

Terms Of Use

These terms of use (“Terms”) govern your access to and use of the **FCDC.or.ke** website (“site”), which is managed and administered by the **Frontier Counties Development Council (FCDC)** (“the Council”).

By accessing or using this site, you agree to be bound by these Terms. If you do not agree to be bound by these Terms, please exit the site immediately. Specific terms may apply to certain content, documents, or materials (collectively referred to as “Materials”) made available through this site.

FCDC reserves the right to modify these Terms at any time without prior notice. Any changes will take effect immediately upon posting on this page.

If you have any questions or concerns about our Privacy Policy or these Terms, please contact us at info@fcdc.or.ke.

Definitions

- **User:** Any person or entity accessing or using the site.
- **Materials:** Refers to all content available through the site: *text, images, documents, reports, videos, and datasets*.
- **FCDC Materials:** Means content created and owned by FCDC.
- **Contributed Materials:** Content provided by partners or third parties.
- **3rd Party Materials:** Content linked from external websites/platforms.

Use of Materials

1. Materials Accessible through the site

You may access materials including, but not limited to, images, documents, reports, publications, videos, and data (“Materials”) that are:

- Created and made available by FCDC (“FCDC Materials”),
- Contributed by third parties or partners (“Contributed Materials”), or
- Linked from or originating from other websites or organizations (“Third-Party Materials”).

2. Permitted Use of FCDC Materials

FCDC promotes transparency and the sharing of public information. You may download, copy, or distribute FCDC Materials for **non-commercial, educational, or informational purposes**, provided that:

- You **credit FCDC** as the source,
- You **do not modify** the content in a misleading way, and
- You **share under similar terms** if republishing or redistributing.

For any commercial use, prior written permission from FCDC is required. Please email info@fcdc.or.ke to request authorization.

3. Third-Party Materials

This site may contain links to external websites or resources. FCDC provides these links solely for convenience and is **not responsible** for the content, accuracy, or terms of use of such external materials. Use of third-party materials is subject to the terms and conditions set by those sources.

4. Contributed Materials

By submitting or posting content on this site, contributors grant FCDC a **non-exclusive, royalty-free, worldwide license** to use, publish, reproduce, or distribute such materials.

Contributors warrant that their content does not infringe on any third-party rights. Contributors are responsible for any claims arising from such submissions.

Privacy and Data Protection

FCDC is committed to protecting your privacy and ensuring your personal information is handled securely and transparently.

1. Information We Collect

Online Policy Tracker Web Application

This tool is designed to gather and present up-to-date information on policies, regulations, and Acts passed by FCDC member counties concerning Water and Water Resources Management. It offers summarized details of all enacted documents across the FCDC counties, while also allowing users to view information specific to each individual county.

The Policy Tracker does not collect sensitive personal information such as national IDs, financial data, or biometric identifiers.

Personal Information

You may voluntarily provide personal details such as your name, email address, phone number, or organization when contacting us through forms or subscriptions.

Non-Personal Information

We use analytics tools (such as Google Analytics) to collect data about site usage, including IP addresses, browser types, and page visits. This helps us improve user experience and site performance.

2. How We Use Your Information

- Track progress on implementation of water sector policy/regulatory documents.
- To respond to your inquiries or requests,
- To improve website functionality and user experience, and
- To generate anonymized statistics about site traffic and performance.

FCDC does **not sell or rent** your personal information to third parties.

3. Information Sharing

Personal data is shared **internally** within FCDC only when necessary for communication or service delivery.

Non-personal (aggregated) data may be shared with trusted partners for analytics and reporting purposes.

4. Data Storage and Security

Your data is securely stored within FCDC's systems and on third-party cloud platforms that comply with international data protection standards.

We employ SSL/TLS encryption (via Let's Encrypt), authentication mechanisms i.e JWT and other measures to safeguard information against unauthorized access.

5. Data Retention

We retain personal data only for as long as necessary to fulfill its intended purpose or as required by law. Aggregated analytics data may be retained indefinitely for statistical purposes.

6. Your Rights

You may request to access, update, or delete your personal information by emailing info@fcdc.or.ke. We will process such requests in accordance with Kenya's **Data Protection Act, 2019**.

7. Ownership

All data collected through the Policy Tracker remains the property of FCDC and the respective county governments contributing such data. FCDC may grant public, restricted, or partner-level access to portions of this data through dashboards or reports in line with data-sharing agreements.

General Terms

1. Prohibited Use

You agree not to:

- Use the site for unlawful, defamatory, or fraudulent purposes;
- Infringe on intellectual property rights; or
- Use the FCDC name or logo without prior written authorization.

2. Disclaimer and Limitation of Liability

The site and Materials are provided “as is”. FCDC makes reasonable efforts to ensure accuracy but does not guarantee completeness, reliability, or timeliness.

FCDC shall not be liable for any loss, damage, or expense direct or indirect arising from the use or inability to use this site.

3. Indemnification

You agree to indemnify and hold harmless FCDC, its officers, employees, and partners from any claims, damages, or losses arising out of your use of the site or violation of these Terms.

4. Governing Law and Dispute Resolution

These Terms are governed by the laws of the **Republic of Kenya**.

Any dispute arising out of or relating to the site shall be resolved amicably. If unresolved, disputes shall be submitted to arbitration in accordance with the **Arbitration Act (Kenya, 1995)**. The arbitration shall take place in **Nairobi, Kenya, in English**.

5. No Waiver

Failure by FCDC to enforce any provision of these Terms shall not constitute a waiver of its rights under these Terms.

Contact Us

For questions or concerns regarding these Terms or our privacy practices, please contact:

Email: info@fcdc.or.ke

Website: <https://fcdc.or.ke>