

TERMS AND CONDITIONS

Effective Date: August 21, 2024

1. Introduction

Welcome to Kechei Center. These Terms and Conditions (the "Terms") govern your access to and use of our website located at kecheicenter.com (the "Website") and the services provided through the Website. By accessing or using our Website, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Website.

2. Use of the Website

2.1 Eligibility

To use our Website, you must be at least 18 years old or have the consent of a parent or guardian. By using our Website, you represent and warrant that you are at least 18 years old or have the necessary consent.

2.2 User Accounts

To access certain features of the Website, you may need to create an account. When creating an account, you agree to:

- Provide accurate, current, and complete information.
- Maintain the security of your account by protecting your password and restricting access to your account.
- Notify us immediately of any unauthorized use of your account or any other breach of security.
- Accept responsibility for all activities that occur under your account.

You are solely responsible for all activities that occur under your account. We are not liable for any loss or damage arising from your failure to protect your account information.

2.3 Prohibited Activities

You agree not to engage in any of the following prohibited activities:

- **Unauthorized Access:** Attempt to access or use any part of the Website or its related systems that you are not authorized to use.
- **Malicious Activities:** Introduce, transmit, or distribute viruses, worms, malware, or any other harmful code that may harm the Website or other users.
- **Infringement:** Use the Website to infringe upon the intellectual property rights of others or to distribute copyrighted material without authorization.
- **Harassment:** Harass, abuse, or harm other users or engage in any behavior that is unlawful, threatening, or offensive.
- **Impersonation:** Misrepresent yourself as another person or entity or falsely claim affiliation with any person or organization.

3. Intellectual Property

All content on the Website, including but not limited to text, graphics, logos, images, audio clips, video clips, data compilations, and software, is the property of Kechei Center or its licensors and is protected by intellectual property laws. You may not:

- Reproduce, duplicate, copy, sell, resell, or exploit any portion of the Website or its content without our express written permission.
- Use any content from the Website for commercial purposes without our prior consent.

4. Third-Party Links

The Website may contain links to third-party websites or services that are not owned or controlled by Kechei Center. We are not responsible for the content, privacy policies, or practices of any third-party sites. You acknowledge and agree that Kechei Center is not liable for any damage or loss caused by or in connection with the use of any third-party websites or services.

5. Disclaimer of Warranties

The Website and all services provided through it are offered on an "as-is" and "as-available" basis. We make no warranties, express or implied, regarding:

- **Availability:** That the Website will be available at all times or that it will be free from interruptions or errors.
- **Accuracy:** The accuracy, reliability, or completeness of any information or content on the Website.
- **Suitability:** That the Website or its services will meet your specific requirements or expectations.

To the fullest extent permitted by law, we disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

6. Limitation of Liability

To the maximum extent permitted by law, Kechei Center, its affiliates, and their respective officers, directors, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Website or services, including but not limited to loss of profits, data, or other intangible losses. Our total liability to you for any claims arising from these Terms shall be limited to the amount you have paid us, if any, for the use of our Website or services.

7. Indemnification

You agree to indemnify, defend, and hold harmless Kechei Center, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with:

- Your use of the Website or services.
- Your violation of these Terms.
- Your infringement of any intellectual property or other rights of any third party.

8. Privacy

Your use of the Website is also governed by our Privacy Policy, which can be found [here](#). Please review the Privacy Policy to understand our practices regarding your personal information.

9. Cookies

We use cookies and similar technologies to enhance your experience on the Website. Cookies are small data files that are placed on your device. You can control cookies through your browser settings. However, disabling cookies may affect your ability to use certain features of the Website.

10. Changes to Terms

We may update these Terms from time to time. Any changes will be posted on this page with an updated effective date. Your continued use of the Website after any such changes constitutes your acceptance of the new Terms.

11. Termination

We reserve the right to terminate or suspend your access to the Website or services, without prior notice, for any reason, including but not limited to violation of these Terms. Upon termination, your right to use the Website will immediately cease.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of [Insert Jurisdiction], without regard to its conflict of law principles. Any disputes arising from these Terms or your use of the Website shall be subject to the exclusive jurisdiction of the courts located in [Insert Jurisdiction].

13. Contact Us

If you have any questions or concerns about these Terms and Conditions, please contact us at:

Kechei Center

Kechei Center

Email: info@kecheicenter.com

Phone: +254 701 616 456

Address: KecheiCentre, ElgeiyoMarakwet, Kenya.