

## **A. Introduction**

1. This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
2. **T-Hub Foundation**, a Company registered under Sec 8 of the Companies Act, 2013 having its registered office at IIIT-Hyderabad Campus, Gachibowli, Hyderabad – 500 032 (hereinafter referred as “**T-Hub**”, “**we**”, “**us**”, “**our**”) is engaged in the business of providing co-working space and world class incubation services to technology Applicant companies.
3. An Applicant can be – a coder, developer, technologist, and any aspirant – whose skill set matches the eligibility criteria mentioned on the program landing page.
4. The Program offered by T-Hub are subject to the Terms of use (“**Terms**”), available at our platform. By contacting us or by registering with us for the Program, you signify that you agree to these Terms and the Policies.

## **B. Acceptance of the Terms**

5. The Terms applies to every user who uses or accesses our platform. It also applies to any legal entity which may be represented by you under actual or apparent authority. In the event, You are not willing to accept the Terms, You shall not be authorized or allowed to proceed further to view or use in any manner any content, information, available or provided on platform or register for the Program.
6. The Terms along with other documents or other obligations required for the purpose of the Program, shall constitute as entire agreement and are subject to modifications, at the sole and absolute discretion of T-Hub. Further, T-Hub may from time to time formulate new policies for the Program. The most current version of the Terms will supersede all previous versions and your continuity about registration of the Program after any changes to the Policies or addition of new policies constitutes Your acceptance to be bound by the most recent version of the Terms.
7. You agree that by clicking “Apply Now” “Apply as an Individual”, “Apply as a Group” or similar, registering for the Program, you are entering into a legally binding agreement (even if you are registering on behalf of a company).
8. You acknowledge that T-Hub would have their selection process to select Applicants for the Program. This selection process would be in two levels in the manner pre-decided by T-Hub. You agree and acknowledge that T-Hub reserves the right to accept or reject your registration application based on its pre-determined screening process at its own discretion and you shall have no right to challenge the same in any manner. You acknowledge that T-Hub shall not liable to provide any rationale for the grades provided to you and T-hub shall decide the same at its sole discretion and such decision shall be final and binding on you.
9. For the purpose of these Terms, the screening process is as mentioned below:
  - a. As the Applicants apply online, In the first round of screening, all the applications will be screened initially by T-Hub to validate their current business, their relevance for the program and the potential of the Applicant to benefit from the program. The Applicants shortlisted in

the first round will be given an opportunity to participate in the program. In the second round, semi-finalists will attend a face-to-face interview for further selection as finalists.

10. You hereby agree and expressly acknowledge that you shall not defame T-Hub or its affiliates in any manner in case your application is rejected. You further acknowledge that you waive off your rights to dispute the decision of T-Hub, in all manner, with regard to your application.

11. You, hereby, expressly consent to receive communications and newsletters from T-Hub by SMS and e-mails. You can unsubscribe / opt-out from receiving communications and newsletters from T-Hub at any time by clicking on unsubscribe button.

### **C. General Registration Requirements**

12. To register for the Program, You are required to register with us (“**Account**”) by providing certain required information. When registering, it is mandatory that you provide us with complete, authentic and accurate information.

13. You acknowledge that it is your sole responsibility to maintain the confidentiality of your registration details at your end. You concur to ensure that you properly close all web pages after each visit or registering on our platform and immediately notify Us of any unauthorized use of Your Account or any other breach of security.

### **D. Usage of Content and Platform**

14. We grant you to visit our web-page and access to the contents, graphics and other information, documents and data (“**Content**”).

15. We grant you a personal, restricted, non-transferable, non-exclusive, and revocable license to use the Platform, the services, and the Content offered through the platform till the time of the termination of the Terms as set forth herein.

16. The Content are provided solely for Your personal and non-commercial use to assist you in training a particular subject You have registered for (“**Restricted Purpose**”) and You may download or save the Content only for the Restricted Purpose.

17. You are not permitted to reproduce, transmit, distribute, sub-license, broadcast, disseminate, or prepare derivative works of the Content, or any part thereof, in any manner or through any communication channels or means, for any purpose other than the Restricted Purpose, without Our prior written consent.

18. You hereby agree that You shall use the platform for Restricted Purpose as specified in these Terms and shall not use the platform for any unauthorized and unlawful purpose, including impersonating another person and shall not attempt to reverse-engineer, alter or modify any part of the platform or try to collect other users’/participants’ information in any manner.

19. You are prohibited from violating or attempting to violate the security of our website/web-page, including, without limitation the following activities: a. Accessing data not intended for such User or attempting to break into restricted content or logging into a server or account of other User;

b. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

c. Attempting to interfere with the Service to any User, host or network, including, without limitation, via means of submitting a virus to the Website, overloading,

“flooding”, “spamming”, “mailbombing”, “hacking” or “crashing”; or

d. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

### **E. Intellectual Property Rights**

20. While You are granted a limited and non-exclusive right to use the platform and the Content for the Restricted Purpose as set forth in these Terms, You acknowledge and agree that We are the sole and exclusive owner of the platform and its Content, text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, and artwork (“**Intellectual Property**”) and all such Intellectual Property Rights and other proprietary rights in the platform and the Content are vested on Us.

21. You acknowledge and agree that these Terms, other than permitting You to use the platform and the Contents for the Restricted Purpose, does not convey to You in any manner or form any right, title or interest of a proprietary, or any other nature in the platform and the Content.

22. 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.

### **F. Indemnity**

23. You hereby, agree to indemnify and hold harmless T-Hub 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 T-Hub directly or indirectly by Your act or omission.

### **G. Limitation of Liability and Disclaimer**

24. To the maximum extent permitted by law, T-Hub shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

(a) your access to or use of or inability to access or use of our platform; (b) any conduct or content of any party other than that of T-Hub, including without limitation, any defamatory, offensive, or illegal conduct; or (c) unauthorized access, use, or alteration of Content or information.

25. You expressly agree that use of the platform and the Content are at Your sole risk. We do not warrant that the platform or access to the Content will be uninterrupted or error/virus free; nor is there any warranty as to the results that may be obtained from the use of the platform or the Content or as to the accuracy or reliability of any information provided through the platform or the Content. In no event will We or any person or entity involved in creating, producing, or distributing the platform or the Content be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use the platform or the Content. T-Hub shall not be liable for any damages or viruses that may infect your computer equipment or other property on account of your access to, use of, or browsing in the platform.

26. The information provided in our platform is in general nature and “as is” basis and does not constitute an expert opinion. We disclaim all liabilities out of Your act/omission based on the Content present on our platform/web-page.

27. T-Hub disclaim all liability for any and all damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus,

communication line failure, theft or destruction or unauthorized access to, alteration of, or use of records or any other material, whether for breach of contract, negligence, or under any other cause of action.

28. You hereby specifically acknowledge that T-Hub is not liable for any defamatory, offensive, wrongful, or illegal conduct of third parties, or other users of the platform and the Content and that the risk of damage or injury from the foregoing rests entirely with each user.

#### **H. Rights of T-Hub**

29. If T-Hub has suspicion or knowledge, that any of the applicants are involved in any activity that is illegal, breaches any of the provisions of this Terms / Policies or intended to provide or provided 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 and reject your application.

#### **I. Confidentiality**

30. We expect you to provide us with complete and true information. We view protection of your privacy and confidentiality of your information as a very important principle. We understand clearly that you and your information is one of our most important assets. We store and process the information provided by you to us including any sensitive financial information or business information collected, if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with applicable laws.

31. However, you acknowledge that we may share your information with our partners who are involved in the Program, taking all appropriate steps to ensure the confidentiality of the information provided to us by you.

#### **J. Dispute Resolution**

32. Any claim or controversy that arises out of or relates to these Terms, services availed through the Platform, or the breach of it, the same shall be referred to a sole arbitrator nominated by VirtualLearn whose decision shall be final and binding upon the parties hereto. Such references shall be deemed to be a submission to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be in Hyderabad and the process shall be in English Language.

#### **K. Governing Law and Jurisdiction**

33. 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.

**M. Severability**

34. If any term or provision in the Term 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 the Term shall not be affected.

**N. Grievance Mechanism**

35. 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: Sameer Chhabra

Email: Sameer.chhabra@t-hub.co