

TERMS OF SERVICE FOR USE OF SAUTI YA BAJETI PLATFORM

Last Updated: 10.02.2025

These Terms of Service (“Terms”) govern your use of the Sauti Ya Bajeti platform (“Platform”), an AI-powered WhatsApp chatbot operated by the **Institute of Public Finance (IPF)**. By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, please refrain from using the Platform.

1. Acceptance of Terms

1.1 Binding Agreement

By using the Platform, you enter into a binding legal agreement with IPF regarding your use of the Platform and all related services. This agreement supersedes any prior communications or agreements, whether electronic, oral, or written, regarding the Platform.

1.2 Modifications

IPF reserves the right to modify, update, or replace these Terms at any time. Notice of changes may be provided on the Platform or via other communication channels. Continued use of the Platform after such modifications constitutes your acceptance of the new Terms.

1.3 User Eligibility

The Platform is intended for users who have reached the age of majority in their jurisdiction and possess the legal capacity to enter into contracts. If you do not meet these requirements, please do not use the Platform.

2. Definitions

For purposes of these Terms, the following definitions apply:

- **“Sauti Ya Bajeti” or “Platform”**: The AI-powered WhatsApp chatbot that provides information and insights on public finance, fiscal policies, budgeting processes, and governance.
- **“IPF”**: Institute of Public Finance, the organization responsible for operating and maintaining the Platform.
- **“User”, “You”, or “Your”**: Any individual or entity that accesses, interacts with, or utilizes the Platform.
- **“Content”**: Any text, data, analysis, reports, summaries, images, or other materials generated by or disseminated through the Platform.
- **“Service(s)”**: The functionality provided by the Platform, including the dissemination of information, data analytics, and interactive user engagement.

3. Description of Services

3.1 Nature of Service

Sauti Ya Bajeti is designed to provide:

- Insights and aggregated information on public finance management, including budget details, fiscal policies, and governance.
- Summaries and explanations of government reports, budget statements, and official communications on public spending and collection of taxes.
- Guidance and links to official resources and documents on public financial management.
- Educational material to foster public understanding and civic participation in the budgeting process.
- Opportunity for IPF and its partners to share information on related work

3.2 Service Limitations

- The Platform does not offer personalized financial, legal, or professional advice.
- Information provided by IPF or its partners is intended solely for informational and educational purposes and should not be construed as an endorsement of any specific policy, product or practice.
- IPF does not guarantee that the Platform's information is complete, accurate, or up-to-date at all times.

3.3 Access and Availability

- The Platform is accessible via WhatsApp and may be available around the clock. However, IPF does not warrant uninterrupted, error-free, or secure access to the Platform.
- Scheduled maintenance, technical updates, or unforeseen technical issues may occasionally cause service interruptions.

4. User Registration, Account, and Access

4.1 Registration and Account Setup

- In most cases, accessing Sauti Ya Bajeti does not require a formal registration process; however, your interaction via WhatsApp may involve data linked to your phone number and profile.
- If additional account setup or user verification becomes necessary, you agree to provide accurate, complete, and updated information as requested by IPF.

4.2 Account Security

- Users are responsible for maintaining the confidentiality of any credentials or account identifiers (if applicable) and for all activities that occur under your account.

- IPF is not liable for any unauthorized access to your account that results from your failure to maintain security.

5. User Obligations and Acceptable Use

5.1 General Conduct

By using the Platform, you agree to:

- Use the Platform only for purposes that are permitted by these Terms and any applicable law.
- Provide truthful, accurate, and complete information when interacting with the Platform.
- Not engage in any conduct that could harm, disrupt, or compromise the security or functionality of the Platform.

5.2 Prohibited Activities

You must not:

- Use the Platform for any unlawful, fraudulent, or harmful purposes.
- Attempt to reverse engineer, modify, or tamper with the Platform's software or underlying systems.
- Transmit any viruses, malware, or other malicious code.
- Use automated systems or scripts to access, query, or interact with the Platform in a manner that may degrade its performance or security.
- Misrepresent the source of any information or Content generated by the Platform.
- Remove, obscure, or alter any proprietary notices or attributions present in the Content.

5.3 Attribution Requirement

- All Content generated by the Platform is provided for public use with the condition that proper attribution is given.
- When reproducing or sharing Content, you should include a clear acknowledgment stating that the information is provided by Sauti Ya Bajeti, operated by IPF.

6. Intellectual Property Rights

6.1 Ownership of Content

- IPF holds all intellectual property rights, including copyrights, trademarks, and related rights, in and to the Platform, its design, and any Content it produces.
- All Content generated by the Platform is free to use by the public provided that you maintain proper attribution as described herein.

6.2 License for Use

- IPF grants you a non-exclusive, non-transferable, revocable license to access and use the Content for personal, educational, or non-commercial purposes.
- For commercial or derivative use, explicit written permission from IPF is required.

6.3 User-Generated Content

- Any information, comments, or feedback you submit may be used by IPF to improve the Platform. By submitting such content, you grant IPF a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, adapt, publish, and distribute the submitted content in any media.

7. Accuracy and Limitations of Information

7.1 No Guarantee of Accuracy

- While IPF endeavors to ensure that the information provided by the Platform is accurate and current, the Platform may contain inaccuracies or become outdated.
- Users should independently verify any critical information, especially when making financial, legal, or policy decisions.

7.2 No Professional Advice

- The Platform's Content is provided for informational purposes only and does not constitute legal, financial, or professional advice.
- Users are advised to consult with qualified professionals before making decisions based on the information provided by the Platform.

8. Disclaimers and Limitations of Liability

8.1 Disclaimer of Warranties

- The Platform is provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind, whether express or implied.
- IPF disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.
- IPF does not warrant that the Platform will be error-free, secure, or available on an uninterrupted basis.

8.2 Limitation of Liability

- In no event shall IPF or its affiliates be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of, or inability to use, the Platform.
- IPF's total liability, whether in contract, tort, or otherwise, shall not exceed the amount paid by you, if any, for accessing the Platform.

8.3 Indemnification

- You agree to indemnify, defend, and hold harmless IPF, its officers, employees, partners, and agents from any claims, liabilities, damages, losses, and expenses (including legal fees) arising from your use of the Platform or any violation of these Terms.

9. Governing Law and Dispute Resolution

9.1 Governing Law

- These Terms shall be governed by and construed in accordance with the laws applicable in the jurisdiction where IPF operates.
- If IPF is based in Kenya, for instance, the laws of Kenya will govern these Terms.

9.2 Dispute Resolution

- Any disputes or claims arising from or relating to these Terms or your use of the Platform shall be resolved first through informal negotiation.
- If resolution cannot be reached informally, disputes shall be submitted to binding arbitration or the appropriate courts, as determined by IPF, in the jurisdiction mentioned above.
- You agree that any legal proceedings will be conducted on an individual basis and not as a class action.

10. Termination

10.1 Termination by IPF

- IPF reserves the right, at its sole discretion, to suspend or terminate your access to the Platform at any time without prior notice for any reason, including but not limited to a violation of these Terms.

10.2 Effect of Termination

- Upon termination, your right to use the Platform will cease immediately.
- Any provisions of these Terms that by their nature should survive termination (such as intellectual property, disclaimers, indemnification, and limitations of liability) will remain in effect.

11. External Links and Third-Party Content

11.1 External Links

- The Platform may provide links to third-party websites or resources. These links are provided solely for your convenience and do not imply any endorsement by IPF.
- IPF is not responsible for the content, privacy policies, or practices of any third-party websites.

11.2 Third-Party Services

- The Platform may integrate with third-party services (for example, WhatsApp's messaging platform or analytics tools). Use of these third-party services is subject to their respective terms and privacy policies.

12. Miscellaneous Provisions

12.1 Severability

- If any provision of these Terms is found to be unenforceable or invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

12.2 Entire Agreement

- These Terms, together with any additional terms and policies referenced herein, constitute the entire agreement between you and IPF regarding your use of the Platform.

12.3 No Waiver

- Failure by IPF to enforce any provision of these Terms shall not be construed as a waiver of such provision or the right to enforce it at a later time.

13. Contact Information

For any questions, comments, or concerns regarding these Terms, please contact the Institute of Public Finance at:

- **Email:** sauti@ipfglobal.or.ke
- **Website:** www.ipfglobal.or.ke