

TERMS OF USE

Welcome to www.wiksate.com ("Site"), owned and operated by Wiksate Solutions Private Limited, India. Wiksate Solutions Private Limited ("we" or "us" or "Wiksate") is a private limited company incorporated under the laws of the Republic of India. These Terms of Use are an agreement between us and you; they set forth the conditions for your use of this Site, including our Privacy Policy, and all information on or submitted through this Site.

Your use of this Site or any third-party sites managed by us, or your provision to us of any content or information constitutes your agreement to these Terms of Use and any other terms and conditions that may be outlined elsewhere on this Site, including but not limited to our Privacy Policy. If you do not agree to comply with these Terms of Use in their entirety or your jurisdiction will not honor the terms of this Site, you are not authorized to use this Site, and you may not access this Site or download/upload any materials or content from/to this Site. We reserve the right to modify these Terms of Use at any time for any reason and without notice. You acknowledge and agree that you are responsible for keeping yourself apprised of any such changes.

Restrictions on Use of Content

Unless otherwise noted, all materials on this Site including, without limitation, software, images, text, graphics, illustrations, logos, photographs, audio, videos and music are protected as the copyrights, trade dress and trademarks and/or other intellectual properties owned by Wiksate or affiliates or by other parties that have licensed their material to us. We expressly reserve all rights to this Site and our materials under Indian and international laws. The materials contained in this Site may not be modified or altered in any way. You may not copy or distribute any photograph, illustration, artwork, video, or other graphic material contained on this Site for any use. Except as expressly specified herein, you may not copy, distribute, enter into a database, display, perform, create derivative works of, transmit, or in any way exploit any part of our Site, including computer programs and other coding.

You acknowledge and agree that the Wiksate name, logo and other trademarks and service marks ("Our Marks") are trademarks of Wiksate in India and other countries. You may not use Our Marks for any product or service that does not belong to us, or in any manner that is likely to cause confusion about whether we are the source, affiliated with, sponsor of or endorser of any product or service. In addition, you may not use Our Marks in any manner that disparages or discredits us.

Use of Site

The Site provides an online platform for social learning, where individual learners can record and re-learn their learnings, as well as share and connect with other learners ("Service").

Subject to the terms and conditions of this Terms of Use, you are hereby granted a non-exclusive, limited, personal license to use the Service. The Site grants you permission to use the Service as set forth in this Terms of Use, provided that: (i) you will not copy, distribute, or disclose any part of the Service in any medium; (ii) you will not alter or modify any part of the Service other than as may be reasonably necessary to use the Service for its intended purpose; and (iii) you will otherwise comply with the terms and conditions of this Terms of Use.

The Site requires you to register or create a user profile, which will make you a member of the Site ("Member"). Completion of the process involves creating an account with a user name and password, which you agree to guard as confidential information and take all reasonable measures to keep secure. You agree to provide accurate, current and complete information at all times, and to update it in a timely manner. If you provide (or if we have reasonable grounds to believe you provided) inaccurate or incomplete information, we may suspend or terminate your access, application, or participation in our programs, in addition to exercising all rights and remedies allowed by law. Your account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. Members may be asked to confirm their account via an email message containing a hyperlink to the Member's account.

You may never use another Member's account without permission. You must notify the Site immediately of any breach of security or unauthorized use of your account. Although the Site will not be liable for your losses caused by any unauthorized use of your account, you shall be liable for the losses of the Site or others due to such unauthorized use. If you learn that any person is not authorized to be a Member of the Site or is otherwise violating this Terms of Use, we encourage you to notify us of the same. You agree you will not accuse any Member of being unauthorized or of violating this Terms of Use unless you have actual knowledge.

By providing the Site your email address, you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, including changes to features of the Service and special offers, in association with other corporates or organizations. You may opt out of many Service-related communications or other messages by accessing the relevant links on the Site. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Service in a manner that sends more request messages to the Site servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser. You agree not to collect or harvest any personally identifiable information, including account names, from the Service or to use the communication systems provided by the Service for any commercial solicitation purposes. You agree not to use any portion of the Service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages.

We may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without notice and liability, if, in Wiksate's sole determination, you violate any of the terms of the Terms of Use, including the following prohibited actions: (i) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (ii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (iii) uploading invalid data, viruses, worms, or other software agents through the Service; (iv) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (v) interfering with the proper working of the Service; or, (vi) bypassing the measures we may use to prevent or restrict access to the Service. Upon termination for any reason, you continue to be bound by this Terms of Use.

Wiksate reserves the right to offer alternative and/or additional Services to Members. You acknowledge that Wiksate may charge a fee for the use of any Services, provided that Wiksate notifies you of any such

fee before you incur it. Subject to the foregoing, you agree to pay any fees incurred by you. In the event that you have elected to receive additional services for a fee, and you fail to pay such fee within thirty (30) days, then in addition to all other remedies available to Wiksate, Wiksate may immediately cease providing all such additional services.

You agree that all uses of the Member profile created by you will be attributed to and legally bind you and may be relied upon by us and our agents, affiliates and other third parties with whom we work, including but not limited to our and their respective affiliates, officers, staff and agents (collectively "Third Parties"), as being a use made by you, even if someone else uses your Member profile.

User Content

The Service allows Members to post links, feedback, comments, questions, data, and other information ("User Content"). You are solely responsible for your User Content that you upload, publish, display, link to or otherwise make available (hereinafter, "post") on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. Wiksate will not review, share, distribute, or reference any such User Content except as provided herein or in our Privacy Policy or as may be required by law. Absent a Network (as defined below), all such User Content is owned by the Member who posted it to the Service, although each Member acknowledges and consents that in the event the Member is part of a Network, all User Content becomes the property of the company or university to which the Network belongs without any notice to Members of that Network (including all User Content posted to a specific Group or Groups within a Network). In either case, Wiksate does not have, nor does it claim, any ownership rights in any User Content. In addition, you should note that if you are no longer an eligible member of a Network (e.g., you cease to be employed by the relevant company/student of the relevant university), your access to all User Content you uploaded may be terminated, at the discretion of the company or university which owns the Network. Once a Member is removed from a Network, the content of that Member remains on the Network and is the sole property of the company or university which administers that Network.

By utilizing the Service, you agree to have the domain portion of your email address ("@yourcorp.com") and/or the company, university, or organization name represented by such domain portion of your email address, listed on the Wiksate website. Such listing may be removed in the event your company or university or organization wishes to unsubscribe from Wiksate.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) may constitute or contribute to a crime or tort; (iv) contains any information or content that is unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; (v) contains any information or content that is illegal; (vi) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (vii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below), rights of publicity and privacy. You understand that publishing your User Content on the Service is not a substitute for registering it with relevant intellectual property rights or other rights organisations in India or elsewhere.

For the purposes of this Terms of Use, “Intellectual Property Rights” means all patent rights, copyright rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Wiksate takes no responsibility and assumes no liability for any User Content that you or any other Members or third parties post or send over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service, is solely your responsibility. Wiksate is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree that Wiksate shall not be liable for any damages you allege to incur as a result of such User Content.

You are solely responsible for your interactions with other Wiksate Members. We reserve the right, but have no obligation, to monitor disputes between you and other Members.

Groups

Individual Members may form a group to segment the audience for certain User Content (“Group”). Each Group may have one or more moderators (the “Group Moderators”). A Group may be designated as open to any Member on the Site or in a Network (a “Public Group”) or a Group may be limited to certain Members on the Site or in a Network with membership subject to the approval of the Group Moderator (a “Private Group”). A Group Moderator may add or remove Members to that particular Group. Though Members of a Network may establish a Private Group, User Content posted within a Private Group on a Network is owned by that Network.

Network

Companies or universities that subscribe to the Site will create a network for their employees or students for use of the Service (“Network”). Each Network may have one or more individuals who are responsible for overseeing the use of, and monitoring the content posted to such Network (the “Network Administrator”). Each Member of a Network is responsible for conducting themselves in accordance with this Terms of Use. Members may be asked to confirm their account on the Network via an email message containing a hyperlink to the Member’s Network email address. If such account is not reconfirmed, the account is removed. Once a User is removed from a Network, the content of that Member remains on the Network and is the sole property of the company or university which administers that Network.

Members should follow their particular company’s or university’s policies, guidelines, and procedures concerning the Content they post to the Service. Members may delete their own User Content from the Network, so long as they are a Member of that Network. Network Administrators may delete the User Content of one or more Members in their Network.

Feedback

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Feedback"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Wiksate under any fiduciary or other obligation, that we are free to disclose the Feedback on a non-confidential basis to anyone or otherwise use the Feedback without any additional compensation to you. You acknowledge that, by acceptance of your submission, Wiksate does not waive any rights to use similar or related feedback previously known to Wiksate, or developed by its employees, or obtained from sources other than you.

Links, Frames and Metatags

You may link to the home page of our Site as long as the link does not cast us in a false or misleading light. Wiksate prefers advance notice of such linking which can be provided [redacted] or at the address and numbers listed below. You may not frame the content of our Site. You may not use metatags or any other "hidden text" that incorporates Our Marks or our name without our express prior written consent.

Links to Other Web Sites

Our Site contains links to other websites that we think may be of interest and provide them as a convenience to you. We have no control over these other sites and our links to them do not constitute our endorsement of these websites or their content. You should be aware when you leave our Site for another, and remember that other sites are governed by their own user agreements and privacy policies, which you should be sure to read. You agree that any visits to linked sites are at your own risk and are governed by their terms and policies.

Representations and Warranties

You shall be solely responsible for your own User Content and the consequences of posting or publishing it. In connection with User Content, you affirm, represent and warrant, in addition to the other representations and warranties in this Terms of Use, the following:

- A. You are at least 18 years of age, or if you are under 18 years of age you are either an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Terms of Use, and to abide by and comply with this Terms of Use.
- B. You have the written consent of each and every identifiable natural person in your Network to use such person's name or likeness in the manner contemplated by the Service and this Terms of Use, and each such person has released you from any liability that may arise in relation to such use.
- C. Your User Content and Wiksate's use thereof as contemplated by this Terms of Use and the Service will not infringe any rights of any third party, including but not limited to any Intellectual Property Rights, privacy rights and rights of publicity.
- D. You have the full power and authority to enter into this Terms of Use and to the extent that any entity is bound hereby, to bind such entity, this Terms of Use and performance of obligations under this Terms of Use do not and will not violate any other agreement to which you or such entity is a party; and this Terms of Use constitutes a legal, valid and binding obligation of you or any such entity.

Disclaimer of Warranties and Limitation of Liability

This site and all content is subject to change and is provided by us or Third Parties "as is" without any warranty or condition, and without the undertaking of any duty of any kind, express, implied, statutory or otherwise, including but not limited to any warranty or condition of merchantability, fitness for a particular purpose, non-infringement or any duty of workmanlike effort or lack of negligence. The entire risk as to satisfactory quality, performance, accuracy and effort in this site is with you. You agree that you will obtain (including via download) any content at your own risk.

Although we intend to take reasonable steps to prevent the introduction of viruses, worms, "trojan horses" or other destructive materials to our site, we and Third Parties do not guarantee or warrant that our site or materials that may be downloaded from our site are free from such destructive features. We and Third Parties are not liable to you on any legal theory for any damages or harm attributable to such features.

We and Third Parties are not liable to you on any legal theory for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary or other damages, including without limitation, loss of revenue or income, lost profits, pain and suffering, emotional distress, cost of substitute goods or services or similar damages suffered or incurred by you that results from your use of this site or your breach of any provision of these terms of use, even if we have been advised of the possibility of such damages.

In the event of any problem with this site or any content, you agree that your sole remedy is to cease using this site.

Release and Indemnity

For good and valuable consideration, the receipt and sufficiency of which you acknowledge by your entry to this Site or participation in or posting to on our platform, you hereby agree to release and waive any and all claims and/or liability against Wiksate and Third Parties, if any, arising from or in connection with your use of this Site. You also agree to indemnify and hold harmless Wiksate and Third Parties, if any, from and against any and all third party claims, demands, fines, penalties, damages, liabilities, costs, fees, expenses or amounts of any kind or nature whatsoever, including, without limitation, attorneys' fees, arising or resulting from or in connection with your use of this Site or failure to abide by any applicable law. You also agree to cooperate fully in the defense of any of the foregoing.

Termination

We reserve the right to terminate the Site and these Terms of Use at any time without notice for any reason including, in the case of the Terms of Use, for your violation of any of its provisions. The Disclaimer of Warranties, Limitation of Liability, Release and Indemnity and Governing Law Sections of these Terms of Use shall survive any such termination.

Governing Law

These Terms of Use will be governed by the laws of the Republic of India applicable to contracts made and performed there without regard to its conflicts of law principles. You agree to submit to the exclusive

jurisdiction of the courts in Pune, Maharashtra, India and waive any jurisdictional, venue or inconvenient forum objections to such courts.

Entire Agreement

These Terms of Use, including the Privacy Policy, are the entire agreement between you and us and supersede any prior understandings (oral or written).

Severability

If any provision of this Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Terms of Use, which shall remain in full force and effect.

Waiver of terms

No waiver of any term of this Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Wiksate's failure to assert any right or provision under this Terms of Use shall not constitute a waiver of such right or provision.

Changes and Updates to Terms of Use

We may change or update these Terms of Use and we encourage you to refer back to it periodically. When we revise these Terms of Use we will also revise the Effective Date below.

Effective Date:

PRIVACY POLICY

We are committed to protecting your privacy. This Privacy Policy is part of our Terms of Use and is designed to help you understand how www.wiksate.com (this "Site") collects personally identifying information about you and how it uses and discloses that information. This Privacy Policy applies to data that personally identifies you ("personal information") that is collected on this Site. Your use of this Site constitutes your agreement to this Privacy Policy.

Collection and Use of Personal Information

We may collect personally identifying data about you, such as your name, address and e-mail address, when you provide it to us voluntarily. We may also collect some information automatically from your visit to the Site, through the use of "cookies" and other similar electronic tracking methods. These methods may collect such information as your domain name and host for Internet access; the Internet address of the site from which you came; the date and time of your access; your computer's IP address and information about its operating system, browser and host; the date and time you access the Site and the pages you visit. If you do not want to receive cookies, you may set your browser to reject them. However, if you turn cookies off, you may not have access to some of the Site's services and features. Unless you have adjusted your browser setting so that it will refuse cookies, our system may issue cookies when you access the Site. We also may employ Web beacons from Third Parties to help us compile aggregated statistics regarding the operations of our Site.

We may share your personal information with third party service providers, affiliates and agents who use the information to help us respond to your requests and to perform services on our behalf, and with Third Parties who we think have a similar mission to ours to enable them to reach you with similar or related messages. We do not rent or sell your personal information to Third Parties.

Wiksate is a social platform that requires you to become a Member of the Site in order to access our Service. It is interactive platform where you can connect and share with other Members on the Site. Data you provide as part of your Wiksate profile is available to other users of your Network(s).

Wiksate works better when more people take part in communicating and sharing on a Wiksate Network. For this reason, the Service encourages people to send invitations to others who are not yet on Wiksate. If you choose to provide us with email addresses or other personal information of people inside or outside your organization, we will use that information to enable you and other users to invite those people to join the appropriate Wiksate Network.

We may also suggest contacts that you may want to add to your Wiksate Network. If you choose to add them to your Wiksate Network, we will send them an invitation to join your Wiksate Network by sending an email on your behalf which may include your name, picture and other profile information.

We may collect personal information without you entering it on the Site, including by obtaining it from public sources or from Third Parties, and use it to send you information we think may be of interest to you. If you don't want to receive information from us, you can follow the instructions below to stop those messages.



You may access, correct or delete personal information you have provided to us by using the tools within the Service (for example, editing your profile information on the Service) or by contacting support at [REDACTED]. Changes you make to your information on the Service take immediate effect on your Wiksate profile, but data will be retained in secure storage for a limited period afterward as part of our standard data backup process.

We store your data in a secure manner in a restricted-access database. However, no data transmitted over the Internet can be guaranteed to be 100% secure, and we do not represent or guarantee the security of personal information or other information in any form. Similarly, we disclaim liability for personal information submitted through our Site and you provide us with this data at your own risk.

We use the personal information for the purposes for which we collect it and for related activities in support of our operations. Subject to applicable law, we reserve the right to use or disclose your personal information to Third Parties in a good faith belief that such disclosure is reasonably necessary to (a) take action regarding suspected illegal activities; (b) enforce or apply our Terms of Use and Privacy Policy; (c) comply with legal process, such as a search warrant, subpoena, statute, or court order; (d) protect our rights, reputation, personal safety and property, or those of our users, affiliates or the public; or (e) enable our consultants or service providers to help us operate or fulfill your requests more efficiently.

Additional Security

Companies, universities or organisations that subscribe to Wiksate and administer their own Network may take administrative control of that network and see the data and activities of the users on that network, and may choose to implement security or privacy policies in addition to those described in this Privacy Policy. In the event you belong to a specific Network through your company, university or organization, we encourage you to find out about specific privacy policies that are applicable additionally to your Wiksate profile.

Information You Provide About Others

Do not provide or allow others to provide personal information about anyone unless you, on your own behalf and on behalf of anyone whose information you provide: (a) have reviewed and agree with this Privacy Policy, and (b) are authorized to and do consent to have all data used and transferred internationally. By submitting any personal information about others you represent and warrant that you received such authorization beforehand.

Third Party Sites

Our Site contains links to other websites. These websites are governed by their own terms of use and privacy policies, which you should read.

Changes and Updates to this Privacy Policy

We may change or update this Privacy Policy and we encourage you to refer back to it periodically. When we revise this Privacy Policy we will also revise the Effective Date below.

Effective Date: [REDACTED]