



FSD AFRICA

Website Terms and Conditions

and

Website Privacy Policy

Draft: 20 October 2015

Part 1: Website Terms and Conditions

To be posted on the FSD Africa website

These terms and conditions of use (together with the documents referred to in it (**the Terms and Conditions**)) tells you the terms of use upon which you may access, and make use of, our website (www.fsdafrica.org) (**our website**) whether as a guest or as a registered user. Use of our website includes accessing, browsing or registering to use our website.

Please read these Terms and Conditions carefully before you start to use our website, as these will apply to your use of our website.

By using our website, you confirm that you accept these Terms and Conditions and that you agree to comply with them. If you do not agree to these Terms and Conditions, then you must not use our website.

Access to certain parts of our website may be subject to specific terms and conditions of use which apply in addition to these Terms and Conditions.

These Terms and Conditions refer to the following additional terms and conditions which also apply to the use of our website:

- Our **Privacy Policy** [*NB insert weblink*] which sets out the terms and conditions upon which we process any personal information we collect from you or that you provide to us or that is received by us from other sources. By using our website, you consent to such processing and you warrant that all information and data that you provide to us is accurate; and
- Our **Cookie Policy** [*NB insert weblink - the version which has already been posted upon the FSDA website is fine - there needs to be a mechanism on the FSDA website pursuant to which each user gives their consent to the use of cookies*] which sets out information about the cookies on our website.

1. Information about us

www.fsdafrica.org is a website operated by Financial Sector Deepening Africa (“We”), a not-for-profit company limited by guarantee registered in Kenya with company number CPR/2014/155081 and with registered office at •.

2. Changes to these Terms and Conditions

We may revise these Terms and Conditions or any part of them at any time by amending these pages.

Please check these pages from time to time to take notice of any changes that we may have made. If you use the website after any change has been made then you will be deemed to have accepted the change and such change will be binding upon you. If any of these Terms and Conditions are deemed to be illegal, invalid or otherwise unenforceable then this will not affect the legality, validity or enforceability of the remaining Terms and Conditions.

3. Changes to our website

We may update our website from time to time and may change the content at any time. However, please note that any of the content on our website may be out-of-date at any given time and we are under no obligation to update it.

We do not guarantee that our website or any content upon it will be free from errors or omissions of any nature.

4. Access to our website

Our website is made available free of charge.

We do not guarantee that our website, or any content on it, will always be available or will be uninterrupted. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you if, for any reason, our website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our website.

You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms and Conditions and other applicable terms and conditions and that they comply with them.

5. Your account and password

If you choose, or you are provided with, a user identification code, password or other piece of information as part of our security procedures, you must ensure that you treat such information as confidential. You must not disclose any such information to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions.

If you know or suspect that anyone other than you knows your user identification code or password then you must promptly notify us at [*NB contact email address for FSDA*].

6. Intellectual property rights in our website

We are the owner or the licensee of all intellectual property rights in our website and in the material published on it (including, without limitation, any logos that we may use from time to time). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy and may download extracts of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted upon our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

You must not use any part of the content on our website for commercial purposes without first obtaining a licence to do so from us or our licensors (as the case may be).

If you print off, copy or download any part of our website in breach of these Terms and Conditions, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials that you have made.

7. No reliance upon information on the website

The content of our website is provided for general information only. It is not intended to amount to advice of any nature or information upon which you should or may rely. Our website does not offer, or purport to offer, professional advice of any nature. Nothing on our website should be regarded as an offer or solicitation to buy or to sell any investment, or as an offer or solicitation to provide investment services, or as a comment upon, or advice in respect of, the merits of engaging with any form of investment activity or as an inducement to do so.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up-to-date.

8. Limitation of liability

Nothing in these Terms and Conditions excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it whether express or implied.

We will not be liable to any user of our website for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our website or use of, or reliance upon, any content displayed on our website.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of our website or due to your downloading of any content on it or on any website linked to it.

We assume no responsibility for the content of any websites which may be linked on our website from time to time. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

9. Uploading content to our website

Whenever you make use of any feature on our website that allows you to upload content to our website, or to make contact with other users of our website, you must at all times comply with such content standards as we shall require from time to time (our **Content Standards**).

You warrant that any such contribution does comply with such standards and you will be liable to us and will indemnify us for any breach of that warranty.

Any content that you may upload to our website from time to time will be considered to be non-confidential and non-proprietary. You retain all of your ownership rights in your content but you are required to grant us a perpetual, worldwide, non-exclusive, royalty-free and transferable licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or by any other user of our website.

Although we may not monitor all content that may be posted on our website, we have the right to remove any posting you make on our website if, in our opinion, your post does not comply with our Content Standards.

The views expressed by other users on our website do not represent our views or values.

10. Viruses

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic-bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server upon which our website is stored or any server, computer or database connected to our site.

You must not attack our website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you may commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach then your right to use our website will cease automatically.

11. Links to our website

You may link to our homepage provided that you do so 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 to our website in any website that is not owned by you.

Our website must not be framed on any other website nor may you create a link to any part of our website other than the homepage.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with our Content Standards.

If you wish to make any use of content on our website other than set out above then please contact us on *[NB insert contact details for FSDA]*.

12. Third party links and resources in our website

Where our website links to other websites and resources provided by third parties these links are provided for your information only. We have no control over the content of those sites or resources.

13. Applicable law

These Terms and Conditions, their subject matter and formation (and any non-contractual disputes or claims) are governed by English law. You and we both agree that that the courts of England and Wales will have non-exclusive jurisdiction.

14. Our contact details

Any questions, comments and requests regarding these Terms and Conditions should be addressed to us at *[NB insert contact details for FSDA]*.

Part 2: Website Privacy Policy

To be posted on the FSD Africa website

Financial Sector Deepening Africa (“We”), a company limited by guarantee registered in Kenya with company number CPR/2014/155081, are committed to protecting and respecting your privacy.

This Policy (together with the terms and conditions of use of this website and any other documents referred to on it) sets out the basis upon which any personal information (“**your information**”) we collect from you, or that you provide to us, will be processed by us. Please read the following carefully in order to ensure that you understand our views and our practices regarding your information and how we will treat it.

1. What information do we collect from you?

We may collect and process the following information about you:

Information you give us. You may give us information about you by filling in forms on our website (www.fsdafrica.org) or by corresponding with us by telephone, email or otherwise. This includes information you provide when you register or sign up for events, newsletters or publications on the website, when you post content or communicate via our website, when you report a problem with our site and/or when you provide us with feedback on our services or complete surveys. The information that you give us may include (without limitation) your name, address, email address, personal description and photograph. You must, at all times, ensure that the information you provide to us is accurate and complete and that all registration details (where applicable) contain your real name, address and other requested details. You will notify us of any changes to these as soon as you are able so that we can update our records.

Information we collect about you. With regard to each of your visits to our website we may automatically collect the following information:

Technical information: including the internet protocol (IP) address used to connect your computer to the internet, your login information, browser type, time zone setting, browser plug-in types and versions, operating systems and platforms; and

Information about your visit: including the full Uniform Resource Locators (URL) clickstream to, through, and from, our website (including date and time); matters that you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks and mouse-overs), and methods used to browse to and away from the page and any phone number used to call us.

Information we receive from other sources. We work closely with third parties and may receive information about you from them.

2. Cookies

Our website uses small files which are stored on your hard drive by our browser (“**cookies**”) to distinguish you from other users of our website and to monitor your use of the website during the time that you access it. This helps us to provide you with a good experience as and when you visit our website and allows us to improve our website. Cookies do not give us access to your computer or to any information about you other than the information that you have chosen to share with us. For detailed information on the cookies we use and for

the purposes for which we use them please see our cookie policy set out at [\[NB link to the website's cookie policy\]](#).

In using our website you consent to our use of cookies as described above and in the cookie policy but if you do not wish to accept cookies then you can disable them by adjusting the settings on your browser (although, having done so, you may not be able to access all, or part only, of our website).

3. What do we do with the information we collect?

We will use information held about you:

- to provide you with such information as you may seek from us;
- to inform you as to any key developments or events in the context of FSD Africa and of its activities and/or to inform you about any changes to our activities;
- to ensure that content from our website is presented in the most effective manner for you and for your computer;
- to administer our website for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to carry out analysis and research to improve our services, publications, events and activities more generally;
- as part of our efforts to prevent and detect fraud and abuse and to keep our website safe and secure; and
- to make suggestions and recommendations to you, and to other users of the website, about matters that may be of interest to you.

4. To whom may we disclose your information?

We may share your information with any member of our corporate group which means any subsidiaries we may have, any holding company and any subsidiaries of any such holding company each as defined in accordance with Kenyan law (as from time to time amended).

We may share your information with selected third parties including:

- partners, advisers, service providers and sub-contractors for the performance of any arrangement we enter into with them or with you;
- analytics and search engine providers and engineers that assist us in the improvement and optimisation of our website;
- to the extent necessary in the event of a reorganisation and/or a restructuring of our business; and
- if we are under a duty to disclose or share your information in order to comply with any legal, audit, public accountability or other obligation or in order to enforce or apply our terms of use of this website [\[NB see link to the website's terms and conditions of use\]](#) and other agreements or to protect the rights, property, or safety

of FSD Africa or others (note that this includes exchanging information with other companies and organisations for the purposes of fraud protection);

We shall not, under any circumstances, sell your information to any person for any purpose.

Comments, blogs and other information that you may post on our website from time to time will be displayed publicly and to other users of, and visitors to, our website. We recommend that you take great care in disclosing information that may identify you or anyone else. We are not responsible for the protection or security of any information that you post in public areas.

5. Where will we process and store your information?

We store your data upon our secure servers in the UK. However, the information that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”) and it may also be processed by staff operating outside the EEA who work for us or for a member of our corporate group or for any of our service providers or sub-contractors.

By submitting your information to us you agree to this transfer, storing or processing.

6. Security notification

FSD Africa will take all steps reasonably necessary to ensure that your information is treated securely and in accordance with the provisions of this privacy policy.

Unfortunately, however, the transmission of information via the internet is not completely secure. Although we shall do our best to seek to ensure that we protect your information we cannot guarantee the security of your information transmitted to our website and, accordingly, any such transmission is at your own risk. Once we have received your information then we shall use strict procedures and security features in order to seek to prevent unauthorised access.

Where we have given you (or where you have chosen) a password which enables you to access certain parts of our website, you are responsible for keeping this password confidential and we ask you not to share any such password with anyone.

7. Your rights

You have the right to ask us not to process your information for any marketing purposes. We would inform you before collecting your information if we should ever intend to use your information for such purposes or if we intend to disclose your information to any third party for such purpose. You can exercise the right at any time by contacting us at [*NB insert contact details for FSD Africa*].

Our website may, from time to time, contain links to and from the websites of our partners, affiliates, advisers, service providers and/or sub-contractors. If you follow a link to any of these websites please note that such websites will have their own privacy policies and that we do not accept any responsibility or liability for any such policies. Please ensure that you check the terms of any such policies before you submit any information to such websites.

You are legally entitled to access information held about you and to know how such information is processed. If you would like to know what information we hold about you and/or how such information is processed then please write to us at the address set out in

section 9 (*Our contact details*) below. In respect of any such request we shall ask you for proof of identity and may charge a small fee.

8. Changes to our privacy policy

Any changes we may make to our privacy policy in the future will be posted on this page and, where we in our absolute discretion consider to be appropriate, will be notified to you by e-mail. Please check back frequently to see any changes that we may have made to our privacy policy and for any updates in respect thereof.

9. Our contact details

Any questions, comments and requests regarding this privacy policy are welcomed any should be addressed to [*NB insert contact details for FSD Africa*].