

Agreement (Scope ,Terms & conditions ,Disclaimer) wef 2nd Oct 2019

In accepting admittance to the GDP-Foundation through official registration to avail or support services for its 3 verticals namely 1)SPEED 2)CSR-INCUBATOR 3) HOPEKART, the registered members (incubatee/Samaritan club members & Partners, MOU partners) understands and agrees to all provisions and stipulations of the program as set forth in this document and will also agree to duly and faithfully adhere to these said provisions while participating in the programs ,activities in order to receive and the benefits of the GDP Foundation . Failure to do so or any deviations will result in removal from the program and membership.

1. This Agreement may be amended at any time by GDP-Foundation from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

2. Services. Below is a list of services (refer website) that GDP Foundation can provide to the Registered members ,the foundation has appointed **ideaz unlimited** for to carry out its Strategy Management ,execution and operations , they shall determine which specific services best fit the needs of the Registered members and negotiate the fees associated with these services in a separate contract with ideaz unlimited ,however the payment will be made to the GDP FOUNDATION ,which the registered members will have to pay.

3. GDP Platform through its expertise in Business law, Finance ,Taxation ,Operations ,Organization Development ,Capacity & Capability building will mentor the projects which are shortlisted in its 3 verticals (refer website)

4.The foundation also offers database (GDP Samaritans /GDP Partners) who can be directly contacted /connected but it does not take any responsibility or accountability arising out of the members association with them.

5.Registered members acknowledges and agrees that GDP foundation shall not be held liable for the acts or omissions of GDP Samaritans /GDP Partners Registered members acknowledges and agrees that GDP FOUNDATION cannot guarantee that Registered members' business /project will succeed its scope is of strategic visioning ,mentoring ,facilitation and not execution .

6. It permits/ allows GDP Foundation to display logo ,name, photos, of the registered members to be published /displayed on its all media platforms ,website until the registration is in full force as and when required/relevant and also share the stories related to the projects /people which are jointly taken up.

7.GDP FOUNDATION makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any intellectual property rights of others.

8.Registered members shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Registered members hereby waives and covenants not to sue GDP FOUNDATION or its employees, agents, contractors, or other representatives for any claim related to such matters.

9. Independent Contractor Status. Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

10. Insurance. Registered members shall maintain insurance in such types and amounts customary for and necessary to protect and insure against the type of risks involved with the type of business operated by Registered members, including but not limited to, as applicable, general property and casualty, workers compensation, directors and officers, and product liability insurance. Upon request,

11. Registered members shall provide GDP FOUNDATION with a certificate of insurance for all insurance coverage maintained by Registered members.

12. Unlawful Activity. We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

13. Indemnification. Registered members agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

14. Non-Refundable and Non-transferable. Your annual membership registration fees is non refundable, not transferable or assignable, you will have to ensure that the annual membership is renewed before its due date .

15.A. Payment of Registration fees will be done through "Google Pay" ,however GDP Foundation reserves rights to shift to any other reliable payment gateway without any prior notice ,also it will not be responsible for any payments that may not realise due to technical issues or any other reasons during the payment transfer, in such cases the members have to make repayment immediately.

15.B. For payments towards consulting services all payments through RTGS/CHEQUES /DRAFTS in favour of "GDP FOUNDATION" payable Panaji ,Goa.

16. Disclaimer. THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE SITE OR OTHERWISE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, INACCURACIES, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN

PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

17. Limitation of Liability. Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations

18. Legal Compliance. You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of GDP FOUNDATION Services and the Content and Materials provided therein.

19. Miscellaneous. This Agreement shall be treated as though it were executed and performed in India, and shall be governed by and construed in accordance with the laws of the State of India

20. Arbitration. Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, intellectual property, and our services, shall be settled solely by binding arbitration in accordance with the relevant rules . Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in India and judgment on the arbitration award may be entered into any court having jurisdiction (Goa) thereof.

21.GDP FOUNDATION may terminate the membership immediately and without notice if any of the representations and warranties set forth were false or misleading in a material respect as of the date of the registration is Agreement.
