



TERMS OF SERVICE

Effective: June 02, 2026

Effective Date	June 02, 2026
Last Updated	June 11, 2026
Agreement Parties	Kelvata Analytics Hub & Partner/Client
Governing Law	Laws of the Republic of Kenya; KDPA 2019; Computer Misuse & Cybercrimes Act, 2018
Dispute Resolution	Courts of Nairobi, Kenya (with ADR/NCIA mediation option)
Contact	info@kelvataanalyticshub.com +254 701 418 508

1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("Partner", "Client", or "User") and Kelvata Analytics Hub ("Kelvata", "we", "us", "our") governing your access to and use of the Kelvata platform, including the Collection Intelligence Engine (CIE), dashboards, predictive analytics tools, and all related services (collectively, the "Services").

By registering an account, accessing the Partner Hub, uploading data, or using any of our Services, you agree to be bound by these Terms and our Privacy Policy (incorporated by reference). If you do not agree, you must immediately cease using the Services.

These Terms are governed by and construed in accordance with the laws of the Republic of Kenya, including the Kenya Data Protection Act, 2019, the Computer Misuse and Cybercrimes Act, 2018, and the Law of Contract Act (Cap. 23).

2. Eligibility

You must be at least 18 years of age and possess full legal capacity and authority to enter into a binding agreement. If accessing the Services on behalf of an organization, you warrant that you have been duly authorized to bind that organization to these Terms.

By accepting these Terms, you represent and warrant that you are not subject to any legal prohibition on using the Services, including any sanctions or debarment under Kenyan law.

3. Account Registration and Security

3.1 Partner Account

To access the Platform, you must register as a Partner by providing accurate, current, and complete information. You agree to update your registration information promptly if it changes. Kelvata reserves the right to suspend or terminate accounts where false or misleading information is provided.

3.2 Account Security

You are solely responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You agree to:

- Immediately notify Kelvata at info@kelvataanalyticshub.com of any unauthorized use of your account or any security breach
- Never share your login credentials with unauthorized persons
- Use strong passwords and update them periodically
- Log out after each session, particularly on shared or public devices

Kelvata shall not be liable for any loss or damage arising from your failure to comply with these security obligations.

4. Services Provided

Subject to these Terms and any applicable partner agreement or statement of work, Kelvata provides:

- Collection Intelligence Engine (CIE): A modular analytics platform with AI-powered customer scoring, roll-rate analysis, best-time-to-call intelligence, anomaly detection, and predictive scoring.
- BI Dashboard Development: Interactive Power BI and Excel dashboards tailored to your reporting needs.
- Predictive Analytics: Statistical and machine learning models for demand forecasting, anomaly detection, and business intelligence.
- Credit Risk & Collections Analytics: Scorecards, delinquency models, and collection performance dashboards.
- Data Cleaning & Transformation: Data engineering services to standardize and structure datasets.
- Training & Consultancy: Upskilling programmes and analytics strategy engagements.

Kelvata reserves the right to modify, suspend, or discontinue any aspect of the Services at any time, with reasonable prior notice where practicable. Kelvata shall not be liable for any modification, suspension, or discontinuation of the Services.

5. Data Upload and Partner Responsibilities

5.1 Partner Data

Partners may upload customer portfolio data to the Platform for processing. By uploading data, you represent and warrant that:

- You are the data controller of that data and hold a valid lawful basis for processing under the Kenya Data Protection Act, 2019;
- You have obtained all necessary consents from individuals whose data you upload, or otherwise hold a valid lawful basis for the upload and transfer;

- The data does not violate any applicable law, third-party rights, or regulatory requirement;
- You have fulfilled all data protection obligations owed to the individuals whose data you upload, including providing required privacy notices;
- The data does not contain malicious code, viruses, or harmful content;
- The data does not include special categories of personal data (as defined under KDPA s.44) unless you have obtained explicit consent and have notified Kelvata in writing.

5.2 Data Processing Agreement

Where Kelvata processes personal data on your behalf as a data processor, a separate Data Processing Agreement (DPA) shall apply. You authorize Kelvata to process the uploaded data solely for the purposes specified in the applicable service agreement. The DPA is available on request and forms part of the contractual relationship between the parties.

5.3 Accuracy of Data

Kelvata's analytics outputs depend on the accuracy and completeness of data provided by Partners. Kelvata does not independently verify uploaded data and shall not be liable for inaccurate outputs resulting from inaccurate, incomplete, or unlawfully obtained input data.

6. Intellectual Property

6.1 Kelvata IP

All intellectual property in the Platform including the Collection Intelligence Engine, predictive models, scoring algorithms, dashboard designs, software, source code, and documentation is and remains the exclusive property of Kelvata Analytics Hub or its licensors. Nothing in these Terms grants you any ownership rights in Kelvata's intellectual property.

6.2 Partner Data Ownership

You retain full ownership of all data you upload. By uploading data, you grant Kelvata a limited, non-exclusive, non-transferable, revocable licence to process that data solely for the purpose of providing the Services to you. This licence terminates upon expiry or termination of the applicable service agreement.

6.3 Reports and Outputs

Analytics reports and dashboards generated from your data are provided for your internal business use only. You may not resell, sublicense, publish, or otherwise distribute such outputs to third parties without prior written consent from Kelvata. You may not use outputs as the basis for any regulated financial, legal, or investment advice without independent professional validation.

6.4 Feedback

If you provide any feedback, suggestions, or improvements regarding the Services, Kelvata may use such feedback freely without any obligation or compensation to you.

7. Payment Terms

Fees for Kelvata's services are as agreed in the applicable service agreement or statement of work. Unless otherwise specified:

- All fees are quoted and payable in Kenyan Shillings (KES) unless otherwise agreed in writing;
- Invoices are due within 14 days of issuance unless otherwise stated;
- Late payments shall attract interest at 2% per month (24% per annum) on the outstanding balance from the due date;
- Kelvata reserves the right to suspend Platform access in the event of non-payment exceeding 7 days after the due date, following written notice;
- All fees are exclusive of applicable taxes, levies, and withholding taxes, which shall be borne by the Partner;
- Disputed invoices must be raised in writing within 7 days of receipt. Undisputed portions remain payable on the original due date.

8. Service Levels and Availability

Kelvata will use commercially reasonable efforts to maintain Platform availability of 99% measured on a monthly basis, excluding scheduled maintenance. Scheduled maintenance will be communicated at least 48 hours in advance where practicable.

In the event of unplanned outages, Kelvata will:

- Acknowledge the issue within 4 business hours;
- Provide a resolution estimate within 8 business hours;
- Restore service as promptly as commercially practicable.

Service credits for extended unavailability may be agreed in individual service agreements. Credits are the sole remedy for service unavailability.

Driving Business Intelligence Through Data

9. Confidentiality

Each party agrees to keep confidential all non-public information of the other party that is designated as confidential or that ought reasonably to be treated as confidential, including business strategies, technical specifications, pricing, client lists, and data.

This obligation does not apply to information that: (a) is or becomes publicly available without breach of this clause; (b) was known to the receiving party before disclosure; (c) is independently developed by the receiving party without use of confidential information; or (d) must be disclosed by applicable law or court order, provided that the disclosing party gives reasonable prior notice to the other party where legally permissible.

Confidentiality obligations survive termination of these Terms for a period of 3 years.

10. Disclaimer of Warranties

The Services are provided "as is" and "as available" without any warranty of any kind. To the maximum extent permitted by Kenyan law, Kelvata disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Kelvata does not warrant that: (a) the Services will be uninterrupted, error-free, or secure; (b) analytics outputs constitute financial, legal, credit, or professional advice; (c) results will meet your specific requirements; or (d) the Platform will be free from viruses or harmful code.

Nothing in this clause limits Kelvata's liability for death or personal injury caused by its negligence, fraud, or any other liability that cannot be excluded under Kenyan law.

11. Limitation of Liability

To the maximum extent permitted by applicable Kenyan law, Kelvata's total cumulative liability to you for all claims arising under or related to these Terms in any 12-month period shall not exceed the total fees actually paid by you to Kelvata in the three (3) months immediately preceding the event giving rise to the claim.

Kelvata shall not be liable for any indirect, incidental, consequential, punitive, or special damages including loss of profits, loss of revenue, loss of data, business interruption, or reputational harm even if advised of the possibility of such damages.

These limitations do not apply to: (a) liability for death or personal injury caused by Kelvata's negligence; (b) liability for fraud or fraudulent misrepresentation; or (c) any other liability that cannot lawfully be limited or excluded.

12. Indemnification

You agree to indemnify, defend, and hold harmless Kelvata Analytics Hub, its directors, officers, employees, contractors, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from or relating to:

- Your use of the Services in breach of these Terms;
- Your breach of any representation, warranty, or obligation under these Terms;
- Your violation of any applicable law or regulation, including the KDPA;
- Any third-party claim relating to personal data you upload, including claims from data subjects or the ODPC;
- Your infringement of any third-party intellectual property rights.

Kelvata will promptly notify you of any claim subject to indemnification and cooperate reasonably in the defense of such claim. You shall not settle any claim without Kelvata's prior written consent.

13. Term and Termination

13.1 Term

These Terms remain in effect for as long as you have an active account or are receiving Services from Kelvata, unless terminated earlier in accordance with this clause.

13.2 Termination by Partner

You may terminate your account and these Terms at any time by providing 30 days' written notice to info@kelvataanalyticshub.com. All fees accrued up to and including the termination date remain payable.

13.3 Termination by Kelvata

Kelvata may suspend or terminate your access to the Services, with immediate effect by written notice, if:

- You commit a material breach of any term of these Terms and (where the breach is remediable) fail to remedy it within 14 days of written notice;
- You fail to pay fees when due and do not remedy such failure within 7 days of written notice;
- You engage in illegal, fraudulent, or harmful conduct;
- Required to do so by law or a competent regulatory authority.

13.4 Effect of Termination

Upon termination: (a) your right to access the Services ceases immediately; (b) Kelvata will handle your personal data as specified in the Privacy Policy and applicable Data Processing Agreement; (c) each party will promptly return or destroy the other's confidential information upon request; and (d) clauses relating to intellectual property, confidentiality, liability, indemnification, and dispute resolution survive termination.

Termination does not affect any rights or remedies accrued by either party prior to termination.

14. Acceptable Use Policy

You agree not to use the Services to:

- Violate any applicable law, regulation, or third-party rights, including the KDPA and the Computer Misuse and Cybercrimes Act, 2018;
- Upload data that you do not have the legal right to process or transfer;
- Upload special categories of personal data without prior written notification to and approval from Kelvata;
- Reverse-engineer, decompile, disassemble or extract the source code of the Platform;
- Introduce malware, ransomware, viruses or malicious code into the Platform;
- Circumvent, disable, or interfere with security controls or authentication mechanisms;
- Resell, sublicense, or commercialize Platform access without prior written consent;
- Make automated or scripted requests that degrade or overload the Platform infrastructure;
- Engage in any form of data scraping, screen scraping or systematic extraction of Platform data;
- Use the Services to facilitate any unlawful financial activity, including fraud, money laundering, or terrorist financing.

Kelvata may immediately suspend access upon reasonable suspicion of a breach of this clause, pending investigation.

15. Governing Law and Dispute Resolution

These Terms are governed by and shall be construed in accordance with the laws of the Republic of Kenya.

In the event of any dispute, controversy, or claim arising out of or relating to these Terms, the parties shall first attempt to resolve the dispute through good-faith negotiations. Either party may initiate negotiations by giving written notice to the other party specifying the nature of the dispute. The parties shall have 30 days from such notice (or such longer period as agreed) to resolve the dispute through negotiation.

If the dispute is not resolved through negotiation within the applicable period, either party may, at its option:

- Refer the dispute to mediation administered by a mutually agreed mediator or the Nairobi Centre for International Arbitration (NCIA) prior to litigation; or
- Submit the dispute to the exclusive jurisdiction of the High Court of Kenya, Nairobi.

Nothing in this clause prevents either party from seeking urgent injunctive or other interim relief from a court of competent jurisdiction.

16. Force Majeure

Neither party shall be liable for any failure or delay in performance caused by events or circumstances beyond its reasonable control, including but not limited to natural disasters, acts of God, acts of government or regulatory authorities, power failures, civil unrest, war, pandemics, or internet or telecommunications outages, provided that:

- The affected party promptly notifies the other party in writing of the nature and expected duration of the force majeure event;
- The affected party takes all reasonable steps to mitigate the impact and resume performance; and
- If the force majeure event continues for more than 60 days, either party may terminate the affected service agreement on 14 days' written notice without liability.

17. Consumer Protection

Where you are a consumer as defined under the Consumer Protection Act, 2012 (Cap. 46C), nothing in these Terms shall limit or exclude any right afforded to you under that Act or any other applicable consumer protection legislation in Kenya.

Kelvata is committed to fair dealing and transparent contracting. If you believe any term of these Terms is unfair or unreasonable, you are encouraged to raise this with us before accepting.

18. Amendments

Kelvata reserves the right to update these Terms at any time to reflect changes in law, technology, or business practices. Material changes will be communicated via email or a prominent Platform notice at least 14 days before taking effect.

Your continued use of the Services after the effective date of any amendment constitutes acceptance of the revised Terms. If you do not accept the amendments, you must discontinue use of the Services before the effective date and may terminate your account without penalty.

19. Severability and Waiver

If any provision of these Terms is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that provision shall be deemed severable and shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

Kelvata's failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorised representative of Kelvata.

20. Entire Agreement

These Terms, together with Kelvata's Privacy Policy, any applicable Data Processing Agreement, and any applicable service agreement or statement of work, constitute the entire agreement between you and Kelvata Analytics Hub with respect to the subject matter hereof, and supersede all prior negotiations, representations, warranties, or agreements relating thereto.

In the event of any conflict between these Terms and any individual service agreement or statement of work, the specific terms of the service agreement or statement of work shall prevail with respect to the specific subject matter of that agreement.

21. Contact Us

Kelvata Analytics Hub

Email: info@kelvataanalyticshub.com

Phone: +254 701 418 508 | WhatsApp: +254 701 418 508

Address: Nairobi, Kenya | Website: www.kelvataanalyticshub.com

We aim to respond to all formal enquiries within 5 business days.

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Driving Business Intelligence Through Data