

## **KENYA SCHOOL OF REVENUE ADMINISTRATION WEBSITE PRIVACY POLICY**

### **Terms and Conditions of Use the Kenya School of Revenue Administration website**

#### **1. Terms of Use**

These Terms of use are effective from **1<sup>st</sup> March 2021**

#### **2. Definition and Interpretations**

In these General Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- 2.1 **“Banking business day”** shall mean a day on which Banks are open for business.
- 2.2 **“Content”** shall mean any audio, video, text, images or other material a user chooses to display on the KESRA Website or applications.
- 2.3 **“Identification information”** shall mean the log in details required to access the website or applications including usernames, passwords or any other such information.
- 2.4 **“KESRA”** shall mean Kenya School of Revenue Administration
- 2.5 **“User”** shall mean any person who uses the KESRA website and/or its mobile applications

#### **3. Acceptance of Terms and Conditions**

- 3.1 The Kenya School of Revenue Administration (hereinafter referred to as KESRA) makes this Website; <https://kesra.ac.ke/> available to you (hereinafter referred to as USER) on the terms and conditions set out hereunder. This is a service created for the convenience of the public and will apply to the KESRA website and its mobile applications for both Android and Apple iOS.
- 3.2 By accessing or using KESRA website and/or applications, or continuing to browse and use KESRA website or applications the user agrees to comply with and be bound by the terms and conditions contained herein.

- 3.3 The user is deemed to have accepted these Terms and Conditions of Use as amended from time to time and which take effect upon the use of KESRA services or upon the user accessing the KESRA website or/and applications at any time.
- 3.4 KESRA may modify these terms and conditions at any time and the user agrees that such modifications will be effective immediately upon posting of the modified document. The user agrees that by using the KESRA website or/and applications after any such modifications, user will be deemed to have reviewed, agreed to and accepted the modified document. User agree that user will not intentionally provide false information when accessing or using KESRA services. User also agree that user will not falsify, forge, or otherwise tamper with any information in the emails or SMS user receive as part of the Service. On this Website or/and applications, the term Service refers to any service accessed by a user through the KESRA Website incorporated into the Website or applications.

#### **4. Privacy Statement**

- 4.1 This privacy Statement covers the collection, use and disclosure of data collected via <https://kesra.ac.ke/>. This Privacy statement also describes the user's legal rights in relation to such data.
- 4.2 Please note that this Privacy Statement addresses the data collection and handling practices associated with KESRA website only. KESRA is not responsible for the privacy practices of other websites

#### **5. Collection of Personal Information**

- 5.1 No personally identifiable information is collected automatically about visitors who simply browse the website or who download information from it. KESRA does not release any information about the collection of internet protocol addresses to any third party, except as required by law or under court order.
- 5.2 The web servers maintain logs of user activity in order to help KESRA manage the web site. Information stored in these logs does not identify a user personally. The logs store such things as the domain name and IP address from which user accessed the website; the type of browser and operating system used by the user; the date and time that the user accessed the site; the pages visited by the user; and the country or region of the world from which user accessed the site.
- 5.3 KESRA staff may use this information to establish number of the website visitors, where the visitors are located, which parts of the website are of most interest to visitors and other facts that will help improve the website and the services offered.

## **6. Personal Information**

- 6.1 KESRA values feedback on the use of its website and application. If a user participates in a survey or sends an e-mail to KESRA, the user e-mail address and any other information volunteered may be collected. Visitors who request services through KESRA's website or application may be required to furnish additional information in order to receive the service requested. The additional information collected will be no more specific than if the visitor were requesting the service by any other means, including by telephone or an in-person visit to KESRA. KESRA may share such information with another government agency or organization if it is required to provide by the user or if disclosure is required by law or court order.
- 6.2 KESRA may provide information about user accounts or other personally identifiable data to third parties only when the information is necessary to complete a transaction initiated by the user or when a service requires disclosure.
- 6.3 KESRA may share the statistical information with third parties without reference to individual information.
- 6.4 KESRA may e-mail the user regarding billing or service-related issues.

## **7. Security of Personal Information**

- 7.1 KESRA shall not rent, sell or give away any information identifying user individually (name, address, phone number, etc.) to a third party for marketing or mailing list purposes without user permission. We will also not disclose credit card information, except for purposes related to user credit card transaction, or with user permission, or as required by law.
- 7.2 Any information provided to KESRA by a user of its website is held with the utmost care and security and will not be used in ways other than as set forth in this privacy policy or in any site -specific policies or in ways that have been explicitly consented to by the user.

## **8. Anti-bribery and anti-corruption Policy**

- 8.1 When using the KESRA website, the user shall be required to:
- a) Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act No. 47 of 2016 and the Anti-corruption and Economic Crimes Act, No. 3 of 2003.

- b) Not engage in any activity, practice or conduct which would constitute an offence;
- c) Promptly report to KESRA any request or demand for any undue financial or other advantage of any kind in connection with the use of the website;

## **9. Service availability**

- 9.1 KESRA makes no warranties regarding the availability of services but all reasonable efforts will be made to provide the best possible service to users. Notices regarding planned system outages will be made available on the website's or /and applications home page.
- 9.2 After hours, provision of services will be influenced by availability of related computer systems.
- 9.3 It is impossible for KESRA to ensure that it will provide the services to users at all times or at any specific times or will be able to operate at all times error-free.

## **10. Customer Reference Number, User ID and Password**

- 10.1 The unique Customer Reference Number shall be the user's National ID /Passport, user's certificate number or any other number provided by government. The user's name and password are very important pieces of information and it is user's responsibility to keep them secure.
- 10.2 The user agrees to:
  - a) choose a new password whenever required to do so;
  - b) take reasonable care when accessing the service to ensure that his/her/its password is not disclosed to any other person including family members; and
  - c) take every reasonable precaution to prevent the spread or diffusion of any software contamination including computer viruses.
- 10.3 If the user suspects that someone may know his/her/its username and password, the user agrees to advise the KESRA team immediately before logging into the system.
- 10.4 If the user suspects that someone may know his/her/its password, the user agrees to login and change it immediately and to advise KESRA, in writing, of the suspected breach of the password, e.g. by using the email facility at the Contact Us link on the home page.
- 10.5 The user agrees to be responsible for any transactions made in relation to his/her/its account using their User Name or Password.

## **11. Access to the service**

The user's access to the service will be denied if user enters incorrect identification information on more than four (4) consecutive occasions. KESRA reserves the right to deny or revoke access to KESRA website or applications where justified.

## **12. Intellectual Property Rights**

12.1 Other than the content owned by the use, which the user may have opted to include on the website, under these terms, KESRA or its licensors shall own all rights to the intellectual property and material contained in the KESRA website or applications, and all such rights are reserved.

12.2 The user is granted limited rights only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on the website or applications.

## **13. Restrictions.**

13.1 The user is expressly and emphatically restricted from all of the following;

- a) Selling, sublicensing or otherwise commercializing any KESRA website material.
- b) Using KESRA website or applications in any way that is, or may be, damaging to the website or applications.
- c) Using KESRA website or applications in any way that affects user access to the website or applications.
- d) Using KESRA website or applications contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the website or applications, or to any person or business entity;
- e) Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to the KESRA website, or while using the website.
- f) Using the KESRA website to engage in any advertising or marketing without express consent of KESRA.

13.2 Certain areas of the KESRA website or applications are restricted from access by the user and KESRA may further restrict access by user to any areas of the website or applications, at any time, in its sole and absolute discretion.

13.3 Any user ID and password obtained by the user for the website or applications are confidential and user must maintain confidentiality of such information.

#### **14. Content of Information supplied through KESRA**

- 14.1 By displaying his/her/its content, the user grants KESRA a non-exclusive, worldwide, irrevocable, royalty-free, sub-licensable license to use, reproduce, adapt, publish, translate and distribute it in any media.
- 14.2 The content must belong to the user and must not infringe on any third party's rights. KESRA reserves the right to remove any of the content supplied by the user from the website and/or at any time, and for any reason, without notice.

#### **15. Confidentiality**

By accessing the website, the user agrees to keep all materials and information confidential. The user agrees not to disseminate or otherwise provide any material obtained from the website confidential to any person not currently an Authorized User. Prohibited dissemination includes, but is not limited to, publishing or posting content to other websites. Any non-confidential use must be authorized in writing and in advance by either the author of the document or KESRA.

#### **16. No warranties**

The KESRA website or applications are provided "as is," with all faults, and KESRA makes no express or implied representations or warranties, of any kind related to the website or applications or the materials contained on the KESRA website or applications. Additionally, nothing contained on the KESRA website or applications shall be construed as providing advice to user.

#### **17. Limitation of liability**

- 17.1 In no event shall KESRA, nor any of its officers, be liable to the user for anything arising out of or in any way connected with the use of the KESRA website or applications, whether such liability is under contract, tort or otherwise.
- 17.2 KESRA, including its officers and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to the use of KESRA website or applications.

#### **18. Indemnification**

The user hereby indemnifies to the fullest extent KESRA from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to user's breach of

any of the provisions of these Terms specified for the use of KESRA website <https://kesra.ac.ke> and other applications.

**19. Severability.**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

**20. Notices**

20.1 Any notices in regard to any information that KESRA may wish to send to the user from time to time including but not limited to variations to these Conditions of Use, modifications or variations to the Services or Tariffs, any promotions and other information will be through advertisement in a daily newspaper, SMS, KESRA website, or by using any other suitable means.

PROVIDED THAT user shall be deemed to have been duly notified regardless that the same may not have actually come to user's attention.

**21. Assignment.**

KESRA Reserves the Rights to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, user shall not be permitted to assign, transfer, or subcontract any of the rights and/or obligations under these Terms.

**22. Entire Agreement.**

These Terms, including any legal notices and disclaimers contained on the website, constitute the entire agreement between KESRA and the user in relation to the use of the website or/and applications, and supersede all prior agreements and understandings with respect to the same.

**23. Governing Law & Jurisdiction.**

These Terms will be governed by and construed in accordance with the laws of the Republic of Kenya and the user submits to the jurisdiction of the law courts located in Republic of Kenya for the resolution of any disputes.

## **24. Dispute Resolution**

- 24.1 All questions in dispute arising between the Parties and all claims or matters in such dispute not otherwise mutually settled between the Parties shall be referred to arbitration.
- 24.2 Arbitration shall be by a single Arbitrator appointed by agreement between the Parties.
- 24.3 In default of such agreement, any party may request the Chairman of the Nairobi Centre for International Arbitration to appoint an arbitrator in consultation with the parties.
- 24.4 Every award made under this clause shall be made in accordance with the provisions of the Nairobi Centre for International Arbitration Act 2013. To the extent permissible by law, the determination of the Arbitrator shall be final and binding upon the Parties.
- 24.5 Notwithstanding these Arbitration provisions, the Parties shall not be precluded from seeking urgent injunctive relief, in which case the Parties submit to the exclusive jurisdiction of the High Court of Kenya.



## **DISCLAIMER**

KENYA SCHOOL OF REVENUE ADMINISTRATION THROUGH ITS WEBSITE AND APPLICATIONS DOES NOT MAKE ANY WARRANTIES CONCERNING THE ONLINE PAYMENT SERVICE INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW. KENYA SCHOOL OF REVENUE ADMINISTRATION MAKES NO WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. KENYA SCHOOL OF REVENUE ADMINISTRATION WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE KESRA WEBSITE AND APPLICATIONS, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES. FURTHER, THE USER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO HIS/HER/ITS COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOADING OF ANY MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM KESRA WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS. THE USER EXPRESSLY AGREES THAT THE USE OF THE SITE IS AT THE USERS SOLE RISK.

THE USER AGREES TO DEFEND, INDEMNIFY AND HOLD KENYA SCHOOL OF REVENUE ADMINISTRATION AND ITS OFFICERS, AGENTS, SUCCESSORS OR ASSIGNS FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE LEGAL AND EXPERTS' FEES) ARISING IN ANY WAY FROM THE USE OF KENYA SCHOOL OF REVENUE ADMINISTRATION WEBSITE OR/AND APPLICATIONS OR THE PLACEMENT OR TRANSMISSION OF ANY MESSAGE, INFORMATION, SOFTWARE OR OTHER MATERIALS OR CONTENT ON OR THROUGH THE WEBSITE OR/AND APPLICATIONS BY THE USER OR USERS OF THE USER'S ACCOUNT OR RELATED TO ANY VIOLATION OF THESE TERMS AND CONDITIONS BY EITHER THE USER OR USERS OF USER'S ACCOUNT.