

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").

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.

1. Terms

1.1. "Agreement" means and includes the terms of the Agreement, the Assignments, and Guidelines.

1.2. "Assignment(s)" means specific Service(s) that an Expert is tasked with providing, along with any other relevant information pertaining to the delivery of these Services.

1.3. "Content" means, without limitation, all works, written or graphical Content, text, photographs, illustrations, documentation, improvements, specifications, developments, notes, documents, software, programs, procedures, designs, products, discoveries, methodologies, communications, data, deliverables, materials, and information, that the Expert creates, develops, uploads, or transmits pursuant or related to this Agreement, including but not limited to work created, developed, uploaded, or transmitted on the Company's Website as part of their assigned tasks.

1.4. "Company's Website" means Chegg.com/CheggIndia.com, the platform where Expert(s) would login and provide their Services.

1.5. "Expert" means an individual who offers their Services to the Company as part of the Agreement.

1.6. "Payment" means the payment an Expert receives for the Content that has been accepted by the Company.

1.7. "Guidelines" means Content guidelines that provide specific instructions and standards for Experts to follow when delivering their Services, including without limitation, the Chegg Content guidelines located at <https://www.cheggindia.com/chegg-qa-answering-guidelines/> as well as any other guidelines provided to Experts. We may update guidelines from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to Assignments, Content, and Services.

1.8. "Services" means any services or tasks performed by you alone or with others which result from or relate to this Agreement, including without limitation, the submission of Content as part of an Expert Assignment.

Agreed to and accepted by:

Name: VIHAR PRAJAPATI

Date & Time: 02-Jan-2024 21:15:19

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2. Description of the Services

2.1. In consideration of the mutual covenants and agreements herein, Chegg India engages the Expert to provide the Services to the Company. The Expert shall perform the Services by accepting the work available on the Expert Dashboard on the Company's Website, as agreed upon between the Company and the Expert from time to time. The Services encompass tasks and responsibilities related to specifications mentioned against each Assignment. Both parties acknowledge and agree to abide by the terms and conditions outlined in this Agreement during the provision of the Services.

2.2. The Company is under no obligation to offer the Expert any work and the Expert is under no obligation to accept any work that may be offered, save for the work agreed under this contract for services. The Company is not obliged to pay the Expert at any time when no Content has been accepted by the Company.

2.3. The Company recognises that the Expert undertakes the Services in their capacity as professionals, and they will use their own skills and initiative as to the technical manner in which the services are provided.

2.4. By accepting an Assignment, you agree that it becomes an integral part of this Agreement and will be subject to the terms and conditions outlined herein. All Services rendered by you as an Expert to the Company will be governed by and conducted in accordance with the terms and conditions specified in this Agreement.

3. Eligibility; Account Registration and Usage

3.1. To become an Expert, provide Services, and be eligible for Payment, you must complete the registration process, create an "Account," possess a valid Indian Permanent Account Number (PAN), be 18 years or older, and successfully pass the vetting, verification, and background checks established by the Company. Only individuals who can lawfully enter into contracts under applicable law are eligible to provide Services. During the registration and Account setup, you must furnish the Company with accurate personal details, including legal name, address, phone number, email address, relevant tax registration information, and any other requested information.

3.2. The Company will send notifications, approvals, and other communications regarding your Assignments and this Agreement to the email address you have provided through your Account.

3.3. By registering and setting up your Account, you agree to provide the Company with accurate and complete information. You further commit to promptly update your Account details if there are any changes that might affect the operation of your Account. The Company reserves the right to conduct necessary inquiries, directly or through third parties, to verify the information provided by you. Impersonation or the use of false identities is strictly prohibited.

3.4. If your Account registration is rejected, you are not allowed to reapply for Expert status.

3.5. You are solely responsible for maintaining the confidentiality and security of your Account information, including your password. It is prohibited to share your password with any third party. If you become aware of any unauthorized use of your Account, you must notify the Company immediately.

4. Independent Contractor

4.1. The experts providing services are considered independent contractors and are not to be regarded as employees or agents of Chegg India.

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4.2. As an independent contractor, you acknowledge that this Agreement does not establish an employment or agency relationship between you and Chegg India. You do not possess the authority to legally bind Chegg India in any way. You retain full autonomy in accepting Assignments and determining how to carry out the services and complete the tasks. There are no entitlements to employee benefits such as vacation, sick leave, or any other similar pay or benefits offered by Chegg India. Additionally, you are not eligible to participate in any employee-related plans, arrangements, or distributions made by Chegg India, including bonuses, stock options, profit sharing, insurance, or similar benefits. It is essential to clarify that you are never allowed to represent or speak on behalf of Chegg India in any capacity.

5. Privacy

5.1. For information and notices regarding the collection and use of your personal information by the Company, please refer to The [Chegg Global Privacy Policy](#).

6. Quality Checks:

6.1. To maintain Content quality and adherence to Guidelines, the Company will have a dedicated quality assurance team responsible for verifying the completeness and accuracy of the created Content in each Assignment. The Content will undergo review, and if necessary, the team may suggest revisions or reject submissions ("Quality Checks"). The decisions made by the quality assurance team shall be final and binding on the acceptance of Content by the Company.

7. Payment

7.1. If you successfully register as an Expert, pass the verification process, and submit Content that meets the Company's quality thresholds and Guidelines (which may be subject to updates), you may be eligible to receive Payment for your completed Assignment(s) from the Company. To receive such Payment, you will be required to provide identity documents and bank details (collectively referred to as 'Expert Verification Details'). Successful verification of the Contractor Verification Details by the Company is necessary for payment processing.

7.2. Your Payment will be withheld until the Company verifies the provided Contractor Verification Details. If the verification process is not completed or the Contractor Verification Details cannot be verified within three (3) months from the payout due date, your Payments will be voided by the Company. It is important to note that the Company will not be responsible for any Payment delays or non-payment arising from a non-functional or deactivated bank account.

7.3. You acknowledge and agree that the Company reserves the right, at its sole discretion, to prospectively modify the payment rates for Assignments at any time. By continuing to upload Content after we have posted a modification on the Site, you agree to be bound by the updated payment rates. If the modified payment rates are not acceptable to you, you may cease providing Services.

7.4. The Payment you are eligible to receive per Assignment will be determined based on the quality of the Assignment, as evaluated by the Company. Your Services must pass the Quality Checks, subject to which your eligible payment rate for Assignments may be adjusted accordingly.

7.5. Payment for accepted Content, submitted in a given month, will be released in the following month, with the following exceptions:

7.5.1. No Payments will be made for Content that is rejected by the Company in its sole discretion.

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

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

8. Feedback

8.1 During the course of providing the Services, you may provide Content, comments, suggestions, improvements, modifications, ideas, or other materials in connection with the Services ("Feedback"). All Feedback provided shall be deemed the exclusive property of the Company and I hereby irrevocably assign to Chegg Inc. all right, title, and interest in and to the Feedback, including any and all intellectual property rights therein. I represent and warrant that I have all necessary rights to provide the Feedback and that the Feedback does not infringe upon or violate any-third party intellectual property rights, privacy rights, or any other applicable laws or regulations. With respect to the Feedback, I acknowledge and agree that Company has the right to use, modify, reproduce, distribute, display, and create derivative works, in whole or in part, in any manner or medium, now known or developed in the future, without any further compensation or any attribution to me. I also understand and agree that I will provide all necessary assistance, at the Company's expense, to document, perfect, and maintain Company's rights in the Feedback, including the execution of any documents necessary to assign, register, maintain and/or enforce intellectual property rights.

9. Confidentiality and Nondisclosure:

9.1 You agree to use the Confidential Information (as defined below) of the Company solely for the purpose of performing the Services outlined in this Agreement. You shall not disclose or grant access to the Confidential Information of the Company to any third party, including competitors, except for your representatives or agents who have a legitimate need to know and are bound by confidentiality obligations consistent with this Agreement. You also commit to taking all reasonable measures to safeguard the confidentiality of the Company's Confidential Information, employing the same level of protection you apply to your own confidential information.

9.2 If you become aware of any unauthorized disclosure, access, use, possession, or misappropriation of the Company's Confidential Information, you agree to promptly inform the Company in writing.

9.3 The term "Confidential Information" of the Company encompasses, but is not limited to, any trade secrets, proprietary business information, information, messages, communications, intellectual property, study material, guidelines, technical data, research, product and business plans, customer information, market insights, software, developments, inventions, processes, designs, drawings, engineering, configuration data, marketing strategies, financial information, and any other information identified as confidential information of the Company. It also includes the terms and conditions of this Agreement (including all Assignments and their Content) and any other information identified as confidential or that should reasonably be known to be the Company's confidential information.

9.4 The obligations described above shall not apply to information that falls into any of the following categories: (a) already in your possession at the time of disclosure, as evidenced by your contemporaneous records, (b) is or becomes generally known to the public or can be readily obtained from public sources, not resulting from a breach of your obligations under this Agreement, (c) is independently developed by you without reliance on the Company's Confidential Information, or (d) is obtained from an independent third party that legally acquired such information without relying on other Confidential Information of the Company and is not subject to any obligations thereto.

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9.5 Furthermore, you represent and warrant that any and all information, practices, or techniques that you describe, demonstrate, divulge, or make known to the Company during the performance of the Services may be shared by the Company without any obligation to, or violation of, the rights of others. Additionally, you represent and warrant that any practices or techniques disclosed by you, along with any related materials, may be freely used by the Company without violating any law or requiring any payment of compensation.

10. Intellectual Property & Assignment of Rights:

10.1 You hereby irrevocably transfer and assign to Company any and all your rights, title, interest in and to any Content and materials (collectively, "Work Product"), created during the Term,, including but not limited to all associated intellectual property rights (e.g., copyrights, patent rights, trade secrets, trademarks, and other related intellectual property rights). To the extent legally permissible, Work Product will be the sole property of the Company, and the Company will have sole discretion to determine the treatment of any Work Product, including by way of example only, determination of any and all IP protections for the Work Product. You hereby agree to (a) promptly disclose the Work Product to the Company, (b) cooperate and assist the Company to apply for, prosecute, perfect, and enforce any and all intellectual property rights related to the Work Product worldwide at the Company's expense and in the Company's name as the Company deems appropriate; and (c) to otherwise treat all Work Product as "Confidential Information" as defined below. The obligations to disclose, assist, execute, perfect and keep confidential will survive any expiration or termination of this Agreement.

10.2 During the Term, the Company grants you a limited, non-exclusive, non-transferable right to access and use its intranet solely for providing the Services under this Agreement. You hereby agree that that all access and use of the intranet is in accordance with the terms and conditions of this Agreement as well as any and all Company Guidelines. You have no right, without the Company's prior written consent, to (1) transfer, disclose, or otherwise share access rights to the Company Website to any third party; (2) reproduce, copy, translate, modify, distribute, transmit, display, re-host, frame, embed, or make any commercial use or archival use of the Content or the Company Website; (3) reverse engineer, reverse assemble, or reverse compile, delete, modify, translate, or alter any Content source, object, and/or executable code belonging to the Company (4) reproduce, copy, extract, intercept, examine, observe, or data mine, either manually or automatically, directly or indirectly, the Company's database, Company Confidential Information, or any other Content, information, data, materials, communications, messages, documents, virtual items, not expressly permitted by the Company.

10.3 Content The Company reserves the right to review, monitor, prohibit, edit, delete, or disable access to any Content, including your Content, on the Website without notice and for any reason or no reason at any time.

11.1.1. You possess appropriate training, education, experience, and skill to proficiently perform the Assignment(s).

11.1.2. All Assignments undertaken by You will be executed with diligence and professionalism, adhering to Guidelines, standards and best practices.

11.1.3. Your performance of the Assignment(s) and Services, and your creation of Content, will not infringe upon or misappropriate any third-party patents, copyrights, trademarks, trade secrets, or other proprietary rights.

11. Warranties, Indemnification:

11.1 You hereby affirm and guarantee that:

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11.1.4. Your involvement in the Assignment(s) is in full compliance with all applicable laws, regulations, rules, and requirements of governmental authorities at all times.

11.2 To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, 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 from:

11.2.1. Any act or omission by You related to the Assignment(s) performed hereunder.

11.2.2. Any unauthorized use or disclosure by You of the Company's Confidential Information.

11.2.3. Your breach of any representation, warranty, or covenant contained in this Agreement or made to the Company in any other manner.

12. DISCLAIMERS

12.1 The Site and Service are provided on an "as is," "where is," "as available," and "with all faults" basis, and to the fullest extent permitted by law, without any warranty. Company and its licensors disclaim all warranties concerning the Site and Service, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, and title. Additionally, any warranties regarding quiet enjoyment, quality of information, security, reliability, timeliness, availability of backed-up data, and performance of the Site and Service are also disclaimed.

12.2 Company does not guarantee that the Site or the Service will meet your specific requirements, or that the operation of the Site and Service will be uninterrupted or error-free. Furthermore, Company does not warrant that any defects in the Site and Service will be corrected, or that encryption algorithms, associated keys, and other security measures will be completely secure or effective.

12.3 You acknowledge and agree that Company does not operate or control the Internet. As a result, (i) viruses, worms, trojan horses, and other undesirable data or software, and (ii) unauthorized users (e.g., hackers) may attempt to gain access to and damage your data, websites, computers, or networks. Company will not be held responsible for such activities. You are solely responsible for ensuring the security and integrity of your data and systems.

12.4 Any advice or information, whether oral or written, obtained from Company or through the Site or Service, does not create any warranty not expressly stated in this Agreement.

13. Limitation of Liability:

13.1 You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising from your access to the Service rests 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. Such damages may include lost profits, loss of data, loss of goodwill, service interruption, computer damage, system failure, or the cost of substitute products or services.

13.2 Furthermore, Company will not be liable for any damages resulting from personal or bodily injury, or emotional distress, arising out of or related to this Agreement or the use of or inability to use the Site or Service. This includes damages resulting from interactions with other persons while using the Site.

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Whether based on warranty, contract, tort (including negligence), product liability, or any other legal theory, Company will not be held responsible for such damages, even if the possibility of such damages was previously brought to Company's attention. This limitation of liability applies even if a limited remedy set forth in this Agreement is found to have failed in its essential purpose.

13.3 In no event will Company's aggregate liability arising out of or in connection with this Agreement or the use of the Service exceed the payment amounts Company has paid to you in connection with your provision of services via the Site. The limitations of damages as stated above are fundamental elements of the basis of the bargain between Company and you.

13.4 The previous limitation on damages is not intended to restrict Company's obligation to pay prevailing party costs or fees if recoverable under 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, intentional, willful, malicious, or reckless misconduct.

14. Arbitration:

14.1 You agree that any disputes, differences, or claims arising from 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. The arbitration shall be conducted by a mutually agreed sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in the English language, and the venue for arbitration shall be in Delhi.

15. Termination and Account Cancellation:

15.1 The term of this Agreement begins on the effective date of your acceptance of the Agreement and shall continue until the completion of the relevant Assignments (the "Term"), unless terminated earlier in accordance with the provisions of this Agreement.

15.2 The Company retains the right to suspend, disable, or terminate your Account or any Assignment at any time, with or without cause. Reasons for termination may include, but are not limited to: (i) no longer requiring the Assignment, (ii) consistent failure to meet the Company's service quality standards, (iii) breach of any term of this Agreement, or (iv) breach of any representation or warranty. In case of termination, the Company shall not be liable to you for any compensation or damages, including direct, incidental, or consequential damages, except for applicable payments (if any) for Content accepted by the Company prior to termination.

15.3 You have the option to cancel your Account at any time by sending an email to eas_support@chegg.com or raising a ticket on support.cheggindia.com.

15.4 The terms of this Agreement that expressly extend or naturally extend beyond termination or expiration, including Sections 5, 9, 10 through 18, shall survive and continue in full force and effect.

15.5 Upon termination of this Agreement for any reason, you are required to promptly deliver to the Company all materials related to any Assignment performed hereunder, including, but not limited to, all of the Company's Confidential Information and all Work Products (including all work in progress) in your possession or under your control. You must not retain any copies, notes, or excerpts of such materials and, upon the Company's instructions, may be required to destroy or delete them and certify the fact of such destruction or deletion.

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16. Governing Law & Remedies

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

17. Force Majeure:

17.1 Neither party shall be held liable for any failure or delay in performance of its obligations under this Agreement caused by circumstances beyond its reasonable control, such as acts of God, natural disasters, pandemics, strikes, or governmental actions. The affected party shall promptly notify the other party in writing and shall use reasonable efforts to mitigate the effects of such events. During the Force Majeure Event, the time for performance shall be extended for a period equal to the duration of the event. If the Force Majeure Event continues for 90 days, either party may terminate this Agreement without liability.

18. Modification

18.1 Company reserves the right, at its sole discretion, to modify, discontinue, or terminate the Site or the program or to modify this Agreement. If any modifications are made to this Agreement, we will post the changes on the Site or provide you with other notice of the modification. The "Last Updated Date" at the top of this Agreement will also be updated.

18.2 By continuing to access or use the Site or taking other requested action after we have posted a modification on the Site or provided you with notice of the modification, you are indicating your agreement to be bound by the modified Agreement. If you do not agree with the modified Agreement, your only option is to discontinue using the Site.

19. Entire Agreement, Severability, Waiver:

19.1 This Agreement, along with the Guidelines and any subsequent Assignments pursuant to this Agreement, constitutes the entire and exclusive agreement and understanding between the parties regarding the subject matter herein. It supersedes and merges all prior agreements, discussions, and writings related thereto. If any term or provision of this Agreement, or its application to any person or circumstance, is found to be invalid, void, or unenforceable to any extent, the remaining provisions of this Agreement and their application shall continue in full force and effect without impairment or invalidation.

19.2 The failure or delay in exercising any right or remedy provided by this Agreement or by law shall not be considered a waiver of such right or remedy by either party. The exercise of a right or remedy, whether in part or in whole, does not prevent the further exercise of that right or remedy or the exercise of any other right or remedy by any party.

20. Rights of Assignment:

20.1 You are not permitted to assign any rights, duties, or obligations under this Agreement, including any future payments, to any third party, either in whole or in part. However, the Company retains the right to assign any and all rights, duties, or obligations under this Agreement to any third party at its sole discretion, for any reason whatsoever.

20.2 Subject to the above provision, this Agreement will be binding upon and inure to the benefit of the parties, their successors, and permitted assigns.

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21. Communication:

21.1 The Company retains the right to send information and promotional communications to you through the email address and mobile number provided by you during registration or as updated in your profile. Any notices or other communications permitted or required under this Agreement, including those related to modifications of this Agreement, will be in writing and delivered as follows:

21.1.1. By the Company via email (using the email address you provided) or by posting on the Site, as determined by the Company at its discretion.

21.1.2. By you through emailing Company at the email mentioned on Company's Website.

21.1.3. For notices sent via email, the date of receipt will be considered the date on which the notice is transmitted.

22. Counterparts and E-Acceptance:

22.1 This Agreement may be executed in multiple counterparts, and each counterpart, once executed, shall be deemed an original. All counterparts together shall constitute a single and complete Agreement. The parties are not required to physically sign this Agreement; valid acceptance may be made through click- through or other email transmission, which shall be considered as a valid and binding acceptance by the parties.

22.2 This agreement hereby supersedes and replaces any and all previous agreements, understandings, or arrangements, whether written or oral, between the parties with respect to the subject matter herein. Any terms and conditions contained in prior documents shall be null and void, and this agreement shall constitute the sole and entire agreement between the parties, governing all aspects of the relationship described herein.

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