

## Terms of Use

These terms of our service govern our relationship with you as you engage, interact and consume our services. For all legal purposes this is a legally binding agreement between you (the student) and us (the company) and or our Partnered Companies.

By accessing or using the Site, the Platform, the Application or any of our Services you agree that you have read, and that you understand and agree to be bound by these terms and receive our Services (“Terms of Use” or “Terms”), whether or not you have registered with the Site and/or Application.

If you do not agree to these Terms, then you have no right to access or use the Site, Application, Services, or Collective Content (as defined below).

If you are using the Site, Application or Services then these Terms of Service are binding between you and WhizzCorps.

### Definitions

In addition to other words and expressions that may be defined elsewhere in these Terms, unless otherwise stated the context otherwise requires, the following capitalized terms wherever used in the Agreement shall have the meanings as ascribed hereunder:

1. "Assignments" means Campus Ambassador /Campus Influencer opportunities or tasks as listed on the Site or Application that a Student can register and apply for. Being a market-place these are offered by third parties.
2. "Content" means text, graphics, teaching materials, images, designs, charts, software (excluding the Application), audio, video, information or other materials.
3. "Campus Influencer/ Campus Ambassador, Student Affiliate" means a person, who completes WhizzCorps’s account registration process.
4. "Partners or Clients" means our partners who are seeking services of Campus Ambassadors for activities such as Product Launch, Marketing and Promotions from Campus Ambassadors who have been shortlisted and deemed suitable for that project.
5. "Payment Method" means a payment method that you have added to your WhizzCorps account, such as a UPI ID, credit card, debit card or net banking. This can be through a third party.
6. In case of minor students the parent or guardian who enrolls their child or ward for the Projects via Application or Site.
7. “Workshop” means instructor led programs for a short period of time.
8. "Tax" or "Taxes" mean any taxes such as goods and services taxes (GST), or other such taxes as set up by the government the company may be required by law to collect and remit to governmental departments.

### 1. ACCOUNTS

You will need an account with us to access our services. Please ensure that your password is safe because all work related to your account is accessed via the login/password. If at all you think there is any suspicious activity on your account, please notify our support team immediately. We assume that all information you have provided at the time of opening your account is accurate and complete. We deem it your responsibility to ensure your information details as available with us are up to date at all times. Please expect to be verified by our support team before an interaction. Please be aware that we shall not be responsible for accounts that have been compromised due to callousness on the part of the student. As the owner of the Platform, we do not own, control, offer or manage any services on the Platform. You will be able to provide services to clients only on successfully completing your registration process. You may be required to provide additional details and documents based on the client’s requirements of the service.

### 2. ACCESS RIGHTS AND PRIVILEGES

When a project has been made available to you as a Campus Ambassador, you are advised that it is purely for educational purposes. You (the student) are authorized to use the content, but this right is nontransferable and exclusive to the student. You are explicitly prohibited from any further distribution, broadcast, recording, sharing,

renting, creating any subset work, transmitting in hard or soft form without the written permission of WhizzCorps. We hold the authority to withdraw our services should there be a violation of our rights.

### 3. NO EMPLOYMENT RELATIONSHIP:

You agree that you will be an independent contractor and not an employee of the Company or any Client who engages you via the Platform. You shall not represent directly or indirectly that you are an employee, or legal representative of Company. You shall not have the authority to incur any liabilities or obligations of any kind, in the name of, or on behalf of the Company. You acknowledge and agree that you are not subject to the direct control or supervision of the Company in relation to the services to be provided by you on the Platform. You do not have the authority to create, modify or terminate a contractual relationship(s) between the Company and any third party or act for or bind the Company in any respect. You recognize and agree that no joint venture or partnership agreement is intended or created hereby. The obligations performed under these Terms by you and the Company shall be on a principal-to-principal basis.

### 4. NO EMPLOYEE BENEFITS:

You acknowledge and agree that neither you nor anyone acting on your behalf shall be entitled to receive any vacation pay, sick leave, social security benefits, or any other employee benefits of any kind from the Company or any Client who engages you via the Platform. You agree, as an independent contractor, that you would not be entitled to any termination benefits/compensation payable under Indian laws in the event that you leave the Platform or your relationship with the Company or any Client who engages you via the Platform ends.

### 5. NON-EXCLUSIVITY:

You agree that you have entered into these Terms on a non-exclusive basis, and that both Company and you have the ability to enter into agreements for providing consultancy or services to third parties.

### 6. CHANGE OR APPLY FOR NEW PROJECTS

WhizzCorps allows you to change your projects only once using the following guidelines. Please refer to the Project Change policy document updated on our website.

### 7. INFORMATION SECURITY

When users of the Company's service use its products and they trust it with their information, it is the Company's duty to protect that information. We will always be thoughtful of their rights and mindful of our duty to protect it. The Company believes in enhancing the user's experience and to that extent allows the Company to deliver the type of content and product offerings in which its users would be most interested. We make best efforts to take all precautions to protect any personal information that is collected by us. It is governed by the CIA Triad -

Confidentiality: data and information are protected from unauthorized access

Integrity: Data is intact, complete and accurate

Availability: IT systems are available when needed

The Company may use the information you have provided about yourself to fulfill requests for our assessment, our products, our services and/or to respond to inquiries about our service offerings.

The Company securely stores your information and holds it for as long as we need to in order provide our services and products to you in accordance with (i) applicable law, or (ii) as long as is set out in any relevant contract your firm has with us.

Depending on the country of your residence, you may have rights under your local law in relation to the information we hold about you. You could therefore

- a. Seek confirmation from us as to whether we process any personal data about you
- b. Withdraw your consent at any time.

Since we may collect Personally Identifiable Information, you hereby authorize us to use, process, maintain and store this information for enhancing customer experience and conducting internal studies to enrich our content. You also authorize us to share such information with our partners and consultants that we may engage for similar services.

Our Website may contain links to other websites of companies that are not under our direct control. These websites may have their own policies regarding privacy and information storing. Please be aware that we have no control of or responsibility for linked websites and provide these links solely for the convenience and information of our visitors. You are accessing such linked Websites shall be at your own risk.

## 9. USER CODE OF CONDUCT

All Campus Ambassadors and Clients are bound by the User Code of Conduct. While using the platform and our services you agree-

- Not to abuse, harass, demean and disrespect other users, students, instructor and/or other attendees
- Shall maintain an atmosphere of harmony, dignity and respect
- Shall not post any content about WhizzCorps or Client's or Campus Ambassador without their permission.
- Shall notify WhizzCorps with a copy to 'support' about any breach of this Code of Conduct
- You shall not post content that infringes or misappropriates patents, trademarks, trade secrets, right of publicity, or other intellectual property rights of third parties,
- Content that contains intentionally inaccurate information or that is posted with the intent of misleading others.
- You shall not post content related to partisan political activities.
- You shall not post content that hurt religious sentiment

## 10. RIGHTS ON USE OF OUR PROGRAMS

The company reserves the right to cancel or reschedule any Project at any time. The company also reserves the right to withdraw any Project. You explicitly agree that the company shall not be liable to you, accountable to you or to any third party for any such suspension, modification or discontinuance. You understand and agree that the company shall not be held liable by you in the event of non-availability of the platform and any of its services.

## 11. INDEMNIFICATION

If any user behaves in a way that gets us in legal or regulatory trouble, we may choose legal recourse against you. You agree to indemnify, defend (if we so deem necessary), and hold harmless WhizzCorps our group companies, and their officers, directors, management, vendors, channel partners, suppliers, employees and agents from any third-party claims, losses, damages, demands or expenses (including attorney fees) that are arising from (a) the content you post, present, or submit, (b) your use of the Services (c) your violation of these Terms, or (d) your violation of any rights of a third party. Please be aware that your indemnification obligation will survive the termination of these Terms and your use of the Services.

## 12. DISCLAIMERS

While we make best efforts to keep our platforms up and running but we depend on external service providers like Google and Amazon Web Services amongst others. Our due diligence does indicate that their platforms and services are robust however, it may be possible due to preventive maintenance their servers maybe down for some time. Our Services and the content we host has been provided on an "as is" and "as available" basis. We are not making any representations or warranties about the reliability, timeliness, integrity and availability of services coming from third parties. The user uses our services entirely at your own risk. Under no circumstances will WhizzCorps or its

suppliers, partners, management, agents or vendors be held liable for any damages due to any unforeseen disruptions or interruptions of these services.

WE WILL NOT BE LIABLE FOR ANY TRANSACTIONS CONDUCTED BY YOU WITH THIRD PARTIES THROUGH THE LINKED SITES OR FOR ANY LIABILITY ARISING FROM THE REPRESENTATIONS OR INFORMATION PROVIDED ON SUCH LINKED SITES.

## 12. BINDING AGREEMENT

You explicitly agree that the moment you create an account you are agreeing to enter into a legally binding contract with the company. If you do not agree to our terms please close your account, do not register or otherwise use our services.

## 13. UPDATING THESE TERMS

From time to time, we may update these Terms to clarify our existing practices or to reflect new or different practices or when we add new features, and we reserve the right to modify and/or make changes to these Terms at any time. If we make any material change our known methods of delivering these services, we will notify you using prominent means, for instance by email (using the email that has been specified in your account or by posting a notice through our Services). All such modifications/updates will become effective on the day they are posted unless stated otherwise.

Your continued use of our Services after changes become effective shall also mean that you accept those changes and revision to the terms of use. Any revised Terms shall supersede all previous Terms.

## 14. COMMUNICATION

Any communication that may be required to be given to the Company under these Terms shared with you may be sent by writing through post to the following addresses:

## 15. Duties

You agree to perform the services with due diligence and in a safe, competent, professional and workman like manner. In your performance of services, you agree to use your knowledge, skill and ingenuity and use the best efforts to promote the interest of the Company and the Client. You agree to comply with the additional requirements, where applicable as regards provision of your service. Any such details will be mentioned in supplemental terms of service and would be binding on you once you agree to provide such service to the Client.

## 18. Data Protection

You agree to specifically comply with the obligations laid down under the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (Data Protection Rules) and any other law for data protection in India, where applicable.

## 19. GRIEVANCE OFFICE

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Phone: +91-8669102189 (Timings: 10 AM to 7 PM, IST Monday to Friday, except holidays)

Email: support@whizzcorps.com