



PLEASE CAREFULLY READ THESE EXPERT TERMS AND CONDITIONS (“**AGREEMENT**”). THIS AGREEMENT CONSTITUTES A BINDING LEGAL AGREEMENT BETWEEN “YOU” (“**EXPERT**“) AND M/S Study Help Me.

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 FIRM 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 Assignment Solutions, Textbook Solutions, Q&A answers and/or Topic Guidelines

2.5. “**Expert**” means an individual who provides Services to FIRM

2.6. “**Expert Payment**” means payment received by an Expert for Assignment Content accepted by FIRM

2.7. “**Guidelines**” means the Study Help Me Authoring Guidelines, Study Help Me 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 FIRM will be governed by and performed in accordance with the terms and conditions of this Agreement.

4. Eligibility; Account Registration and Usage

4.1. To become an Expert, provide Services, and be eligible to receive payment for the Services, You must register by going to [become a tutor page](#) and hold a valid Indian Permanent Account Number (PAN), be 18 or older and pass all vetting, verification and background checks protocols instituted by FIRM 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 FIRM and set up your Account, You must provide the FIRM with your legal name, address, phone number, e-mail address, applicable tax registration details as well as any other information requested.

4.2. FIRM 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 FIRM and set up your Account, You: (i) agree to provide FIRM 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 FIRM, 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 FIRM of any unauthorized use of your Account.

5. Independent Contractor

5.1. Experts are independent contractors and are not employees or agents of Study Help Me.

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 Study Help Me. You have no authority to bind Study Help Me 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 Study Help Me 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 Study Help Me 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 Study Help Me in any manner.

6. Privacy

6.1. See [Study Help Me Terms&Conditions](#) for information and notices concerning FIRM's collection and use of your personal information.

7. Assignment(s)

Prior to the commencement of your Assignment(s) the FIRM will provide you necessary guidelines which are outlined below in order to earn full payment:

7.1. Solutions must be in compliance with University Honour codes;

7.2. Solutions must be submitted within the timeline assigned;

7.3. Solutions must be accurate and complete and must not be plagiarized.

FIRM reserves the right to modify the Guidelines. You will be made aware of any modifications to the Guidelines. The FIRM has the right to reject any Assignment Content if it does not meet the Guidelines, Student instructions or it is determined by FIRM to be inaccurate, incomplete or not your original work, in FIRM's sole discretion.

8. Payment

8.1. If you successfully register as an Expert, are verified, submit Assignment Content that meets FIRM's then-applicable quality thresholds guidelines, which may be updated from time to time, and provide accurate documentation as requested by FIRM, you may be entitled to receive payment from FIRM for the Assignment(s). In the event that you are eligible to receive payment from FIRM, 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 FIRM 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 FIRM are provided and verified. If Contractor Verification Details are not provided or cannot be verified by FIRM within three (3) months of the payout due date, your payments will be voided by the FIRM. FIRM will not be responsible for any delay or non-payment due to a non-functional or a deactivated bank account.

8.2. You acknowledge and agree that FIRM 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 vary on basis of each assignment difficulty level and as such will be mutually agreed upon by both parties.

8.4. Payment for accepted Assignment Content will be made the coming week and as such we follow weekly payment schedule subject to the following exceptions:

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

8.4.4. FIRM 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 FIRM for any purpose other than to perform the Services hereunder and not to disclose, or permit access to, the Confidential Information of the FIRM to or by any third party (including any competitors of FIRM), 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 FIRM from any such disclosure or access, including such measures as You utilizes to protect your own confidential information. You agree to promptly notify FIRM in writing of any knowledge You receive with respect to any such disclosure, access, use, possession, or misappropriation of Confidential Information of FIRM. "**Confidential Information**" of FIRM 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 FIRM, 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 FIRM. 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 FIRM or (d) is obtained from an independent third party that created or acquired such information without reliance on other Confidential Information of FIRM 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 FIRM 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 FIRM without violation of any law or

payment of any royalty, except as You shall specifically identify in writing subject to FIRM'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 FIRM 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 FIRM and shall perform all acts necessary or desirable to assist FIRM, 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 FIRM grants to You a limited, nonexclusive, nontransferable right to access and use the FIRM's intranet and only as may be permitted by the FIRM. Without the prior written consent of the FIRM, You agree not to reproduce, modify, distribute, transmit, republish, display, re-host, frame or embed the FIRM 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 FIRM 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 FIRM database in whole or in part or to extract, data mine or otherwise copy the content of the Website, including the proprietary content of FIRM, 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. .

12.2. To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless FIRM 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 FIRM; or (c) your breach of any representation, warranty or covenant contained in this Agreement or otherwise made to FIRM.

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. FIRM 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. FIRM 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 FIRM 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. FIRM 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 FIRM 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 FIRM 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 FIRM 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 FIRM'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 FIRM 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 FIRM AND YOU.

THE PRIOR LIMITATION ON DAMAGES IS NOT INTENDED TO LIMIT FIRM'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 FIRM'S LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY FIRM, OR FOR FIRM'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 FIRM 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 FIRM, (iii) You have breached any term of this Agreement or (iv) You have breached any representation or warranty. In the event of termination, FIRM 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 FIRM prior to termination.

16.3. You may cancel your Account at any time by sending an email to support@studyhelpme.com or raising a ticket on contact us page.

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 FIRM (or upon FIRM's instructions, destroy or delete and certify the fact of such destruction or deletion) any and all material relating to any Assignment performed hereunder including, without limitation, all of FIRM'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.Governing Law, 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.FIRM reserves 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.You shall 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 FIRM 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. FIRM reserves 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

Terms and Conditions, will be in writing and given as follows: (i) by FIRM via email (in each case to the email address that you provide) or by posting to the Site, as determined by FIRM in its discretion; and (ii) by you by emailing FIRM 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.