

Terms & Conditions

THIS PROGRAM IS OPEN ONLY TO STARTUP COMPANIES THAT MEET THE ELIGIBILITY CRITERIA DESCRIBED BELOW.

The Google for Start-Ups Accelerator program (the “Program”) is run by Google Information Technology (China) Co., Ltd., whose principal place of business is at 6F, Raycom InfoTech Park Tower B, No.2 Kexueyuan South Road, Haidian District, Beijing, 100190, P.R.China (“Google”).

To be considered for selection to the Program, all interested developers (whether an independent developer (“Individual”) or a business (“Business”) which may be represented by a representative of the Business (e.g. an employee or director) (“Representatives”), together “Developers” or “you”) must read and agree to these terms and conditions of the selection process (“Terms”). By submitting an application, you agree that these Terms will apply. Developers will not be considered for participation in the Program unless they agree to these Terms. Businesses agree that if Representatives click the checkbox in the registration form, this will constitute agreement to these Terms. The Representative accepting the Terms on behalf of Business warrants that he or she has full power and authority to do so. Participation in the Program and in this selection process is purely voluntary. Please do not apply to participate in the Program if you do not agree with these Terms and/or if you do not want your personal data processed.

1. Eligibility

1.1. To be eligible for selection to the Program, the following conditions must be satisfied throughout the duration of the Program:

- a. Business must be established and have a billing address in mainland China (each, an “Eligible Territory” and collectively, the “Eligible Territories”).

- b. Individual must be a resident of an Eligible Territory.
- c. Developer must not be: (i) resident of a US embargoed country, (ii) ordinarily resident in a US embargoed country, or (iii) otherwise prohibited by applicable export controls and sanctions programs from participating in the Program, or (iv) a wholly or partially state-owned entity or an employee of the government or of a government-controlled entity.
- d. Individuals and Representatives must be at least 18 years of age or the age of consent pursuant to the laws of their country of origin (whichever is higher) at the time of making a submission.
- e. You will provide your Representatives with a copy of these Terms. You will, and will ensure that your Representatives will, comply with all laws, regulations (including but not limited to local laws and regulations) and your fiduciary obligations, which are applicable to your submission, including but not limited to anti-bribery laws.
- f. Developers and Representatives must not be employees, officers, or directors of Google, its subsidiaries and affiliated companies, or be the immediate family or living in the households of any such persons.

1.2. Representatives acknowledge that any Program benefits will inure to their Business and not to them individually.

1.3. All determinations of eligibility will be made at Google's sole and absolute discretion, acting reasonably. Google reserves the right to verify eligibility and to adjudicate on any related dispute at any time. No correspondence will be entered into.

2. How to Participate

Submission

2.1. To join the selection process for the Program, you must:

- a. Have a valid Google account. Representatives must have the authority to access and use the Google account on behalf of the Developer.
- b. visit the Program website located at <https://startup.googlecnapps.cn/accelerator/> and follow the instructions to submit an application in the prescribed form (the "Application") in order to be selected as participant to the Program ("Participant").
- c. An Application is not complete unless and until you submit an online Application Form. The Application must be in English/Mandarin and meet the Application Requirements, as described in this Section.
- d. Applications are void if they are in whole or in part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. All Applications will be deemed made by the authorised account holder of the email address submitted at the time of entry, and the person submitting an Application may be required to show proof of being the authorised account holder for that email address. The "authorised account holder" is the natural person authorised by the Developer to submit an Application and assigned to an email address by an Internet service provider, online service provider, or other organisation responsible for assigning email addresses for the domain.
- e. Multiple Applications can be submitted by a Developer, but only one Application per Developer may be selected.

2.2. All data/information provided through the registration process must be complete and correct. You represent that your business and operations, product and service described in the Application do not and will not (i) violate any applicable laws, (ii) infringe any third party's proprietary rights, intellectual property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or your confidentiality obligations to any third party (collectively, "Intellectual Property Rights"), and (iii) violate any applicable policies of third party products or services essential for your business, operations, products and services.

2.3. Submission of entries for the Program selection process begins at 25 May 2023, 00:00 GMT+8 and ends at 30 June 2023 23:59 GMT+8 (the “Submission Period”). All entries must be submitted during the Submission Period. Any entries received after the Submission Period will automatically be disqualified.

3. Selecting the Program Participants

3.1. After the Submission Period, the submissions will be reviewed by a panel of Google evaluators, which will evaluate the entries in accordance with the criteria set out in these Terms.

3.2. *Initial evaluation.* The submissions will be evaluated based on the following criteria:

(a) Stage of Business. Is the startup at a stage where they can best utilize and benefit from Google’s resources? Has the team already launched the product, or do they plan to launch one within 6 months? Does the team demonstrate proven traction, preferably with quantitative data such as proofs of seed or series A funding?

(b) Team. Does the team demonstrate potential to make quick progress if given access to Google’s resources? Is the team complete with a CEO, a CTO and a CMO, all of whom work full time? How big is the team? Does the team demonstrate a dedication to give back to the community?

(c) Business Type. Does the startup have a type of business that would most benefit from having access to Google resources and expertise? Does the team provide a unique and technology-based solution to tackle an important, high-impact issue?

Google may request Applicants to submit additional information that Google deems necessary. Unless otherwise specified in the request, Applicant must respond to the request for additional information within 2 business days.

3.3 Final Evaluation. On or around 25 August 2023, Google will notify Developers who are selected to proceed to the next stage of the selection process (the “Shortlisted Developers”) where Google will decide the final list of Program Participants. In this stage, Google will conduct due diligence and/or interviews to verify and assess details of the Application.

3.3. All decisions by Google regarding Participants will be final and binding. No correspondence will be entered into. Google has sole discretion for the evaluation and selection of Shortlisted Developers and the final list of Participants. Google is not required to notify Developers who are not selected of its decision nor required to give any explanation to Developers who are not selected for any reason. Without limiting the generality of the foregoing, Google may disqualify any Developer from the Program if Google reasonably determines such Developer violates these Rules.

4. Notification of Participants and Participants’ Obligations

4.1. Google will notify Participants by sending an email to the address provided in the submission on or around 25 Aug 2023.

4.2. Google reserves the right in its reasonable discretion to change the dates and manner of staging the Program events. No cash equivalent of the Program benefits can be claimed. Program benefits are non-replaceable, non-transferable.

4.3. You may be required to confirm your acceptance of the Program terms and conditions

through an agreement with Google and/or its affiliates (“Program Agreement”) within seven (7) days from notification, in order to participate in the Program. You may also be required to submit a declaration of eligibility and/or publicity release in order to participate in the Program.

4.4. Google is not responsible for lost, late, misdirected, mutilated, incomplete and illegible submissions, or for electronic transmission errors, theft or destruction or unauthorized access to or alterations of entry, technical malfunctions of any kind. Submissions are void if they are in whole or in part incomprehensible, incomplete, damaged, irregular, altered, counterfeit, produced in error, forged, mechanically reproduced or obtained through fraud or theft.

4.5. Google will not be liable for unsuccessful efforts to notify a Participant. If a selected Developer declines to participate, or does not respond to the notification within 5 working days or fails to comply with all Program requirements, including signing the Program Agreement, fails to abide by these Terms or is ineligible, or is otherwise not able to participate in the Program for any reason, Google may, but is not required to, select an alternative Participant from all remaining Developers.

4.6. If you are selected as a Participant, you will be solely responsible for ensuring that you comply with applicable tax laws, and filing requirements.

5. Program Benefits

5.1 Participants will receive benefits and support from Google (“Benefits”) as described at: <https://startup.googlecnapps.cn/accelerator/>. Google reserves the right to change Benefits at its discretion, from time to time, for any reason and without prior notice to Participants. No transfer, substitution or cash equivalent of Benefits is allowed. All Participants will receive Benefits for free but unless expressly included in its description, any expenses they incurs as a result of, or in relation to their participation in the Program (such as devices, internet connection, business

supplies, travel and lodging (if relevant)) will be the sole responsibility of the Participant. Benefits will include mandatory sessions to be attended by all Accelerator Participants as designated by Google. Access to Benefits will commence on such date in **August 2023** as specifically designated by Google.

5.2. Key dates for the Program events (“Program Events”) are as follows (all dates are in 2023 and in Beijing Times):

Thur, 25 May	: Launch
Thur, 25 May to Fri 30 Jun	: Application period
Fri 30 Jun	: End of application period
Early Sep	: Announcement/Notification of selected Participants
Early Sep	: Bootcamp Week
Sep to Nov	: Mentor Session
Dec	: Offline Demo Day

Google reserves the right to change the dates, venue and/or manner of conducting the Program Events, at its sole discretion.

6. Privacy

6.1. You acknowledge, hereby accept and recognise, under the laws and regulations governing data protection in your country that Google may collect, store, share and otherwise use personally identifiable information provided during registration for the Program. By entering into the Program and providing your personally identifiable information you consent that Google will use this information for the purpose of the Program only and will process any such personal information in accordance with its Privacy Policy (<http://www.google.com/policies/privacy/>). If

you do not consent to the processing of your personally identifiable information as described here and detailed in the Privacy Policy, you will not be able to enter and participate in the Program.

6.2. Your information may also be transferred to countries outside your country of residence, including the United States, all countries included in clause 1.1(a) , as well as all other countries in the European Union and European Economic Area. Such other countries may not have privacy laws and regulations similar to those of your country of residence. By your acceptance of the provisions of paragraph 6.1 above, you accept the transfer of your identifiable information to countries outside of your country of residence.

6.3. Participants have the right to request access, review, rectification or deletion of any personal data held by Google in connection with the Program by writing to Google at the following address: Privacy Matters, c/o Google, 6F, Raycom InfoTech Park Tower B, No.2 Kexueyuan South Road, Haidian District, Beijing, 100190, P.R.China.

7. Intellectual Property Rights

7.1. As between Google and you, you retain ownership of all intellectual property rights (including moral rights) in and to any content submitted by you as part of your entry into the Program. By submitting an entry to be considered for the Program, you grant Google, its affiliates, agents and partner companies, an irrevocable, worldwide, non-exclusive and, unless otherwise agreed, royalty free licence for the maximum amount of time permitted by the applicable law in the entry to use, copy, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display your submission for any purpose connected with the Program, such as, but not limited to: (1) for the purposes of allowing Google and the evaluators to evaluate your entry for purposes of the Program and identifying Participants to the public, and (2) for the purposes of advertising and promotion, and press and media communications.

7.2. You promise that you are entitled to any intellectual property rights in your submission and that you have not copied your submission, in whole or in part, from any other existing work to which you do not have exclusive intellectual property rights. You agree to indemnify and hold Google harmless against any third party legal proceeding arising from an allegation that the submission infringes or misappropriates any third party's rights, including intellectual property rights.

7.3. By agreeing to participate in the Program, Participant grants to Google and its affiliates a worldwide, irrevocable, sub-licensable, and non-exclusive licence to use Participant's name, business name, brand features and website address for advertising and promotional purposes (including, without limitation, the promotion of the Program) for the full period of protection of any applicable intellectual property laws.

7.4. Participants agree to participate in any media or promotional activity regarding the Program and, in that event, will grant to Google and its affiliates, to the extent permitted under applicable law, a worldwide, irrevocable, sub-licensable, and non-exclusive licence to use Participant's name, image and likeness for advertising and promotional purposes.

8. Right to cancel, modify or disqualify

8.1. If for any reason, the Program is not capable of running as planned (which may include tampering, unauthorized intervention, fraud, technical failures, printing errors, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Program), Google may, at its sole discretion, cancel, terminate, modify or suspend the Program.

8.2. Google may, acting reasonably: (a) disqualify any Developer who tampers with the submission process or any other part of the Program process or whose conduct is contrary to the spirit of the Terms or the intention of the Program and declare void its submission based on such conduct; or (b) declare void submissions resulting from any errors materially affecting the selection process or the number of Developers.

9. Limitation of Liability

To the maximum extent permitted by law, you agree to indemnify and keep indemnified Google and its affiliates at all times from and against all liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omissions by you and or a breach of any warranty by you detailed herein. You indemnify and agree to keep indemnified Google and its affiliates at all times from and against any liability, actions, claims, demands, losses, damages costs and expenses for or in respect of which Google and its affiliates will or may become liable by reason of or related or incidental to any act, default or omission by you under these rules including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to those rules. To the maximum extent permitted by law, you agree to hold Google and its affiliates, its respective Directors, Officers, Employees and assigns harmless for any injury or damage caused or claimed to be caused by participation in the Program and/or use or acceptance of any Program benefit.

10. Severability

If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions will remain in full force and effect.

11. Google Play

For the avoidance of doubt, distribution of the apps by Developers through Google Play is governed by the Developer Distribution Agreement found at

<https://play.google.com/about/developer-distribution-agreement.html> (or such other URL as Google may specify), or any other similar agreement for distribution of the apps provided by Google or its affiliates, but not, these Terms.

12. Governing Law and Jurisdiction

(A) All claims arising out of or relating to These Terms (“Dispute”) will be governed by the laws of the People’s Republic of China (“PRC”), excluding the PRC’s conflict of laws rules.

(B) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the China International Economic and Trade Arbitration Commission (“CIETAC”) in accordance with the CIETAC Arbitration Rules in force as of the date of These Terms (“Rules”).

(1) There will be three arbitrators who will be appointed as follows: each party will appoint an arbitrator, and the party-appointed arbitrators will nominate a chairperson within 30 days after the confirmation of the last party-appointed arbitrator. If the party-appointed arbitrators fail to nominate a chairperson within 30 days after the confirmation of the last party-appointed arbitrator, CIETAC will nominate a chairperson. The chairperson may be appointed from outside CIETAC’s panel of arbitrators in accordance with the Rules.

(2) The arbitration will be conducted in English in Beijing, PRC.

(3) Pre-hearing information exchange will be limited to the reasonable production of relevant, non-privileged documents and carried out expeditiously.

(4) Except in extraordinary circumstances, the parties intend to

conclude the arbitration proceedings within 60 days from the date the final arbitrator is appointed. The arbitral tribunal may extend this time limit in the interests of justice. Failure to adhere to this time limit will not constitute a basis for challenging the award.

(5) To the extent permitted by PRC law, and without waiving any other remedy under These Terms, either party may apply to the arbitral tribunal (and any competent court) for equitable or injunctive relief necessary to protect its rights or property pending resolution of the arbitration. The arbitral tribunal may order equitable or injunctive relief consistent with the remedies and limitations in These Terms.

(6) The arbitral tribunal will not act as *amiabile(s) compositeur(s)* or *ex aequo et bono*.

(7) The arbitral tribunal's decisions will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.

(8) Any arbitral proceeding conducted in accordance with this Section will be considered confidential information, including (A) the existence of, (B) any information disclosed during, and (C) any oral communications or documents related to the arbitration proceedings. The parties may also disclose the information described in this Subsection (8) to a competent court as may be necessary to execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).

(9) The parties will pay the arbitrators' fees, the arbitrators' appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitral tribunal will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.

(10) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitral tribunal's final decision regarding the Dispute.

(C) If the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are otherwise applicable, the parties expressly exclude them from applicability under These Terms.

13. Language.

These Terms may be translated into any other language for reference purposes only, and if there is a discrepancy between the English text and the text of the other language, the English text shall prevail.

条款及条件

本计划仅向符合下述资格条件的创业公司开放。

谷歌出海创业加速器计划(简称“本计划”)由谷歌信息技术(中国)有限公司 运作,其主要营业地点位于中国北京市海淀区科学院南路 2 号融科资讯中心 B 座 6 层,邮编 100190(简称“谷歌”)。

凡是对本计划有意向的开发者(统称“开发者”或“您”),无论是独立开发者(简称“个人”),还是可能委派代表(例如员工或董事,简称“代表”)参加的企业(简称“企业”),都必须阅读并同意遴选流程的下述条款及条件(简称“条款”),才会被考虑入选本计划。您提交申请,即表示您同意遵守这些条款。开发者若不同意这些条款,则不会被考虑入选。企业须同意,如果其代表勾选报名表中的复选框,即表示同意这些条款。代表企业接受这些条款的代表须保证自己完全有权这样做。参与本计划及此遴选流程完全出于自愿。如果您不同意这些条款且/或您不希望谷歌处理您的个人数据,请勿申请参与。

1. 资格条件

1.1. 要想获得入选资格,在本计划持续期间必须始终满足以下条件:

- a. 企业的创办地和账单邮寄地址必须在中国大陆(以下用“符合条件的地区”指代)。
- b. 个人必须为符合条件的地区的居民。
- c. 开发者:(i) 不能是美国禁运国家/地区的居民;(ii) 不能是美国禁运国家/地区的常住居民;(iii) 不能在其他方面受到适用出口管制和制裁措施的限制而无法参与本计划;(iv) 不能是完全或部分国有的实体、政府雇员或政府控制的实体。
- d. 个人和代表在提交申请时,必须年满 18 周岁或达到其原籍国/地区的法律所规定的同意年龄(以较高者为准)。
- e. 您须向您的代表提供这些条款的副本。您须遵守并确保您的代表也遵守在提交申请时适用的所有法律、法规(包括但不限于当地的法律和法规)以及信义义务,包括但不限

于反贿赂法。

- f. 开发者和代表不能是谷歌及其子公司和关联公司的员工、管理人员或董事，也不得是上述人员的直系亲属或与上述人员居住在一起。

1.2. 代表确认知悉，本计划的任何权益皆由其所代表的企业(而非其个人)享有。

1.3. 参与资格完全由谷歌基于合理判断自行认定。谷歌保留随时核实参与资格以及对任何相关争议进行裁决的权利。不接受任何质疑或异议。

2. 参加方式

提交申请

2.1. 要参与本计划的遴选流程，您必须满足以下要求：

- a. 有一个有效的 Google 帐号。开发者若委派代表参与，则必须授权代表代为访问和使用其 Google 帐号。
- b. 访问本计划的网站(网址为 <https://startup.googlecnapps.cn/accelerator/>)，然后按照其中的说明以规定的形式提交申请表(简称“申请”)，申请被选为本计划的学员(“学员”)。
- c. 只有您提交了在线申请表，才算完成申请。申请表必须以英语/普通话填写，并符合本节中所述的申请要求。
- d. 申请表若全部或部分内容模糊不清、不完整、出现破损、遭到篡改、系属伪造、通过欺诈手段获得或者逾期提交，一概无效。所有申请都将被视为由报名时提交的电子邮箱的授权帐号持有人所提交，且提交申请的人员可能需要出示证据证明自己是该电子邮箱的授权帐号持有人。“授权帐号持有人”是指获得了开发者授权而可以提交申请，并由互联网服务提供商、在线服务提供商或其他负责为相应域名分配电子邮箱的组织分配

了电子邮箱的自然人。

e. 同一开发者可以提交多份申请, 但每个开发者只有一份申请可能入选。

2.2. 通过报名流程提供的所有数据/信息都必须完整无误。您须声明, 您在申请表中所述的业务、运营、产品和服务现在及将来均不会:(i) 违反任何适用的法律;(ii) 侵犯任何第三方的专有权利、知识产权、人身权、著作人身权或任何其他权利, 包括但不限于版权、商标权、专利权、商业机密权、隐私权、形象权或您对任何第三方负有的保密义务(统称“知识产权”);(iii) 违反对您的业务、运营、产品和服务至关重要的第三方产品或服务所适用的任何政策。

2.3. 本计划的遴选流程于 2023 年 5 月 25 日 00:00 (GMT+8) 开始接受申请, 提交截止时间为 2023 年 6 月 30 日 23:59 (GMT+8)(简称“提交期”)。所有参选申请都必须在提交期内提交。凡在提交期过后提交的参选申请, 一概被自动认定为不符合条件。

3. 遴选计划学员

3.1. 提交期过后, 谷歌评委会将审核所提交的内容, 按照这些条款中规定的标准来评选参选者。

3.2. 初评。评委会将按照以下标准来评选提交的内容:

(a) 创业阶段。这家创业公司是否处在能充分利用和受益于谷歌资源的阶段? 该团队是否已经发布了产品, 或者打算在 6 个月内发布产品? 该团队是否通过事实展现了这家企业的增长动力? 最好有定量数据可以说明, 比如获得种子轮或 A 轮融资的证明。

(b) 团队。该团队是否展现出在获得谷歌资源后可快速取得进步的潜力? 该团队是否配齐了首席执行官 (CEO)、首席技术官 (CTO) 和首席营销官 (CMO), 且所有这些高管都在这家公司全职工作? 该团队的规模有多大? 该团队是否表现出了回馈社区的奉献精神?

(c) 业务类型。这家创业公司的业务类型能否充分受益于谷歌提供的资源和专业知识？该团队是否提供独特的技术性解决方案来解决有显著影响的重大问题？

如果谷歌认为有必要，可能会要求申请人再提交一些其他信息。这种情况下，除非谷歌在索取其他信息时另有说明，否则申请人必须在 2 个工作日内予以响应。

3.3 终评。2023 年 8 月 25 日前后，谷歌会向获选参与下一阶段遴选流程的开发者（简称“入围开发者”）发出通知，谷歌会在这一阶段决出本计划学员的最终名单。在这一阶段，谷歌会开展尽职调查和/或面试，以核实和评估申请表中的细节。

3.3. 谷歌就学员名单作出的所有决定均为最终决定且具有约束力。不接受任何质疑或异议。对于入围开发者和最终学员名单的评选，谷歌有自主决定权。谷歌不需要向未入选的开发者通知这一决定；不管开发者出于何种原因未入选，谷歌都不需要向其作出任何解释。在不限限制前述规定的普遍适用性的前提下，如果谷歌有合理的理由认定任何开发者违反了这些规定，谷歌可取消此开发者参与本计划的资格。

4. 通知学员的方式和学员负有的义务

4.1. 谷歌将在 2023 年 8 月 25 日前后，向学员在提交的申请表中填写的邮箱发送一封电子邮件，以此来通知学员。

4.2. 谷歌保留基于其合理判断自主更改本计划的活动举办日期及举办方式的权利。学员不得要求提供与本计划的权益具有同等价值的现金。本计划的各项权益不可更换，也不能转让。

4.3. 要参与本计划,您可能需要在收到通知后的七 (7) 日内,通过与谷歌和/或其关联公司签署协议(简称“计划协议”)来确认您接受本计划的条款及条件。您可能还需要提交一份资格声明和/或形象使用授权书,才能参与本计划。

4.4. 若提交的内容丢失、逾期、误投、残缺、不完整、字迹模糊,参选申请出现电子传输错误、失窃、损毁、遭到未经授权的访问或篡改,或者出现任何类型的技术故障,Google 概不负责。提交的内容若全部或部分难以理解、不完整、出现破损、不合规范、遭到篡改、系属伪造、属于误制作、系属假冒、是借助机械复制的,或者通过欺诈或盗取手段获得,一概无效。

4.5. 如果谷歌未能成功通知学员,谷歌不承担任何责任。如果入选的开发者拒绝参与本计划,在收到通知后的 5 个工作日内不予回复,未能遵守本计划的所有要求(包括签署计划协议),未能遵守这些条款,本身不合格,或者因任何其他原因而无法参与本计划,谷歌可以(但并非必须)从其余的所有开发者中选择一位来代替此开发者参与。

4.6. 如果您被选为学员,您需要自行负责确保遵守适用的税法及税务申报要求。

5. 计划权益

5.1 学员将享受到谷歌提供的各种权益和支持(简称“权益”);如需了解具体有哪些权益,请访问:<https://startup.googlecnapps.cn/accelerator/>。谷歌保留在不事先通知学员的情况下,出于任何原因不时自行调整计划权益的权利。权益不得转让、替换,也不能折合成同等价值的现金。所有学员都将免费享有计划权益,但对于学员因参与本计划而产生的或与其参与本计划相关的任何开支,比如设备开支、联网费用、商务用品开支、差旅费和住宿费(若适用),除非明确包含在计划说明中,否则将由学员自行承担。权益中将包括必学的培训课程,谷歌指定的所有加速器学员都必须参加此类课程。学员将从 **2023 年 8 月** 的某个日期开始享有计划权益,具体日期由谷歌专门指定。

5.2. 本计划各项活动(简称“计划活动”)的主要日程安排如下(所有日期均为 2023 年的日期,且采用北京时间 [SGT]):

5 月 25 日(星期四)	: 正式启动
5 月 25 日(星期四)至 6 月 30 日(星期五)	: 申请期
6 月 30 日(星期五)	: 申请截止
9 月上旬	: 公布/通知入选的学员
9 月上旬	: 开营日
9 - 11 月	: 创业课程及一对一辅导
12 月	: 线下展示日

谷歌保留自行调整计划活动的举办日期、举办场地和/或举办方式的权利。

6. 隐私保护

6.1. 您确认知悉、在此接受并认可,谷歌可能会依照您所在国家/地区的数据保护法律和法规,收集、存储、分享以及通过其他方式使用您在报名参与本计划的过程中提供的个人身份信息。参与本计划的评选并提供您的个人身份信息,即表示您同意谷歌仅出于开展本计划的目的使用这些信息,并依照其隐私权政策 (<http://www.google.com/policies/privacy/>) 处理任何此类个人信息。如果您不同意谷歌按照此处的说明及其隐私权政策中的详细规定处理您的个人身份信息,您将无法参与和参与本计划。

6.2. 您的信息可能会被传送到您所居住的国家/地区以外的国家/地区,包括美国、第 1.1(a) 条中包含的所有国家/地区,以及欧盟和欧洲经济区包含的所有其他国家/地区。此类其他国家/地区可能未出台与您所居住的国家/地区类似的隐私保护法律和法规。接受上文第 6.1 段中的条款,即

表示您同意将您的身份信息传送到您所居住的国家/地区以外的国家/地区。

6.3. 学员有权致信谷歌来申请访问、查看、纠正或删除 Google 保有的任何与本计划相关的个人数据, 收信人为: 中国北京市海淀区科学院南路 2 号融科资讯中心 B 座 6 层(邮编 100190)谷歌转呈隐私事务部门。

7. 知识产权

7.1. 您在报名参与本计划的过程中提交的任何内容所包含和附带的一切知识产权(包括著作人身权)全都归您(而非谷歌)所有。提交本计划的参选申请, 即表示您向谷歌、其关联公司、代理人及合作伙伴公司授予一项不可撤消、全球适用、非专有且免版税(除非双方另外达成一致)的许可, 允许其在适用法律允许的最长期限内, 出于同本计划相关的任何目的, 使用、复制、重现、改编、修改、出版、分发、公开演示、公开展示您提交的内容和基于这些内容创作衍生作品。上述目的包括但不限于:(1) 让谷歌和评委能够为开展本计划而评估您的参选申请以及向大众公布学员身份;(2) 用于广告和宣传, 以及新闻和媒体传播。

7.2. 您须保证, 您享有所提交的内容中包含的一切知识产权, 且所提交的全部或部分内容均不是从您没有专属知识产权的任何其他现有作品抄袭而来。您同意, 如果有任何第三方声称您所提交的内容侵犯或盗用了其权利(包括知识产权), 您须就由此产生的任何第三方法律诉讼向谷歌赔偿, 使谷歌免受损害。

7.3. 同意参与本计划, 即表示学员向谷歌及其关联公司授予一项全球适用、不可撤销、可再许可且非专有的许可, 以允许谷歌及其关联公司将学员的姓名、企业名称、品牌特征和网站地址用于广告和宣传目的(包括但不限于对本计划的宣传), 许可时限为任何适用的知识产权法规定的整个保护期。

7.4. 学员同意参加与本计划有关的任何媒体或宣传活动, 并且, 若参加这类活动, 会在适用法律

允许的范围内向谷歌及其关联公司授予一项全球适用、不可撤销、可再许可且非专有的许可，以允许谷歌及其关联公司将学员的姓名、图片和肖像用于广告和宣传目的。

8. 取消本计划、修改本计划或取消参与资格的权利

8.1. 如果本计划因任何原因(可能包括出现篡改、未经授权的干预、欺诈、技术故障、印刷错误, 或者任何其他会干扰或影响本计划的管理、安全性、公正性、诚信或正常开展的原因)而无法按计划开展, 谷歌有权自主决定取消、终止、修改或暂停本计划。

8.2. 谷歌可基于合理判断采取如下行动:(a) 如有任何开发者干扰提交流程或本计划流程的任何其他环节, 或者其行为违背了本计划条款的精神或本计划的宗旨, 则取消该开发者的参与资格, 并根据这种行为宣布该开发者提交的申请无效;或者 (b) 如果提交的申请中有任何错误对遴选流程或开发者数量有实质性影响, 则宣布此类申请无效。

9. 责任限制

您同意, 在法律允许的最大限度内, 对于因您的任何行为、失责或疏忽和/或您违反您在本计划条款中作出的任何保证而导致的一切责任、索赔、要求、损失、损害、费用和支出, 您都会向谷歌及其关联公司赔偿, 使谷歌及其关联公司在任何情况下均免于赔偿责任。如果依据这些规则, 您的任何行为、失责或疏忽将会或者可能导致、牵连或连带谷歌及其关联公司承担或面临任何责任、诉讼、索赔、要求、损失、损害、费用和支出, 包括但不限于您违反、不遵守这些规则、面对这些规则时因疏忽或其他原因而作为或不作为所导致的或与之相关的上述情况, 您都需要向谷歌及其关联公司赔偿, 并同意使谷歌及其关联公司在任何情况下均免于赔偿。在法律允许的最大限度内, 对于因为(或声称因为)参与本计划和/或使用或接受本计划的任何权益而造成的任何伤害或损害, 您都同意确保谷歌及其关联公司以及各自的董事、管理人员、员工和受让人免于承担任何责任。

10. 可分割性

如果这些条款中有任何条款被判定为无效或无法执行, 所有其余条款仍将完全有效。

11. Google Play

为免疑义, 特此说明: 开发者通过 Google Play 分发应用时应遵守载列于

<https://play.google.com/about/developer-distribution-agreement.html> (或谷歌可能指定的其他链接网址) 的《开发者分发协议》, 或者谷歌或其关联公司提供的任何其他类似的应用分发协议, 而不是这些条款。

12. 管辖法律和管辖区

(A) 所有由这些条款引起或与之相关的索赔(简称“争议”)均受中华人民共和国(简称“PRC”)的法律(不包括 PRC 的法律冲突规则)管辖。

(B) 双方须在争议发生后 30 天内, 本着善意原则努力解决争议。如果争议在 30 天内未能解决, 则必须交由中国国际经济贸易仲裁委员会(简称“CIETAC”)根据这些条款生效之日起适用的 CIETAC 仲裁规则(简称“仲裁规则”)予以仲裁解决。

(1) 仲裁时将会有三位仲裁员出庭, 这三位仲裁员的人选按如下方式指定: 每一方将分别指定一位仲裁员, 在确认第二位仲裁员后的 30 天内, 双方指定的仲裁员将共同提名一位主席仲裁员。如果双方指定的仲裁员未能在确认第二位仲裁员后的 30 天内共同提名一位主席仲裁员, CIETAC 将提名一位主席仲裁员。可以依据仲裁规则指定 CIETAC 仲裁员名册之外的人选来担任主席仲裁员。

(2) 仲裁将在中国北京使用英语进行。

(3) 听审前信息交换应迅速进行, 并且仅限于以合理方式制作的相关非特权文件。

(4) 除特殊情况外，双方倾向于在最后一位仲裁员指定之日起 60 天内完成仲裁程序。仲裁庭可出于公正考虑延长此时限。未能遵守此时限不能作为反对裁决的依据。

(5) 如果 PRC 法律允许，则在不放弃这些条款规定的任何其他救济措施的前提下，任何一方为保护己方权利或财产，均可在仲裁裁决作出前向仲裁庭（以及任何有司法管辖权的法院）申请必要的衡平救济或禁令救济。仲裁庭可依据这些条款规定的救济措施和限制，下达衡平救济或禁令救济的指令。

(6) 仲裁庭应依法仲裁，而不是依照公允善良原则进行友好调解。

(7) 仲裁庭作出的裁决为最终裁决，对双方都具有约束力，可由任何具有司法管辖权的法院执行，包括对任何一方或其任何财产有司法管辖权的任何法院。

(8) 依据本节条款进行的任何仲裁程序都将被视为机密信息，包括：(A) 进行了仲裁这一信息，(B) 在仲裁程序中披露的任何信息，以及 (C) 与仲裁程序相关的任何口头交流或文件。双方还可在必要时向具有司法管辖权的法院披露第 (8) 小节（即本小节）中所述的信息以便执行任何仲裁裁决，但双方必须申请以不公开方式（私下）执行此类司法程序。

(9) 双方需依据仲裁规则支付仲裁员费用、仲裁员所指定专家的费用和开支，以及仲裁中心的行政开支。仲裁庭在最终裁决中，会裁定败诉方有义务向胜诉方偿还胜诉方预先支付的此等费用。

(10) 无论仲裁庭就争议做出的最终裁决如何，双方均自行承担各自的律师和专家费用及开支。

(C) 双方明确声明，如果争议涉及《联合国国际货物销售合同公约》和《统一计算机信息交易法案》，两者均不适用于这些条款。

13. 语言。

这些条款可能会翻译成其他语言，但任何翻译版本都仅供参考；如果英文版与其他语言版本之间存在差异，则应以英文版为准。