

DELL FOR STARTUPS PROGRAM TERMS OF SERVICE

Program Description

Dell for Startups is a program from Dell Technologies that helps entrepreneurs launch, grow, and scale their startups by providing resources, tech expertise and scalable technology solutions. Membership is free. When you join Dell for Startups, you will be paired with a dedicated startup tech advisor that will get to know you and your business and provide tech advising tailored to your specific needs. We provide members access to the Dell for Startups virtual stage as a means of providing educational content, user-interaction, and participation in such events as the Dell for Startups pitch competition.

1. Purpose

These terms and conditions (the “Terms”) describe the criteria, conditions, requirements and rules of membership and participation in the Dell for Startups program (the "Program"), previously Dell for Entrepreneurs, and interaction on the Dell for Startups virtual stage platform (the “Platform”). By registering and participating in the Program, you agree to these Terms, which may be updated from time to time without prior notice. Dell reserves the right to modify or discontinue the Program at any time and for any reason. This is a legal agreement between you and Dell Technologies and its direct and indirect subsidiaries (“Dell”). By using the Dell for Startups Site, you are agreeing to the [Dell Terms of Use](#), [Privacy Statement](#), and these Terms.

- I. **No Selling:** Please use this as a platform to promote the entrepreneurial spirit and your startup, but please do not use this as a sales platform. Please refrain from pitching specific products and services to members unless asked.
- II. **Be Nice:** Opinions and thoughts matter, please encourage each other through positivity and respect all members
- III. **Be a Steward of the Program:** If offensive language or imagery appears please notify the Dell for Startups Team

2. Eligibility and Participation Requirements

Dell for Startups is a program created to help startups grow and scale by supporting through technology advising and technology enablement. For the purposes of this program, a startup is defined as a recently-created business seeking rapid growth and scaling. Depending on the location, membership may be restricted to early-stage startups with 1-99 employees. We allow supporters of the startup community to join the Program and Platform, for the benefit of furthering the mission of the Program. These members must adhere to these Terms and Conditions as well, however, will not have access to all program benefits. Examples of such persons include Dell employees, startup investors, partner-organizations of Dell for Startups such as incubators, accelerators, etc. Members must complete the registration form and adhere to the terms of this document. Membership and platform access may be terminated for violation of this agreement or behavior deemed to be inconsistent with good order and the values of Dell Technologies. Dell for Startups is currently in the following locations: United States, Brazil, India, and United Kingdom.

Information Collected on the Dell for Startups Site

Depending on the location, we are able to offer online user platforms as a means of providing resources for our members. Where such platforms are present, the following information applies. Dell for Startups collects information from users and allows users to share information and post content at several different points on Platform (collectively, “Interactive Features”):

1. Registration

In order to use the Platform, you must first complete the registration form. During registration you are required to give contact information (such as name and email address). We may use this information to contact you about services on our site for which you have expressed interest. We do require some basic information about your business such as location of headquarters, employee size and industry so that members can connect based on those attributes, and we can ensure you have a good user experience.

2. Member Connections and Site Messages

You may wish to participate in our member connections and messages. The information shared between you and other members via direct messages will not be accessed or monitored by site administrators. At any time, you may choose to go into non-visible mode so other users will not see your profile.

3. Member Information, Startup Profile, Group Interactions

Other users of the Platform may view information you provide about yourself and your organization that you share in Interactive Features. At any time, you may choose to go into non-visible mode so other users will not see your profile. You have the option to deactivate your profile at any time and have your data removed from our systems. By removing your data, your information will no longer be available and will require re-registration to participate in the future. During your use of the Site, you may wish to participate in our discussion forums, webinars, contest or other digital venues by posting, asking questions, responding to other users’ questions, etc. Any information you provide within this area may be viewed by other members of the Program. You should never provide any sensitive or private information in this area including intellectual property. When these items are displayed for others to see, the website will display your name and your message. You may wish to participate by downloading or providing files for other users. Any information you provide within this area may be viewed by other members of the Program. You should not provide any sensitive or private information in this area. All content or materials shared or posted on the Platform via Interactive Features or otherwise (collectively, “User Contributions”) must comply with the Terms, including the below content rules. By providing any User Contribution on the Site, you grant Dell the worldwide right to use, reproduce, modify, perform, display, distribute, and otherwise disclose such contributions.

You understand, represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to Dell;
- Your User Contributions do and will comply with the Terms, including the content rules;

- You are fully responsible for any User Contributions you submit or contribute and have full responsibility for the legality, accuracy, and appropriateness of such content;
- Dell does not endorse and is not responsible for any third-party content or User Contributions on the Site, including but not limited to opinions, recommendations or business advice.

Dell retains the right to:

- Remove or reject any User Contributions for any reason in our sole discretion.
- Take any action with respect to User Contributions that we deem necessary or appropriate, including but not limited to referral to law enforcement.
- Suspend or terminate your access to all or part of the Platform for any reason.
- Cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform.

User Contributions must not:

- Violate any applicable laws or regulations or promote any illegal activity;
- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights any other person or organization.
- Impersonate any person or misrepresent your identity or association with any third party.
- Involve commercial activities, promotions, or advertising unless expressly authorized by Dell.

With respect to other users' content, user must not

- Share, publish, submit or post any pitch decks, pitches, files, blog, photograph, video, music, audio/sound recording, artwork or other content, material or information (collectively, the "Material") posted by another user without that user's consent.
- Use content from another user's work without proper attribution.
- Claim someone else's work as their own.

In addition to the disclaimers and limitations of liability set forth in the [Terms of Use](#):

- Dell does not review all User Contributions and is not responsible or liable for any User Contributions or other third-party content shared or posted on the Platform or otherwise shared or provided by or to users of the Platform by third parties.
- Dell does not control over the contents of any third-party sites or content linked from the Platform, including any advertising linking to third party content, and accepts no responsibility for any loss or damage that may arise from your use of such third-party sites or services. Your use of any third-party sites linked from the Platform is entirely at your own risk and subject to the terms policies of any such third party websites.
- Dell cannot ensure prompt removal of any User Contributions or other third party content that violates these Terms, and assumes no liability such content.
- The contributions of users in any form do not necessarily represent the views of Dell.

Event Information

You agree that events, including in-person, virtual, and hybrid events, may be recorded, and such recordings may capture your likeness, including but not limited to your voice and statements. You agree that Dell may use and edit such recordings, including your likeness, in any media, and distribute, broadcast, use, or otherwise globally disseminate, in perpetuity, such media without any further approval from or payment to you. All materials, including all videos and audio files that are part of the Platform are protected and owned, controlled, or licensed by Dell. You agree that you are restricted from taking photographs, audio recordings, and/or video of the Platform events. You understand that the Platform events may require you to download or use third party software (“Event Software”). You understand the Event Software may include a feature that allows documents and other materials or messages you exchange or share during the session to be recorded. Dell has no control over the Event Software or associated websites and makes no warranty as to the accuracy of the information contained on those websites. The platform and event software are provided on an "as is", "as available" basis by Dell and Dell makes no express warranties that the virtual event or event software is or will be complete or uninterrupted or free from errors, viruses, malware, or any other harmful code.

I agree not to perform any actions that would be disruptive to other attendees or interfere with the event. If I do so or otherwise conduct myself in an unprofessional manner, as judged solely by the Dell, I may be removed from the Platform event, and I will not be entitled to a refund and may suffer additional consequences including, but not limited to, being banned from future events and other legal actions.

General Rules and Restrictions

1. These Terms do not create any legal relationship between you and Dell.
2. Dell’s failure to enforce a right does not mean that Dell has waived that right.
3. Dell may assign its rights under these Terms, but you may not do so.
4. These Terms comprise the entire agreement between Dell and you about your participation in the Program.
5. You may not purchase Dell products for purpose of resale.
6. Unless authorized under a separate agreement, you may not use the Dell logo or the Dell for Startups logo, nor should you represent yourself as an authorized reseller of Dell and/or a Dell authorized consulting service provider. If Dell becomes aware that you have failed to comply with this clause, your participation will be terminated immediately without any right to any rewards or other benefits of the Program.
7. The Dell for Startups may be canceled by Dell at any time without notice.
8. On joining the Program, if you provided your consent, Dell may send you, directly or through third parties, communications and marketing about the Dell Program, Products and Services.
9. The log in credentials and any materials and replays, if available, of the Platform are only for my use and should not be forwarded or shared with third parties.
10. Membership may be terminated for violation of this agreement or behavior deemed to be inconsistent with good order and the values of Dell

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Limitation of Liability

By registering for program membership and platform access, you hereby agree to release and hold harmless Dell, its employees, authorized representatives, vendors, agents, and contractors (collectively with Dell, the “releasees”) from any and all alleged and/or actual liability, claims, actions, lawsuits, damages, or losses, of any kind ("claims") which arise out of or result from your participation in the virtual event, whether or not foreseeable, and regardless of legal theory (including negligence), save that nothing herein shall exclude or limit liability for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation, or other liability that cannot be excluded by law. In no event shall Dell be liable or responsible to a Member for any incidental, indirect, special, or consequential damages whatsoever, even if Dell has been advised, knew of, or should have known of the possibility thereof. In no event is Dell liable for lost income, revenue, or profits, loss of business opportunity, loss of good will or reputation, lost or corrupted data or software, business interruption, or procurement of third-party products or services.

Indemnification

You will indemnify, defend, and hold Dell harmless from any third-party claim arising from or related to (i) your representations, warranties or omissions; (ii) alleged or actual negligence or violation of applicable law; or (iii) death, bodily injury, or property damage to a third-party actually or allegedly caused in whole or in part by you actions or omissions. You will not settle any claim under this section that obligates Dell to admit liability and/or act or cease to act in some manner without Dell's prior written consent, such consent not to be unreasonably withheld.

Governing Law; Dispute Resolution

You agree that the Terms and any claim or dispute relating to these Terms, the Program, your access to and participation in the Program, or any combination of these items (“Dispute”) arising out of the regions listed below shall be construed in accordance with the associated law and governed by the associated jurisdiction listed thereunder without regard to conflicts of laws principles.

United States: Federal and state courts located within Travis County, Texas.

Brazil: Federal and State Courts of São Paulo, Brazil, and Central District of São Paulo as appropriate. Laws of the Republic of Brazil

India: Ordinary Courts of Bangalore. Laws of the Republic of India

United Kingdom: Courts of England. Laws of England

Before you or Dell file any lawsuit regarding a Dispute, you and Dell will attempt to resolve the Dispute through negotiation or through mediation using a mutually agreeable mediator. You and Dell will treat the existence or results of any negotiation or mediation as confidential. If the parties are unable to resolve the Dispute within thirty days of notice of the Dispute to the other

party, the parties will be free to pursue all remedies available at law or equity. Notwithstanding the foregoing, either party has the right to seek a temporary restraining order, preliminary injunction, or other equitable relief from a court of competent jurisdiction to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitation periods, or preserve a superior position with respect to other creditors.