

CORPORATE WEBSITE PRIVACY POLICY

Overview

Thank you for visiting the Kenya Revenue Authority's corporate website and reviewing our Privacy Policy. The Kenya Revenue Authority (KRA) does not collect personal information about visitors to our website unless you choose to provide that information to us. The Kenya Revenue Authority corporate website will use that information to respond to your message and to help us get you the information you have requested.

This Privacy Statement applies to the online activities of the Kenya Revenue Authority and onsite interactive activities (collectively "Digital Channels"). It does not apply to Kenya Revenue Authority's public facing systems & Institutions websites (iTax System, iCMS, KESRA Website, USHURU FC Website). Kindly consult those websites for their respective privacy statements.

The information provided by KRA on the Corporate Website relating to products and services (or third party information, products and services) is provided as is without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

We do not warrant that the functions contained in the material on this Corporate Website will be uninterrupted or error free, that defects will be corrected, or that this site or the servers that make it available are free of viruses or represent the full functionality, accuracy or reliability of the materials. In no event will KRA be liable for any loss or damage, or any loss or damages whatsoever arising from the use, misuse or loss of use, of data, errors, omissions, misstatements or misrepresentations concerning (express or implied) any such information or loss of profits arising out of or in connection with the use of the KRA Corporate Website.

Information, ideas and opinions expressed on the KRA Corporate Website should not be regarded as professional advice or the official opinion of KRA and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the KRA Corporate Website.

The e-services provided are an alternative channel for obtaining KRA services. KRA will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect of any use or misuse of or reliance on the e- services delivered on or through the Corporate Website.

Using the KRA Corporate Website

The web KRA Corporate Website is maintained for your personal use and viewing. Access and use by you constitutes your acceptance of these terms and conditions. They take effect from the date on which you first use this website. We may at any time revise these terms and conditions without notice, and therefore they should be regularly checked. The continued use of the KRA Corporate Website after a change has been made is your acceptance of the change.

You agree to use this web KRA Corporate Website only for lawful purposes, and in a manner that does not infringe the rights of, or restrict or inhibit the use and

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enjoyment of this KRA Corporate Website by any third party. Such restrictions or inhibitions include, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person, and the transmission of obscene or offensive content or disruption to the normal flow of dialogue within this KRA Corporate Website.

Users undertake that all information provided through online forms is true and accurate and will be fully liable for any consequences that may arise from the use of this information in any manner whatsoever and that KRA shall not in any manner whatsoever be liable for the same.

Our responsibilities and liabilities to you in providing this KRA Corporate Website and any associated services are limited as set out in our disclaimer notice. KRA reserves the right to change or discontinue, at any time, the use of this KRA Corporate Website, cancellation of registration without notice upon the violation of any norms that govern the use of this service.

Information Collected and Stored Automatically

When you visit our Websites, we automatically gather and store the following information about your visit so that we can track the use of our Websites in order to make improvements. This information is stored and used in the aggregate only, and is not used to contact you personally:

- The IP address from which you access our Websites;
- The name of the domain from which you access the Internet (for example, gmail.com, if you are connecting from a Google account);
- The type of browser and operating system used to access our Websites;
- The date and time you access our sites;
- The pages, files, documents and links that you visit; and
- The domain of the website which referred you to this Website (the last website you visited before visiting this one).

Cookies

In addition to information collected automatically, we use cookies to support the internal functionality of the KRA Corporate Website. Cookies, which are small pieces of information sent to your browser by a website that you visit, are used to track usage patterns, traffic trends and customer behaviour, as well as to record other information from the KRA Corporate Website. When you register on the KRA Corporate Website, cookies also allow us to save information so that you will not have to re-enter it the next time you visit. Many content adjustments and customer service improvements are made based on the data derived from cookies.

The KRA Corporate Website uses third-party vendors, such as Google Analytics, to place cookies and analyse the information collected by cookies in order to make the KRA Corporate Website more interesting and useful to you. No personally identifiable information is collected. Information that we collect from cookies will not be used to create profiles of individual users and will only be used in aggregate form. The data is retained for as long as necessary to support the mission of the KRA Corporate Website. You may set your browser to refuse cookies from any website that you visit. If you so choose, you may still gain access to most of the KRA Corporate Website, but you may not be able to conduct certain types of transactions (such as visual accessibility switch) or take advantage of some of the interactive elements



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offered. You may opt-out of Google Analytics using the [Google Analytics Opt-out Browser Add-on](#).

Hyperlinks to Third Party Sites

To facilitate access by users to information provided by or via other parties, KRA may provide or assist in providing links to external websites through its pages. Provision of, or assistance in providing, these links gives rise to no statement, representation or warranty, express or implied, that the KRA agrees or does not disagree with the contents of any such external sites. KRA does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

KRA will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect of any use or misuse of or reliance on the contents of any such external websites delivered on or via the KRA Corporate Website.

Disclosure

The KRA Corporate Website will only collect personal information which you knowingly and voluntarily provide by, for example, sending emails, completing forms, registering for events or other programs, and responding to surveys. If you provide us with personal information, we will normally respond to your inquiry or request. We may also contact you to provide information about Kenya Revenue Authority activities, publications, notices, programs, registration and development opportunities, services and special events that may interest you. Except as described below, we will not share your name or information outside the Kenya Revenue Authority unless you affirmatively authorize us to do so by opting-in.

When we send you such information by email, you will always have an immediate opportunity to decline further communication. Please use the contact specified in the email so that we can remove you from the list that contains your name. If you are uncertain about whom to contact, you may contact our webmaster at callcentre@kra.go.ke. The Kenya Revenue Authority uses outside vendors to provide certain services, such as companies that process credit card transactions for the Kenya Revenue Authority. These third-party vendors will have access to the information needed to perform their functions, but may not use your information for any other purpose.

Please note that the Kenya Revenue Authority also may provide your information to:

- (1) a State, or local law enforcement agency if the Kenya Revenue Authority becomes aware of a violation or potential violation of law or regulation;
- (2) a court or party in a court or state administrative proceeding if the Kenya Revenue Authority is a party or in order to comply with a subpoena;
- (3) the State Law Office or in certain legal proceedings when the Kenya Revenue Authority, an employee of the Kenya Revenue Authority, or the Government of Kenya is a party to litigation or has an interest in the litigation and the use of such records is deemed relevant and necessary to the litigation;
- (4) Kenya Revenue Authority officials, including the Commissioner General, as needed to perform official duties;
- (5) a Committee of Parliament in response to a formal request;



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(6) protect the security or integrity of the Kenya Revenue Authority Corporate Website and services; and

(8) any other person or entity as required by law.

Any further sharing or disclosure requires your consent.

Security

The Kenya Revenue Authority takes reasonable steps to design and manage our Corporate Website's technology to ensure that its information technology systems, applications, and information technology infrastructure are secure.

Unauthorized access and/or unauthorized attempts to change information on KRA Corporate Website are strictly prohibited and punishable under The [Computer Misuse and Cybercrimes Act, of 2018](#) and the National ICT Policy. In addition to limiting access to personal information to those who have a business "need to know", the Kenya Revenue Authority requires its service providers who help maintain or operate its Corporate Website to contractually agree to protect the confidentiality, integrity, availability and security of the personal information.

KRA shall take all reasonable steps to secure the content of the web KRA Corporate Website and the information provided by and collected from Users from unauthorized access and/or disclosure. KRA does, however, not make any warranties or representations that content shall be 100% safe and secure. KRA has a legal duty to protect the confidentiality of taxpayer information. We take all reasonable steps to protect any information you submit via our Corporate Website, in accordance with the applicable legislation.

KRA is under no legal duty to encrypt any content or communications from and to the KRA Corporate Website and is also under no legal duty to provide digital authentication of any page on the web KRA Corporate Website. Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the KRA web KRA Corporate Website or the server and computer network that support the KRA Corporate Website.

Notwithstanding criminal prosecution, any person who delivers any damaging code to the KRA web KRA Corporate Website, whether on purpose or negligently, shall, without any limitation, indemnify and hold KRA harmless against any and all liability, damages and losses KRA and its partners / affiliates may suffer as a result of such damaging code.

Users may not develop, distribute or use any device to breach or overcome the security measures of the KRA web KRA Corporate Website and KRA reserves the right to claim damages from any and all persons concerned with a security failure or breach.

Users may not interfere with data or services in any way to cause data or services to be modified, destroyed or otherwise rendered ineffective (e.g. denial of service attacks).

Embedded Plug-Ins, Widgets, and Links

Within the Kenya Revenue Authority's Corporate Website, there are embedded applications, plug-ins, widgets or links to non-Kenya Revenue Authority Websites (collectively "sites"). These sites operate independently of the Kenya Revenue Authority and have their own privacy policies. When you visit these sites, you leave our Website and no longer will be subject to our privacy and security policies. The Kenya Revenue Authority is not responsible for the privacy or security practices or the content of other sites, and such sites are not intended to be an endorsement of those sites or their content.

Children

The Kenya Revenue Authority's Corporate Website is intended to be accessible and enjoyed by general audiences. We do not knowingly collect personal information from individuals under the age of 18, without first providing the parent or legal guardian with notice and obtaining prior verifiable consent.

Comments

The Kenya Revenue Authority is a large organization with many people sharing responsibility for the content of our Corporate Website. Please help us respond to your comments and inquiries by sending them to the appropriate Kenya Revenue Authority office. Consult our contact channels to help you determine where to send your inquiry. If you have questions about this Privacy Statement, please contact us via email at callcentre@kra.go.ke.

Copyright Notice

Unless otherwise indicated, KRA is the owner of the copyright in all contents available on the KRA Corporate Website, including but not limited to all text, graphics, drawings, diagrams, photographs and compilation of data or other materials. To encourage wider distribution of the contents contained on the KRA web KRA Corporate Website, you can, for any non-commercial purpose, freely browse, display, download and print in the original format any materials on this website where KRA is the owner of the copyright in such materials, provided that you give proper attribution to KRA and reproduce this Copyright Notice in all copies. Apart from any use as permitted under the Copyright Act, all other rights are reserved. Prior written consent of KRA is required if you want to use the aforesaid materials in any way other than that permitted above.

For avoidance of doubt, the permission in the paragraph above does not extend to any materials on the linked websites or any contents on the KRA Corporate Website, the copyright of which belongs to a third party. Authorization or permission to use such contents would need to be obtained from the copyright holders concerned.

KRA will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect of any use or misuse of or reliance on the contents delivered on or via the web KRA Corporate Website.

Changes & Amendments

We will post details of any changes to our terms and conditions on the web KRA Corporate Website to help ensure you are always aware of the information we collect, how we use it, and in what circumstances, if any, we share it with other parties.

KRA expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

- I. Change these terms and conditions.
- II. Change the content and/or services available from the KRA Corporate Website.
- III. Discontinue any aspect of the KRA Corporate Website or service(s) available.
- IV. Change the software and hardware required to access and use the KRA Corporate Website.

Removal & Correction of Content

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the KRA web KRA Corporate Website to KRA and KRA undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

Applicable & Governing Law

The KRA web KRA Corporate Website is hosted, controlled and operated from the Republic of KENYA and therefore KENYAN law enforced by the KENYAN courts governs the use or inability to use the KRA web KRA Corporate Website, its content, services and these terms and conditions.

Additional Terms

Certain sections or pages on this web KRA Corporate Website may contain separate terms and conditions, which are in addition to these terms and conditions. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

By using the KRA web KRA Corporate Website, you agree to accept unconditionally and abide by the terms and conditions as they may be revised and/or amended from time to time by KRA without prior notice to you. Please check this page regularly for any revisions and/or amendments which may be made.