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## KARIBU NYUMBANI TERMS AND CONDITIONS

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### BACKGROUND:

This agreement applies as between you, the User of this Website and Karibu Nyumbani, the owner of this Website. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

<b>“Account”</b>	means collectively the personal information, and credentials used by Users to access Paid Content and / or any communications System on the Website;
<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
<b>“Service”</b>	means collectively any online facilities, tools, services or information that Karibu Nyumbani makes available through the Website either now or in the future;
<b>“Premises”</b>	Means Our place of business located at PO Box 76021 Mbezi Temboni Dar es Salaam Tanzania
<b>“System”</b>	means any online communications infrastructure that Karibu Nyumbani makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
<b>“User” / “Users”</b>	means any third party that accesses the Website and is not employed by Karibu Nyumbani and acting in the course of their employment;
<b>“Website”</b>	means the website that you are currently using (karibunyumbani.org) and any sub-domains of this site unless expressly excluded by their own terms and conditions;
<b>“We/Us/Our”</b>	means Karibu Nymubani orphanage in Tanzania.

### 2. Age Restrictions

Persons under the age of 18 should use this Website only with the supervision of an Adult. Payment Information must be provided by or with the permission of an Adult.

### 3. Intellectual Property

3.1 Subject to the exceptions in Clause 6 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of

Karibu Nyumbani, Our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and international intellectual property and other laws.

3.2 Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given our express written permission to do so.

#### 4. **Fair Use of Intellectual Property**

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

#### 5. **Links to Other Websites**

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Karibu Nyumbani or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

#### 6. **Links to this Website**

Those wishing to place a link to this Website on other sites may do so only to the home page of the site whmtuk.com without our prior permission. Deep linking (i.e. links to specific pages within the site) requires our express written permission. To find out more please contact us via our webform at [www.whmtuk.com/contact](http://www.whmtuk.com/contact)

#### 7. **Use of Communications Facilities**

7.1 When using System on the Website you should do so in accordance with the following rules. Failure to comply with these rules may result in your Account being suspended or closed:

7.1.1 You must not use obscene or vulgar language;

7.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

7.1.3 You must not submit Content that is intended to promote or incite violence;

7.1.4 It is advised that submissions are made using the English language as we may be unable to respond to enquiries submitted in any other languages;

7.1.5 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

7.1.6 You must not impersonate other people, particularly employees and representatives of Karibu Nyumbani or Karibu NyumbaniLtd or our affiliates; and

7.1.7 You must not use Our System for unauthorised mass-communication such as "spam" or "junk mail".

7.2 You acknowledge that Karibu Nyumbani reserves the right to monitor any and all communications made to us or using our System.

7.3 You acknowledge that Karibu Nyumbani may retain copies of any and all communications made to us or using Our System.

7.4 You acknowledge that any information you send to us through Our System may

be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we reserve the right to reject such terms and associated information.

## 8. **Privacy**

8.1 Use of the Website is also governed by our [www.karibunyumbani.org/privacy](http://www.karibunyumbani.org/privacy) which is incorporated into these Terms and Conditions by this reference. To view the Privacy Policy, please click on the link above.

## 9. **How We Use Your Personal Information (Data Protection)**

9.1 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

9.2 We may use your personal information to:

9.2.1 Inform you of news and services available from us. You may request that we stop sending you this information at any time.

9.3 We will not pass on your personal information to any other third parties without first obtaining your express permission.

## 10. **Disclaimers**

10.1 We make no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our services.

10.2 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

10.3 No part of this Website is intended to constitute a contractual offer capable of acceptance.

10.4 Whilst we use all reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

## 11. **Changes to the Service and these Terms and Conditions**

We reserve the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If we are required to make any changes to these Terms and Conditions pertaining to the sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

## 12. **Availability of the Website**

12.1 The Website and any Service provided therein is provided “as is” and on an “as available” basis. We give no warranty that the Website or any Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

12.2 We accept no liability for any disruption or non-availability of the Website

resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

**13. Limitation of Liability**

13.1 To the maximum extent permitted by law, we accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. You should be aware that you use the Website and its Content at your own risk.

13.2 Nothing in these Terms and Conditions excludes or restricts Karibu Nyumbani's liability for death or personal injury resulting from any negligence or fraud on the part of Karibu Nyumbani.

13.3 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

**14. No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

**15. Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

**16. Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Karibu Nyumbani.

**17. Communications**

17.1 We may from time to time, if you opt to receive it, send you information about our services. If you do not wish to receive such information, please click on the "unsubscribe" link in any email you receive from us.

**18. Law and Jurisdiction**

These Terms and Conditions and the relationship between you and Karibu Nyumbani shall be governed by and construed in accordance with the Law of England and Wales and Karibu Nyumbani and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.