

Website terms and conditions for www.wilken.co.ke

These terms and conditions govern your use of our website. Please read the terms in full before you use this Website. If you do not accept these terms, please do not use this Website. Using the Website implies that you accept these terms. We do occasionally update these terms so please refer back to them in the future.

1. SITE ACCESS

- 1.1 You will be able to access the majority of this Website without having to register any details with us.

2. USE OF WEBSITE

- 2.1 You are permitted to use our website for your own purposes and to print and download material from this Website provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission.
- 2.2 The copyright and other intellectual property rights in all material on this Website are owned by our licensors or us and must not be reproduced without our prior consent.
- 2.3 Subject to paragraph 2.1, no part of this Website may be reproduced without our prior written permission.

3. SITE UPTIME

- 3.1 We take all reasonable steps to ensure that this Website is available 24 hours, every day, 365 days per year. However, websites do sometimes encounter downtime due to server and other technical issues. Therefore we will not be liable if this website is unavailable at any time.
- 3.2 This Website may be temporarily unavailable due to issues such as system failure, maintenance or repair or for reasons beyond our control. Where possible we will try to give our visitors advance warning of maintenance issues but shall not be obliged to do so.

4. VISITOR CONDUCT

- 4.1 With the exception of personally identifiable information, the use of which is covered under our **Privacy Policy**, any material you send or

post to this Website shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.

- 4.2 When using this website you shall not post or send to or from this Website any material:
- (a) For which you have not obtained all necessary consents.
 - (b) That is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the laws of Kenya.
 - (c) That is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.
- 4.3 We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of **Paragraph 4.2**.

5. **LINKS TO AND FROM OTHER WEBSITES**

- 5.1 Any links to third party websites located on this Website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content. We do not endorse the third party websites or make representations about them or any material contained in them. If you choose to access a third party website linked to, from this Website, it is at your own risk.
- 5.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, any page on this Website, and subject to the following conditions:
- (a) You do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us.
 - (b) You do not misrepresent your relationship with us or present any false information about us.
 - (c) You do not link from a website that is not owned by you.
 - (d) You do not link website that contain content that is offensive, controversial, infringes any intellectual property rights or other

rights of any other person or does not comply in any way with the laws of Kenya.

- 5.3 If you choose to link to our website in breach of Paragraph 5.2 you shall fully indemnify us for any loss or damage suffered as a result of your actions.

6. DISCLAIMER

- 6.1 We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. We may make changes to the material on this Website at any time and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date.

- 6.2 The material at this Website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this Website.

7. EXCLUSION OF LIABILITY

- 7.1 Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this Website.

- 7.2 Nothing in these Terms shall exclude or limit liability for (i) Death or personal injury caused by negligence (ii) Fraud (iii) Misrepresentation as to a fundamental matter or (iv) Any liability which cannot be excluded or limited under the laws of Kenya.

8. GOVERNING JURISDICTION

This Legal Notice shall be governed by and construed in accordance with Kenyan law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of Kenya.