditions, or limitations applicable to specific components of the Site (each, a "**Supplementary Term**"), each of which is incorporated by reference herein.

By making a payment you acknowledge and agree that you are at least eighteen years of age, legally competent, and that you are entering into a legally binding contract with Yetu governing your use of the Site, which contract includes all Supplementary Terms. If you are an individual accepting this Agreement on behalf of an agency or entity, you warrant that you have the legal right to accept this Agreement on behalf of such agency or entity and that the agency or entity will also be bound by this Agreement.

You acknowledge and agree that Yetu retains control over the donated funds. In the event that (i) a project is retired or fully funded or (ii) Yetu receives a check payable to Yetu without reference to a specific project or campaign, the donated funds will be allocated to Yetu's General Fund.

You acknowledge and agree that a printed version of this Agreement and/or any electronic communication from Yetu shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement and/or your use of the Site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

2. **Amendment.** Yetu reserves the right to modify this Agreement from time to time in its sole discretion by posting an announcement of such changes on the Site, along with the revised Agreement marked to show the date of last revision. By continuing to use the Site after such changes are posted, you acknowledge and agree to be bound by the Agreement as modified.
3. **Modification, Suspension, and/or Cancellation.** Yetu reserves the right to modify the Site, and change, suspend, or discontinue providing all or part of the content or functionality of the Site in its sole

discretion, with or without notice. You agree that Yetu shall not be liable to you or to any third party for any such actions.

4. **Personal Information.** Yetu's use of personal information collected from and about you in connection with your use of the Site (e.g., as part of your Profile) is governed by our [Privacy Policy](#), (the "**Privacy Policy**"), and which is incorporated by reference into this Agreement as a Supplementary Term. [By providing this personal information, subject to the terms of the Privacy Policy, you grant to Yetu a perpetual, irrevocable, transferable, worldwide, royalty-free license to use, reproduce and store, and subject to your privacy preferences, to display, publish, transmit and distribute such information in connection with the operation of the Site.]
5. **User Credentials.** When you create an account or profile, submit an expression of interest, list a project, create a fundraiser or registry, or make a donation, you will be asked to provide certain personal information, such as your name and contact information, and given the opportunity to select one or more user names and passwords (collectively, your "User ID").

You acknowledge and agree that:

- You agree to provide accurate and truthful information, and to promptly update this information to reflect any changes;
 - You represent that you have all rights in the information necessary to provide it to Yetu;
 - User ID is for your personal use only and may not be transferred to any third party;
 - You are exclusively responsible for the security and confidentiality of your User ID and for all use of the Site that occurs in connection with your User ID, with or without your knowledge;
 - You are required to completely log out of the Site at the end of each session and to notify Yetu promptly if you learn of any unauthorized use of your User ID;
 - If you are accepting this Agreement as a representative on behalf of an agency or other entity, you represent that you have the rights to submit the registration information on behalf of that agency or other entity;
 - Yetu will not be liable for any loss or damage arising from your failure to comply with this section; and
 - Any information submitted under your User ID is subject to the "Personal Information" terms as specified in Section 4.
6. **Profile and Forum Content.** Yetu may permit you and other users to post information on the Site, including on personal "profile pages," and on designated areas of the Site including, for example, bulletin boards, message boards, chat rooms or forums. Yetu does not control or endorse, and is not responsible for user content of any kind posted by Site users (including Yetu employees who maintain

Profiles or participate in Forums). In addition, Yetu cannot control use or misuse by others of information you post in your Profile or in a Forum. Section 10 describes the provisions of this Agreement regarding Yetu's monitoring of content.

Accordingly, you acknowledge and agree that under no circumstances will Yetu be liable for any loss or damage caused by (a) your reliance on user-posted Profile or Forum content; or (b) use or misuse by any Site user or third party of any user content that you post in connection with your Profile, on a Forum, or otherwise in connection with your use of the Site.

7. **Rules of Conduct.** Your use of the Site is expressly conditioned on your responsible and lawful participation in the Site community. Accordingly, and without limiting the foregoing:

You acknowledge and agree that:

- Your use of the Site is conditioned on your compliance with this Agreement and all applicable laws, rules, and regulations of the Government of Kenya.
- Any information you provide in connection with your use of the Site must be true, accurate, and complete at the time provided, and you will maintain, update, and correct such information regularly.

You agree that you will not post, transmit, distribute, publish, use, or otherwise make available, through or in connection with the Site:

- Anything that is or may be (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory; (c) fraudulent or tortuous; (d) obscene, indecent, pornographic, offensive, or otherwise objectionable, in all cases as determined by Yetu in its sole discretion;
- Anything that is protected by copyright, trademark, trade secret, right of publicity, moral rights, or other proprietary right without authorization from the rights-owner;
- Any material that would give rise to criminal or civil liability; that encourages violence or other conduct that constitutes a criminal offense; or that encourages or provides instructional information about violent, offensive, or illegal activities;
- Any hardware, software, equipment, virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that may: (a) harm Yetu or invade, harm, disrupt or hijack the operation of the Site; (b) mislead or harm any third party; (c) monitor access to or use of the Site by others;
- Any unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme," communication or solicitation designed or intended to obtain password, account, or private information from any user, or any other form of solicitation;
- Any "lobbying" or "electioneering" materials.

You agree that you will not use the Site to:

- Engage in fraudulent or unlawful activities of any kind;
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal, privacy, publicity, or other rights of others;
- Impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; or assert or imply that Yetu or any Site user endorses any statement you make;
- Interfere with or disrupt the operation of the Site or any servers, hardware, or software used in connection with the Site;
- Transfer or copy any protected material, content or information made available through any restricted portion of the Site to any non-restricted portion of the Site or to any public forum;
- Restrict or inhibit any other person from using the Site.

You agree that you will not, without our express written consent:

- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, or for any purposes that are competitive with Yetu, any element of the Site, including any information or materials made available on or through the Site;
- Modify, adapt, translate, reverse engineer, decompile or disassemble any element of the Site;
- Remove any copyright, trademark or other proprietary rights notice from the Site or any materials posted on or originating from the Site;
- Frame or mirror any element of the Site;
- Systematically download Site content to create a separate database;
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," "harvest" or in any way gather Site content, or reproduce or circumvent its navigational structure or presentation;
- Advertise, promote, market, or offer to sell or buy any goods or services on or through the Site;
- Use the Site to solicit funding, grants, or financial assistance of any kind without an explicit invitation by the donor, or to distribute funds, seek grant proposals, or issue requests for proposals.

8. **Grant of License to Yetu.** You will retain ownership rights in content you post in your Profile and in other places on the Site (each, a "Submission"). Except as provided herein, Yetu will not re-publish your Submissions outside the Site without your written consent. By posting a Submission, however, you grant Yetu a perpetual, irrevocable, non-exclusive, transferable, royalty-free license to use, display, reproduce, distribute, modify, adapt, or sublicense such Submissions to operate the Site and to make it available to

users as contemplated hereunder.

For each Submission, you represent and warrant that:

- You have all rights necessary to post such Submissions, to grant the licenses granted hereunder, and to permit Yetu to grant the necessary licenses to other Site users in accordance with your privacy preferences; and
- Your posting of any Submission and your grant of rights in connection with any such Submission, complies with all applicable laws, rules and regulations and does not violate the rights of any third party.

9. **License.** Subject to your compliance with the terms and conditions of this Agreement (including, but not limited to, Section 7), Yetu hereby grants to you a limited, non-exclusive, revocable license to access and use the Site and download and print the content and information on or made available through the Site (provided that you keep all copyright or other proprietary notices intact on such content and information), solely for your personal, non-commercial use. You may not republish such content or information on any other Internet, Intranet or Extranet site or incorporate the content or information in any other database or compilation. Any other use of the Site or content and information is strictly prohibited. Yetu and its licensors reserve all rights not expressly granted in and to the Site and its content and information and all intellectual property rights therein (including the trademarks and service marks on the Site).

10. **Monitoring.** You acknowledge and agree that Yetu may, in its sole discretion, but has no obligation to: (i) monitor any user-posted information or content (including Submissions); (ii) post, alter, remove, or refuse to post any user-provided content (including Submissions); and/or (iii) disclose the content of any Submission as well as any other information about such Submission or the circumstances surrounding the transmission, posting, or use of such Submission to you or any third party; in all cases as appropriate in Yetu' sole discretion: to operate the Site; protect the rights and properties of Yetu and third parties; to comply with legal obligations or governmental requests; to enforce this Agreement; and/or for any other legitimate reason or purpose. Without limiting the foregoing, you acknowledge and agree that Yetu is not responsible for screening, policing, editing or monitoring any such user content. If notified of allegedly infringing, defamatory, damaging, illegal or offensive conduct, Yetu may investigate the allegation and determine, in its sole discretion, whether to remove or request the removal of such user content from the Site. However, Yetu cannot ensure prompt editing or removal of questionable user content after online posting. Accordingly, Yetu shall not assume any liability for user content or third party conduct, communication or information on the Site.

11. **Links and Online Listings.** From time to time Yetu may post and/or may permit you, other Site users or third parties to post on the Site (a) links to third party sites ("Links") or (b) listings regarding the

availability of relevant products or services ("Listings"). Such Links and Listings are provided subject to Section 14 below, and WITHOUT WARRANTIES OF ANY KIND, FOR USE AT YOUR OWN RISK. You acknowledge and agree that Yetu does not control or endorse any information, products, or services made available via Links or Listings, and is not responsible for the accuracy, reliability, quality, or legality of any such information, products, or services. It is your responsibility to evaluate the information, opinions, advice or other content available through the Links or Listings, whether posted or provided by third parties or by Yetu. Yetu may remove any Links or Listings at any time for any reason or for no reason. Yetu will not be liable or responsible for any transaction you conduct with third parties.

12. **Proprietary Rights.** The Site and other information or materials made available through or used in connection with providing the Site are and shall remain the property of Yetu and its licensors (including Site users) and suppliers, and are protected by copyright, trademark, patent, and/or other proprietary rights and laws; provided that you will retain ownership in your Submissions in accordance with Section 8. Except as expressly provided herein or permitted or otherwise authorized in advance by Yetu in writing, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on any element of the Site, including without limitation the Site itself or any Site content, or other materials made available through the Site.

Trade names, trademarks and service marks of Yetu or its licensors include without limitation, Yetu and any associated logos. All trademarks and service marks on the Site not owned by Yetu are the property of their respective owners. The trade names, trademarks and service marks owned by Yetu, whether registered or unregistered, may not be used by you in connection with any product or service that is not ours. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Yetu trade names, trademarks or service marks without our express prior written consent.

13. **Limitations of Liability and Disclaimer of Warranties.** The site and all information, services, links, or opportunities for giving described and/or available on or through the site are provided to you "as is" without any warranties of any kind, whether express, implied or statutory. You agree that you must evaluate, and that you bear, all risks associated with the use of the site, including without limitation, any reliance on the accuracy, timeliness, completeness or usefulness of any content or services available on or through the site or on or through any link or listing. Yetu disclaims all warranties with respect to the site; projects, fundraisers, registries or other opportunities for giving described, featured, and/or available on or through the site; the use of donation funds promised or pledged; and any content or services available on or through the site or on or through any link or listing, to the fullest extent permissible under applicable law, including the warranties of merchantability, fitness for a particular purpose, non-infringement, and title.

Yetu shall not be liable for any indirect, incidental, consequential, special, exemplary or punitive

damages of any kind, under any contract, negligence, strict liability or other theory (including detrimental reliance), including without limitation, damages for loss of profits, use, data, loss of intellectual property, loss of other intangibles, loss of security of information in connection with your use or any other party's use or misuse of the site, even if advised in advance of such damages or losses. Your sole and exclusive remedy for dissatisfaction with the site is to stop using the site.

We do not guarantee that the site will be or remain secure, complete or correct, that the site, the server that makes the site available, or the services are free of errors, viruses, bugs or other harmful components, or that access to the site will be uninterrupted. The site may include inaccuracies, errors and materials that violate or conflict with this agreement. Additionally, it is possible that third parties might make unauthorized alterations to the site.

14. **Indemnity.** You agree to defend, indemnify and hold harmless Yetu and its respective successors, sponsors, employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers and members, from and against all claims, losses, costs and expenses (including attorneys fees) arising out of (a) your use of, or activities in connection with, the Site; (b) any violation of this Agreement by you or anyone using your User ID; (c) your violation of any rights of any other person or entity while using the Site; or (d) information provided under your User ID and any information that you or anyone with your password submits, posts, or transmits through the Site.
15. **Termination.** This Agreement is effective until terminated. Yetu, in its sole discretion, may terminate your access to or use of the Site and/or Services, at any time and for any reason or no reason, including if Yetu believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that Yetu may immediately deactivate or delete your User ID, and all related information and files associated with such credentials including, without limitation, your Submissions, and/or bar any further access to such information or files. You agree that Yetu shall not be liable to you or any third party for terminating this Agreement and/or terminating your access to the Site. Nor shall Yetu have any obligation to make information or files associated with the Site available to you after any such termination.
16. **Business Transfers.** Yetu may sell, transfer or otherwise share some or all of its assets, including your personal information and Submissions, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.
17. **Miscellaneous.** This Agreement does not, and shall not be construed to create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Yetu. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any

remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This, together with all policies referred to herein, is the entire Agreement between you and Yetu relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Yetu relating to such subject matter. Notices to you may be made via posting to the Site or by e-mail in our sole discretion. Yetu will not be responsible for failures to fulfill any obligations due to causes beyond its control.