

## OUR TERMS AND CONDITIONS

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**PREPARED BY:** Peak Operations

**REVIEWED BY:** Peak Management

## Executive Summary

Welcome to Peak, your premier data rewards platform. This executive summary provides a concise overview of the key elements of our Terms and Conditions, designed to ensure a clear understanding of your rights and responsibilities while using our services.

Our platform offers users the opportunity to earn rewards in exchange for sharing their data. By using our platform, you agree to comply with the terms outlined below. These terms are designed to protect both the users and Peak, ensuring a fair and transparent relationship.

These Terms and Conditions are designed to create a safe, fair, and rewarding experience for all Peak users. We encourage you to read the full document to understand your rights and obligations.

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## 1. Introduction

- 1.1 The Peak Mobile platform is operated and owned by Peak Mobile Solutions Limited registration number PVT-9XUG8MXZ, a company duly registered in Nairobi, Kenya, having its principal address at [Lotus Plaza, 1st Floor Chiromo Lane](#).
- 1.2 These Terms and Conditions form an agreement between the **End User** and Peak Mobile kindly ensure that you understand all of them prior to your use of the Peak platform.
- 1.3 Your registration and/or use of the Peak platform will constitute your consent to be bound by the terms as set out herein.
- 1.4 Important clauses which may limit our responsibility or involve some risk to you, will appear in bold and italics. You must pay special attention to these clauses.
- 1.5 Should you have any queries regarding the terms, contact our team before transacting or using the Peak platform, at [developer@peakmobile.co.ke](mailto:developer@peakmobile.co.ke)
- 1.6 These Terms and Conditions ("Terms") govern your use of our web-based platform and services, including Network Operator Services, Mobile Data Services, and Bulk SMS Services (collectively, the "Services"). By accessing or using our Services, you agree to comply with and be bound by these Terms. If you do not agree with these Terms, please do not use our Services.

## 2. Definitions

Unless the context indicates otherwise, the words on the left shall have the meaning assigned on the right herein below:

Word	Meaning
Access code	Any of your secret numbers used to access our platform, including your personal identification number (PIN) or one-time PIN (OTP), card numbers, passwords, usernames, or platform digital identity code. It operates as a security and authentication measure.
App	The Peak platform through which you can access services granted to you.
Device	The device you use to access the platform such as a laptop, desktop, smartphone and/or tablet or any similar technology.
End-user	A person who acquires authorization for his/her/its own use and not for the purpose of further sale, also referred to as your customer interchangeably.
Intellectual Property	Without limitation, is all inventions, specifications patents and designs, trademarks, service marks, trade names and all goodwill associated with the foregoing; copyright and

	copyrightable works, including, but not limited to, all copyright in any logos, devices, designs, multimedia works and computer software programs (in both source and object code form, and including any programmers' or developers' notes, flowcharts, memoranda and design documents); rights protecting goodwill and reputation, proprietary material, know-how, ideas, concepts, trade secrets, methods techniques, graphics, schematics, marketing, sales and user data; domain names and URLs; databases and rights in databases, confidential information and all other intellectual property rights and rights of similar character whether registered or capable of registration, rights in the nature of any of the above items whether registered or unregistered in any country or jurisdiction and all platforms and rights to apply for protection of any of the same.
Intellectual Property Rights	All rights in and to Intellectual Property.
ISP	An internet service provider, which is an organisation that provides access to the Internet.
Personal Information	Information about an identifiable, natural or juristic person, including but not limited to, information about race, gender, marital status, nationality, ethnic or social origin, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, location through your Device's GPS, biometric information and financial, criminal or employment history as well as correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence sent that would reveal the contents of the original correspondence.
Process	Any operation or activity, whether automated or not, concerning Personal Information, including: collection; receipt; recording; organisation; collation; storage updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking as well as blocking, degradation, erasure or destruction of information. Processing will have a similar meaning.
Profile	The digital identity you create when you register for the . platform. You will get a digital identity code for your secure login process, for us to identify you. You may not have more than one account linked to a Profile.
Terms	The terms and conditions for the Peak Mobile Web platform as set out in this document.
Transactions	The different transactions or activities performed by you using the functionalities of the platform which includes vending and distribution of services , order and purchase of services from us
URL	Uniform Resource Locator



We, us, our	Peak Mobile Limited PVT-9XUG8MXZ, and its successors or assigns, including the Group.
You or your	The person who is registered for use of the Web platform

### 3. Services

- 3.1 Network Operator Services: Connectivity solutions and network management.
- 3.2 Mobile Data Services: Provision of bulk data & airtime and varied forms of distribution.
- 3.3 Bulk SMS Services: Sending bulk SMS messages for marketing, notifications, and other purposes.

### 4. Interpretation

- 4.1 Reference to:
  - one gender includes all genders;
  - the singular form of the word includes the plural and vice versa;
  - natural persons include juristic persons and vice versa;
  - a person shall include a reference to a person's authorised representative, employees, agents or contractors;
  - a law or regulation is a reference to that law or regulation as amended from time to time;
- 4.2 Where a number of days is prescribed, the same shall, unless otherwise specifically stated, be reckoned as excluding the first and including the last., unless the last day is not a Business Day, in which case the last day shall be deemed to fall on the very next Business Day.

### 5. Registration

- 5.1 You will be required to register for the platform by providing personal/organizational Information with the required data fields accessed via a URL provided..
- 5.2 Where Peak Mobile has to register you on your behalf, you may be required to provide the required registration information in digital format preferably email, and you will be required to change the credentials upon access.
- 5.3 We will verify, record, and store your identity and Personal Information as may be required by our platform and legislation.
- 5.4 Once registered, you will/may be required to update your profile with accurate, current, and complete information.
- 5.5 Keep your login credentials confidential and secure.

- 5.6 Notify us immediately of any unauthorized use of your account via our support channels.

## 6. Acceptance of Terms

- 6.1 By registering you agree to accept these Terms.
- 6.2 By agreeing to accept these Terms, you declare that you are legally competent to accept and agree to these Terms.

## 7. Use

- 7.1 You agree to use our Services only for lawful purposes and in accordance with these Terms. You shall not:
  - 7.1.1 Use our Services in any manner that could damage, disable, overburden, or impair our servers or networks.
  - 7.1.2 Attempt to gain unauthorized access to any part of our Services, other accounts, computer systems, or networks.
  - 7.1.3 Use any automated means to access our Services.
  - 7.1.4 Use our Services to send spam, unsolicited messages, or other unauthorized communications.
  - 7.1.5 Engage in any conduct that could harm our reputation or interfere with the operation of our Services
- 7.2 You should use the platform only on a device for which it is intended, and as per the recommended system specifications.
- 7.3 The operation of the pl
- 7.4 Our platform requires your device to have a stable network connection:
  - 7.4.1 You are responsible for any and all network connection costs and or charges levied by your network provider or operator in connection with the use of the platform.
  - 7.4.2 We cannot guarantee reception of network/s in the area where you may be situated at any given time.
  - 7.4.3 You acknowledge that information transmitted through network/s connections is susceptible to interception, unlawful access, distortion, and monitoring and you therefore use the platform entirely at your own risk.
  - 7.4.4 If the network connection is not working, you will be unable to perform any transactions and or activities on the platform. We will not be liable for any loss or damage occasioned by this failure.
- 7.5 You may not allow anyone else to utilize the platform on your access code. We will assume that any transaction using your access code and/ or profile is authorized by you.  
You must log out of the application when you have finished using it to prevent anyone else from using it.

## 8. No Agency Relationship

- 8.1 You are in no way an Agent of Peak Mobile. You are prohibited from representing, whether directly or indirectly, that you act for or on behalf of us.

## 9. Fees and Commissions and Discounts

- 9.1 Certain Services may be subject to fees. All fees are non-refundable unless otherwise specified. You agree to pay all applicable fees associated with your use of the Services in a timely manner. We reserve the right to change our fees at any time, and we will notify you of any such changes in advance.

## 10. Indemnity

- 10.1 You hereby indemnify us from and against all losses, damages, claims, legal proceedings and otherwise, howsoever arising from, or in connection with the non-fulfilment of any of your obligations under these Terms or arising out of your infringement of any applicable laws and/ or regulations, including but not limited to prevailing legislation.
- 10.2 We will not in any circumstances be liable for any consequential or indirect loss however these may arise or for any other unusual losses. In particular we will not be liable for any financial loss, loss of business, profit, savings, revenue or goodwill suffered or sustained by you howsoever arising.
- 10.3 We will not be liable for any claims, loss or damage resulting from claims that products or services are defective where we act as an agent for the supplier thereof.
- 10.4 You indemnify us for any loss suffered, whether direct or consequential, or claims instituted against us by virtue of your use of the platform.
- 10.5 You agree to indemnify and hold Peak Mobile Solutions, its affiliates, officers, agents, and employees harmless from any claim, demand, damages, or expenses, including reasonable attorneys' fees, arising out of or related to your use of the Services, your violation of these Terms, or your violation of any rights of another.

## 11. Confidentiality

- 11.1 All information identified by us as confidential or which you should reasonably identify as confidential, including business, commercial (discounts etc), end-user, scientific or technical information, as well as any price list whether current or not, received by or made available to you pursuant to your relationship with us shall be regarded by you as confidential and shall be treated accordingly, and not be disclosed to third parties, or used for any purpose other than that for which it was disclosed, without our prior written consent.

- 11.2 The provisions of this clause shall survive the termination of this Agreement.

## 12. Termination



13.1 We reserve the right to cancel, terminate, or suspend your use of the platform immediately in respect of all transactions or selected types of transactions, or any combination of these actions, as may be permissible in law, without prejudice to any of our other rights (that is, without barring or limiting any future action), if:

- 12.1.1 We have reason to believe that the platform is or is likely to be misused;
- 12.1.2 We suspect illegal use of the platform or its functionalities;
- 12.1.3 You supply us with false or incorrect information;
- 12.1.4 You commit a breach of these Terms;
  - It is in furtherance of protecting our interests. without attracting liability.
  - Upon termination, your right to use the Services will immediately cease

### 13. Rights to Suspension of Service

14.1 We reserve the right to suspend your access to any or all of our Services at our sole discretion, without notice and without liability to you, if we determine or have reasonable grounds to believe that:

- 13.1 Violation of Terms: You have violated any provision of these Terms or any applicable law or regulation.
- 13.2 Security Risk: Your account or use of the Services poses a security risk to us or any third party.
- 13.3 Fraudulent Activity: Your account or use of the Services is suspected of fraudulent or illegal activities.
- 13.4 Non-Payment: You have failed to pay any fees owed for the Services by the due date.
- 13.5 Interference with Services: Your use of the Services may interfere with the normal operation of our Services or networks or the use and enjoyment of the Services by other users.
- 13.6 Compliance with Law: Suspension is necessary to comply with any applicable law or regulation, or to respond to lawful requests from governmental authorities.
- 13.7 Reinstatement: If your account has been suspended, you may contact us to request reinstatement. We may, at our sole discretion, reinstate your account subject to any conditions we deem appropriate.
- 13.8 Effect of Suspension: During the suspension period, you will not have access to the Services. Suspension does not relieve you of your obligation to pay any outstanding fees or charges during the suspension period.

- 13.9 Termination: If the issues leading to the suspension are not resolved to our satisfaction, we may terminate your account as outlined in the "Termination" section of these Terms.

By agreeing to these Terms, you acknowledge and accept our right to suspend your access to the Services under the conditions described above.

## 14. Breach

Should you breach these Terms and remain in breach despite receiving notice from us to rectify the same within 7 (Seven) days, we may cancel these Terms forthwith. Any breach of these Terms, in addition to our normal common law remedies, shall entitle us to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action on an attorney and own client scale.

## 15. Advertising

- 15.1 You must ensure that any promotional or advertising material as may be provided to you by us from time to time, is always displayed by our directions and requirements.
- 15.2 You must ensure that any promotional or advertising material or collateral to cellular networks that you wish to design and or produce and or use shall be approved by us prior to circulation and or publication.

## 16. Intellectual Property

- 16.1 Subject to any Intellectual Property Rights held by any other third parties, we keep all Intellectual Property and the Rights in and to the platform, all content (including, but not limited to, all proprietary information, trademarks, and copyright in any logos and other devices or storage media) in or sent to, through and from the platform save where otherwise indicated in writing by us.
- 16.2 We grant you a non-assignable, non-sub-licensable, non-transferable, non-exclusive license to use the platform, which may include updates or upgrades, only for the purposes outlined in these terms and for no other purposes.
- 16.3 The Licence granted to you will commence when you are registered and will continue until it is terminated in line with these terms, which will result in a cancellation of your access to the platform. On termination of the license granted in these terms, for any reason, you must immediately stop all use of the platform.
- 16.4 Certain content available on the platform may include content that belongs to third parties. We may provide links to third-party websites,, as a convenience to you. You agree that we are not liable for any of the following:
- 16.4.1 the content or accuracy of any such content that belongs to third parties, featured on the platform;

16.4.2 Any content featured on the third-party websites that are accessed through the links found on the platform.

- 16.5 You may not copy, republish, distribute, adapt, modify, alter de-compile, reverse engineer, or attempt to derive the source code of or create a derivative of works or, otherwise attempt to reproduce the platform, its contents, including any Intellectual Property therein, its design, any updates to the platform and or proprietary features in relation to it, or any parts of it. This prohibition extends to any and all content belonging to third parties that is found on the platform and or any content featured on the third-party websites that are accessed through the links that are found on the platform.
- 16.6 You indemnify us against all actions, claims, costs, demands, expenses, and other liabilities suffered or incurred by us as a result of any third-party claims initiated and or instituted against us relating to your unauthorized use of the platform, the content thereon, and or any other Intellectual Property and Intellectual Property Rights flowing from the foregoing.

## 17. Data Protection

- 17.1 We may, and you expressly consent to, the collecting and Processing of your Personal Information by us to open, administer, and operate your Profile and Account; provide any combination of services or analysis linked to the platform; monitor and analyze the conduct on your Profile and Account for fraud, compliance, and other risk-related purposes; carry out statistical and other analyses to identify potential markets and trends; and develop new products and services.
- 17.2 You acknowledge that: we will at all times remain responsible for determining the purpose of and means for Processing your Personal Information; we are required by various laws to collect some of your Personal Information, without which we may be unable to offer the platform services to you; and you are giving us your Personal Information voluntarily.

## 18. Disclaimer

We are not responsible for any loss or damage where:

- 18.1 Someone finds out your access code;
- 18.2 Any technical or other problem (interruption, malfunction, downtime or other failure) that affects the platform, a third-party system or any part of any database for any reason;
- 18.3 Any Personal Information or other data is directly or indirectly lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), any harmful computer program or virus, or your own negligence;

- 18.4 Any failure or problem affects goods or services provided by any other party for example any telecommunication service provider, ISP, electricity supplier, local or other authority; or
- 18.5 Any event that we have no control over.

## 19. Changes

- 19.1 We are entitled to change the type of transactions that can be performed with the platform, amend any feature or benefit as well as the fees, discounts, commissions, and costs relating to the transactions from time to time by giving you reasonable prior notice thereof.
- 19.2 We are further entitled to change these Terms from time to time.
- 19.3 Your continued use of the platform, in the event of a change to these Terms, will constitute your acceptance of and agreement to such change.

### Limitation of Liability

To the maximum extent permitted by law, Peak Mobile Solutions shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- 19.4 Your use of or inability to use our Services.
- 19.5 Any unauthorized access to or use of our servers and/or any personal information stored therein.
- 19.6 Any interruption or cessation of transmission to or from our Services.
- 19.7 Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Services by any third-party

## 20. General

- 20.1 The invalidity, illegality, or unenforceability of any of the clauses in these Terms will not affect the validity, legality, and enforceability of the remaining clauses of these Terms.
- 20.2 We may terminate the Platform at any time, without notice. In termination of your registration to the platform, all rights granted to you in respect of the platform will cease immediately.
- 20.3 If your Account is stopped or canceled for any reason, we may suspend your access to the platform, until you have a new Account registered on the platform.

- 20.4 No indulgence, leniency or extension of time which we may grant or show to you shall in any way prejudice us or preclude us from exercising any of our rights in the future.
- 20.5 We shall not be bound by any representation, express or implied term warranty, promise, or the like not recorded herein.
- 20.6 This is the entire agreement between the parties, in respect of the subject matter contained herein and no variation amendment or cancellation hereof shall be valid or of force unless reduced to writing and signed by both parties.

### **Governing Law**

These Terms shall be governed by and construed in accordance with the laws of Kenya, without regard to its conflict of law principles. Any disputes arising out of or in connection with these Terms shall be resolved in the courts of Kenya.

### **Contact Us**

If you have any questions about these Terms, please contact us at ["chat@peakmobile.co.ke"](mailto:chat@peakmobile.co.ke) or through our online support page.