KENYA

Terms and conditions

Zurura Kids Ed Solutions Ltd · ODPC registration no. 599-9727-3215

Last updated: 10 November 2026 · Version 1.0

These Terms and conditions (the "Terms") govern access to and use of the Zurura Kids web portal, mobile apps and related services in Kenya (the "Service"), provided by **Zurura Kids Ed Solutions Ltd**, a company incorporated in Kenya, of Global Trade Centre, Hiromo Lane, Westlands, P.O. Box 85802, Nairobi ("Zurura Kids", "we", "us").

Please read them carefully. By creating an account, accepting these Terms electronically or using the Service, you agree to be bound by them and by our Privacy policy. If you do not agree, do not use the Service.

1. Acceptance and capacity

Accepting these Terms electronically (for example, by ticking a box or tapping "Accept") is valid and binding, as recognised by the Kenya Information and Communications Act.

By accepting, you confirm that:

- you are at least 18 years old and have full legal capacity to enter into binding agreements;
- if you act for a School, you are authorised to bind it; and
- you will use the Service in line with these Terms and the law.

2. Definitions

- **School**: a school, nursery, kindergarten, day-care centre or other education provider that subscribes to the Service.
- **Authorised user**: a person the School gives access to use the Service on its behalf (leadership, teachers, administrators, bursars).
- **Parent**: a parent or legal guardian of a learner at the School, or another person the School gives access to that learner's information.

- **User**: any School, Authorised user or Parent.
- **Content**: data, messages, photos, videos, documents and other information Users enter, upload or share on the Service.
- **Personal data** and **sensitive personal data**: as defined in the Data Protection Act, 2019 (the "Act").
- **Commercial proposal**: the quotation, order form or contract that sets the School's plan, price and conditions.

3. Documents that form the agreement

The agreement between Zurura Kids and each User is made up of these Terms, the Privacy policy and, for Schools, the Commercial proposal. If they conflict, the following order of priority applies: first, a contract signed specifically with the School; second, the Commercial proposal; third, these Terms (including the "Data protection and processing" section); fourth, the Privacy policy; and last, any other guides published by Zurura Kids.

4. The Service

Zurura Kids provides cloud software that helps Schools run their day and communicate with families: messages and announcements, attendance and pick-ups, daily records, lesson planning, assessments and reports, events and the management of fee payments reported by parents, among other features depending on the plan.

Zurura Kids is a **software provider**. It is not a school, does not provide childcare or health services, and is not a party to the relationship between the School and its families.

We may offer new or trial ("beta") features. They are provided as they are, may change or be withdrawn, and may have additional conditions.

5. The Service is not an emergency channel

Notifications, messages and alerts may be delayed or not arrive (for example, because of poor connectivity, phone settings or third-party failures). **Do not rely on the Service as the only way to communicate emergencies, accidents or urgent health matters.** The School must keep its own procedures and direct contact channels, such as the telephone.

Health information recorded on the Service is a support tool and does not replace professional judgement or the School's own procedures.

6. Accounts and access

- The School creates and manages the accounts of its Authorised users and Parents, and decides what each of them can see and do.
- Accounts are personal and non-transferable. Keep your password confidential and tell us immediately at **hello@zururakids.com** if you suspect unauthorised use.
- You are responsible for activity on your account, unless it results from a security failure attributable to Zurura Kids.
- The School must promptly remove access for anyone who leaves or no longer needs it, and keep Parent details up to date.
- We may ask for information to verify a User's identity or a School's existence, and suspend accounts created with false information.

7. Attendance, pick-ups and authorised persons

The Service lets Schools record arrivals and pick-ups, authorised pick-up persons and pick-up codes. These tools support the School's procedures but **do not replace them**.

The School is **solely responsible** for checking the identity of anyone collecting a child, keeping the list of authorised persons up to date and applying its own safety procedures. Zurura Kids is not responsible for pick-ups, absences or events that happen at the School.

8. Licence and restrictions

While these Terms are in force, Zurura Kids grants you a limited, non-exclusive, non-transferable and revocable licence to use the Service for legitimate educational and administrative purposes. No ownership rights are transferred to you.

You must not:

- copy, modify, distribute, sell, sublicense or rent the Service or any part of it;
- reverse-engineer it or try to obtain its source code;
- use the Service to build a competing product;
- extract data in bulk or by automated means (scraping, bots), other than through the export features the Service offers;
- introduce viruses or malicious code, overload the system or try to bypass its security measures;
- access other Users' or other Schools' accounts or data;
- use the Service for advertising, for unlawful purposes or in a way that infringes others' rights.

9. Intellectual property

The Service, its software, design, databases, trademarks, logos and documentation belong to Zurura Kids or its licensors and are protected by the Copyright Act, the Trade Marks Act and international treaties. Zurura Kids reserves all rights not expressly granted.

If you send us ideas or suggestions, we may use them freely to improve the Service, without any obligation to pay or credit you.

10. User content

Content belongs to the School or the User who provided it. Zurura Kids does not claim ownership of it.

To provide the Service, you grant us a limited, royalty-free, worldwide licence to host, store, process, transmit and display Content within the Service, only for that purpose and for as long as needed.

We may use **anonymised and aggregated** data, which does not identify individuals or Schools, for statistics and to improve the Service.

Each User is responsible for the Content they upload and must have the necessary rights and consents, especially for photos and videos showing children or other people. We may remove Content that breaches these Terms or the law, and will say so where possible.

11. The School's obligations

The School is responsible for:

- having a lawful basis for the personal data it records and obtaining the **consent of parents or guardians** that the Act requires, in particular under section 33 for children's data, for **health data** and for **photos and videos** of children;
- obtaining the consent required by section 49 of the Act where sensitive personal data is processed outside Kenya, as described in the Privacy policy;
- its own **registration with the ODPC** as a data controller, where the law requires it, and any data protection impact assessment it must carry out;
- telling families that it uses the Service and how their data is handled;
- the accuracy, lawfulness and relevance of the information it records, including fee amounts, instalments and balances;
- setting the roles and permissions of its Authorised users, training them and making sure they keep information confidential;
- complying with the education, child-protection and data-protection laws that apply to it;
- keeping its own emergency, pick-up and family communication procedures;

- the acts and omissions of its Authorised users.

12. Obligations of Authorised users and Parents

All Users must use the Service in good faith, respectfully and for purposes related to children's education and care. In particular:

- Authorised users may only use the Service for their duties at the School and must keep information about children and families confidential;
- Parents may only access information about the children in their care;
- **sharing outside the Service**, posting or circulating screenshots, photos, videos or messages showing other children or families without their consent **is not allowed**;
- offensive, discriminatory, harassing, misleading or unlawful content, and using messages for advertising, are not allowed.

Parents understand that information about their children is recorded by the School, which is responsible for it.

13. Data protection and processing

This section is the written contract between the School (data controller) and Zurura Kids (data processor) required by section 42 of the Act. The Privacy policy sets out the types of data, the data subjects and the purposes.

- **Subject and duration**: Zurura Kids processes the personal data the School enters only to provide the Service, while these Terms are in force and during the return and deletion period.
- **Instructions**: Zurura Kids processes data only on the School's documented instructions. These Terms and the School's settings in the Service are those instructions. If we believe an instruction breaks the law, we will tell the School.
- **Confidentiality**: Zurura Kids staff who access the data are bound by confidentiality.
- **Security**: Zurura Kids applies the technical and organisational measures described in the Privacy policy, which it may improve over time without lowering the level of protection.
- **Sub-processors**: the School authorises Zurura Kids to use the service providers listed in the Privacy policy, and others in future, provided they are bound by equivalent data protection obligations. We will give notice of relevant changes; if the School has a reasonable objection, it may end the Service without charge for the unused period.
- **Transfers**: the School authorises data to be stored or processed outside Kenya with the safeguards described in the Privacy policy.
- **Data subject rights**: if we receive a request about the School's data, we will pass it on and reasonably help the School respond.

- **Breaches**: we will notify the School of a breach affecting its data without delay and, where reasonably practicable, within 48 hours, with the information available.
- **Assistance**: we will provide reasonable information to help the School carry out any data protection impact assessment it needs.
- **End of the Service**: the School will have 90 days to export its data. After that we will delete or anonymise it, unless the law requires us to keep it.
- **Verification**: we will give the School reasonable information to show compliance with this section. If an audit is needed, it will be arranged with 30 days' notice, no more than once a year, at the School's cost and under confidentiality.

14. Payments between Parents and the School

The Service lets the School set up fee plans and instalments, and lets Parents report their payments by uploading a receipt so the School can check and confirm them.

- **Zurura Kids does not receive, hold or transfer money** between Parents and Schools, and is not a bank, payment service provider or money-transfer agent.
- Amounts, due dates, discounts, refunds and any dispute about a payment are matters solely between the School and the Parent.
- Fee reminders and payment statuses are based on the information the School records.
- If the Service later allows payments through payment providers (such as M-Pesa), those payments will be governed by additional terms and by the provider's own terms.

15. Subscription fees, invoicing and taxes (Schools)

- The plan, price, currency, billing cycle and payment method are set in the Commercial proposal. Unless stated otherwise, prices **exclude VAT** and other applicable taxes.
- Zurura Kids will issue the invoices required by law. Payment is due within the period stated in the Commercial proposal or, if none is stated, within 30 days of the invoice date.
- Late payments may bear interest at **1% per month** (or the maximum lawful rate, if lower) and, after at least 10 days' notice without payment, access may be suspended until payment is made.
- We may change prices with at least 30 days' notice. The new price applies from the next billing period; if the School does not accept it, it may end the Service before that date.
- Unless the law or the Commercial proposal says otherwise, payments are non-refundable and partial periods are not refunded. Billing errors attributable to Zurura Kids will be corrected.
- Free trials have the duration and conditions we communicate. If a trial ends without a subscription, trial data may be deleted.

16. Availability, support and changes to the Service

We use reasonable efforts to keep the Service available and working properly, but we do not guarantee it will be uninterrupted or error-free. There may be scheduled maintenance, which we will try to announce, and failures of third parties (internet and power, cloud providers, app stores, notifications).

The Service evolves: we may add, change or withdraw features. If we withdraw an essential feature or stop providing the Service, we will give Schools at least 30 days' notice where possible and let them export their data.

Unless the Commercial proposal sets specific service levels, no availability or response-time commitments are given.

17. Disclaimer of warranties

To the fullest extent permitted by law, the Service is provided **"as is" and "as available"**. Zurura Kids does not warrant that the Service meets every User's particular requirements, or that information recorded by Schools or other Users is accurate.

Zurura Kids does not supervise or validate Schools' educational decisions, assessments, records or communications.

18. Limitation of liability

To the fullest extent permitted by law:

- Zurura Kids is not liable for indirect or consequential loss, loss of profit, loss of business opportunity, reputational harm or loss of data caused by the User or third parties;
- Zurura Kids is not liable for events at the School, for the School's decisions or for disputes between the School, its staff and families;
- Zurura Kids is not liable for failures of the internet, power, devices or third-party services beyond its control;
- Zurura Kids' total liability for all claims relating to the Service will not exceed the amount the School paid Zurura Kids in the **6 months** before the event giving rise to the claim or, if nothing was paid, the equivalent in Kenya Shillings of **USD 100**.

Nothing in these Terms limits liability for fraud, for death or personal injury caused by negligence, or any other liability that cannot be limited by law, including rights consumers have under the Consumer Protection Act, 2012.

19. Indemnity

The School will indemnify Zurura Kids, and reimburse its reasonable defence costs, against third-party claims, including from parents, staff and authorities, arising from:

- data or Content entered by the School or its Authorised users without a lawful basis or the necessary consents;
- a breach of these Terms or of the law by the School or its Authorised users;
- disputes between the School and its families or staff.

Zurura Kids will defend the School against third-party claims that the Service, used in line with these Terms, infringes intellectual property rights. We may obtain the right for the School to keep using it, modify it or, if neither is reasonable, end the Service and refund fees paid for the unused period.

A party seeking a defence must promptly notify the other of the claim and cooperate reasonably.

20. Suspension and termination

- **By the School**: it may end the Service by written notice to hello@zururakids.com at least 30 days before the renewal of its subscription period. Termination takes effect at the end of the paid period.
- **By Parents and Users**: you can stop using the Service at any time and ask for your account to be deleted at zururakids.com/ke/delete-data or by email to hello@zururakids.com.
- **By Zurura Kids**: we may suspend or close an account or the Service in case of a serious breach of these Terms, non-payment after notice, a risk to the security of the Service or other Users, or an order from an authority. If the breach can be remedied, we will give a reasonable period to do so, unless urgent.

When the Service ends for a School, its Users' accounts are deactivated and Parents lose access to that School's information. The School will have 90 days to export its data, as described in the data protection section. Outstanding amounts remain payable.

Clauses that by their nature should survive (intellectual property, limitation of liability, indemnity, confidentiality and governing law) continue after termination.

21. Confidentiality

Each party will keep confidential any non-public information it receives from the other in connection with the Service and will only use it to perform these Terms, unless it is public, was already lawfully known to it or must be disclosed by law or an authority.

22. Force majeure

Neither party is liable for failures caused by events beyond its reasonable control, such as natural disasters, pandemics, civil unrest, widespread power or internet outages, serious failures of infrastructure providers or acts of government. If the situation lasts more than 60 days, either party may end the affected Service without compensation.

23. Changes to these Terms

We may change these Terms. We will publish the new version with its date and, if the changes are significant, give at least 30 days' notice by email or within the Service. If you keep using the Service after that date, you accept the new version. If a School does not accept it, it may end the Service before it takes effect.

24. Governing law and disputes

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

If a dispute arises, the parties will first try to resolve it in good faith, in writing to hello@zururakids.com, for at least 30 days. They may also agree to try mediation.

If it is not resolved, any dispute between Zurura Kids and a School will be finally resolved by **arbitration** under the **Arbitration Act, 1995**, by a sole arbitrator agreed by the parties or, failing agreement within 14 days, appointed by the Chairperson of the **Chartered Institute of Arbitrators (Kenya Branch)** at the request of either party. The seat of arbitration is **Nairobi**, the language is English, and the award is final and binding.

This does not prevent either party from seeking urgent interim relief from the courts of Kenya to protect its intellectual property, confidential information or the security of data.

If you are a Parent and a consumer, you keep the rights and remedies you have under the Consumer Protection Act, 2012.

25. General

- **Assignment**: the School may not assign these Terms without Zurura Kids' written consent. Zurura Kids may assign them to a related company or to a successor to its business, with notice to the School.
- **Notices**: notices are sent by email to the address registered on the account or within the Service. Notices to Zurura Kids go to hello@zururakids.com.
- **Severability**: if a clause is found invalid, the rest remain in force.

- **No waiver**: not exercising a right at a given time does not mean giving it up.
- **Independent parties**: these Terms do not create a partnership, agency or employment relationship.
- **Language**: these Terms are written in English, which prevails over any translation.
- **Entire agreement**: these Terms, the Privacy policy and the Commercial proposal replace any earlier agreement on the same subject.

26. Contact

Zurura Kids Ed Solutions Ltd · Global Trade Centre, Hiromo Lane, Westlands · P.O. Box 85802, Nairobi, Kenya · **hello@zururakids.com**