

Terms of Service

Xcelerate Management Limited

Effective Date: November 2024

1. Acceptance of Terms

By accessing or using services provided by Xcelerate Management Limited, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions, you may not access or use our services.

2. Description of Services

Xcelerate Management Limited provides web application development, enterprise software solutions, UI/UX design, digital consulting, API development & integration, and ongoing maintenance & support services. The specific scope of services will be outlined in individual project agreements.

3. User Responsibilities

You are responsible for providing accurate information, maintaining the confidentiality of any credentials, ensuring you have the right to share any content or data with us, and complying with all applicable laws and regulations.

4. Intellectual Property

Unless otherwise agreed in writing, all intellectual property created during a project will be transferred to the client upon full payment. Xcelerate Management Limited retains the right to use general knowledge, skills, and experience gained during projects.

5. Payment Terms

Payment terms will be specified in individual project agreements. Unless otherwise stated, invoices are due within 14 days of issue. Late payments may incur interest at 2% per month on the outstanding balance.

6. Limitation of Liability

To the maximum extent permitted by law, Xcelerate Management Limited shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of our services.

7. Termination

Either party may terminate a service agreement with 30 days written notice. Upon termination, you will be invoiced for all work completed up to the termination date.

8. Governing Law

These Terms of Service are governed by the laws of New Zealand. Any disputes arising from these terms shall be resolved in the courts of New Zealand.

9. Changes to Terms

We reserve the right to modify these terms at any time. Changes will be effective immediately upon posting to our website. Your continued use of our services constitutes acceptance of modified terms.

10. Contact Information

For questions about these Terms of Service, please contact us at hello@xcelerate.nz.

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Contact: hello@xcelerate.nz