# A. Terms and Conditions - Seminaries Endowment Fund Website

## Effective Date 20th August 2024

This website is owned and operated by Seminaries Endowment Fund.

#### 1. Acceptance of Terms

By accessing and using the Seminaries Endowment Fund website ("the Website"), you agree to comply and be bound by these Terms and Conditions. These terms are a binding agreement that governs the use of the Website. If you do not agree with these terms, please do not use the Website.

By using the SEF website, you acknowledge and signify that you have read, understand and agree to these terms and conditions. These terms and conditions come into effect immediately when you visit the SEF website.

#### 2. Site Terms

We reserve the right to change these terms and conditions at any time and without notice to you and your continued access to or use of this site following any such change shall constitute your acceptance of the revised terms and conditions.

You agree and undertake to be bound by and to comply with all the procedures for access and use of the site as may be issued by the Seminaries Endowment Fund from time to time.

You hereby agree to keep your credentials secret and not to disclose them to any third party. You shall take all reasonable care to prevent unauthorized or fraudulent use of the site using your credentials. We will not be held liable for any losses arising from the unauthorised use of your credentials.

## 3. Use of the Website

You agree that you shall not misuse this site. You may not use the Website for any illegal or unauthorised purpose. You agree to comply with all applicable laws and regulations regarding your use of the Website.

Each time you use the website, you signify your unconditional acceptance and agreement, without limitation or qualification to the most current version of this website terms and conditions.

A reference to the website includes all the website's content including all text, graphics, images, video and other elements available and the design, structure, selection, arrangement and look and feel of each element of website content and the website as a whole.

#### 4. Intellectual Property

All content, including text, images, graphics, logos, and software, on the Website is the property of the Seminaries Endowment Fund or its content suppliers and is protected by intellectual property laws. You may not reproduce, distribute, modify, or create derivative works from any content on the Website without prior written consent from the Seminaries Endowment Fund.

## 5. Donations and Contributions

Donations to the Seminaries Endowment Fund are voluntary and non-refundable. By making a donation, you agree that the donation will be used at the discretion of the Seminaries Endowment Fund to support the education of future priests in the Church of Kenya. Seminaries Endowment Fund reserves the right to modify the allocation of funds as needed.

# 6. Privacy Policy

Your use of the Website is also governed by our Privacy Policy, which outlines how we collect, use and protect your personal information. Please review the Privacy Policy to understand our practices.

## 7. Disclaimer of Warranties

The Website and its content are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied. Seminaries Endowment Fund does not warrant that the Website will be uninterrupted, error-free, or free of viruses or other harmful components.

## 8. Limitation of Liability

Seminaries Endowment Fund and, its affiliates, directors, officers, employees, partners, and agents shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the use or inability to use the Website or any content on the Website including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses.

## 9. Links to Third-Party Websites

The Website may contain links to third-party websites that are not owned or controlled by Seminaries Endowment Fund. We are not responsible for the content, privacy policies, or practices of any third-part websites. You access third-party websites at your own risk.

## 10. Indemnification

You agree to indemnify, defend, and hold harmless Seminaries Endowment Fund and its affiliates from any claims, liabilities, damages, losses, or expenses arising out of your use of the Website or violation of these Terms and Conditions or of any law or the rights of a third party.

# 11. Changes to Terms and Conditions

Seminaries Endowment Fund reserves the right to modify these Terms and Conditions at any time. Any changes will be posted on the Website, and your continued use of the Website after such changes are posted constitutes your acceptance of the new Terms and Conditions. These shall take effect on their date of publication or as otherwise provided in the amendment. We urge you to review the terms from time to time.

# 12. Company Information

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

Seminaries Endowment Fund Room 7 St. Thomas Aquinas Seminary, Seminary Drive. P. O. Box 30517-00100 Nairobi, Kenya. Phone: 0754 555 888 Email: info@sef.or.ke

# B. TERMS AND CONDITIONS IN REGARD TO DONATIONS AND CONTRIBUTIONS

#### Effective Date 20th August 2024

Your donation to the Seminaries Endowment Fund operated by Seminaries Endowment Fund is subject to the following Terms and Conditions ("Terms"). By making a donation, you agree to these Terms.

"Seminaries Endowment Fund" (the "Fund") refers to the donation platform hosted at <u>www.sef.or.ke</u> and any associated services provided by Seminaries Endowment Fund. "Donor Data" means any information provided by donors in the process of making a donation.

#### 1. Acceptance of Terms

By contributing to the Seminaries Endowment Fund ("the Fund") or accessing information about the Fund, you agree to be bound by these Terms and Conditions. If you do not agree with these terms, please refrain from participating in or donating to the Fund.

#### 2. Purpose of the Endowment Fund

The Seminaries Endowment Fund was set up under the Kenya Conference of Catholic Bishops (KCCB) to ensure that the five major seminaries in Kenya have the resources to effectively and comfortably carry out the role of training future priests for the Church in Kenya.

#### 3. Donations and Contributions

To donate to the Seminaries Endowment Fund, you must (i) provide accurate payment information, (ii) ensure that you are authorized to use the payment method you choose, and (iii) be at least 18 years of age.

You may choose to donate through the payment options provided by our partner, iPay including but not limited to card payments and bank transfers, or through Mpesa and/or cheques.

The donations made are:

• Voluntary Contributions:Donations to the Fund are entirely voluntary. By making a donation, you acknowledge that your contribution is a gift without expectation of any goods or services in return.

• Non-Refundable:All donations to the Fund are non-refundable. Once a donation is made, it cannot be returned, except under exceptional circumstances at the sole discretion of the National Coordinator of the Seminaries Endowment Fund.

#### 4. Use of Funds

The donations will be invested and managed according to the Fund's investment policy. The income generated from the Fund will be used to support the Fund's objectives as outlined above. The principal amount of the endowment will be preserved to ensure long-term sustainability.

## 5. Use of Donor Data

We respect the privacy of our donors and will not sell, trade, or share Donor Data with third parties, except as required by law or as necessary to process your donation.

By making a donation, you consent to the collection, processing, and use of your Donor Data for the purposes of processing your donation and providing you with updates on the Fund's activities, unless you opt out of such communications.

#### 6. Reporting and Transparency

The Seminaries Endowment Fund will provide an annual report to donors and stakeholders, detailing the performance of the Fund, the use of interest earned, and the impact on the projects and programs. This report will be made available on the seminary's website and upon request.

#### 7. Security

We take the security of your donation information seriously and employ industry-standard security measures to protect it.

However, we cannot guarantee the security of information transmitted over the internet or stored electronically. You acknowledge and agree that you provide your donation information at your own risk.

## 8. Limitation of Liability

Seminaries Endowment Fund and its affiliates, officers, directors, employees, agents, and partners shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected with your use of or inability to use the Fund, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses.

## 9. Indemnification

You agree to indemnify and hold Seminaries Endowment Fund and its affiliates, officers, directors, employees, agents, and partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms or your violation of any law or the rights of a third party.

# 10. Tax Deductibility

Donations to the Seminaries Endowment Fund may be tax-deductible under Kenyan law. Donors should consult their tax advisors to determine the tax implications of their contributions.

#### 11. Privacy and Confidentiality

The Seminaries Endowment Fund is committed to protecting the privacy of its donors. Personal information collected during the donation process will be used solely for the purpose of processing donations, issuing receipts, and communicating with donors.

Donor information will not be shared with third parties without the donor's consent, except as required by law. More information on this is found on the Privacy Policy.

#### 12. Changes to the Terms and Conditions

The Seminaries Endowment Fund reserves the right to modify these Terms and Conditions at any time without prior notice. Any changes will be posted on the Fund's website and will take effect upon posting. Donors are encouraged to review the Terms and Conditions periodically.

#### 13. Governing Law

These Terms and Conditions are governed by the laws of Kenya. Any disputes arising or related to the Fund will be subject to the jurisdiction of the courts in Kenya.

# 14. Contact Us

If you have any questions about these Terms, please contact us at info@sef.or.ke

# Support Priest Training in Kenya

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