

PeakESL Terms and Conditions

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural, except in the case of Service and Services.

Definitions

For the purposes of these Terms and Conditions:

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Account means a unique account created for You to access our Service or parts of our Service.

Add-On Service means additional features, services, or benefits beyond the standard Subscription that may be purchased separately or redeemed using Tokens.

Coaching or Classes mean personalized pronunciation instruction provided by instructors through the Service, which may be available for purchase or redemption using Tokens.

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to PeakESL, LLC.

Country refers to: United States.

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Feedback means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.

Orders mean a request by You to purchase Services from Us.

Tokens mean the virtual currency or credits (regardless of terminology used within the Service) that can be earned through Service activities or purchased and redeemed for additional features, content, or Services within the Service.

Promotions refer to contests, sweepstakes or other promotions offered through the Service.

Service refers to the Website.

Services refer to non-Subscription items offered for sale on the Service.

Subscriptions refer to the services or access to the Service offered on a subscription basis by the Company to You.

Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

User Content means any voice recordings, pronunciation samples, written text, comments, feedback, or other content that You submit, upload, or otherwise provide through the Service.

Voice Data means any audio recordings, voice samples, pronunciation patterns, and related analytical data submitted by You or generated through Your use of the Service.

Website refers to PeakESL, accessible from <https://peakesl.com>

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Prohibited Activities

You agree not to engage in any of the following prohibited activities when using the Service:

Fraudulent or Unlawful Use: Using the Service for any purpose that is illegal, fraudulent, or violates any applicable laws or regulations.

Account Abuse: Creating multiple accounts, sharing account credentials, attempting to access another user's account, or selling, trading, or transferring your account to another person without our express written consent.

Tokens System Abuse: Manipulating the Tokens system through automated means, exploiting technical glitches, using fraudulent payment methods to purchase Tokens, or attempting to transfer or sell Tokens outside the Service.

Commercial Use: Using the Service for commercial purposes not explicitly authorized by the Company, including but not limited to reselling access to the Service or Add-On Services.

Technical Interference: Interfering with or disrupting the Service or servers or networks connected to the Service, including uploading malicious code or attempting to bypass security measures.

Data Collection: Using any robots, spiders, scrapers, or other automated means to access or collect data from the Service without our prior written permission.

Impersonation: Impersonating the Company, its employees, another user, or any other person or entity, including using another person's Voice Data.

Harassment: Engaging in behavior that harasses, intimidates, or abuses any person, including instructors providing Personal Coaching services.

Intellectual Property Violations: Copying, distributing, or reproducing any portion of the Service, including educational content, pronunciation exercises, or proprietary methodologies.

Misrepresentation: Providing false or misleading information when creating an account, purchasing Services, or communicating with the Company or other users.

Recording Without Consent: Recording Personal Coaching sessions or other interactive features of the Service without the express consent of all participants.

Reverse Engineering: Attempting to decompile, reverse engineer, disassemble, or otherwise attempt to discover the source code of the Service or any part thereof.

Harmful Content: Uploading or transmitting any User Content that contains viruses, malware, or other harmful computer code, or content that is offensive, defamatory, obscene, or otherwise objectionable.

Subscription Sharing: Allowing others to use your Subscription or Access to the Service.

API Abuse: Using any API or other programmatic interfaces to access the Service in a manner that exceeds reasonable request volumes, constitutes excessive or abusive usage, or otherwise fails to comply with the Company's API terms.

Marketing or Spam: Using the Service to send unsolicited commercial communications, chain letters, pyramid schemes, or spam.

The Company reserves the right to investigate and take appropriate legal action against anyone who, in the Company's sole discretion, violates these provisions, including without limitation, suspending or terminating the account of such violators and reporting them to law enforcement authorities.

Violation of these prohibitions may result in termination of Your access to the Service, without notice and in the Company's sole discretion. The Company may also pursue remedies available under law for any losses or harm arising from Your prohibited activities.

Placing Orders for Services

By placing an Order for Services through the Service, You warrant that You are legally capable of entering into binding contracts.

Your Information

If You wish to place an Order for Services available on the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, and Your billing address..

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Services availability
- Errors in the description or prices for Services
- Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

Availability, Errors and Inaccuracies

We are constantly updating Our offerings of Services on the Service. The Services available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Services on the Service and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

Payments

All Services purchased are subject to a one-time payment. Payment can be made through various payment methods we have available, such as Visa, MasterCard, Affinity Card, American Express cards or online payment methods (PayPal, for example).

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order.

Subscriptions

Subscription period

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as daily, weekly, monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

Unless you cancel at least 24 hours before the end of your current subscription period, your subscription will automatically renew, and your payment method will be charged for the renewal at the then-current subscription rate.

We will send a reminder email regarding upcoming renewals to your registered email address at least 3 days before the renewal date.

Subscription cancellations

You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company. You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

Billing

You shall provide the Company with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

Tokens System

The Service allows Users to earn and purchase "tokens" through various activities. Tokens have no monetary value outside the Service and can only be redeemed for specific add-on services as determined by the Company.

We reserve the right to modify, regulate, control, or eliminate the tokens system at any time with or without notice. Tokens are non-transferable, non-refundable, and cannot be exchanged for cash or legal tender.

The Company shall have no liability for the loss or deletion of tokens, including due to account closure, service termination, or system errors.

The Company may change the name of Tokens (to "coins," "points," "credits," or other terminology) at any time. Any such name change will not affect these Terms, and all provisions applying to "Tokens" shall apply to the renamed virtual currency.

Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Voice Data

When using our Service, you may submit voice recordings and pronunciation samples. We collect and process this data according to our Privacy Policy. You understand and consent that your voice data may be:

- Analyzed to provide feedback on your pronunciation
- Used to improve our speech recognition algorithms and service
- Stored on our servers for the duration of your account

All processing of voice data will be done in accordance with applicable privacy laws.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Copyright Infringement Notices

If you believe content on our Service infringes your copyright, please contact us with the following information:

- An electronic or physical signature of the copyright owner
- Identification of the copyrighted work claimed to be infringed
- Identification of the material claimed to be infringing
- Your contact information
- A statement of good faith belief regarding unauthorized use
- A statement that the information is accurate and, under penalty of perjury, you are authorized to act for the copyright owner

Notices should be submitted to: service@peakesl.com.

User Content

Our Service allows you to submit voice recordings, pronunciation samples, and other content ("User Content"). By submitting User Content, you grant PeakESL a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, and display your User Content in connection with providing and improving the Service.

You represent and warrant that: (a) you own your User Content or have the right to grant the license above, and (b) your User Content does not violate the privacy rights, publicity rights, copyrights, or other rights of any person.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with your access to or use of the Service, your violation of these Terms, or your violation of any third-party right.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

Any dispute arising from these Terms shall be resolved through binding arbitration conducted by the American Arbitration Association under its Consumer Arbitration Rules. The arbitration shall take place in Utah, USA.

YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which You are resident.

United States Federal Government End Use Provisions

If You are a U.S. federal government end user, our Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us by visiting our customer support page at: peakeslsupport.freshdesk.com.

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