

Terms & Conditions

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

The Google for Startups 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 applicants (“Applicant(s)”) must read and agree to these terms and conditions of the selection process (“Terms”) (each of Google and Applicant, a “Party” and together the “Parties”). By submitting an application, Applicant agrees that these Terms will apply.

Applicant will not be considered for participation in the Program unless Applicant agrees to these Terms. Applicant agrees that if Applicant clicks the checkbox in the registration form, this will constitute agreement to these Terms. By accepting the Terms, Applicant warrants that Applicant has full power and authority to do so. Participation in the Program and in this selection process is purely voluntary. Applicant should not apply to participate in the Program if Applicant does not agree with these Terms and/or if Applicant does not want Applicant's personal data processed.

1.Eligibility

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

- a. Applicant must be established and have a billing address in mainland China (the “Eligible Territory”).

- b. Applicant maintains business operations beyond mainland China or has future plans for international expansion.
- c. Applicant must not be: (i) prohibited by applicable export controls and sanctions programs from participating in the Program, (ii) a wholly or partially state-owned entity or a contractor or service provider of the government or of a government-controlled entity.
- d. Applicant represents and warrants that none of Applicant's employees is: (i) prohibited by applicable export controls and sanctions programs from participating in the Program, (ii) an employee of wholly or partially state-owned entity or a contractor or service provider of the government or of a government-controlled entity.
- e. Applicant will comply with all laws, regulations (including but not limited to local laws and regulations), which are applicable to Applicant's submission, including but not limited to anti-bribery laws.
- f. Applicant must not be Google's subsidiaries and affiliated companies.
- g. Applicant shall satisfy all other application requirements as listed at <https://startup.googlecnapps.cn/accelerator/>.

- 1.2. All determinations of eligibility will be made at Google's sole and absolute discretion. Google reserves the right to verify eligibility and to adjudicate on any related dispute at any time and in such manner as it deems appropriate. No correspondence will be entered into.

2. How to Participate

Submission

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

- a. Have a valid Google account.

- 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”) to be selected as Applicant.
- c. An Application is not complete unless and until Applicant submits an online Application form. The Application must be made in the English or Chinese language, and meet the Application requirements, as described in this Section.
- d. An Application is void if it is in whole or in part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. 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.
- e. Multiple Applications can be submitted by an Applicant, but only one Application per Applicant may be selected.

2.2. All data/information provided through the registration process must be complete and correct. Applicant represents and warrants that Applicant's 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 Applicant's confidentiality obligations to any third party (collectively, “Intellectual Property Rights”), and (iii) violate any applicable policies of third party products or services essential for Applicant's business, operations, products and services.

2.3. Submission of entries for the Program selection process begins in Mid Aug 2025 and ends in mid Sep 2025 (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 Applicants

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 application requirements as listed at <https://startup.googlecnapps.cn/accelerator/>.

3.2. *Initial evaluation and interview.* Google will conduct initial evaluation on each Application, and notify selected Applicants for interviews.

Google may request Applicant 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. Around early Nov 2025, Google will notify Applicants who are selected to proceed to the next stage of the selection process (the “Shortlisted Applicants”) where Google will decide the final list of Program Applicants. In this stage, Google will conduct due diligence and/or further interviews to verify and assess details of the Application.

3.4. All decisions by Google regarding Applicants will be final and binding. Google has sole discretion for the evaluation and selection of Shortlisted Applicants and the final list of Applicants. Google is not required to notify Applicants who are not selected or to give any explanation on non-selection. Without limiting the generality of the foregoing, Google may disqualify any Applicant from the Program if Google reasonably determines such Applicant violates these Terms.

4. Notification of Applicants and Applicants' Obligations

4.1. Google will notify selected Applicants by sending an email to the address provided in the submission around early Nov 2025.

4.2. Google reserves the right in its sole 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. Selected Applicant will be required to confirm Applicant's 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. Applicant may also be required to submit a declaration of eligibility and/or publicity release in order to participate in the Program.

4.4. Google will not be liable for unsuccessful efforts to notify an Applicant. If a selected Applicant 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, is disqualified for failing to abide by these Terms or is found to be ineligible after selection, or is otherwise not able to participate in the Program for any reason, Google may, but is not required to, select an alternative Applicant from all remaining Applicants.

4.5. Applicant will be solely responsible for ensuring that Applicant comply with applicable tax laws, and filing requirements.

5. Tentative Program Dates

Key dates for the Program events (“Program Events”) are as follows (all dates are in 2025/2026 and in Beijing Times):

Mid Aug 2025	: Launch
Mid Aug to Mid Sep 2025	: Application period
Mid Sep 2025	: End of application period
Early Nov 2025	: Announcement/Notification of selected Applicants
Nov 2025	: Bootcamp Week
Nov 2025 to Jan 2026	: Mentor Session
Jan or May 2026	: Offline Demo Day

6. Privacy

6.1 Applicant acknowledges, hereby accepts and recognises, under all applicable laws and regulations governing data protection that Google may collect, store, share and otherwise use the personnel personal information provided by the Applicant during registration for the Program. By entering into the Program and providing the personnel personal information, Applicant consents that Google will process any personnel personal information in accordance with its Privacy Policy (<https://www.google.com/policies/privacy/>). Applicant also agrees that Google may use and share personnel personal information that Applicant provides to run the Program and exercise Google’s rights. For example, Google may provide Applicant personnel personal information to other Program participants where teamwork is beneficial.

7. Intellectual Property Rights

7.1. If either party provides any resources or other materials to the other party (“Materials”), the providing party (or its licensors) will retain all Intellectual Property Rights in, and all other rights to, its Materials. Each party grants the other a non-exclusive, non-assignable, non-sublicensable

license to use the Materials for the purpose of performing the Program. This license will automatically terminate upon termination of this Program.

7.2 Subject to Section 7.1, Applicant covenants not to sue Google alleging a Google product or service infringes or otherwise violates such Intellectual Property Right. For clarity, any Intellectual Property Right created or conceived of and reduced to practice before Applicant participating in this Program or after completion or termination of this Program is not subject to this covenant.

7.3 Applicant grants to Google a non-exclusive, non-assignable license during this Program to use Applicant's brand features solely to fulfill Google's obligations under these Terms in accordance with its terms. Each use of Applicant's brand features under this Section 7.3 will be subject to Applicant's prior approval (which may be by email). Applicant may revoke the license granted under this Section at any time on reasonable written notice. Google may sublicense the rights granted to it in this Section to any of its affiliates, vendors, or subcontractors.

7.4 Each party agrees that nothing in these Terms will give the other party any right, title or interest in the other party's brand features other than the right to use such brand features in accordance with these Terms.

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 Applicant 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 Applicants.

9. Comply with Anti-Bribery Law. Applicants will comply with all applicable campaign finance and gift laws and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt direct or indirect offers of anything of value to anyone (including government officials) to obtain or keep business or to secure any other improper commercial advantage. Applicants will not: (i) make any facilitation payments to induce government officials to perform otherwise required functions; or (ii) directly or indirectly, pay, offer, or agree to give any campaign contributions or gifts to government officials in connection with the Program. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties.

10. INDEMNITY.

10.1 Applicant will indemnify Google, its officers, directors, and employees against all claims, actions, liabilities, losses, damages and expenses (including legal expenses) suffered or incurred by Google as a result of or arising out of: (i) any third party claim that Applicant's brand features or materials infringe or misappropriate any third party Intellectual Property Rights, (ii) any breach of Section 9 by Applicant; or (iii) any allegation, claim or determination by a court or agency that any of Applicant personnel is an employee at Google or any other claim asserted under applicable labor or employment laws.

10.2 Google will have the right to approve any counsel retained to defend against any claim in which Google is named a defendant, and will not unreasonably withhold such approval. Google will have the right to control and participate in the defense of any such claim concerning matters that relate to Google, and Applicant will not settle any such claim without Google's reasonable consent. If, in Google's reasonable judgment, a conflict exists between the interests of Google and Applicant in such a claim, Google may retain its own counsel whose reasonable fees will be paid by Applicant.

11. LIMITATION OF LIABILITY.

11.1 Nothing in these Terms will exclude or limit either party's liability: (i) for death or personal injury resulting from its negligence or the negligence of its employees or agents; (ii) for fraud or fraudulent misrepresentation; (iii) for breach of any implied condition as to title or quiet enjoyment; (iv) for misuse of confidential information; or (v) under the indemnity in Section 10.1.

11.2 To the extent permitted by applicable law and subject to Section 11.1, neither party will be liable under these Terms (whether in contract, tort or otherwise) for any special, indirect or consequential losses (whether or not those losses were within the contemplation of the parties at the date of accepting these Terms) suffered or incurred by the other party.

11.3 Subject to 11.1 and 11.2, each party's total aggregate liability under these Terms (whether in contract, tort or otherwise) will be limited to a maximum of \$10,000.00USD.

12. 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.

13. Governing Law and Jurisdiction

(A) Governing law. THESE TERMS WILL BE GOVERNED BY THE LAWS OF THE PEOPLE'S REPUBLIC OF CHINA ("**PRC**") , EXCLUDING ITS CONFLICTS OF LAWS RULES.

(B) Arbitration.

- (1) Definitions. "**Dispute**" means any contractual or non-contractual dispute regarding these Terms, including its formation, validity, subject matter, interpretation, performance, or termination.
- (2) Settlement. The parties will try in good faith to settle any Dispute within 30 days after a party receives the first notice regarding the Dispute. If the parties are unable to resolve the Dispute within this 30-day period, either party may refer the Dispute to arbitration in accordance with Section 13(B)(3) (Arbitration) below.
- (3) Arbitration. The parties will refer all Disputes to final, binding arbitration administered by the China International Economic and Trade Arbitration Commission ("**CIETAC**") in accordance with the CIETAC's Arbitration Rules in force as of these Terms' acceptance date ("**Rules**"). The arbitration will be conducted in English by 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. The arbitration will be conducted in Beijing, PRC, which will be the seat of arbitration.

- (4) Confidentiality. The arbitration is confidential information (including the arbitration's existence and any oral or written information related to it). However, the parties may disclose to a competent court information necessary to execute any arbitral decision, but only if the confidentiality of those materials is maintained in those judicial proceedings.
- (5) Non-Monetary Relief. The arbitrator(s) may only issue its award based on law, not in equity.
- (6) Fees and Expenses. Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

14. Miscellaneous.

In case these Terms conflict with the terms of Program Agreement, the terms in Program Agreement prevail.

15. 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.

