

## Mobile App Terms and Conditions

### AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement made between you and Wings Biotech (“we,” “us” “WB” or “our”), concerning your access to and use of our mobile application (the “Application”). You agree that by accessing the Application, you have read, understood, and agree to be bound by all of these Terms and Conditions Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE APPLICATION AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Application after the date such revised Terms are posted.

### USER REGISTRATION

WB shall share your one time OTP on your registered mobile number for your one-time registration, once you are successfully signed in on the application that will be activated till you employed with us. You agree to keep your account confidential and will be responsible for all use of your account. We reserve the right to suspend your account, if we determine, in our sole discretion, that such ID has been used for any other purpose(s).

### Purpose

it’s an all-in-one platform that allows You to manage and schedule your task(s), measure your agenda(s), plan your tour(s), and more. By creating your account, You will get a platform wherein You can manage Your reports, target, distribution, tour plans, price list, New Schemes, incentives, registered DB’s List, expenses and overdue.

### INFORMATION COVERED BY THIS APPLICATION

This application applies to Information collected and processed by WB consisting of following:

- a) **Personal information** is information related to you, or a combination of pieces of information that could reasonably allow you to be identified. Personal information may consist of full name, personal contact numbers, residential address, email address, gender or date of birth.
- b) **Sensitive personal data or information** (“SPDI”) is such personal information that is collected, received, stored, transmitted or processed by WB, consisting of:
  - i) *Financial information* such as Annual turnover, profits, losses and reports;

The information provided on the Application is not intended for distribution, merely for the internal purpose of WB Sales Team.

- ii) *Business details* such as technical, operational, commercial, financial information and information in relation to data, know-how and experience, designs, plans, drawings, systems, processes, schematics, blueprints, manufacturing methods, product plans, business plans, models, prototypes and descriptions relating thereto, model names, records, reports, pricing, forecasts, analyses, compilations, studies, notes, intellectual property (including, without limitation, patents and patent applications), inventions, research, existence of, and agreements with suppliers, customers and other third parties, or any other sales and marketing information in relation to the Transaction and the products.

## **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, the Application is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Application (collectively, the “**Content**”) and the trademarks, service marks, and logos contained therein (the “**Marks**”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights. The Content and the Marks are provided on the Application “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Application and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

## **USER REPRESENTATIONS**

By using the Application, you represent and warrant that: (1) all information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you will not use the Application for any illegal or unauthorized purpose; and (5) your use of the Application will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Application (or any portion thereof) and also take reasonable steps pursuant to your appointment letter which includes termination of your employment with immediate effect.

## **PROHIBITED ACTIVITIES**

You may not access or use the Application for any purpose other than that for which we make the Application available. The Application may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

### **As a user of the Application, you agree not to:**

1. Systematically retrieve data or other content from the Application to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

The information provided on the Application is not intended for distribution, merely for the internal purpose of WB Sales Team.

2. Circumvent, disable, or otherwise interfere with security-related features of the Application, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Application and/or the Content contained therein.
3. Engage in unauthorized framing of or linking to the Application.
4. Make improper use of our support services or submit false reports to your managers.
5. Sharing confidential business information of WB.
6. Interfere with, disrupt, or create an undue burden on the Application or the networks or services connected to the Application.
7. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Application.
8. Attempt to bypass any measures of the Application designed to prevent or restrict access to the Application, or any portion of the Application.

## **USER OBLIGATION**

You have to make sure that Contributions shared by you are not false, inaccurate, or misleading. Any use of the Application in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your employment and/or rights to use the Application.

## **MOBILE APPLICATION LICENSE**

### **Use License**

We grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on electronic devices controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application. You shall not (1) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (2) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us; (3) use the application for any revenue generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; (4) use any proprietary information for personal gain.

## **SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, reports or other information regarding the Application (“**Submissions**”) provided by you to us shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **APP MANAGEMENT**

The information provided on the Application is not intended for distribution, merely for the internal purpose of WB Sales Team.

This app shall be managed internally by WB and You can see Your targets on the home page which includes target, achievements and distributor list. WB shall also preserve Your last 3 years' report.

## **TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the Application. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE APPLICATION, TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE APPLICATION OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and termination of your employment.

## **MODIFICATIONS**

We reserve the right to change, modify, or remove the contents of the Application at any time or for any reason at our sole discretion without notice.

## **CORRECTIONS**

We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Application at any time, without prior notice.

## **USER DATA**

We will maintain certain data that you transmit to the application for the purpose of your daily assignments, comments, status and related achievements given to you by your manager. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the application.

## **GOVERNING LAW**

This T&C shall be governed by and construed in accordance with the laws of India and shall be submitted to the exclusive jurisdiction of competent courts of New Delhi.

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