

Education for Africa

(EFA)

Data Protection Policy

[Terms and Conditions](#) | [Privacy Policy](#)

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Data Protection Policy

1. Introduction

Education for Africa (EFA) is committed to protecting the rights and privacy of individuals, including our beneficiaries, donors, volunteers, staff, partners, and other stakeholders. This Data Protection Policy sets out how we collect, process, store, and protect personal data in accordance with the Data Protection Act of Kenya (2019), the General Data Protection Regulation (GDPR) where applicable, and other relevant data protection legislation across African jurisdictions where we operate.

This policy applies to all personal data processed by EFA, whether collected through our website, donation platforms, program activities, partnerships, or any other means. All staff, volunteers, contractors, and third-party processors who handle personal data on behalf of EFA are required to comply with this policy.

2. Definitions

For the purposes of this policy, the following definitions apply:

- **Personal Data:** Any information relating to an identified or identifiable natural person, including but not limited to names, identification numbers, location data, contact details, and online identifiers.
- **Data Subject:** The individual to whom the personal data relates, including beneficiaries, donors, staff, volunteers, and partners.
- **Data Controller:** Education for Africa (EFA), which determines the purposes and means of processing personal data.
- **Data Processor:** Any third party that processes personal data on behalf of EFA under a written contract or agreement.
- **Processing:** Any operation performed on personal data, including collection, recording, organization, storage, adaptation, retrieval, use, disclosure, alignment, combination, restriction, erasure, or destruction.
- **Sensitive Personal Data:** Data revealing racial or ethnic origin, health status, biometric data, religious beliefs, or other sensitive categories as defined under applicable law.

3. Data Protection Principles

EFA is committed to adhering to the following data protection principles in all its data processing activities:

- **Lawfulness, Fairness, and Transparency:**We process personal data lawfully, fairly, and in a transparent manner. We inform data subjects about how their data will be used.
- **Purpose Limitation:**We collect personal data for specified, explicit, and legitimate purposes and do not process it in a manner incompatible with those purposes.
- **Data Minimization:**We ensure that personal data collected is adequate, relevant, and limited to what is necessary for the intended purposes.
- **Accuracy:**We take reasonable steps to ensure that personal data is accurate and, where necessary, kept up to date. We provide mechanisms for data subjects to correct inaccurate data.
- **Storage Limitation:**We retain personal data only for as long as necessary to fulfill the purposes for which it was collected, or as required by applicable law.
- **Integrity and Confidentiality:**We process personal data in a manner that ensures appropriate security, including protection against unauthorized or unlawful processing, accidental loss, destruction, or damage.
- **Accountability:**We are responsible for and can demonstrate compliance with these principles through documented policies, procedures, and records.

4. Roles and Responsibilities

The following roles and responsibilities are established within EFA to ensure effective data protection governance:

- **Board of Directors:**The Board provides oversight and strategic direction for data protection compliance and is ultimately accountable for EFA's data protection practices.
- **Data Protection Officer (DPO):**The DPO is responsible for monitoring compliance with this policy, providing advice on data protection matters, serving as the point of contact for data subjects and supervisory authorities, and conducting data protection impact assessments where required.
- **Program Managers:**Program managers are responsible for ensuring that data collection and processing within their programs comply with this policy and applicable data protection laws.
- **All Staff and Volunteers:**Every individual who processes personal data on behalf of EFA must comply with this policy, complete required data protection training, and report any data breaches or concerns promptly.

5. Data Collection and Processing

5.1 Lawful Basis for Processing

EFA will only process personal data when there is a valid lawful basis for doing so. The lawful bases we rely on include:

- **Consent:**The data subject has given clear consent for EFA to process their personal data for a specific purpose.
- **Contractual Necessity:**Processing is necessary for the performance of a contract or to take steps at the data subject's request before entering into a contract.
- **Legal Obligation:**Processing is necessary for EFA to comply with a legal or regulatory obligation.
- **Vital Interests:**Processing is necessary to protect the vital interests of the data subject or another person.
- **Legitimate Interests:**Processing is necessary for the legitimate interests of EFA or a third party, provided those interests do not override the data subject's fundamental rights and freedoms.
- **Public Interest:**Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in EFA.

5.2 Data Collection Methods

EFA collects personal data through various methods, including:

- Online forms and registration on our website (education-for-africa.org)
- Donation platforms and payment processing services
- Program registration and enrollment forms
- Email communications and correspondence
- Telephone and in-person interactions
- Events, workshops, and community outreach activities
- Partner organizations and referral agencies
- Volunteer applications and staff recruitment processes

5.3 Sensitive Personal Data

Sensitive personal data is subject to additional safeguards. EFA will only process sensitive personal data when:

- The data subject has given explicit consent
- Processing is necessary for the establishment, exercise, or defense of legal claims
- Processing is necessary for reasons of substantial public interest
- Processing is necessary for the provision of health or social care services
- Processing is necessary for archiving, research, or statistical purposes in the public interest

6. Data Subject Rights

EFA respects and facilitates the exercise of data subject rights as provided under applicable data protection laws. Data subjects have the following rights:

- **Right to be Informed:**Data subjects have the right to be informed about the collection and use of their personal data, including the purposes of processing, retention periods, and who it will be shared with.
- **Right of Access:**Data subjects have the right to request access to their personal data and to receive a copy of the information held about them, subject to applicable exemptions.
- **Right to Rectification:**Data subjects have the right to request correction of inaccurate or incomplete personal data.
- **Right to Erasure:**Data subjects have the right to request deletion of their personal data in certain circumstances, including where the data is no longer necessary for the original purpose.
- **Right to Restrict Processing:**Data subjects have the right to request restriction of processing in certain situations, such as when contesting the accuracy of their data.
- **Right to Data Portability:**Data subjects have the right to receive their personal data in a structured, commonly used, and machine-readable format, and to transmit that data to another controller.
- **Right to Object:**Data subjects have the right to object to processing based on legitimate interests or for direct marketing purposes.
- **Right to Withdraw Consent:**Where processing is based on consent, data subjects have the right to withdraw their consent at any time.

To exercise any of these rights, data subjects should contact EFA using the details provided in the Contact Information section. EFA will respond to all requests within 30 days of receipt.

7. Data Security and Breach Management

7.1 Security Measures

EFA implements appropriate technical and organizational measures to protect personal data against unauthorized access, alteration, disclosure, or destruction. These measures include:

- Encryption of personal data in transit and at rest where technically feasible
- Access controls and authentication mechanisms
- Regular security assessments and vulnerability management
- Secure storage facilities for physical records
- Password protection and multi-factor authentication for systems
- Regular backups and disaster recovery procedures
- Staff training on data security best practices

7.2 Data Breach Response

In the event of a personal data breach, EFA will:

1. Contain and assess the breach to determine its scope and impact.
2. Notify the relevant supervisory authority within 72 hours of becoming aware of the breach, where required by law.
3. Notify affected data subjects without undue delay where the breach is likely to result in a high risk to their rights and freedoms.
4. Document all breaches, including the facts, effects, and remedial actions taken.
5. Implement measures to prevent recurrence of similar breaches.

8. Data Retention and Disposal

EFA retains personal data only for as long as necessary to fulfill the purposes for which it was collected, or as required by applicable law. Our retention periods are as follows:

Data Category	Retention Period
Donor records	7 years after last donation (for tax/accounting purposes)
Beneficiary records	Duration of program participation + 5 years
Volunteer applications	2 years after application outcome
Staff employment records	Duration of employment + 7 years
Website contact form submissions	1 year after resolution
Newsletter subscribers	Until consent is withdrawn
Financial records	7 years (per Kenyan financial regulations)

Upon expiry of the retention period, personal data will be securely deleted, destroyed, or anonymized in a manner that ensures it cannot be reconstructed.

9. Policy Review

This Data Protection Policy will be reviewed annually or whenever there are significant changes to data protection legislation, organizational structure, or data processing activities. All staff and volunteers will be informed of any updates to this policy.

This policy was last reviewed and approved on 17 May 2026 and is effective from that date.

Terms and Conditions

1. Introduction

These Terms and Conditions govern your use of the Education for Africa (EFA) website (education-for-africa.org) and any associated services, including but not limited to online donations, program registrations, newsletter subscriptions, and communications with EFA. By accessing or using our website and services, you agree to be bound by these Terms and Conditions. If you do not agree with any part of these terms, please do not use our website or services.

EFA reserves the right to modify these Terms and Conditions at any time. Changes will be effective immediately upon posting on this page, with the updated revision date indicated at the top. Your continued use of the website following any changes constitutes acceptance of those changes.

2. Use of Website

You may use our website for lawful purposes only. You agree not to use our website:

- In any way that violates any applicable local, national, or international law or regulation
- To transmit or procure the sending of any unsolicited or unauthorized advertising or promotional material
- To knowingly transmit any data or material that contains viruses, Trojan horses, worms, or other harmful programs
- To attempt to gain unauthorized access to our website, servers, or databases
- To interfere with or disrupt the integrity or performance of our website

We reserve the right to terminate or restrict your access to our website at our sole discretion, without notice, for conduct that we believe violates these Terms and Conditions or is harmful to other users, us, or third parties, or for any other reason.

3. Donations and Payments

3.1 General Donations

EFA accepts donations through our website to support our programs and operations across Africa. All donations are voluntary and non-refundable unless otherwise determined by EFA in its sole discretion. By making a donation, you represent that you are authorized to use the payment method provided and that the information you supply is true, correct, and complete.

3.2 Payment Processing

Online donations are processed through secure third-party payment processors. EFA does not store your complete credit card or banking information on our servers. By submitting a donation, you agree to the terms and conditions of our payment processing partners.

3.3 Tax Deductibility

Depending on your jurisdiction, donations to EFA may be tax-deductible. EFA will provide donation receipts upon request. It is your responsibility to determine the tax deductibility of your donation under applicable law and to consult with a tax professional if needed.

3.4 Recurring Donations

If you choose to set up recurring donations, you authorize EFA to charge your designated payment method on the schedule you select. You may cancel or modify your recurring donation at any time by contacting us at info@education-for-africa.org. Please allow sufficient notice for the cancellation to take effect before the next scheduled charge.

4. Intellectual Property

4.1 Ownership

All content on the EFA website, including but not limited to text, graphics, logos, images, audio clips, video clips, data compilations, and software, is the property of Education for Africa or its content suppliers and is protected by copyright, trademark, and other intellectual property laws.

4.2 Limited License

EFA grants you a limited, non-exclusive, non-transferable license to access and use the website for personal, non-commercial purposes. You may not reproduce, distribute, modify, create derivative works from, publicly display, publicly perform, republish, download, store, or transmit any material on our website without prior written consent from EFA.

4.3 Trademarks

The Education for Africa name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of EFA or its affiliates. You may not use such marks without the prior written permission of EFA.

5. User Conduct

When using our website or communicating with EFA, you agree to:

- Provide accurate and complete information
- Maintain the confidentiality of any account credentials
- Notify us immediately of any unauthorized use of your account
- Refrain from any conduct that could damage, disable, or impair our website
- Respect the rights and dignity of other users and community members

EFA is committed to fostering a respectful and inclusive online environment. We reserve the right to remove any content or restrict any user whose conduct violates these standards.

6. Limitation of Liability

To the fullest extent permitted by applicable law, Education for Africa shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- Your access to or use of, or inability to access or use, our website or services
- Any conduct or content of any third party on our website
- Any content obtained from our website
- Unauthorized access, use, or alteration of your transmissions or content

EFA makes no warranties or representations about the accuracy or completeness of the website's content. The website and its content are provided on an "as is" and "as available" basis without any warranties of any kind.

7. Third-Party Links

Our website may contain links to third-party websites or services that are not owned or controlled by Education for Africa. EFA has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. We encourage you to review the terms and conditions and privacy policies of any third-party websites you visit.

8. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Kenya, without regard to its conflict of law provisions. Any disputes arising under or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Kenya.

9. Amendments

EFA may update these Terms and Conditions from time to time to reflect changes in our practices, legal requirements, or operational needs. We encourage you to review this page periodically for the

latest information. Your continued use of our website after any changes constitutes acceptance of the revised terms.

These Terms and Conditions were last updated on 17 May 2026.

Privacy Policy

1. Introduction

Education for Africa (EFA) is committed to protecting your privacy and ensuring that your personal information is handled in a safe and responsible manner. This Privacy Policy explains how we collect, use, store, share, and protect your personal information when you visit our website (education-for-africa.org), make donations, register for programs, subscribe to communications, or otherwise interact with us.

We are dedicated to maintaining the trust and confidence of all individuals who engage with our organization. This Privacy Policy is designed to be transparent about our data practices and to inform you of your rights regarding your personal information.

2. Information We Collect

2.1 Personal Information You Provide

We may collect and process the following categories of personal information that you voluntarily provide to us:

- Contact Information: Full name, email address, postal address, telephone number, and country of residence
- Donation Information: Payment details, donation history, and billing information (processed by secure third-party payment processors)
- Program Registration Information: Age, gender, educational background, and other relevant details for program eligibility and participation
- Employment and Volunteer Information: Resume, qualifications, references, and background information
- Communication Preferences: Your preferences for receiving communications from EFA
- Feedback and Correspondence: Messages, survey responses, and other communications you send to us

2.2 Information Collected Automatically

When you visit our website, certain information may be collected automatically, including:

- Technical Information: IP address, browser type and version, operating system, device type, and screen resolution

- Usage Information: Pages visited, time spent on pages, links clicked, and navigation patterns
- Location Information: General geographic location based on IP address
- Cookie Data: Information stored in cookies and similar tracking technologies (see Section 6)

3. How We Use Your Information

We use your personal information for the following purposes:

- To process and acknowledge your donations, issue receipts, and provide tax documentation
- To register you for programs, workshops, and events and to communicate about your participation
- To respond to your inquiries and provide customer support
- To send you newsletters, updates, and information about our programs and impact (with your consent where required)
- To manage volunteer applications and staff recruitment processes
- To comply with legal and regulatory obligations
- To analyze website usage and improve our website and services
- To protect the security and integrity of our systems and data
- To conduct research and generate anonymous statistical data to support our mission

4. Legal Basis for Processing

We process your personal information based on one or more of the following legal grounds:

- Consent: Where you have given us explicit consent to process your personal information for specific purposes
- Contractual Necessity: Where processing is necessary to fulfill our obligations under a contract with you or to take steps at your request before entering into a contract
- Legal Obligation: Where processing is necessary to comply with our legal obligations under applicable law
- Legitimate Interests: Where processing is necessary for our legitimate interests or those of a third party, provided that your fundamental rights and freedoms do not override those interests
- Public Interest: Where processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority

5. Information Sharing and Disclosure

Education for Africa respects your privacy and does not sell, rent, or trade your personal information to third parties. We may share your information in the following limited circumstances:

- **Service Providers:** We engage trusted third-party service providers to perform functions on our behalf, such as payment processing, website hosting, email delivery, and data analytics. These

providers have access only to the information necessary to perform their services and are contractually obligated to protect your information.

- **Legal Compliance:**We may disclose your information if required to do so by law, court order, or governmental authority, or if we believe in good faith that such disclosure is necessary to protect our rights, your safety, or the safety of others.
- **Organizational Transactions:**In the event of a merger, acquisition, reorganization, or sale of assets, your information may be transferred as part of the transaction, subject to appropriate safeguards.
- **With Your Consent:**We may share your information with third parties when you have given us your explicit consent to do so.

6. Cookies and Tracking Technologies

Our website uses cookies and similar tracking technologies to enhance your browsing experience, analyze website traffic, and understand user behavior. Cookies are small text files stored on your device that help us recognize you and remember your preferences.

The types of cookies we use include:

- **Essential Cookies:**These cookies are necessary for the website to function properly and cannot be disabled. They enable core functionality such as security, network management, and accessibility.
- **Analytics Cookies:**These cookies help us understand how visitors interact with our website by collecting and reporting information anonymously. We use this information to improve our website and services.
- **Preference Cookies:**These cookies enable the website to remember your preferences and choices (such as language or region) to provide enhanced, personalized features.

You can manage your cookie preferences through your browser settings. Most browsers allow you to refuse cookies or to alert you when cookies are being sent. Please note that disabling certain cookies may affect the functionality of our website.

7. Data Security

We implement appropriate technical and organizational security measures to protect your personal information against unauthorized access, alteration, disclosure, or destruction. Our security measures include:

- Use of Secure Sockets Layer (SSL) encryption for data transmission
- Regular security assessments and vulnerability testing
- Access controls and authentication procedures
- Staff training on data protection and security practices
- Incident response and breach notification procedures

While we strive to use commercially acceptable means to protect your personal information, no method of transmission over the Internet or electronic storage is 100% secure. We cannot guarantee absolute security but are committed to promptly addressing any security issues that arise.

8. International Data Transfers

Education for Africa is based in Kenya and operates across Africa. Your personal information may be transferred to and processed in countries outside your country of residence. When we transfer personal information across borders, we ensure that appropriate safeguards are in place to protect your information in accordance with this Privacy Policy and applicable data protection laws.

9. Your Rights

Depending on your location and applicable data protection laws, you may have the following rights regarding your personal information:

- **Right to Access:**You have the right to request access to the personal information we hold about you.
- **Right to Rectification:**You have the right to request correction of any inaccurate or incomplete personal information.
- **Right to Erasure:**You have the right to request deletion of your personal information in certain circumstances.
- **Right to Restrict Processing:**You have the right to request that we restrict the processing of your personal information.
- **Right to Data Portability:**You have the right to receive your personal information in a structured, commonly used format and to transfer it to another organization.
- **Right to Object:**You have the right to object to the processing of your personal information based on legitimate interests or for direct marketing.
- **Right to Withdraw Consent:**Where we rely on your consent, you have the right to withdraw it at any time.
- **Right to Lodge a Complaint:**You have the right to lodge a complaint with a supervisory authority if you believe we have violated your data protection rights.

To exercise any of these rights, please contact us using the information provided in the Contact Information section below. We will respond to your request within 30 days.

10. Children's Privacy

EFA's programs include services for children and young people under the age of 18. We take special care when processing the personal information of children and are committed to protecting their privacy and safety.

We collect personal information from children only with appropriate parental or guardian consent, or as otherwise permitted by applicable law. Parents or guardians have the right to review, delete, or refuse further collection of their child's personal information. If you believe we have inadvertently collected information from a child without appropriate consent, please contact us immediately.

11. Contact Information

If you have any questions, concerns, or requests regarding this Privacy Policy or our data practices, please contact us:

Education for Africa (EFA)

EFA Centre Building

House No. 3, Sungura/Oluvimu Road

Nairobi South C, Kenya

Email: info@education-for-africa.org

Phone: +254 20 800 375/6 | +254 112 983 408

Website: <https://education-for-africa.org>

12. Changes to This Policy

We may update this Privacy Policy from time to time to reflect changes in our practices, technology, legal requirements, or other factors. When we make material changes, we will update the revision date at the top of this policy and, where appropriate, notify you through our website or by email.

This Privacy Policy was last updated on 17 May 2026. We encourage you to review this policy periodically to stay informed about how we protect your information.

By continuing to use our website and services after any changes to this Privacy Policy, you acknowledge and agree to the updated terms.

Education for Africa

Transforming Africa's Destiny

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