

## **Terms and conditions of use policy**

By Nakuru Nursing Home  
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### ***Welcome***

Welcome to Nakuru Nursing Home's website and online services ("Nakuru Nursing Home Site" or the "Site"), an online information and communications service provided by Nakuru Nursing Home in Nakuru County, Kenya ("Nakuru Nursing Home" or "We" or "Us"). This policy is intended to cover the uses for all of the Site, although additional conditions, restrictions and privacy policies may apply.

### ***Health care disclaimer***

The content, products and services offered herein are here to educate consumers on health care and medical issues that may affect their daily lives. Nothing in the content, products or services should be considered, or used as a substitute for, medical advice, diagnosis or treatment. This site and its services do not constitute the practice of any medical, nursing or other professional health care advice, diagnosis or treatment. You should always talk to your health care provider for diagnosis and treatment, including your specific medical needs. None of the products or services offered through this website represents or warrants that any particular service or product is safe, appropriate or effective for you. We advise users to always seek the advice of a physician or other qualified health care provider with any questions regarding personal health or medical conditions. If you have or suspect that you have a medical problem or condition, please contact a qualified health care professional immediately. If you are in the Kenya and are experiencing a medical emergency, please call 999 / 719 or call for emergency medical help on the nearest telephone.

### ***Terms of use***

Use of the Site is subject to the following terms of use. Nakuru Nursing Home may modify these terms and conditions at any time, and such modifications shall be effective immediately upon posting the modified terms and conditions on Nakuru Nursing Home Site. You agree to review the agreement periodically to be aware of such modifications, and your accessing or using the service constitutes your acceptance of the agreement as it appears at the time of your access or use. From time to time, Nakuru Nursing Home may offer

website visitors the opportunity to participate in additional features or services through Nakuru Nursing Home Site. You may be required to enter into additional agreements or authorizations before you can access such features or services.

### ***Intended for users 18 and older***

The Site is intended for use by individuals 18 years of age or older. This website is not directed for use by children under the age of 18. Users under the age of 18 should get the assistance of a parent or guardian to use this site.

### **You agree that you will not:**

- Upload or transmit any communications or content of any type that may infringe or violate any rights of any party
- Use this website for any purpose in violation of local, state, national or international laws
- Use this site as a means to distribute advertising or other unsolicited material to any third party
- Use this website to post or transmit material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity
- Attempt to disable, "hack" or otherwise interfere with the proper functioning of this website

If you use any part of the Site requiring secure access, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

### ***Request limitations***

We reserve the right to reject any request you place with us, or to limit response, without giving any reason. If we reject your request, we will generally attempt to notify you using the email address you gave us when you placed the request.

### ***Termination of use***

Nakuru Nursing Home may, in its sole discretion, terminate your account or your use of the Site at any time. You are personally liable for any requests that you place or charges that you incur prior to termination.

Nakuru Nursing Home reserves the right to change, suspend or discontinue all or any aspects of the Site at any time without prior notice.

## ***Blogs and interactive media***

If you use blogging features or otherwise post information to a Site, you give Nakuru Nursing Home the irrevocable right to reproduce, distribute, publish, display, edit, modify, create derivative works from and otherwise use your submission for any purpose, in any form, and on any media.

If you use blogging features or otherwise post information to the Site, you agree you will not:

- Post material that infringes on the rights of any third party, including intellectual property, privacy or publicity rights
- Post material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity as determined by Nakuru Nursing Home in its sole discretion
- Post advertisements of solicitations for business
- Post chain letters or pyramid schemes
- Impersonate another person including but not limited to a spouse, child or sibling
- Allow another person to use your credentials for posting or viewing comments
- Post the same note more than once or "spam"

Nakuru Nursing Home reserves the right (but is not obligated) to do any or all of the following:

- Remove communications that fail to conform with these terms of use
- Terminate a user's access to the entire Site or specific features such as the blog
- Edit or delete any communications posted on the blog features, regardless of whether such communications violate these standards.

## ***eCommerce***

One-time charges. A valid credit card number, expiration date and card security code is required for all payments. If we are unable to charge the full cost of your payment to the credit card you provide, we may cancel your request or request an alternate form of payment. Nakuru Nursing Home's designated credit card processor will collect your credit card information and related personal information for its use in processing your payment for the products or services requested by you. Any complaints or grievances regarding the processing of your payment should be addressed to Nakuru Nursing Home at the contact information given below. You understand that the prices for products and services may be changed from time to time, but that the website will reflect current prices.

Responsibility for charges and fees. You are solely responsible for all charges and applicable fees (including delivery charges, taxes and any fees assessed by your bank) associated with your request.

### ***Indemnification***

You agree that you will indemnify Nakuru Nursing Home against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to materials you have posted or other actions taken by you on the Site.

### ***Intellectual property***

The marks "Nakuru Nursing Home," "Nakuru Nursing Home Health System" and the NNH logo are trademarks and/or service marks of Nakuru Nursing Home. The content and design of Nakuru Nursing Home Site is protected by Kenya and international copyright laws. You may not copy, reproduce, republish, upload, post, display, transmit or frame any of these materials without prior written consent from the copyright owners, except that you may view, download, display and print a single copy of these materials on a single computer for personal, noncommercial use only, so long as: you do not alter or modify the materials in any way; you include all applicable notices and disclaimers (including copyright notices); and you do not use the materials in a way that suggests an association with Nakuru Nursing Home or an affiliated entity. You understand and agree that title to these materials shall not pass to you or any other user.

### ***Disclaimers***

YOU UNDERSTAND AND AGREE THAT NAKURU NURSING HOME SITE AND ANY SERVICES, CONTENT OR INFORMATION CONTAINED ON OR PROVIDED BY NAKURU NURSING HOME SITE IS PROVIDED ON AN "AS IS" BASIS. NAKURU NURSING HOME DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE OR ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE. IN ADDITION, NAKURU NURSING HOME DOES NOT GUARANTEE THAT USE OF NAKURU NURSING HOME SITE WILL BE FREE FROM TECHNOLOGICAL DIFFICULTIES INCLUDING, BUT NOT LIMITED TO, UNAVAILABILITY OF INFORMATION, DOWNTIME, SERVICE DISRUPTIONS, VIRUSES OR WORMS, AND YOU UNDERSTAND THAT YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ACCURACY OF DATA INPUT AND OUTPUT.

### ***Errors on Nakuru Nursing Home Site***

Content, prices, and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Nakuru Nursing Home reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after a request has been submitted and whether or not the request has been confirmed and your credit card charged. If your credit card has already been charged for the payment and your request is canceled, Nakuru Nursing Home will issue a credit to your credit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account. If you are not fully satisfied with your payment, you may return it in accordance with the Site's return policy.

### ***Limitations of liability***

THE USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK, AND IN NO EVENT SHALL NAKURU NURSING HOME BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES, OR LIABILITIES ARISING OUT OF OR RELATING IN ANY WAY TO THIS SERVICE, OR SITES ACCESSED THROUGH THIS SERVICE, AND/OR CONTENT OR INFORMATION PROVIDED HEREIN. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. USER HEREBY ACKNOWLEDGES THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE AND SERVICES AVAILABLE THROUGH THE SITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### ***Links to third party websites***

The Site contains links to other sites operated by third parties, including but not limited to third party sites that may display the Nakuru Nursing Home trademarks ("Third Party Site," "Third Party Sites"). These links are available for your convenience and are intended only to enable access to these Third Party Sites and for no other purpose.

Nakuru Nursing Home does not warrant or make any representation about the substance, quality, functionality, and accuracy, fitness for a particular purpose, merchantability or any other representation about any Third Party Site or its content. A link to a Third Party Site on the Nakuru Nursing Home Site does not constitute sponsorship, endorsement, approval or responsibility for any Third Party Site. Nakuru Nursing Home makes no representation or warranty as to any products or services offered on any Third Party Site. The conditions of use and privacy policy of any Third Party Site may differ substantially from the conditions of use and legal notices that

apply to your use of the Site. Please review the conditions of use for all Third Party Sites for more information about the terms and conditions that apply to your use of Third Party Sites.

### ***Jurisdiction***

You agree that any dispute or claim (including personal injury claims) related to your use of the Nakuru Nursing Home Site is subject to the exclusive jurisdiction of the appropriate court in the state in which your care was originally given on-site, or at which care was requested, and will be adjudicated pursuant to the laws of that state. This agreement also applies to anyone claiming on your behalf.

### ***Contact information***

If you have any questions about the Service, please contact us at [nnhsupport@nnh.co.ke](mailto:nnhsupport@nnh.co.ke).

