

# **TERMS AND CONDITIONS**

## **Digital Credit Providers Association (DCPA): Terms and Conditions**

Welcome to the official website of the **Digital Credit Providers Association (DCPA)**. By accessing or using our website, you agree to comply with and be bound by the following Terms and Conditions. Please review these terms carefully. If you do not agree with these terms, you should not use or access our website.

### **1. Definitions**

- **“We,” “Us,” “Our,”** or **“DCPA”** refers to the Digital Credit Providers Association.
- **“User,” “You,” “Your”** refers to the person using or accessing the website.
- **“Website”** refers to [www.dcpak.or.ke](http://www.dcpak.or.ke), [www.dcpak.org](http://www.dcpak.org), and all content, domains, services, and functionality offered through it.

### **2. Acceptance of Terms**

By accessing or using the DCPA website, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, including any additional terms, conditions, and policies referenced herein.

### **3. Eligibility**

You must be at least 18 years of age or of the legal age in your jurisdiction to use this website. By using this website, you represent and warrant that you meet these eligibility requirements.

### **4. Intellectual Property**

All content available on this website, including but not limited to text, graphics, logos, images, and software, is the property of DCPA or its content providers and is protected by copyright, trademark, and other intellectual property laws. Unauthorized use of any materials on the website is strictly prohibited.

### **5. Use of Website**

You agree to use this website for lawful purposes only. You must not:

- Post or transmit any material that is abusive, defamatory, obscene, or illegal.
- Attempt to gain unauthorized access to the website or any of its restricted features.
- Use the website to commit fraud or engage in any deceptive activities.
- Engage in any conduct that would interfere with the operation or security of the website.

### **6. Services and Content**

Certain sections of the website may be restricted to partners and members of DCPA. Partners and members may access such services or exclusive content.

## **7. Third-Party Links**

Our website may contain links to third-party websites. DCPA is not responsible for the content, accuracy, or privacy practices of third-party websites. You access such third-party sites at your own risk, and you are encouraged to review their terms and conditions and privacy policies.

## **8. Disclaimers**

The website is provided on an "as is" and "as available" basis. DCPA makes no representations or warranties of any kind, express or implied, as to the operation of the website or the information, content, or materials included on this site. To the fullest extent permitted by law, DCPA disclaims all warranties, express or implied.

## **9. Limitation of Liability**

To the maximum extent permitted by law, DCPA will not be liable for any damages of any kind arising from the use of this website, including but not limited to direct, indirect, incidental, punitive, and consequential damages.

## **10. Indemnification**

You agree to indemnify and hold DCPA, its affiliates, partners, members, officers, directors, employees, and agents harmless from any claims, liabilities, damages, losses, or expenses (including attorney's fees) arising out of your use of the website, any breach of these Terms and Conditions, or any violation of applicable laws or rights of a third party.

## **11. Modification of Terms**

We reserve the right to modify or update these Terms and Conditions at any time without prior notice. The updated terms will be posted on this page and link. It is your responsibility to review these Terms and Conditions periodically.

## **12. Termination**

We may terminate or suspend access to our website without prior notice or liability, for any reason, including without limitation, if you breach these Terms and Conditions.

## **13. Governing Law**

These Terms and Conditions are governed by and construed in accordance with the laws of Kenya, without regard to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the courts located in Kenya for any disputes arising out of or relating to the use of this website.

## **14. Contact Information**

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

**Digital Credit Providers Association of Kenya**

Email: [info@dcpak.org](mailto:info@dcpak.org)

By using our website, you consent to the terms outlined in these Terms and Conditions.