

TERMS OF USE

This Terms of Use Agreement ("Terms of Use" or "Agreement") describes the terms and conditions applicable to your access and use of the website. You accept this Agreement by using the website or accessing any content available through the website.

ACTSERV may revise this Agreement at any time by posting the revised Terms of Use on the website, and you agree that your use of the website after such changes will constitute your acceptance of such changes.

Acceptance

By using this website, you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not agree to these terms, please refrain from using our site. ACTSERV only grants use and access of this website and its services to those who have accepted its terms.

Changes.

ACTSERV aims to update its site regularly and may make changes to the website and the Content or the services described on the website at any time.

You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these Terms of Use may also be out-dated by provisions or notices published elsewhere on our site.

No warranty

Due to ongoing legislative changes and developments in the economic environment, information on this website may be time sensitive. Although ACTSERV makes reasonable efforts to present and maintain current and accurate information on the website, we do not guarantee or warrant that it is up to date, complete or accurate. The website and the materials provided on the website are provided "as is" and "as available" without representations, warranties or conditions of any kind, either expressed or implied.

Intellectual property

You agree that all materials and services provided on this website are the property of ACTSERV and its affiliates. This includes all copyrights, trade secrets, trademarks, patents, and other intellectual property. You also agree that you will not reproduce or redistribute ACTSERV's intellectual property in any way, including electronic, digital, or new trademark registrations.

Privacy policy

By agreeing to these terms, you acknowledge that we may collect, use and disclose your information as described in our privacy policy.



We advise you to read our privacy policy. It will help you better understand our practices.

Notice and Procedures for Claims of Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the following information to: dpo@actserv-africa.com

User accounts

As a user of this website, you may be asked to register with us and provide private information. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password.

If you think there are any possible issues regarding the security of your account on the website, inform us immediately so we may address it accordingly.

Indemnification

You agree to indemnify ACTSERV and its affiliates and hold ACTSERV harmless against legal claims and demands that may arise from your use or misuse of our services.

No liability

ACTSERV is not liable for any damages that may occur to you as a result of your misuse of our website including but not limited to loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, or any other loss or damage of any kind, however arising.

Website content for general information only

The materials displayed or posted on our site are not intended to amount to advice on which reliance should be placed but merely as information. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of its content. Before making any decision or taking any action based on any information displayed on the website or any such third-party websites that may affect your personal finances or business, it is recommended that you first obtain appropriate professional advice.

Links to our site

You must not link to our home page unless you have obtained our prior written consent by contacting us at dpo@actserv-africa.com

Where such a link is agreed, you must only link to our home page in a way that is fair and legal and does not damage our reputation or take advantage of it

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page subject to our prior written consent.

We reserve the right to withdraw linking permission without notice.

Links from our site

Links on our site to third party sites and resources are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Applicable law and jurisdiction

These Terms of Use and any dispute or claim arising out of the use of this website shall be governed by and construed in accordance with the laws of Kenya. This is without regard to the principles of conflict laws.

The Kenyan courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site, although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.