

## WEBSITE ACCEPTABLE USE POLICY

**PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SITE**

### WHAT'S IN THESE TERMS?

This acceptable use policy sets out the content standards that apply when you visit our website, link to our website, or interact with our website in any other way.

### WHO WE ARE AND HOW TO CONTACT US?

<http://ides.ims.co.ke> is a site operated by Interactive Media Services. We are registered in Kenya and have our registered office at Valley View Business Park, Wing A 7th Floor.

To contact us, please email [support@ims.co.ke](mailto:support@ims.co.ke) or telephone +254 709 084 200

### BY USING OUR SITE, YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept the terms of this policy and that you agree to comply with them.

### WE MAY MAKE CHANGES TO THE TERMS OF THIS POLICY

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 18th Nov 2019.

### PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- To send, knowingly receive, upload, download, use or re-use any material that is in any way unlawful, fraudulent, unauthorized or abusive. This extends to content submitted in enquiry emails generated through our website.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use
- Not to access without authority, interfere with, damage or disrupt:
  - Any part of our site;
  - Any equipment or network on which our site is stored;
  - Any software used in the provision of our site; or
  - Any equipment or network or software owned or used by any third party.

### BREACH OF THIS POLICY

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Issue of a warning to you and/or your organization.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you and/or your organization.

· Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

**WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

Please note that the terms of this policy, its subject matter and its formation are governed by the law of Kenya. You and we both agree that the courts of Kenya will have exclusive jurisdiction.