Use & Privacy

TERMS OF USE

Welcome to the law firm website of Nicholas Ngumbi. This Agreement contains the terms, covenants, conditions, and provisions upon which you may access and use this Site and the information and materials found on this Site. This Agreement also contains the privacy policy applicable to your use of this Site. This Agreement is effective as of December 7, 2014.

By accessing, viewing, or using this Site, you, the User, indicate that you understand and intend these Terms of Use and Privacy Policy to be the legal equivalent of a signed, written contract and equally binding, and that you agree to such Terms of Use and Privacy Policy. Please note that Nicholas Ngumbi reserves the right to change the Terms of Use and Privacy Policy under which this Site and its many offerings are extended to you. Your continued use of this Site following reasonable notice of such modifications will constitute your acceptance of such changes. You also agree that notices we may provide on the Site itself shall be deemed reasonable notice for this purpose.

1. Disclaimer

Materials on this Site have been prepared by Nicholas Ngumbi for general informational purposes only. These materials do not, and are not intended to, constitute legal advice. These materials may be considered advertising in your country. Nicholas Ngumbi does not wish to represent anyone desiring representation based upon viewing this Site in a country where this Site fails to comply with all laws and ethical rules of that country. The information provided at this website is not privileged and does not create an attorney-client relationship with Nicholas Ngumbi or any of the firm's lawyers. The act of sending an e-mail to Nicholas Ngumbi or any attorney at Nicholas Ngumbi, or submitting a form response or other materials through the Site, will not create an attorney-client

relationship. If you are not currently a client of Nicholas Ngumbi, your e-mail will not be privileged and may be disclosed to third persons. This website is not an offer to represent you. You should not act, or refrain from acting, based upon any information at this website.

Nicholas Ngumbi is based in Nairobi, Kenya. The firm does not intend to practice law in any jurisdiction where the firm does not have licensed attorneys.

2. Grant of License

This Agreement provides you, the User, with a personal, revocable, nonexclusive, nontransferable license to use this Site conditioned on your continued compliance with the Terms of Use of this Agreement. Users may print and download materials and information on this Site solely for personal and noncommercial use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information.

Notwithstanding the foregoing and except as otherwise expressly permitted herein, a User may not modify, copy, distribute, broadcast, transmit, reproduce, publish, mirror, frame, license, transfer, sell, or otherwise use any information or material obtained from or through this Site. As a further condition of use of this Site, all Users warrant to Nicholas Ngumbi that they will not use this Site for any purpose that is unlawful or otherwise prohibited by these Terms of Use. To seek permission to use materials and information (including screenshots of this Site) beyond the scope of the foregoing license, please contact Nicholas Wambua at Nicholas Ngumbi (+254-712-421-085). Any rights not expressly granted herein are reserved.

3. Intellectual Property Rights

All material contained on this Site, unless otherwise indicated, is protected by law, including, but not limited to, Kenyan copyright, trade secret (for password-protected areas),

and trademark law, as well as other national and international laws and regulations. Except as expressly provided herein, Nicholas Ngumbi does not grant any express or implied right(s) to Users of this Site. Please be aware that Nicholas Ngumbi actively and aggressively enforces its intellectual property rights to the fullest extent of the law. The contents of this Site are © 2014 Nicholas Ngumbi. All Rights Reserved. Removing or altering the copyright notice on any material on this Site is prohibited. Nicholas Ngumbi also owns a copyright in the Site as a collective work and/or compilation, and in the selection, coordination and arrangement of the Site's content.

4. Copyright and Intellectual Property Agent for Notice
The Site may contain materials posted by third parties. If you believe that any materials on this Site infringe any copyright or other intellectual property interest, please provide Nicholas Ngumbi's Copyright and Intellectual Property Agent with the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

A description of the copyrighted work or other intellectual property interest that you claim has been infringed;

A description of where the material that you claim is infringing is located on the Site;

Your address, telephone number, and e-mail address;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or other intellectual property owner, its agent, or the law;

A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or other intellectual property owner or authorized to act on the copyright or other intellectual property owner's behalf.

Nicholas Ngumbi's Copyright and Intellectual Property Agent for Notice of claims of copyright or other intellectual property infringement on the Site is Nicholas Wambua. This contact information is provided exclusively for notifying Nicholas Ngumbi of copyright or other intellectual property infringement.

5. Links to Other Sites

Nicholas Ngumbi may provide links, in its sole discretion, to other sites on the Internet for the convenience of its Users in locating related information and services. These sites have not necessarily been reviewed by Nicholas Ngumbi and are maintained by third parties over which Nicholas Ngumbi exercises no control. Accordingly, Nicholas Ngumbi expressly disclaims any responsibility for the privacy policies, information collection practices, the content, the accuracy of the information, and/or quality of products or services provided by or advertised on these third-party websites. Moreover, these links do not imply an endorsement with respect to any third party or any website or the products or services provided by any third party.

6. DISCLAIMERS

WHILE NICHOLAS NGUMBI ENDEAVORS TO PROVIDE THE MOST ACCURATE, UP-TO-DATE INFORMATION AND MATERIALS AVAILABLE, THE INFORMATION AND MATERIALS AVAILABLE ON THIS SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. MOREOVER, NICHOLAS NGUMBI MAY MAKE MODIFICATIONS AND/OR CHANGES IN THIS SITE OR IN THE INFORMATION AND MATERIALS AVAILABLE ON THIS SITE AT ANY TIME, FOR ANY REASON.

YOU, THE USER, ASSUME THE SOLE RISK OF MAKING USE OF, AND/OR RELYING ON, THE INFORMATION AND MATERIALS AVAILABLE ON THIS SITE. NICHOLAS NGUMBI MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY IN YOUR JURISDICTION, OR ACCURACY OF THE INFORMATION AND MATERIALS AVAILABLE ON THIS SITE FOR ANY PURPOSE. ALL SUCH INFORMATION AND MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

IN NO EVENT SHALL NICHOLAS NGUMBI BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SITE OR WITH THE DELAY OR INABILITY TO USE THIS SITE, OR FOR ANY INFORMATION AND MATERIALS AVAILABLE ON THIS SITE, OR OTHERWISE ARISING OUT OF THE UTILIZATION OF THIS SITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF NICHOLAS NGUMBI HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.

7. Governing Law

This Agreement will be governed by the laws of Kenya and all parties to this Agreement expressly agree to be subject to the jurisdiction of courts in Kenya.

PRIVACY POLICY

Nicholas Ngumbi shares your concerns about maintaining the privacy of personal information collected on the Internet, and is committed to ensuring that your privacy is protected. This privacy policy discloses the information gathering and dissemination practices of Nicholas Ngumbi in connection with the Site. It explains how we use the information we collect about you, the User, how you can instruct us if you prefer to limit the use of that information, and the procedures that we have in place to safeguard your privacy. Please read the following information carefully to understand our views and practices regarding your personal data and how we treat it. Use of this Site constitutes consent to Nicholas Ngumbi's collection and use of personal data as outlined therein.

1. Collection of Personal Information from Site Users; Cookies Nicholas Ngumbi may collect and/or track (a) the home server domain names, e-mail addresses, type of computer, and type of Web browser of users to the Site, (b) the e-mail addresses of users that communicate with Nicholas Ngumbi or the Site via e-mail, (c) information knowingly provided by the user in online

forms, registration forms, surveys, etc. (including name, address, e-mail and other personal profile data), and (d) aggregate and user-specific information on which pages users access.

Nicholas Ngumbi may place Internet "cookies" on users' hard drives. Internet cookies can save data about individual users, such as the user's name, password, user-name, screen preferences, the pages of a site viewed by the user, and the advertisements viewed or clicked by the user. When the user revisits the Site, Nicholas Ngumbi may recognize the visitor by the Internet cookie and customize the user's experience accordingly. Users may decline Internet cookies, if any, by using the appropriate feature of their Web client software, if available. However, declining to use cookies may impede the ability of the Site to function properly.

When a user performs a search within the Site, Nicholas Ngumbi may record information identifying the user or linking the user to the search performed. Nicholas Ngumbi may also record limited information associated with every search request made by the user and use that information to, among other things, solve technical problems with the service and to calculate overall usage statistics.

2. Use of Personal Data Collected

Nicholas Ngumbi may use the personal data it collects for internal purposes, namely, for solving technical problems, calculating overall usage statistics, for internal marketing and promotional purposes, product development, and content improvement. Nicholas Ngumbi will not disclose to third parties any individually identifying information, such as names, postal and e-mail addresses, telephone numbers, and other personal information which users voluntarily provide to Nicholas Ngumbi, except to the extent necessary to comply with applicable laws or legal processes (e.g., subpoenas), or to protect the rights or property of Nicholas Ngumbi. Nicholas Ngumbi will cooperate with law enforcement authorities.

3. Security Measures

Nicholas Ngumbi may implement security features to prevent the unauthorized release of or access to personal information. Please note, however, that Nicholas Ngumbi cannot guarantee the confidentiality of any communication or material transmitted to/from Nicholas Ngumbi via the Site or e-mail. Accordingly, Nicholas Ngumbi is not responsible for the security of information transmitted via the Internet. For more private communication, users can contact Nicholas Ngumbi by telephone and direct line telephone numbers provided on the Site.

4. Opt-Out Right

Users may at any time opt out of having their personal information used by Nicholas Ngumbi to send promotional correspondence to the user, by contacting Nicholas Ngumbi via telephone or email provided in this Site.

- 5. Access to and Ability to Correct Personal Data Upon request via postal mail, e-mail, or telephone, Nicholas Ngumbi will provide to users a summary of any personally identifiable information retained by Nicholas Ngumbi regarding the user. Users may modify, correct, change or update personally identifiable information that Nicholas Ngumbi has collected by the Site or may cause their personal record to be removed from Nicholas Ngumbi's database by contacting Nicholas Ngumbi via postal mail, e-mail, or the telephone number indicated in this Site.
- 6. Collection of Personal Data from Children Nicholas Ngumbi does not knowingly solicit information from children and we do not knowingly market the Site or its services to children. No one under the age of 12 should submit any personal information to Nicholas Ngumbi and/or the Site.
- 7. Nicholas Ngumbi's Right to Contact Visitor/Subscriber Nicholas Ngumbi reserves the right to contact users of the Site regarding changes to the Terms of Use generally, this Privacy Policy specifically, or any other policies or

agreements relevant to website users.