

## **Xelera Website Pilot - Terms of Use**

1. General - Preamble (About the website)
  - 1.1. These terms of Use ("**These ToU**") govern your access to and use of the Xelera website including any content, functionality and services offered on or through [www.joinxelera.com](http://www.joinxelera.com) ("**Our Website**" and "**The Website**"). The Website is operated by Xelera Venturing Limited, a private company incorporated under the laws of the Republic of Ireland ("**Us**", "**We**" and "**Our**").
  - 1.2. Please read these ToU carefully before using Our Website and/or applying for the Services (as defined in the Users' T&C section). By using Our Website, you hereby represent that you have read and agreed to These ToU and agree to comply with These ToU with regards to the use of Our Website and of Our Services.
  - 1.3. Xelera is managing an international network of business professionals that provide Users with access to knowledge, contacts and skills required to help the Users develop their businesses and/or projects (the "**Service**").
2. Use of the Website
  - 2.1. This Website is operated by Us for marketing and presenting our Services.
  - 2.2. **Contact info.** In case You would like to contact Us at any point and in any matter You can do so by sending Us an email to [Contact@joinxelera.com](mailto:Contact@joinxelera.com).
  - 2.3. **Other terms that apply.** Please view our Privacy Policy, GDPR and Cookies Policy that also apply to Your use of The Website. In case You would like to use the Services, please review Our Users' T&C and Network's T&C.
  - 2.4. **Change of these terms.** These ToU may be amended and changed from time to time subject to Our sole discretion. We therefore encourage you to review These ToU upon every visit and use of Our Website in order to make sure you fully understand These ToU and are in compliance therewith.
  - 2.5. **Changes to our website.** The Website might be updated and/or changed from time to time subject to Our sole discretion.
  - 2.6. **Use of materials from our website.** Use of any materials from Our Website is at Your sole responsibility and risk. We shall not be held liable for any loss or damage caused to You after such use.
  - 2.7. **Relying on information on our website.** The information displayed on Our Website expresses Our opinion or the opinion of others and should not be regarded as an official advice or recommendation.
  - 2.8. **Irresponsibility for third party websites and links thereto.** We might, from time to time, promote links of and articles written by other third parties. We do not take any responsibility for such third party content. Please be sure to read such third party's terms and conditions.
  - 2.9. **Limitation of Liability.** Our Website is being provided to You free of charge. We cannot and do not guarantee the constant and uninterrupted availability of The Website. We will use our reasonable efforts to avoid any interruptions and/or system downtime of any kind.
  - 2.10. **Your representations and warranties.** By visiting and using Our Website You hereby represent and warrant the following: (a) You have the mandate and authority to share any information You share with Us, including, but not limited to, information provided while applying for Our Services or by email; (b) Visiting Our Website does not constitute a breach of any law, regulation or

contract, to which you are subject; (c) You have read and agreed to comply with These ToU (d) You shall provide true, accurate, correct and full details about yourself.

### **3. Provisions for applying for our services**

- 3.1. Please note that Our Website and Services are provided only in English.
- 3.2. Some of the Services are subject to submitting an application form through The Website as will be decided and changed from time to time by Us. As part of submitting the application form You will be required to provide details about Your Project (as defined on the Users' T&Cs). These details are required for evaluating Your Project and customizing the Services to Your Project's need. The requirement of such application form is subject to our sole discretion.
- 3.3. The Services are subject to the relevant sections in These ToU, the Users' T&Cs and the Network T&Cs and Privacy Policy and GDPR. By submitting an application You hereby represent that You have read and agreed to be bound by all relevant terms and conditions.

### **4. Limitation Of Liability**

- 4.1. IN THE EVENT OF ANY PROBLEM WITH THE SERVICE OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SERVICES. UNDER NO CIRCUMSTANCES SHALL WE, ANY OF OUR LICENSORS OR SUPPLIERS, OR ANY THIRD PARTY WHO PROMOTES THE SERVICES OR PROVIDES YOU WITH A LINK TO THE SERVICES BE LIABLE IN ANY WAY FOR YOUR USE OF THE SERVICES OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR THE USE OF THE SERVICE.
- 4.2. UNDER NO CIRCUMSTANCES SHALL WE, OUR LICENSORS OR SUPPLIERS OR ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE, BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICE, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE OR OTHERWISE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4.3. Limitation of Liability. In any event we shall be held liable for anything mentioned above, our liability shall be limited to the amount paid by you to Us.
- 4.4. We reserve all rights, title and interest in and to the Services and the Website and all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

- 4.5. You exclusively own all rights, title and interest in and to all of Your data. You affirm, represent and warrant that: (i) Your Data and Your use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any intellectual property rights and/or privacy rights, (ii) We take no responsibility and assume no liability for Your Data (in part and/or in whole). You hereby grant Us a royalty-free, perpetual, sub-licensable, irrevocable and worldwide license to copy, duplicate, distribute, sell, market, provide to the public, translate, and use or perform any other operation with Your Data and you shall have no claim and/or cause of action against Us in connection with the use of Your Data.
- 4.6. This Agreement commences on the day you start using the Service and continues until terminated for any reason. We may at any time terminate this Agreement with You if: (i) You have breached any provision of the Agreement (or have acted in manner which clearly shows that You do not intend to, or are unable to comply with the provisions of the Agreement); or (ii) We are required to do so by law (for example, where the provision of the Service to You is, or becomes, unlawful); or (iii) We are transitioning to no longer providing the Service to Users in the country in which You are resident or from which You use the Service; (iv) or the provision of the Service to You by Us is, in Our opinion, no longer commercially viable.
- 4.7. Notwithstanding anything to the contrary, We may discontinue the Service at any time in Our sole discretion with no notice.
5. **Governing Law & Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland.