

## Terms and Conditions for Participation

### 1. INTRODUCTION:

These Terms and Conditions ("Terms") govern the participation of any individual, startup, or enterprise ("Applicant" or "Participant") in the EcoHub.IN (the "Initiative"), implemented by Foundation for Resilience Actions ("RA" or "we" or "us"), a not-for-profit entity and funded by Re Sustainability Group ("RESL") as part of its CSR mandate. By applying to or participating in the Initiative, you (the Participant) agree to be bound by these Terms in their entirety.

These Terms should be read in conjunction with the Re Sustainability Privacy Policy and any Initiative-specific guidelines issued from time to time. In the event of a conflict between these Terms and any Initiative-specific guidelines, the Initiative-specific guidelines shall prevail.

### 2. DEFINITIONS

In these Terms, unless the context otherwise requires:

- "Applicant" means any individual, startup, or enterprise that decide to participate in EcoHub.IN Initiative.
- "Participant" means an Applicant who has been enrolled in the EcoHub.IN Initiative by RA.
- "Initiative" means the EcoHub.IN Identification, Acceleration, and Incubation activities.
- "RA" means Foundation for Resilience Actions, the implementing organisation of the Initiative.
- "RESL" means Re Sustainability Group, the CSR sponsor of the Initiative.
- "Application" means the Pitch Application Form submitted by an Applicant to seek participation in the Initiative.
- "Intellectual Property" or "IP" means all patents, trademarks, service marks, copyrights, trade secrets, know-how, proprietary processes, business methods, designs, and other intellectual property rights.
- "Confidential Information" means any non-public information relating to the Participant, RA, or RESL disclosed in connection with the Initiative.
- "Evaluators" means mentors, jury members, industry experts, and other individuals engaged by RA to assess Applications and provide support to Participants.

## **3. REGISTRATION AND APPLICATION**

### **3.1 Application Process**

Applicants must complete and submit the Pitch Application Form in its entirety. Incomplete applications may be disqualified. RA reserves the right to request additional information or clarification from any Applicant at any stage of the selection process.

### **3.2 Accuracy of Information**

By applying, the Applicant affirms that all information provided is accurate, complete, and truthful to the best of their knowledge. RA reserves the right to disqualify or remove any Applicant or Participant found to have provided false, misleading, or materially incomplete information, at any stage of the Initiative.

### **3.3 No Guarantee of Selection**

Submission of an Application does not guarantee selection into the Initiative. RA's selection decisions are final and at its sole discretion. RA is not obligated to provide reasons for non-selection.

## **4. INITIATIVE STRUCTURE AND SERVICES**

### **4.1 Nature of the Initiative**

EcoHub.IN is an accelerator and incubator initiative designed to identify, support, and scale emerging and innovative Small and Growing Businesses (SGBs) in India. For more details, please refer to EcoHub.IN FAQ document (Frequently Asked Questions).

### **4.2 No Financial Guarantee**

Participation in the Initiative does not guarantee financial investment, grant, or funding. Any funding discussions, introductions to investors, or grant facilitation are carried out on a best-effort basis and do not constitute a commitment by RA or RESL.

### **4.3 Initiative Modifications**

RA reserves the right to modify, suspend, or discontinue any element of the Initiative at any time, including the schedule, structure, mentors, or activities, with reasonable prior notice to Participants where practicable. RA shall not be liable for any loss arising from such modifications.

## 5. SHARING OF APPLICATION INFORMATION

By applying, the Applicant expressly consents to RA sharing the information contained in the Application, including but not limited to the enterprise description, founding team details, product information, traction data, financials, and pitch deck, with:

- Evaluators, mentors, and jury members engaged by RA for the purposes of shortlisting and Initiative support;
- RESL and its representatives;
- Partner organisations, Initiative stakeholders, and industry collaborators where necessary for Initiative activities.

Evaluators, and partners engaged by RA are bound by appropriate confidentiality obligations. However, Applicants are strongly advised not to include any information in their Application that they consider commercially sensitive or wish to protect under non-disclosure agreements. RA shall not be held responsible for any inadvertent disclosure of information marked as confidential in a submitted Application.

## 6. INTELLECTUAL PROPERTY

### 6.1 Ownership by Participant

Participants retain full ownership of all Intellectual Property developed by them prior to and during the Initiative. Participation in EcoHub.IN does not transfer, assign, or license any IP rights from the Participant to RA, RESL, or any third party, except as explicitly agreed in a separate written agreement.

### 6.2 Licence to RA for Initiative Purposes

By participating in the Initiative, the Participant grants RA a non-exclusive, royalty-free, non-transferable licence to use the Participant's name, logo, product description, and impact data solely for the purposes of:

- Initiative communication, reporting, and promotional materials;
- CSR and other relevant reporting by RA and RESL;
- Showcasing at events, publications, and media related to EcoHub.IN.

This licence does not extend to commercial exploitation of the Participant's IP by RA or RESL.

### 6.3 No Claims on Participant IP

RA and RESL make no claim to equity, ownership, revenue share, or licensing rights in any Participant's technology, product, or business as a condition of participation in the Initiative.

## 7. CONFIDENTIALITY

### 7.1 Participant's Obligations

Participants may, in the course of the Initiative, receive Confidential Information from RA, RESL, fellow Participants, mentors, or other stakeholders. Participants agree to:

- Keep all such Confidential Information strictly confidential;
- Not disclose Confidential Information to any third party without prior written consent; and
- Use Confidential Information solely for the purposes of their participation in the Initiative.

### 7.2 RA's Obligations

RA will treat Participant information with reasonable care and will take appropriate steps to protect the confidentiality of Application materials. However, as noted in Section 5, Applicants should exercise their own discretion regarding the commercial sensitivity of information disclosed in their Application.

### 7.3 Exceptions

Confidentiality obligations do not apply to information that: (a) is or becomes publicly known through no breach of these Terms; (b) was rightfully known to the receiving party prior to disclosure; (c) is received from a third party without restriction; or (d) is required to be disclosed by applicable law or a court of competent jurisdiction.

## 8. PARTICIPANT OBLIGATIONS

By accepting participation in the Initiative, each Participant agrees to:

- Engage actively and in good faith with all Initiative activities, including workshops, mentoring sessions, and review meetings;
- Provide accurate progress updates, impact data, and financial information as requested by RA during the Initiative;
- Maintain the confidentiality of information shared by other Participants and stakeholders;
- Behave professionally and respectfully towards all Initiative stakeholders, including RA staff, mentors, fellow Participants, and partners;
- Not use the EcoHub.IN name, logo, or affiliation for any purpose other than legitimate communication about their participation in the Initiative, without prior written consent from RA;
- Promptly notify RA of any material changes to their business, legal status, or founding team; and
- Comply with all applicable laws, regulations, and RA's Initiative guidelines.

## 9. PERSONAL INFORMATION AND PRIVACY

### 9.1 Collection and Use

RA collects personal information from Applicants and Participants, including names, contact details, professional backgrounds, and business information, for the purpose of administering the Initiative. This information is used to evaluate applications, communicate with Participants, provide Initiative services, and discharge CSR reporting obligations.

### 9.2 Privacy Policy

Personal information collected in connection with the Initiative is governed by the Re Sustainability Privacy Policy, which forms part of these Terms. By submitting an Application or participating in the Initiative, you consent to the collection, processing, and use of your personal information as described in the Privacy Policy.

### 9.3 Security

RA will take reasonable measures to protect personal data. However, RA cannot guarantee absolute security of data transmitted electronically and shall not be liable for any unauthorised access to personal information that occurs despite reasonable security measures.

## 10. RESTRICTIONS

Participants and Applicants shall not:

- Misrepresent their affiliation with EcoHub.IN, RA, or RESL to third parties;
- Use the Initiative, its resources, or its networks for any purpose that is unlawful, fraudulent, harmful, or contrary to the objectives of the Initiative;
- Transmit or publish any content through Initiative platforms that is defamatory, obscene, harassing, or infringes the rights of any third party;
- Engage in any activity that brings EcoHub.IN, RA, or RESL into disrepute;
- Solicit fellow Participants or Evaluators for personal commercial benefit outside the scope of the Initiative without RA's prior consent; or
- Reproduce or distribute materials, content, or resources provided by RA through the Initiative without prior written permission.

## **11. SUSPENSION AND DISQUALIFICATION**

RA reserves the right to suspend or disqualify an Applicant or Participant from the Initiative at any stage, with or without notice, if:

- The Participant has provided false or misleading information in their Application or during the Initiative;
- The Participant has breached these Terms or RA's Initiative guidelines;
- The Participant's conduct is considered harmful, unprofessional, or contrary to the interests of the Initiative or its stakeholders;
- The Participant has engaged in illegal or unethical activity; or
- RA has reasonable grounds to believe that continued participation is not in the best interests of the Initiative.

RA's decision to suspend or disqualify a Participant shall be final. Disqualified Participants shall not be entitled to any compensation, refund, or benefit on account of such disqualification.

## **12. DISCLAIMER OF WARRANTIES**

THE INITIATIVE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. RA AND RESL MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE INITIATIVE, INCLUDING BUT NOT LIMITED TO THE QUALITY, SUITABILITY, OR OUTCOMES OF MENTORSHIP, INTRODUCTIONS, TECHNICAL ASSISTANCE, OR OTHER SUPPORT PROVIDED. RA DOES NOT WARRANT THAT PARTICIPATION IN THE INITIATIVE WILL RESULT IN INVESTMENT, COMMERCIAL SUCCESS, OR ANY SPECIFIC BUSINESS OUTCOME.

## **13. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RA, RE SUSTAINABILITY LIMITED, THEIR OFFICERS, DIRECTORS, EMPLOYEES, EVALUATORS, AND PARTNERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INITIATIVE, INCLUDING LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF DATA, OR ANY OTHER LOSS, WHETHER OR NOT RA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION APPLIES TO THE FULLEST EXTENT PERMITTED BY LAW.

## **14. INDEMNIFICATION**

Each Participant agrees to indemnify and hold harmless RA, RESL, and their respective officers, directors, employees, and agents against any claims, damages, losses, costs, or expenses (including reasonable legal fees) arising from: (a) the Participant's breach of these Terms; (b) the Participant's violation of any applicable law or third-party rights; or (c) any inaccuracy or misrepresentation in information provided by the Participant in connection with the Initiative.

## 15. MODIFICATION OF TERMS

RA reserves the right to amend these Terms at any time. Where amendments materially affect the rights or obligations of Participants, RA will provide at least 30 days' advance notice by email to the primary contact address provided in the Application. Continued participation in the Initiative after the effective date of any amendment constitutes acceptance of the amended Terms. If a Participant does not agree to the amended Terms, they may withdraw from the Initiative by notifying RA in writing.

## 16. WITHDRAWAL AND INITIATIVE EXIT

A Participant may withdraw from the Initiative at any time by providing written notice to RA. Withdrawal does not affect any obligations or licences already accrued under these Terms. RA does not provide any compensation or refund upon withdrawal.

## 17. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of India. Any dispute, controversy, or claim arising out of or in connection with these Terms, or the Initiative, shall be subject to the exclusive jurisdiction of the courts of Hyderabad. RA and the Participant shall endeavour to resolve disputes amicably in the first instance.

## 18. GENERAL PROVISIONS

- These Terms, together with the EcoHub.IN Privacy Policy and any Initiative-specific guidelines issued by RA, constitute the entire agreement between the Participant and RA with respect to the Initiative, and supersede all prior representations, communications, or agreements.
- If any provision of these Terms is held to be invalid, unlawful, or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.
- Failure by RA to enforce any provision of these Terms shall not constitute a waiver of that provision or RA's right to enforce it in the future.
- Participants may not assign their rights or obligations under these Terms to any third party without the prior written consent of RA. RA may assign its rights and obligations under these Terms to a successor organisation or to Re Sustainability Limited.
- Participants may not assign their rights or obligations under these Terms to any third party without the prior written consent of RA. RA may assign its rights and obligations under these Terms to a successor organisation or to Re Sustainability Limited.
- RA shall not be liable for any failure or delay in performing its obligations under these Terms where such failure or delay is caused by events beyond its reasonable control, including natural disasters, pandemics, government actions, civil unrest, or infrastructure failures.

## **19. CONTACT AND GRIEVANCE REDRESSAL**

For any questions, concerns, or grievances relating to the Initiative or these Terms, Participants may contact RA at:

Email: [info@resilience.org.in](mailto:info@resilience.org.in)

Grievances should be submitted with the subject line "EcoHub.IN Grievance" and will be acknowledged within 7 business days and addressed within 30 business days.