



XcelleratE CaaS Limited

Terms and Conditions

These terms and conditions (the "Terms and Conditions") govern the use of **www.xcellerate.online** (the "Website"). This Website is owned and operated by XcelleratE CaaS Limited. This Website is a Consultancy as a Service site.

By using this Website, you indicate that you have read and understood these Terms and Conditions and agree to always abide by them.

Intellectual Property

All content published and made available on this Website is the property of XcelleratE CaaS Limited and the Website's creators. This includes, but is not limited to images, infographics, text, logos, documents, videos, downloadable files and anything that contributes to the composition of this Website.

User Contributions

Users may post the following information on this Website:

Public comments.

By posting publicly on this Website, you agree not to act illegally or violate these Terms and Conditions.

Accounts

When you create an account on this Website, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes;

We reserve the right to suspend or terminate your account if you are using this Website illegally or if you violate these Terms and Conditions.

Sale of Services

These Terms and Conditions govern the sale of services available on this Website.

We are under a legal duty to supply service(s) that match the description of the service(s) you order on this Website. The following services are available on this Website:

Online Consultancy, Coaching, and Advisory.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the services that are displayed on this Website at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from this Website at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid less the compensation of any work done up to that point. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Subscriptions

Your subscription plan automatically renews and you will be automatically billed for the renewal until we receive notification that you want to cancel the subscription

Payments

We use Stripe as a payment gateway, their legal terms and conditions can be accessed here: [Stripe Services Agreement — Ireland](#)

When you provide us / Stripe with your payment information, you authorise us / Stripe the use of and access to the payment instrument you have chosen to use. By providing us/ Stripe with your payment information, you authorise us / Stripe to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these terms and Conditions, we reserve the right to cancel or reverse your transaction.

Right to Cancel and Receive Reimbursement

If you are a customer living in the United Kingdom or the European Union, you have the right to cancel your contract to purchase services from us within 14 days without giving notice. The cancellation period:

- Will end 14 days from the date of purchase when you purchased a service.

To exercise your right to cancel you must inform us of your decision to cancel within the cancellation period. To cancel, contact us by email at info@xcellerate.online or by post at XcelleratE CaaS Limited, 71 Lower Baggot Street, Dublin 2, D02 P593, Ireland. You may use a copy of the *Cancellation Form*, found at the end of these Terms and Conditions, but you are not required to do so.

Effects of Cancellation

If you requested the performance of services begin during the cancellation period, you are required to pay us an amount which is in proportion to what has been performed until you have communicated to us your decision to cancel this contract. We will reimburse to you any amount you have paid above this proportionate payment.

We will make the reimbursement using the same form of payment as you used for the initial purchase unless you have expressly agreed otherwise. You will not incur any fees because of the reimbursement.

This right to cancel and to reimbursement is not affected by any refund policy we may have.

Consumer Protection Law

Where the *Sale of Goods and Supply of Services Act 1980*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

XcelleratE CaaS Limited and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of this Website.

Indemnity

Except where prohibited by law, by using this Website you indemnify and hold harmless XcelleratE CaaS Limited and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of this Website or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of Ireland.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and XcelleratE CaaS Limited are unable to resolve any dispute through informal discussion, then you and XcelleratE CaaS Limited agree to submit the issue before a mediator. The decision of the mediator will not be binding. Any mediator must be a neutral party acceptable to both you and XcelleratE CaaS Limited.

Notwithstanding any other provision in these Terms and Conditions, you and XcelleratE CaaS Limited agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid. **Changes**

These Terms and Conditions may be amended from time to time to maintain compliance with the law and to reflect any changes to the way we operate this Website and the way we expect users to behave on this Website. We will notify users by email of changes to these Terms and Conditions or post a notice on this Website.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

Email: info@xcellerate.online

Address: Xcellerate CaaS Ltd, Ground Floor, 71 Lower Baggot Street, Dublin 2, D02 P593, Ireland

You can also contact us through the feedback form available on this Website.

Effective Date: 1st day of September, 2023

Cancellation Form

If you want to cancel your contract of sale with us, you may use this form and email or post it back to us at the address above.

I hereby give notice that I cancel my contract of sale of the following goods or services:

Ordered on:

Received on:

Customer name:

Customer address:

Signature (only required if you are returning a hardcopy of this form):

Date: