

Terms of Service

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IN SUMMARY

These Terms govern your use of our website. They do not create a consulting engagement. Any consulting work we do for you will be governed by a separate written agreement that we both sign.

1. Introduction and acceptance of these Terms

These Terms of Service ("Terms") apply to your use of the Priority Activator Consulting website, including its pages, content and forms (the "website"). In these Terms, "PAC", "we", "us" and "our" refer to Priority Activator Consulting, and "you" refers to anyone who uses the website.

By using the website, you agree to these Terms. If you do not agree, please do not use the website.

These Terms cover your use of the website only. Browsing the website, submitting an enquiry or booking a consultation does not create a consulting contract between you and Priority Activator Consulting.

2. About Priority Activator Consulting

Priority Activator Consulting is a Pan-African consulting and advisory firm providing business, development, human resources and digital consulting. Our office is at Jasmine Centre, Westlands Business District, Nairobi, Kenya.

Our full registered name is Priority Activator Consulting.

3. Use of the website

You may use the website to learn about Priority Activator Consulting, read our insights, register for events and trainings, explore career opportunities and contact us. You may use it for personal

and internal business purposes, in line with these Terms and applicable law.

4. Website content

The content on this website, including articles, case studies, research summaries, perspectives and service descriptions, is provided for general information only. It is not professional, financial, legal, tax, investment or human resources advice, and it should not be relied on as a substitute for advice tailored to your circumstances.

We take care to keep the content accurate and up to date, but we do not guarantee that it is complete, current or free from errors. Case studies describe past work and do not indicate results you will achieve.

5. Intellectual property

Unless otherwise stated, Priority Activator Consulting owns or is licensed to use all intellectual property rights in the website and its content. This includes text, reports, frameworks and methodologies (including the PAC 4D Framework), graphics, logos and the design of the website. Third-party names and logos shown on the website belong to their respective owners.

You may view, download and print website content for your personal or internal business use, provided you keep any copyright and other notices intact. You may share links to our pages and quote short extracts with a clear credit to Priority Activator Consulting.

You may not copy, reproduce, republish, sell, modify or create derivative works from our content for commercial purposes without our prior written permission.

6. Consulting services and service descriptions

The website describes our services in Business Consulting, Development Consulting, HR Consulting and Digital Consulting. These descriptions are a general overview of what we do. They are not offers capable of acceptance, and they do not describe the scope, deliverables, timelines or fees of any specific engagement.

Every consulting engagement is governed by a separate written agreement, such as an engagement letter, proposal accepted in writing or services contract, signed by Priority Activator Consulting and the client. That agreement sets out the scope of work, deliverables, fees, responsibilities and other terms. If there is any conflict between these Terms and a signed client agreement, the client agreement prevails for that engagement.

7. Enquiries and consultations

When you send us an enquiry or ask to book a consultation, you are asking us to contact you. We will review your enquiry and respond, but we are not obliged to accept any engagement.

Initial discussions help both parties understand whether and how we can work together. Unless we agree otherwise in writing, they do not create a client relationship, and any views we share during them are preliminary and should not be relied on as professional advice.

8. Events and trainings

You can register for free events and book tickets for paid events and trainings through the website. Unless stated otherwise, prices are shown in US dollars (USD) and 16% VAT is added at checkout.

- i. A registration or booking is confirmed only when you receive a confirmation from us.
- ii. We may change the date, time, venue, format, speakers or content of an event where necessary. If we do, we will let registered attendees know as soon as reasonably possible.
- iii. If we cancel an event, we will tell registered attendees and explain the options available to them.
- iv. Group bookings must include accurate details for each attendee.

Cancellations, transfers and refunds are set out in our [Refund & Cancellation Policy](#). Prices, VAT and payment methods are explained in our [Payments & Pricing Policy](#).

Specific events may have additional terms, which we will make available when you register.

9. Careers, research participation and subscriptions

Submitting a job application, joining our talent network or expressing interest in a graduate, internship or leadership programme does not create an offer or contract of employment. Any offer will be made separately in writing.

Applying to take part in our research does not guarantee that you will be selected. Any research participation will be subject to the information and terms we provide for that study.

You can unsubscribe from our newsletters and talent network communications at any time.

10. No guarantee of outcomes

Organisational, strategic, financial and development outcomes depend on many factors outside our control, including decisions made by our clients and changes in market, economic and regulatory conditions. Nothing on this website is a promise or guarantee of any particular result, return or outcome.

11. Your responsibilities

When using the website, you agree to:

- i. provide accurate, current and complete information in any form you submit;
- ii. submit other people's personal information only where you are entitled to do so;
- iii. use the website lawfully and in line with these Terms; and
- iv. take reasonable steps to protect your own devices, for example by using up-to-date security software.

12. Prohibited use

You must not:

- i. use the website for any unlawful, fraudulent or harmful purpose;
- ii. submit false information, impersonate another person or misrepresent your affiliation with an organisation;
- iii. attempt to gain unauthorised access to the website, its servers or any connected systems;
- iv. introduce viruses, malware or other harmful code;
- v. interfere with or disrupt the website, including through excessive automated requests;
- vi. use automated tools to scrape or harvest content or personal information from the website without our written permission;
- vii. use the website or its forms to send unsolicited marketing or spam; or
- viii. use our name, logo or content in a way that suggests an endorsement or association that does not exist.

13. Third-party links and services

The website links to third-party websites and services, including social media platforms and our career platform. These are provided for convenience. We do not control them and are not

responsible for their content, availability, security or privacy practices. Your use of them is subject to their own terms.

14. Website availability

We aim to keep the website available and working well, but we do not guarantee that it will be available at all times or free from interruption or errors. We may suspend, withdraw or change any part of the website, for example for maintenance, security or business reasons, without notice.

15. Disclaimer

To the extent permitted by law, the website and its content are provided "as is" and "as available", without warranties of any kind, whether express or implied. This includes implied warranties of accuracy, fitness for a particular purpose and non-infringement.

16. Limitation of liability

To the extent permitted by law, Priority Activator Consulting will not be liable for any loss or damage arising from your use of, or inability to use, the website or from reliance on its content. This includes indirect or consequential loss, and loss of profit, revenue, business, opportunity, data or goodwill.

Where we are liable to you in connection with a paid event booking, our total liability will not exceed the amount you paid for that booking.

Nothing in these Terms excludes or limits any liability that cannot be excluded or limited under applicable law, including your rights as a consumer. Our liability for consulting services is governed by the written agreement for the relevant engagement.

17. Indemnification

To the extent permitted by law, you agree to indemnify Priority Activator Consulting against any claims, losses, liabilities and reasonable costs, including legal fees, that arise from your breach of these Terms, your misuse of the website or your infringement of anyone else's rights.

18. Confidentiality

We treat the information you share with us through the website with care and in line with our [**Privacy Policy**](#). However, contacting us through the website does not by itself create a formal confidentiality agreement.

Please avoid sending commercially sensitive or confidential information through website forms or by email before an engagement has been agreed. If you need to share confidential information during early discussions, we are happy to agree an appropriate non-disclosure agreement first. Confidentiality for client engagements is governed by the relevant client agreement.

19. Privacy

Our [Privacy Policy](#) explains how we collect and use personal information, and our [Cookie Policy](#) explains the technologies this website uses.

20. Governing law

These Terms and any dispute arising from them or from your use of the website are governed by the laws of Kenya.

21. Dispute resolution

If you have a concern about the website or these Terms, please contact us first. We will try to resolve it quickly and fairly through good-faith discussion.

If a dispute cannot be resolved through discussion within a reasonable time, either party may propose mediation. If the dispute is still not resolved, it may be referred to the courts of Kenya, which will have jurisdiction over it. This does not prevent either party from seeking urgent relief from a court where needed.

22. Changes to these Terms

We may update these Terms from time to time. The updated version will be published on this page with a new "Last updated" date. Changes apply from the date they are published. By continuing to use the website after that date, you accept the updated Terms.

23. General

If any part of these Terms is found to be invalid or unenforceable, the rest will remain in effect. If we do not enforce any part of these Terms straight away, we may still enforce it later. These Terms, together with our [Privacy Policy](#) and [Cookie Policy](#), are the entire agreement between you and us about your use of the website.

24. Photography and video at events

We may take photographs and video recordings at our events and workshops.

When you book, each attendee can choose, for themselves, whether we may use photographs and video in which they appear, in print and online, including on our website, social media, newsletters and presentations, to market and showcase our work.

Ticking the consent box is optional. We record each attendee's choice, and if you do not tick it our photographer is told to avoid photographing you. We will make reasonable efforts, but in a shared room we cannot promise you will never appear in the background of a group photograph.

We will not sell your image to third parties and will not use it in a way intended to embarrass or misrepresent you.

If you later wish a particular photograph or video to be removed, or want to change your choice, email info@pac.africa with the details and we will act within a reasonable time. We cannot recall material that has already been printed or shared by others.

25. Contact us

If you have any questions about these Terms, please get in touch.

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