

## ENGAGEMENT TERMS & CONDITIONS

PLEASE CAREFULLY READ THESE EXPERT TERMS AND CONDITIONS ("AGREEMENT") AND OUR PRIVACY POLICY, WHICH MAY BE FOUND AT <https://www.chegg.com/privacypolicy/>. THIS AGREEMENT CONSTITUTES A BINDING LEGAL AGREEMENT BETWEEN "YOU" ("EXPERT") AND CHEGG INDIA PRIVATE LIMITED ("COMPANY" or "CHEGG INDIA").

1. BY CHECKING THE BOX INDICATING THAT YOU AGREE TO THIS AGREEMENT, OR BY CONTINUING TO PARTICIPATE IN THE SERVICE FOLLOWING OUR POSTING OF A CHANGE NOTICE, REVISED AGREEMENT, OR REVISED DOCUMENTATION ON THE COMPANY EXPERT SITE, YOU (A) AGREE TO BE BOUND BY THIS AGREEMENT; (B) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THIS SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH HEREIN; AND (C) HEREBY REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS (E.G., YOU ARE 18 YEARS OR OLDER,) AND THAT YOU ARE AND WILL REMAIN IN COMPLIANCE WITH THIS AGREEMENT.

### 2. Terms

2.1. "Agreement" shall mean and include the terms of the Expert Terms and Conditions, the Assignments and Guidelines.

2.2. "Assignment(s)" means the specific Service(s) to be provided by Expert and any other relevant information with regard to the provision of the Services.

2.3. "Assignment Content" means Content that an Expert uploads pursuant to the Assignment.

2.4. "Content" means Textbook Solutions, Q&A answers and/or Topic Guidelines

2.5. "Expert" means an individual who provides Services to Company

2.6. "Expert Payment" means payment received by an Expert for Assignment Content accepted by Company

2.7. "Guidelines" means the Chegg Authoring Guidelines, Chegg Answering Guidelines, and the Topic Guidelines

2.8. "Services" means authoring solutions, submitting Q&A responses on the Q&A Board and/or creating Topic Pages

### 3. Description of the Services

3.1. If You successfully register as an Expert, You will be assigned to provide specific Services through an Assignment.

3.2. You agree that each Assignment will form a part of this Agreement and will be subject to the terms and conditions contained herein. All Services provided by Expert to Company will be governed by and performed in accordance with the terms and conditions of this Agreement.

### 4. Eligibility; Account Registration and Usage

Agreed to and accepted by:  
Typed Signature: Sunaina Rustagi  
Date & Time: 07-Dec-2022 17:00:18  
IP Address: 47.31.249.151  
Serial Number: 2022/89812

4.1. To become an Expert, provide Services, and be eligible to receive payment for the Services, You must register and create an "Account", hold a valid Indian Permanent Account Number (PAN), be 18 or older and pass all vetting, verification and background checks protocols instituted by Company from time to time. Ability to provide Services is limited to parties that can lawfully enter and form contracts under applicable law. When you register with Company and set up your Account, You must provide the Company with your legal name, address, phone number, e-mail address, applicable tax registration details as well as any other information requested.

4.2. Company may send notifications, approvals, and other communications relating to your Assignment and this Agreement to the email address that You provide via your Account.

4.3. When You register with Company and set up your Account, You: (i) agree to provide Company with accurate and complete information; (ii) agree to promptly update your Account information with any new information that may affect the operation of your Account; and (iii) authorize Company, directly or through third parties, to make any inquiries we consider necessary or appropriate to verify your Account information or the information You provide to us. You will not use false identities or impersonate any other person.

4.4. If we reject your Account registration, You may not reapply.

4.5. You are responsible for safeguarding and maintaining the confidentiality of your Account information. You agree not to disclose your password to any third party. You will immediately notify Company of any unauthorized use of your Account.

## 5. Independent Contractor

5.1. Experts are independent contractors and are not employees or agents of Chegg India.

5.2. You are an independent contractor and nothing in this Agreement will be construed as establishing an employment or agency relationship between you and Chegg India. You have no authority to bind Chegg India by contract or otherwise. You retain sole and absolute discretion regarding acceptance of an Assignment and in the manner and means of carrying out the Services and completing the Assignment. You will not be entitled to any benefits paid or made available by Chegg India to its employees, including, without limitation, any vacation, sick leave or similar pay or benefit, or to participate in any plans, arrangements or distributions made by Chegg India pertaining to any bonus, stock option, profit sharing, insurance or similar benefits. For clarity, at no time will you represent or talk on behalf of Chegg India in any manner.

## 6. Privacy

6.1. See The [Chegg Global Privacy Policy](#) for information and notices concerning Company's collection and use of your personal information.

## 7. Assignment(s)

7.1. Prior to the commencement of your Assignment(s), the Company will, through a Company designated expert manager ("Manager"):

7.1.1. for Textbook Solutions: assign the textbooks, corresponding per-solution compensation rate, and the deadline for delivery of specified solutions.

7.1.2. for Q & A Answers: provide guidance on what and how to provide answers, as per Chegg Answering Guidelines. Time slots will be as agreed with your Manager for each Q&A Answer.

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7.1.3. For Topic Pages: provide the topic and details of the content to be created.

7.2. To earn full payment for your Assignment(s), you must do the following:

#### 7.2.1. Textbook Solutions

7.2.1.1. Textbook Solutions must be in compliance with Company's authoring guidelines ("Chegg Authoring Guidelines");

7.2.1.2. Textbook Solutions must be submitted within the timeline assigned by your Manager;

7.2.1.3. Textbook Solutions must be submitted in batches of size not less than 25 solutions a piece; and

7.2.1.4. Textbook Solutions must be accurate and complete and must not be plagiarized.

#### 7.2.2. Q&A Answers

7.2.2.1. Q&A Answers must be provided to the student in accordance with the answering guidelines ("Chegg Answering Guidelines") and instruction of your Manager;

7.2.2.2. You will work during your agreed time slots as discussed with your Manager; and

7.2.2.3. Q&A Answers must be accurate and complete and must not be plagiarized.

#### 7.2.3. Topic Pages

7.2.3.1. The content for the Topic Pages must be based on the topic provided by the Company or your Manager;

7.2.3.2. The Topic Page must be submitted within the timeline assigned by your Manager;

7.2.3.3. The Topic Page must meet the topic guidelines ("Topic Guidelines")

7.2.3.4. The Topic Page must be accurate and complete and must not be plagiarized.

7.3. You agree that the Guidelines will form a part of this Agreement and will be subject to the terms and conditions contained herein. Training on Guidelines will be provided prior to the beginning of your Assignment(s). Company reserves the right to modify the Guidelines. You will be made aware by your Manager of any modifications to the Guidelines. The Company has the right to reject any Assignment Content if it does not meet the Guidelines, your Manager's instructions or it is determined by Company to be inaccurate, incomplete or not your original work, in Company's sole discretion.

### 8. Payment

8.1. If you successfully register as an Expert, are verified, submit Assignment Content that meets Company's then-applicable quality thresholds guidelines, which may be updated from time to time, and provide accurate documentation as requested by Company, you may be entitled to receive payment from Company for the Assignment(s). In the event that you are eligible to receive payment from Company, in order to receive such payment, you will be required to provide identity documents and bank details (together referred to as 'Contractor Verification Details'). In order to receive payment, successful verification by Company of the Contractor Verification Details is required. Once submitted, Contractor Verification Details cannot be changed. Your payment will be withheld until the Contractor Verification Details requested by Company are provided and verified. If Contractor Verification Details are not provided or cannot be verified by Company within three (3) months of the payout due date, your payments will be voided by the Company. Company will not be responsible for any delay or non-payment due to a non-

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functional or a deactivated bank account.

8.2. You acknowledge and agree that Company reserves the right, in its sole discretion, to prospectively modify its payment rates at any time. By continuing to upload Assignment Content after we have posted a modification on the Site, you agree to be bound by the modified payment rates. If the modified payment rates are not acceptable to you, your only recourse is to cease providing Services.

8.3. The eligible compensation per Q&A Answer on the Q&A Board will depend on your subject and your performance on the Assignment as evaluated by the Company and/or your Manager. From time to time, your performance will be reviewed and your eligible payment rate per Q&A Answer solution may be adjusted accordingly;

8.4. Payment for accepted Assignment Content, submitted in one month, will be released on the 15th day of the following month, subject to the following exceptions:

8.4.1. No payments will be made for Assignment Content rejected by the Company in its sole discretion.

8.4.2. A penalty of twice the per-solution rate will be deducted from your payment for any incorrect Textbook Solutions submitted. This penalty does not apply to Q&A Answers or TP. Payment will be made only after making necessary deductions based on the quality check report.

8.4.3. Verification of all submitted Textbook Solutions may not occur before the payment date. In such instances, 10% of the full payment amount may be withheld until the next payment date to avoid paying for inaccurate solutions.

8.4.4. Company reserves the right to void, withhold, invalidate or reverse in whole or in part any payment in the event of your violation of this Agreement, suspected fraudulent activity, or your failure to supply required documentation that is complete and accurate,

8.4.5. TDS (Tax Deducted at Source) will be applicable as per the prevailing income tax rules.

## 9. Feedback

If You decide to provide feedback, comments, or suggestions for improvements to the Services ("Feedback"), You hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable, and transferable license under any and all intellectual property rights that You own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

## 10. Confidentiality and Nondisclosure:

You agree not to use the Confidential Information (as defined below) of Company for any purpose other than to perform the Services hereunder and not to disclose, or permit access to, the Confidential Information of the Company to or by any third party (including any competitors of Company), other than your representatives or agents who have a need to know such information consistent with your rights and obligations with respect thereto and who are under an appropriate burden of confidentiality consistent with your confidentiality obligations hereunder. You further agree to take all reasonable measures to protect the confidentiality of the Confidential Information of the Company from any such disclosure or access, including such measures as You utilizes to protect your own confidential information. You agree to promptly notify Company in writing of any knowledge You receive with respect to any such disclosure, access, use, possession, or misappropriation of Confidential Information of Company. "Confidential

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**Information** of Company includes, but is not limited to, any information, study material, guidelines, technical data, or know-how relating to research, product and business plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, configuration information, marketing or finances of Company, the terms and conditions of this Agreement (including all Assignments and the content thereof and the payment therefor) and other information identified as confidential or which should be reasonably known to be confidential information of Company. The obligations of this Section 10 shall not apply to information that (a) is in your possession at the time of disclosure as shown by your contemporaneous records, (b) is or becomes generally known to the public or readily ascertainable from public sources other than as a result of a breach by You of your obligations hereunder, (c) is independently developed by You without further reliance on Confidential Information of Company or (d) is obtained from an independent third party that created or acquired such information without reliance on other Confidential Information of Company and free of any obligation thereto. Without limiting the foregoing, You represents and warrants that any and all information, practices or techniques to be described, demonstrated, divulged or made known to Company during the performance of the Services may be divulged without any obligation to, or violation of, any right of others. You further represents and warrants that any and all practices or techniques that You discloses, along with any related materials, may be freely used by Company without violation of any law or payment of any royalty, except as You shall specifically identify in writing subject to Company's right to approve, in its discretion, the use of any such materials.

**11. Intellectual Property: Assignment of Rights; Limited Access.** You hereby assigns and agrees to assign, transfer and convey to Company all of your rights to any deliverables and work product, including work papers and other documentation, tapes and masters, prototypes, source code, and any other materials generated by You during the Term (collectively, **"Work Product"**), including any and all such Work Product generated and maintained in or on any form of electronic, magnetic or optical media. You shall promptly disclose all such Work Product to Company and shall perform all acts necessary or desirable to assist Company, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in and to the Work Product. Solely for the purposes of providing the Services hereunder and during the Term only, the Company grants to You a limited, nonexclusive, nontransferable right to access and use the Company's intranet and only as may be permitted by the Company. Without the prior written consent of the Company, You agree not to reproduce, modify, distribute, transmit, republish, display, re-host, frame or embed the Company Site (the **"Website"**), or any of its content or tools, or to make any commercial use whatsoever thereof, including providing or charging others for access to or selling material, content or links gathered from the Website or the Company database. You agree not to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter any executable code, contents or materials on the Website. Further, You agree not to attempt to reproduce the Company database in whole or in part or to extract, data mine or otherwise copy the content of the Website, including the proprietary content of Company, either manually or automatically.

**12. Warranties, Indemnification:**

12.1. You represent and warrant that (i) You have suitable training, education, experience and skill to perform the Assignment, (ii) all Assignments to be performed by You hereunder will be performed in a diligent and professional manner consistent with applicable industry standards and good industry practices, (iii) Your performance of the Assignment will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other proprietary rights of any third party, and (iv) Your participation in the Assignment(s) are in compliance with all applicable laws, rules, regulations, and any requirements of governmental authority at all times. .

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12.2. To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Company its officers, directors, employees and agents and each of their successors and assigns, from and against any and all losses, claims, liabilities and expenses (including without limitation reasonable legal and accounting fees) directly or indirectly arising out of or resulting from (a) any act or omission by You related to the Assignment(s) performed hereunder; (b) any unauthorized use or disclosure by You of Confidential Information of Company; or (c) your breach of any representation, warranty or covenant contained in this Agreement or otherwise made to Company.

### 13. DISCLAIMERS

13.1. THE SITE AND SERVICE ARE PROVIDED "AS IS," "WHERE IS," "AS AVAILABLE," "WITH ALL FAULTS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WITHOUT WARRANTY OF ANY KIND. COMPANY AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE AND SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES REGARDING QUIET ENJOYMENT, QUALITY OF INFORMATION, SECURITY, RELIABILITY, TIMELINESS, AVAILABILITY OF BACKED-UP DATA AND PERFORMANCE OF THE SITE AND SERVICE. COMPANY DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SITE AND SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITE AND SERVICE WILL BE CORRECTED, OR THAT ENCRYPTION ALGORITHMS, ASSOCIATED KEYS AND OTHER SECURITY MEASURES WILL BE SECURE OR EFFECTIVE.

13.2. YOU ACKNOWLEDGE AND AGREE THAT COMPANY DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT (I) VIRUSES, WORMS, TROJAN HORSES, AND OTHER UNDESIRABLE DATA, OR SOFTWARE, OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEBSITES, COMPUTERS, OR NETWORKS. COMPANY SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR DATA AND SYSTEMS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR THROUGH THE SITE OR SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

### 14. Limitation of Liability:

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO THE SERVICE REMAINS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER COMPANY NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICE, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICE, OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY

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HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE EXCEED THE PAYMENT AMOUNTS COMPANY HAS PAID TO YOU IN CONNECTION WITH YOUR PROVISION OF SERVICE VIA THE SITE OR ONE HUNDRED DOLLARS (\$100) (WHICHEVER IS GREATER). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

THE PRIOR LIMITATION ON DAMAGES IS NOT INTENDED TO LIMIT COMPANY'S OBLIGATION TO PAY PREVAILING PARTY COSTS OR FEES IF RECOVERABLE PURSUANT TO APPLICABLE LAW. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE COMPANY'S LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY COMPANY, OR FOR COMPANY'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL, MALICIOUS OR RECKLESS MISCONDUCT.

#### 15. Arbitration:

You specifically agree that all disputes, differences or claims arising out of this Agreement or any other agreement executed pursuant to this Agreement or the relationship of the parties created by this Agreement, shall if not amicably resolved, be referred to arbitration by a mutually agreed sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The language of arbitration shall be English and the venue of arbitration shall be Delhi. You agree that the award of the arbitrator shall be conclusive and binding upon each party and may be enforced in any court of competent jurisdiction.

#### 16. Termination and Account Cancellation:

16.1. The term of this Agreement commences on the effective date of the acceptance of the Agreement by You and shall continue until completion of the applicable Assignments (the "Term"), unless earlier terminated in accordance with this Agreement.

16.2. The Company reserves the right to suspend, disable, or immediately terminate your Account or any Assignment at any time, with or without cause, including, without limitation, if (i) the Assignment is no longer required, (ii) the quality of Service does not consistently meet the standards of the Company, (iii) You have breached any term of this Agreement or (iv) You have breached any representation or warranty. In the event of termination, Company shall not be liable to You for compensation or damages of any kind whatsoever, including direct, incidental or consequential damages, incurred as result of such termination, other than applicable payment(if any) payable hereunder for Assignment Content accepted by Company prior to termination.

16.3. You may cancel your Account at any time by sending an email to [eeas\\_support@chegg.com](mailto:eeas_support@chegg.com) or raising a ticket on [support.cheggindia.com](https://support.cheggindia.com).

16.4. The terms of this Agreement that expressly extend or by their nature extend beyond termination or expiration of this Agreement, including Sections 2, 6, 8 through 18, shall so survive and continue in full force and effect.

16.5. Upon termination of this Agreement for any reason, You shall immediately deliver to the Company (or upon Company's instructions, destroy or delete and certify the fact of such destruction or deletion) any and

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all material relating to any Assignment performed hereunder including, without limitation, all of Company's Confidential Information and all Work Products(including all work in progress) in your possession or under its control without the retention of any copies, notes or excerpts.

## **17.GoverningLaw, Remedies:**

17.1.This Agreement shall be governed by Indian law. The courts at Delhi shall have the exclusive jurisdiction to settle any claim or matter arising under this Agreement. The parties agree that the prevailing party in any action, suitor proceeding arising out of this Agreement will be entitled to recover, in addition to all other remedies or damages, all costs and expenses of such action (including reasonable attorneys' fees and costs)expended in connection there with.

## **18.Modification**

18.1.Companyreserves the right, at its sole discretion, to modify, discontinue or terminate the Site or program or to modify these Expert Terms and Conditions. If we modify these Expert Terms and Conditions we will post the modification on the Site or provide you with other notice of the modification. We will also update the "Last Updated Date" at the top of these Expert Terms and Conditions. By continuing to access or use the Site or taking other requested action after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Expert Terms and Conditions. If the modified Expert Terms and Conditions are not acceptable to you, your only recourse is to cease using the Site.

## **19.Entire Agreement, Severability, Waiver:**

19.1.This Agreement, the Guidelines and any subsequent Assignments pursuant to this Agreement, contain the complete and exclusive agreement and understanding of the parties here to with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and writings with respect thereto. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be found to be invalid, void or unenforceable, the remaining provisions of this Agreement and application thereof shall continue in full force and effect without impairment or invalidation. Failure to exercise or delay in exercising any right or remedy provided by this Agreement or by law shall not constitute a waiver of any right or remedy by either party. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of a right or remedy or the exercise of any other right or remedy by any party.

## **20.Rights of Assignment:**

20.1.Youshall not, either in whole or in part, assign any rights, duties or obligations under this Agreement(including payments that are due or will become due in the future)to any third party. The Company may assign any and all rights, duties, or obligations under this Agreement to any third party in its sole discretion for any reason whatsoever. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

## **21.Communication:**

21.1.Companyreserves the right to send information and promotional communication to you via email and mobile number provided by you at the time of registration or as updated in your profile. Any notices or other communications permitted or required hereunder, including those regarding modifications to these Expert

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Terms and Conditions, will be in writing and given as follows: (i) by Company via email (in each case to the email address that you provide) or by posting to the Site, as determined by Company in its discretion; and (ii) by you by emailing Company at [email]. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

## 22. Counterparts and E-Acceptance:

\_22.1. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall not be required to sign on this Agreement, an acceptance of the same through click through, or other email transmission shall be considered as valid acceptance and shall be binding on the parties.

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