STARTUP CIRCLES PROGRAM
PARTICIPATION TERMS AND CONDITIONS

These Startup Circle Program Terms and Conditions (the “Terms”) apply to all elements of the Startup Circles Program (the “Program”), and by participating in the Program, you (the “Participant” or “you”) agree to comply with these Terms as part of your participation. The Program is owned and controlled by Facebook, Inc., having its principal place of business at 1 Hacker Way, Menlo Park, CA 94025 (“Facebook” or “us”) These Terms include important rules for your participation in the Program, so please read carefully. Should a translated version of these Terms be provided to you, the translated version shall be used for reference only. To the extent that there are any conflicts between these Terms (in English) and a translated version, this English version of the Terms shall control.

- **The Program.** Facebook and/or its affiliates may operate the Program and provide you (and to the extent applicable, your employees, contractors, agents, subcontractors, and/or guests, as approved by Facebook in its sole discretion (the “Participant Parties”) the opportunity to participate in and/or benefit from the Program. In order to participate in the Program or receive any benefits from the Program, you must comply (and ensure your Participant Parties’ compliance) with these Terms and any additional policies and/or instructions that Facebook may provide to you from time to time. You are solely responsible hereunder for all acts and/or omissions of your Participant Parties.

- **Eligibility.**
  - **Participants.** To be eligible for the Program, You must: (a) be eighteen (18) years or older at the time of application, (b) reside and be a legal resident in the same location as the Startup Circle You are applying for, (c) be in a designated leadership or management position at Your business or organization (your “Startup”) (e.g. CEO, CTO, COO), or otherwise the founder or co-founder, and (d) be authorized to represent, act, and enter, on your Startup’s behalf. You may not apply as a Participant of the Program as a member of more than one (1) Startup.
  - **Startup Requirements.** To be eligible for the Program, Your Startup must: (a) have a minimum of two (2) employees (including yourself), (b) have a minimally viable tech-dependent product offering (e.g. digital product is core to the business), (c) have a business-to-business or business-to-consumer sales model, (d) hold a valid business state licensure, and (e) have an existing Business Manager account dedicated to your Startup.
  - **Maximum Participants at Same Startup.** More than one (1) individual from a Startup may apply for the Program but only those individuals who meet all of the eligibility criteria will be considered. A maximum of four (4) Participants will be accepted from a single Startup, on a first come first serve basis.
  - **Government Officials.** Government officials or those related to a government official are ineligible to participate in the Program. A government official includes officials, employees, or anyone else acting in an official capacity on behalf of a government or government agency (e.g., legislators, regulators, police, judges), state-owned/controlled enterprises (e.g., professors at state universities, executives at state-controlled companies); political parties or campaigns; public international organizations (e.g., U.N. or World Bank officials); and candidates for public office. For purposes of these Terms, “related” is defined as any spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, in-law, or those living in the same household (whether or not “related”).

- **Membership.**
  - In order to gain access to Program support and benefits associated with acceptance into the Program, You must join the Startup Circle Facebook group which is associated with the Startup Circle listed on
Your application. If You are accepted into the Program, You will receive an invitation to join the Facebook Group associated with the Startup Circle which You applied to. Until You join such respective Facebook group, You will not be provided with access to any benefits or support associated with Your acceptance. All benefits and support, including Membership in the respective Facebook Startup Circles Group, is strictly at the sole discretion of Facebook, and Facebook reserves the right to remove any or all such benefits or support at any time. You agree to be responsible for any activities that occur within the Membership group you are invited to join.

• Confidentiality.

• Disclosures. While participating in the Program, you and/or your Participant Parties (collectively, the “Receiving Party”) may, from time to time, interact with Facebook personnel and Facebook systems or enter Facebook facilities. The Receiving Party may be exposed (in writing, orally, visually or otherwise) purposefully or inadvertently to non-public technology, information, or materials of Facebook (“Facebook Confidential Information”). Facebook Confidential Information includes anything that Facebook identifies as confidential or proprietary, any information the Receiving Party observes on or about Facebook premises, and any other information that would reasonably be understood, given the nature of the information or the circumstances surrounding its disclosure, to be confidential. If the Receiving Party obtains any Facebook Confidential Information, the Receiving Party may use it only to support the Receiving Party’s authorized participation in the Program, and the Receiving Party must use best efforts to prevent the unauthorized access, use, storage, or disclosure of Facebook Confidential Information. The Receiving Party may not (1) remove Facebook Confidential Information from the Program or Facebook premises (as applicable), (2) copy, modify, reverse engineer, decompile or export any Facebook Confidential Information, (3) remove any proprietary notices from any Facebook Confidential Information, (4) distribute or disclose Facebook Confidential Information to any third party except with Facebook’s written permission or as required by law (and then only with advanced written notice to Facebook, so that Facebook may seek to limit the disclosure); or (5) directly or indirectly, sell, rent, disclose, distribute, commercially exploit, or transfer any Facebook Confidential Information or any information that can be used to identify particular individuals to any third party for any purpose whatsoever. The Receiving Party agrees to return or destroy any Facebook Confidential Information when and as requested by Facebook. The Receiving Party must notify Facebook immediately following the discovery of any incident that involves or reasonably may involve the unauthorized access, use, disclosure, or loss of any Facebook Data or any other suspected breach or compromise of the security, confidentiality or integrity of any Facebook Data (“Security Incident”). The Receiving Party agrees not to communicate with any third party, including but not limited to the media, vendors, consumers and affected individuals regarding any Security Incident without the express written consent and direction of Facebook. You understand that breach of these obligations could cause Facebook irreparable harm that is not compensable by monetary damages, you acknowledge Facebook may seek injunctive relief to enforce your obligations.

“Facebook Data” means any and all data and information received, stored, collected, derived, generated, or otherwise obtained or accessed by Participant and/or Participant Parties in connection with these Terms, or access to any Facebook Properties, the Sites, and/or the Systems, or any information regarding any aspect of Facebook’s business, including all personally identifiable information and all other data or information (which, for the avoidance of doubt, includes all “personal data” within the meaning of GDPR) provided by or on behalf of any Facebook user, advertiser, business partner or content provider, and other information such as system procedures, employment practices, finances, inventions, business methodologies, trade secrets, copyrightable and patentable subject matter. “Facebook Properties” means the online properties, products, services, websites, widgets, applications and pages, including, without limitation, those accessible in whole or in part through any platform, medium or device, whether presently existing or later developed, that are
developed in whole or in part by or for Facebook or its affiliates throughout the world.

- **Your Information.** You acknowledge that the Program (and Facebook premises provided in connection with the Program (the “Site”), to the extent applicable) supports a wide range of products and other participants. Given the nature of the Program, in order to avoid confusion, you agree to not disclose (and not let Participant Parties disclose) to Facebook (or that Facebook will be able to observe) any information you and/or Participant Parties deem as confidential and/or proprietary. You acknowledge and agree (and shall ensure that your Participant Parties acknowledge and agree) that Facebook has no obligation of confidentiality hereunder. You hereby grant (and to the extent necessary shall procure that Your business grants) Facebook permission to use the information You submit during the application process (including, but not limited to, name and address, Your Startup logo, and Your likeness) for advertising and promotional purposes in any and all media now known or hereafter devised, worldwide (including online) in perpetuity without additional compensation, review, or approval.

- **Your Personal Information.** You acknowledge and agree that in order for Facebook to provide the Program and any services and benefits in connection with the Program, you may be asked to provide certain personal information, such as name, personal contact information, business contact information, visa information, referrals or references. We may also receive such information from third-party data providers who have the rights to provide us with your information. These partners collect your information from publicly available sources, or through third parties they work with. Facebook may use your personal information as necessary to assess your eligibility and suitability for the Program, to stay in touch and engage with you, to maintain and improve Facebook’s programs and services, and to comply with laws and regulations. Facebook may share such information with its affiliates, third parties, and/or third party service providers in order to provide the Program and any services and benefits in connection with the Program. We require these third parties to protect the information they receive with appropriate security measures and prohibit them from using the information for their own purpose outside what is necessary to provide the service to Facebook or to you. Facebook may also be required to preserve and/or share your information with regulators, law enforcement, or others. Your personal information may be retained for as long as required in order to comply with our legal obligations, to resolve disputes, and to enforce our contractual agreements, or as necessary for our legitimate interests. The basis of Facebook processing said data is 1) as necessary to run, operate, and manage the Program, 2) consistent with specific consents, which you may revoke at any time, 3) as necessary to comply with our legal obligations, 4) to protect your vital interests, or those of others, and 5) as necessary for our (or others’) legitimate interests, unless those interests are overridden by your interests or fundamental rights and freedoms which require protection of personal data. Should you have any questions or comments about how Facebook collects, uses, processes, shares, and/or retains your personal information in connection with the Program, you may reach out to your Program manager for more information at any time.

- **PUBLICITY.**

  - **Marks.** You acknowledge and agree that Facebook may make public statements about the Program, including your participation thereof, therefore, you grant Facebook the right to copy, use, modify, and/or distribute your Marks for any purpose related to the Program, without further compensation to you. “Marks” as used herein means any trade names, trademarks, logos, service marks, Uniform Resource Locators (“URLS”) and/or other distinctive signs of each respective party. You agree not to use Facebook’s Marks or confirm or comment on any information, public or otherwise, concerning Facebook, these Terms, or the Program, without Facebook’s prior written consent.

  - **Marketing Release.** You acknowledge and agree that Facebook may film, record, and photograph you (the results of which are the “Recordings”). Facebook may also incorporate into any production(s) any separate content (e.g., quotes, testimonials, biographical information, profiles, photos, videos, sound
(recordings, artwork, etc.) you provide to Facebook or approve in writing (“Materials”). You grant to Facebook, without further compensation to you, an irrevocable, perpetual, worldwide, sublicensable, royalty-free license to, in its sole discretion, (i) edit, translate, and modify the Recordings and the Materials, (ii) attribute the Recordings and Materials to you by your name, age, and city and state of residence, (iii) incorporate the Recordings and the Materials into content to promote Facebook, its programs, or products (“Content”), and (iv) publicly use, distribute, reproduce, create derivative works from, and perform/display the Content, and any excerpts thereof, in any language.

• **Case Studies.** You acknowledge and agree that from time to time, Facebook may create case studies about Your advertising campaigns or successes as part of Your participation in the Program (“Case Studies”) that may incorporate information about Your Startup. You will have the right to approve any such Case Study (provided that Facebook may translate and make nonmaterial modifications to an approved Case Study). You hereby grant to Facebook, a royalty-free, worldwide right and license to use, distribute, reproduce, perform and display in any and all languages, in Facebook’s sole discretion, any content provided by You, that is incorporated into a Case Study to promote Facebook or any of its advertising programs or products. Facebook may also publicly disclose any information relating to the advertising campaign represented in any Case Study (the “Campaign”), including Your participation in a Campaign, the type and amount of advertising delivered under a Campaign, and any performance metrics related to a Campaign, including clicks, impressions and any other type of engagement. Facebook agrees that it will not publicly disclose information regarding the fees paid for any Campaign without your prior approval.

• **FEEDBACK.** You and/or your Participant Parties may, on a voluntary basis, provide Facebook with feedback, ideas, comments or suggestions about Facebook Properties and/or the Program (“Feedback”). You understand that Facebook is free to retain, use and incorporate such Feedback in Facebook’s products and/or services, without payment of royalties or other consideration to You. Additionally, you acknowledge that Facebook has a wide range of products and services, so Facebook may develop information internally or receive information from other parties that may be similar to your confidential Information. Nothing in these Terms will prohibit Facebook from developing (or having others develop) products, services or any other materials that compete with your products or services.

• **Security and Privacy.**

  • **Site Access.** Your access to any (i) Sites, (ii) Facebook Data, and/or (iii) Facebook’s systems, networks, databases, computers, telecommunications or other information systems owned, controlled, or operated by or on their respective behalf (collectively, the “Systems”) is subject to your compliance with all applicable laws, orders, and regulations relating to privacy and data protection, and any then-current Facebook policies, which may include, but are not limited to, background checks and security review of your devices, applications, or other materials you bring to the Program and/or Site. You may only access the areas, rooms, systems, and networks specifically permitted by Facebook and only for the specific purpose authorized by Facebook. All other access is prohibited.

  • **Transfers of Personal Data.** To the extent Facebook provides to you any personal data in which Facebook is the data controller of, You acknowledge and agree not to access or transfer outside the European Economic Area any such data controller without the prior written consent of Facebook in each case and, at Facebook’s request. You may be asked to execute and abide by the provisions of any other agreements which, in the opinion of Facebook, are required in order to lawfully effect any such transfer of personal data.

• **Ownership.** As between Facebook and you, you retain sole and exclusive ownership of all right, title and interest to any and all your proprietary methodologies, tools, models, software, documentation, know-how, trade secrets, inventions, or works of authorship conceived or developed independently by you without the use of any Facebook Confidential Information, Facebook Data or any intellectual property owned or licensed to or by
Facebook. To the fullest extent permitted by law, Facebook shall retain sole and exclusive ownership of all right, title and interest to all Facebook Properties, Facebook Confidential Information, Facebook Data, Feedback, the Program, and the Site and Systems. At no time will you dispute or contest Facebook’s exclusive ownership rights in any of the foregoing. These Terms do not convey to you any ownership rights in any portion of Facebook Confidential Information, the Facebook Properties, the Facebook Data, the Site and Systems, and/or the Program. All rights not expressly granted under these Terms are expressly reserved by Facebook.

- **Warranty.** You represent and warrant that you have the full right and power to enter into and perform in accordance with these Terms and your performance under the Terms will comply with all applicable laws and not conflict with any other obligations of yours. THE PROGRAM AND ALL RELATED EQUIPMENT, SITE, SYSTEMS, BENEFITS, TECHNOLOGY, MATERIAL, AND SERVICES ARE PROVIDED BY FACEBOOK ON AN “AS IS”, “AS AVAILABLE” BASIS. TO THE FULL EXTENT PERMITTED BY LAW, FACEBOOK DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. FACEBOOK DOES NOT GUARANTEE THAT THE PROGRAM, INCLUDING ANY AND ALL RELATED EQUIPMENT, SITE, SYSTEMS, BENEFITS, TECHNOLOGY, MATERIALS AND SERVICES, WILL MEET PARTNER’S EXPECTATIONS OR THAT ACCESS TO ANY COMPONENTS THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. ADDITIONALLY, YOU ACKNOWLEDGE THAT FACEBOOK IS NOT OBLIGATED TO USE RECORDINGS OR MATERIALS, AND THAT IT OWNS ALL COPYRIGHT IN THE RECORDINGS. YOU AGREE TO WAIVE ANY RIGHT TO APPROVE ANY PRODUCTION(S), OR TO ENJOIN OR IMPAIR FACEBOOK’S USE OF THE RECORDINGS OR MATERIALS. YOU REPRESENT AND WARRANT THAT (I) YOU HAVE ALL NECESSARY RIGHTS TO GRANT THESE PERMISSIONS, (II) YOUR MATERIALS WILL NOT INFRINGE ANY COPYRIGHT, TRADE SECRET, TRADEMARK, OR RIGHT OF PUBLICITY/PRIVACY, AND (III) ANY TESTIMONIALS PROVIDE TO FACEBOOK REFLECTS YOUR HONEST OPINIONS OR EXPERIENCES. YOU WILL INDEMNIFY AND HOLD FACEBOOK HARMLESS FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF YOUR BREACH OF THESE REPRESENTATIONS AND WARRANTIES.

- **Your responsibility and indemnity.** You are solely liable and responsible for your Participant and Participant Parties’ participation in the Program (including any tax obligation that may arise) and agree to defend, indemnify, and hold harmless Facebook and their respective officers, directors, employees, sublicensees, contractors, users and agents from any and all claims, losses, liabilities, damages, expenses, penalties, taxes, and costs (including attorneys’ fees and court costs) arising out of or related to: (a) your actual or alleged breach of any representation, warranty or other provision of these Terms; (b) your actual or alleged infringement of any intellectual property rights; (c) your negligent, willful or reckless acts or omissions, dishonesty or fraud; and (d) any personal injury, bodily injury, advertising injury, or property damage caused by the negligence, acts or omissions of Participant and or Participant Parties (each a “Claim”). Facebook will give prompt written notice of a Claim and reserves the right (but not obligation) to participate in the defense of such Claim at its expense. You may not settle any Claim without Facebook’s prior written consent.

- **limitation of Liability.** TO THE FULL EXTENT PERMITTED BY LAW, FACEBOOK SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION FOR LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IF THE FOREGOING LIMITATIONS ARE NOT ENFORCEABLE UNDER APPLICABLE LAW, THEN IN ANY EVENT FACEBOOK’S MAXIMUM LIABILITY TO PARTICIPANT WILL NOT EXCEED ONE HUNDRED DOLLARS (US$100) IN THE AGGREGATE. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THIS SECTION REFLECTS A REASONABLE ALLOCATION OF RISK AND THAT FACEBOOK WOULD NOT BE ABLE TO MAKE AVAILABLE THE PROGRAM
WITHOUT THESE LIABILITY LIMITATIONS.

- **Term and Termination.** The term of these Terms will begin on the Effective Date and continue until terminated pursuant to these Terms (the “Term”). Facebook may terminate these Terms, the Program, and/or your participation thereof, at any time, with or without cause, with notice to you. Upon termination of the Terms, the Program and/or your participation thereof, you must cease to benefit from any rights granted by Facebook under these Terms and must immediately (i) cease use of the Site and Systems, and any Program benefits (including any software provided by Facebook) and (ii) return any equipment, documents, accessories, and/or materials that may have been provided by Facebook hereunder. Sections 4 (Confidentiality), 7 (Security and Privacy), 8 (Ownership), 9 (Warranty), 10 (Your Responsibility and Indemnity), 11 (Limitation of Liability), 12 (Term and Termination), and 13 (Miscellaneous) shall survive the termination of these Terms, the Program, and/or your participation thereof.

- **MISCELLANEOUS.**
  - **Relationship.** You are not an employee, partner, independent contractor, or agent or joint venturer of Facebook. You are solely responsible for your acts and obligations.
  - **Assignment.** Participant may not assign these Terms (or any part thereof) without the prior written consent of Facebook. Any attempt to transfer or assign the Terms except as expressly authorized under these Terms will be null and void.
  - **Non-discrimination.** Facebook maintains an equal opportunity and affirmative action program in accordance with applicable law. As a result, you must, in accordance with applicable law, afford equal employment opportunity to all of your applicants and employees, to the extent you have any, regardless of their race, color, national origin, sex, age, religion, marital status, sexual orientation, gender identity and gender expression, protected veteran status, disability, or other basis protected by law.
  - **Compliance with Law and anti-Corruption.** You represent and warrant that you are, and will continue to be, in compliance with all applicable laws, rules, and regulations and that you shall only use legitimate and ethical business practices; and shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting cash or a cash equivalent (including facilitation payments), discounts, rebates, gifts, use of materials, facilities or equipment, entertainment, hospitality, drinks, meals, transportation, lodging, or promise of future employment, directly or indirectly, to or from (a) any Government Official (“Government Official” means any official or employee of (1) any national, regional, or local government in any country, (2) any government-owned or -controlled enterprise; (3) any public educational, scientific, or research institution; (4) a political party; (5) any candidate for public office; (6) a public international organization; and any person acting on behalf of or any relatives, family, or household members of any of those listed above.) to (i) influence any act or decision of a Government Official, (ii) induce a Government Official to use his or her influence with a government or instrumentality thereof, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would constitute bribery or an illegal kickback, or would otherwise violate applicable anti-corruption law.
  - **Insurance.** You are responsible for maintaining adequate policies of insurance at your sole cost and expense.
  - **Notices.** Any notice required hereunder will be in writing to the address set forth in your application for this Program (and in the case of Facebook, to the attention of Legal-Notices@fb.com) and will be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered post; or (iii) one (1) day after it is sent if by next day delivery by a major commercial delivery service and electronic mail.
  - **General.** These Terms and any dispute arising out of in connection with it will be governed and
construed under the laws California. Each party hereby irrevocably submits to the jurisdiction and
venue of the courts of San Mateo, California, over any dispute arising out of or in connection with the
Terms. These Terms are the entire agreement of the parties and supersedes all previous or
contemporaneous agreements between the parties relating to its subject matter. Except for additional
Program rules and policies that Facebook may provide pursuant to Section 1 of these Terms, these
Terms may only be modified Facebook. No provision of these Terms will be waived by any act,
omission or knowledge of a Party or its agents or employees except specifically in a writing signed by
the waiving party. If any provision is deemed by a court unenforceable or invalid, that provision will
be stricken or modified and the remainder of the Terms will be in full force and effect.