

## TERMS OF USE

This Terms of Use is drafted in conformity with the Information Technology (Intermediaries Guidelines) Rules, 2011 specified under the Information Technology Act, 2000 in order to regulate the terms and conditions of usage and access to Website (defined hereinafter) and the Services (defined hereinafter). No physical or digital signature is necessitated in order to validate this Agreement.

### 1. INTRODUCTION AND ACCEPTANCE

The Website and Application is owned by T-Hub Foundation with its registered office situated at IIIT-Hyderabad Campus, Gachibowli, Hyderabad – 500 032 (hereinafter referred to as “**T-Hub**”/”**Company**”, “**we**”, “**us**”, “**our**”). The Company owns a website, [www.t-hub.co](http://www.t-hub.co) (“**Website**”) and focuses on incubation, acceleration and facilitating market access to the start-ups and on promoting the start-up ecosystem by providing mentoring, advisory and financial support to entrepreneurs and start-ups through its network of corporates, mentors and investors (“**Third Party Service Providers/TPSP**” (“**Services**”).

Your use of the Website are governed by the following terms and conditions (“**Terms of Use**”/ “**Terms**”) as applicable to the Website including the applicable policies which are incorporated herein by way of reference. By mere use of the Website, You shall be contracting with the Company and these Terms including the policies constitute your binding obligations with the Company.

For the purpose of these Terms of Use, wherever the context so requires ‘**You**’ or “**User**” or “**Your**” or “**user**” or “**start-ups**” shall mean any natural or legal person who visits our Website by browsing or becomes virtual member of T-Hub as per virtual membership policy, using the computer systems/mobiles/tabs/any other gadgets.

The Website is made available for your own, personal use. The Website must not be used for any commercial purpose whatsoever or for any illegal or unauthorised purpose. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website for availing the Services. When you use the Website you must comply with Information Technology Act 2000, IT Rules 2011(Intermediary Guidelines) and all applicable laws being in force in India.

We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. The most current version of the Terms will supersede all previous versions. You understand that your use of the Service after any changes to the Terms of Use or addition of new policies constitutes your acceptance to be bound by the most recent version of the policies. It is Your responsibility to review these Terms of Use periodically for updates / changes. Your accessing, browsing or otherwise using the Website/App indicates your agreement to all the terms and conditions under these terms. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by the Privacy Policy and all other policies and terms mentioned on Website. If the Terms of Use (including changes and additions thereto) are not acceptable to you, you shall immediately stop browsing/using our Website without any delay.

You, hereby, expressly consent to receive communications and newsletters from us by SMS and e-mails. You can unsubscribe / opt-out from receiving communications and newsletters from us at any time by sending us an email at [●].

## **2. THIRD PARTYSERVICE PROVIDERS**

The Third Party Service Providers are independent professionals, and T-Hub shall have no responsibility with regard to act/omission of the Third Party Service Providers in whatsoever manner. You agree and authorise T-Hub to use, share, communicate, distribute and to assign such information of yours to Third Party Service Provider that may be required to provide Services to you on your request within the Website. By submitting your request for availing the Services, you agree to personally interact with the Service Provider and the Company shall in no manner be liable for any of the actions or omissions of the Third Party Service Provider.

## **3. COMMERCIAL**

T-Hub reserves the right to charge you for the Services availed by you from T-Hub which shall be intimated to you by T-Hub via agreement, letter, mail or otherwise in writing.

## **4. TERMS OF USE**

You agree that when using the Website you will comply with all applicable laws and these Terms. In particular, but without limitation, you agree not to:

- a. Use the Website in any unlawful manner or in a manner which promotes or encourages illegal activity including (without limitation) copyright infringement; or
- b. Attempt to gain unauthorised access to the Website or any networks, servers or computer systems connected to the Website , or to any of the Services offered on or through the Website, by hacking, password “mining” or any other illegitimate means; or
- c. Modify, adapt, translate or reverse engineer any part of the Website or re-format or frame any portion of the pages comprising the Website, save to the extent expressly permitted by these Terms or by law; or
- d. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You shall not reverse look-up, trace or seek to trace any information on any other user of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Website; or

- e. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about us or the brand name or domain name used by us including the terms of Website or otherwise engage in any conduct or action that might tarnish the image or reputation, of the Company or otherwise tarnish or dilute any the Company 's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or the Company's systems or networks, or any systems or networks connected to the Company.
- f. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
- g. You shall not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to us on or through the Website or any service offered on or through the Website. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.
- h. You shall not engage in advertising to, or solicitation of, other users of the Website to buy or sell any services, including, but not limited to, services being displayed on the Website or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Website.
- i. It shall be a violation of these Terms of Use to use any information obtained from the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than us without our prior explicit consent.

You specifically agree not to post or transmit any comments, reviews, posts, content or engage in any activity that:-

1. Violate our Terms and Policies;
2. Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, discriminatory, vulgar, profane, obscene, libelous, hateful or otherwise objectionable
3. Violate any right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
4. Disguising or attempting to disguise the origin of your comment, review, posts, content including but not limited to by submitting your comments, posts, reviews, content under a fake or false name.
5. transmit content that encourages or provides instructional activities about illegal activities, in particular hacking or phishing;
6. solicit other users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or participate in scams involving other users;

7. attempt to resell, redistribute, broadcast or transfer the information or use the information derived from the website in a searchable, machine-readable database;
8. contain any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
9. Constitutes a knowingly erroneous or unethical review
10. Causes, or is a result of, a conflict of interest;
11. Is commercial in nature, including but not limited to posts, comments, reviews submitted in exchange for payment,
12. Contains material that is not in English
13. Accesses or uses the account of another user without permission;
14. We reserve the right to remove any comment, review, posts, content that might be found extremely offensive or threatening.
15. Disguising or attempting to disguise the origin of your comment, review, posts, content including but not limited to by submitting your comments, posts, reviews, content under a fake or false name.
16. Please don't exaggerate, falsely state, misrepresent your experience and watch your language.
17. This also includes but not is limited to derogatory comments or indication of a personal vendetta against the Company and its affiliates.

All links posted as comments on BJR's posts will be reviewed and may be deleted if found violating these guidelines. Repeated violations of this policy may cause the author to be blocked from using this Website/App and from Company's social media pages.

## **5. THIRD PARTY SOFTWARE**

In order to provide Services to you, the Company may use third-party software. If you try to separate the third party software from the Website/App and then further use it any manner which is inconsistent with the manner as enumerated in the third party software's terms of use, is illegal or against public policy then you will be liable for the same according to the governing law and jurisdiction as mentioned in their respective terms of use and privacy policy. You also agree to indemnify the Company to full extent for the said acts subject to the applicable laws.

## **6. CONTENT**

The Content, text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, and artwork ("**Content**") relating to T-Hub shall be property of the Company and Company has the sole worldwide, perpetual and transferable rights in regard to such Content.

All material contained on, in, or available through the Website including all information, data, text, music, sound, photographs and all source code, software compilations and other material is owned by or licensed to T-Hub. All rights are reserved. You cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the Content without T-Hub's express permission.

You may use information made available on the Website for downloading, provided that You (1) do not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) do not make any additional representations or warranties relating to such documents.

T-HUB may use such marks, logos, product images solely for promotional purposes owned by third parties and shall have no intention in whatsoever manner to acquire any intellectual property rights belonging to third parties.

## **7. DISCLAIMER AND LIMITED LIABILITY**

**USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) T-HUB DISCLAIMS ALL LIABILITY WHATSOEVER, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE IN RELATION TO THE WEBSITE; AND (B) ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS RELATING TO THE WEBSITE (WHETHER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE), INCLUDING (WITHOUT LIMITATION) ANY WARRANTY, TERM OR CONDITION AS TO ACCURACY, COMPLETENESS, SATISFACTORY QUALITY, PERFORMANCE, FITNESS FOR PURPOSE OR ANY SPECIAL PURPOSE, AVAILABILITY, NON INFRINGEMENT, INFORMATION ACCURACY, INTEROPERABILITY, QUIET ENJOYMENT AND TITLE ARE, AS BETWEEN T-HUB AND YOU, HEREBY EXCLUDED. IN PARTICULAR, BUT WITHOUT PREJUDICE TO THE FOREGOING, WE ACCEPT NO RESPONSIBILITY FOR ANY TECHNICAL FAILURE OF THE INTERNET AND/OR THE WEBSITE; OR ANY DAMAGE OR INJURY TO USERS OR THEIR EQUIPMENT AS A RESULT OF OR RELATING TO THEIR USE OF THE WEBSITE. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS OF USE AND USAGE OF THE WEBSITE.**

**You agree, understand and acknowledge that T-Hub assumes no responsibility with regard to acts/omissions of the TPSPs and shall not be liable in any manner whatsoever for any liability, loss, damage or compensation that is legally attributable to the TPSPs of the Services. The Company shall not be liable towards you or any person acting on your behalf, with regard to the quality, suitability or the intended use of the Services availed via the Website (whether directly or indirectly).**

The Company assumes no responsibility for any damages or viruses that may infect your computer equipment or other property on account of your access to, use of, or browsing of Website.

T-Hub has exerted reasonable efforts to ensure that all information published on the Website is accurate at the time of posting; however, there may be errors in such information for which we shall have no liability. We further reserve the right to modify or withdraw any part of the Website or any of its content at any time without notice at our sole discretion.

T-Hub does not warrant or endorse the effectiveness, quality or safety of the Service available on its Website. T-Hub accepts no responsibility for any loss or damage suffered due to your reliance on the Service reviews posted by other users/visitors of the Company.

## **8. LINK TO THIRD PARTY SITES**

This Terms apply to all the users of the Service. The Website may entail links to third party websites/app that are neither controlled not owned by the Company. The Company has no control over the content on such websites and therefore devolves itself of all the responsibilities for the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and miscellaneous materials you may come across /access through, or contribute to the service and the privacy policies, terms of service or practices of any third party websites/app. Further, the Company is not authorized to edit any third party's content. By using the Service, you expressly devolve the Company of all its liability arising from your usage of any third-party website/app.

## **9. INDEMNITY**

You, hereby, agree to indemnify and hold harmless the Company from and against any and all claims, charges, demands, damages, liabilities, losses, expenses, and liabilities of whatever nature and howsoever arising (including but not limited to any legal or other professional fees and the costs of defending or prosecuting any claim and any loss of profit, goodwill, and any other direct or consequential loss) incurred or suffered by the Company directly or indirectly by reason including but not limited to the following:

- your use/misuse of or access to the Website;
- your violation of these Terms;
- any activity related to your internet account (including negligent or wrongful conduct) by you or any other person accessing the Website using your internet account;
- from any transaction you conduct as a result of the contact facilitated by the Website;
- from your contents posted on the Website; or
- from your infringement of any intellectual property rights in any posting to or transmission via the Website.

## **10. RIGHTS OF T-Hub**

If T-Hub has suspicion or knowledge, that any of its users are involved in any activity that is intended to provide claims or information that is false, misleading or not genuine, then T-Hub may while reserving its rights to initiate civil and/or criminal proceedings against member may also at its sole discretion suspend, block, restrict, cancel the Services of such user and /or disqualify that user and any related users from availing Services through the Website.

T-Hub reserves its right to initiate civil and/or criminal proceedings against a user who, files an invalid and/or false claims or provides false, incomplete, or misleading information. In addition to the legal

proceedings as aforesaid, T-Hub may at its sole discretion suspend, block, restrict, cancel and/or disqualify that user and any related users from browsing the Website and suspend or cease providing any Services to such visitors/users/start-ups, with or without notice, and shall have no liability or responsibility to you in any manner whatsoever if it chooses to do so.

Notwithstanding the foregoing, if You breach the Terms of Use or Privacy Policy or other rules and policies, we reserve the right to recover any amounts due and owing by You to us and to take strict legal action against You.

## **11. INTELLECTUAL PROPERTY RIGHTS**

All existing and future Intellectual Property in the nature of unregistered or registered rights to any and all patents, copy rights, trademarks of T-Hub in Website, shall be the sole property of T-Hub.

All material on this Website, including but not limited to images, pictures, logos, Contents (“**Intellectual Property**”) are protected by copyrights, trademarks, and other intellectual property rights.

You acknowledge and agree not to use, reuse, and challenge any application, registration of any Intellectual Property, anywhere in the world. You shall not copy, reproduce, republish, upload, post, transmit or distribute Intellectual Property in any way, including by e-mail or other electronic means and whether directly or indirectly and You must not assist any other person to do so.

## **12. DECLARATIONS & ACKNOWLEDGEMENT BY USER**

- a. Some Services displayed on this Website may be offered by Third Party Service Providers.
- b. The Company shall not in whatsoever manner resolve or mediate any dispute or disagreement between the user/startups and Third Party Service Providers.
- c. This Website does not make any representation to the services offered by the Third Party Service Providers displayed in this Website.
- d. You understand, acknowledge and accept that the Company shall not held liable in whatsoever manner for any but not limited to actions, commissions, misconduct, fraud or negligence of Third Party Service Providers.
- e. This Website shall not guarantee the service quality, damage, price estimates etc. However, the Website may only displays an estimate for Services.
- f. In the event you avail our Services, you shall acknowledge T-Hub in your success stories.
- g. You acknowledge to enter into and execute separate agreements (“**Agreements**”), if required by T-Hub for all or any of the Services you wish to avail from T-Hub.

## **13. CONFIDENTIALITY OF INFORMATION**

You acknowledge to provide information to T-Hub in order to avail Services. These information may include Your business informations which shall be governed by “USAGE OF CONFIDENTIAL

INFORMATION". You are advised to go through the link [insert document link] to understand our policy with regard to the information shared by you to us.

Any feedback you provide to this Website shall be considered to be non-confidential. T-Hub shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, you agree that the Company is not under any obligation of confidentiality, express or implied, with respect to the feedback.

#### **14. PRIVACY**

We view protection of your privacy as a very important principle. We understand clearly that You and Your Sensitive Personal Information is one of our most important assets. We store and process Your Sensitive Personal Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. You are advised to go through our Privacy Policy placed in our Website.

#### **15. NOTICES & SERVICE MESSAGES**

You hereby agree that We may provide notices to you in the following ways:-

1. A banner notice on the service; or
2. An email sent to the email id mentioned by you; or
3. Through other means including but not limited mobile no, other contact no provided by you.

You, hereby, expressly consent to receive communications and newsletters from the Company by SMS and e-mails and in any other manner provided hereinabove. You can unsubscribe / opt-out from receiving communications from the Company at any time by sending us an email at [•].

#### **16. GOVERNING LAW**

These Terms shall be governed by and construed in accordance with Indian Law and you agree to submit to the exclusive jurisdiction of the Courts in Hyderabad.

#### **17. FORCE MAJEURE**

We shall not be liable for any failure to perform any Services, if the performance is barred or deferred by any event arising due to any cause beyond the reasonable control of T-Hub and in such case our obligations with regard to the Services shall be suspended for so long as such event continues.

#### **18. SEVERABILITY**



If any term or provision in this Terms shall be held illegal or enforceable, in whole or part, under any enactment or rule of law, such provision or part to that extent be deemed not to form the part of this agreement, but the validity and enforceability of the remainder of this agreement shall not be affected.

## **19. DISPUTE RESOLUTION**

All disputes relating to the validity, interpretation, enforcement or breach of this Agreement arising between the Parties shall be decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration panel shall consist of three (3) arbitrators, where each Party appoints one arbitrator and the two arbitrators shall appoint one (1) arbitrator. The venue of arbitration shall be at Hyderabad, India and the proceedings shall be in the English language.

## **20. MISCELLANEOUS**

- a. The Parties have read and understood this Terms and agree that it and any document referred to in this Terms along with other participating documents constitute the complete and exclusive statement of Terms between them with respect to the subject matter hereof and supersedes all proposals, representations, understandings including any prior agreement whether oral or written and all other communications between them relating thereto.
- b. The Startup hereby agrees and acknowledges not to enter into similar agreement/covenant or arrangement with any third party whereas T-Hub has the right to enter into similar agreement or arrangements to this Agreement.
- c. The Startup shall not assign nor shall attempt to assign any of its obligations or rights or transfer by novation any of its rights and obligations under this Agreement without the prior written consent of T-Hub. On the other hand, T-Hub may, in writing to the Startup: (a) assign any of its rights; or (b) transfer by novation any of its rights and obligations, under this Agreement to any other person.
- d. The Parties agree and acknowledge to work as an independent contractor and nothing under this Agreement shall constitute any relationship including but not limited to employer-employee, joint venture or any other relationship.
- e. The failure of either Party hereto at any time to enforce performance by the other Party of any provision of this Agreement shall in no way affect such Party's rights thereafter to enforce the same, nor shall the waiver by either Party of any breach of any provision hereof be deemed to be a waiver by such Party of any other breach of the same or any other provision hereof.

## **21. GRIEVANCE MECHANISM**

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Name: Sriram Birudavolu

Email: sriram.b@t-hub.co

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