TERMS AND CONDITIONS

Welcome to the terms of use (**Terms of Use**) for Coding Ninjas. The Coding Ninjas services, such as courses, content, instructor support, training platforms, and activities (collectively the Service) and websites www.codingninjas.com and www.codingninjas.in, and applications (Site/ Platform) are operated by Sunrise Mentors Private Limited (collectively, us, we or the Company). These terms apply to our applications, website, whatsapp groups, facebook groups, social media presence on platforms such as Facebook, Instagram.

By accessing or using our Site or using our services, the user (you) signify that you have read, understood and agree to be bound by these Terms (in the manner provided for specifically).

The Terms describes the basis on which you may access and use our Services.

In addition to this document, the Terms consist of:
  I.   Privacy Policy;
  II.   Intellectual Property Policy;
  III.   Placement Terms;
  IV.   Credits Policy; and
  V.   additional conditions that may be applicable to specific Services obtain by you from us. For example, individuals accessing the 'Career Camp' module would be bound by terms of the Deferred Payment Agreement, executed between us and the trainee.

We may prevent, suspend or terminate your access to the Platform and the Services, if you do not agree to be bound by these Terms (or any subsequent amendment or modification to any such Term).

We reserve the right to modify these Terms and may provide you (at our discretion) notification of such amendment/ modification. Your continued use of the Site indicates your acceptance of the amended Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

1. ACCOUNTS

You need an account (**Account**) for most activities on the Site. By signing on the platform and creating an account you confirm that you are the age of majority and competent / of entering into a contract in your country. If you are not of age, then we request you to take assistance of a parent or guardian to create an account and help you enroll and pay for courses that are relevant for you.

You shall use the Account to enroll for Services that may be provided on the specific terms and conditions as may be applicable.

You agree and undertake to provide true, correct, accurate and complete information, including your:
(i)   Name;
(ii) Email;
(iii) Phone number (if required)

In addition, from time to time, based on the Services availed by you, we may request for additional information such as your address, financial information, and educational qualifications.

Please do not share your Account details, personal information with others. Any harm or loss suffered on account of an unauthorized disclosure or access of your Account shall be borne by you.

You cannot transfer your account to any other person, and a third party may not access your account without our permission. We may terminate, suspend or cancel your account if we are made aware of any such authorized access or use.

Please let us know as soon as possible if you believe that someone else is using your Account (or if you suspect any other breach of security) by contacting our support team at contact@codingninjas.com.

You can at any time decide to terminate your account by contacting us at contact@codingninjas.com. Please refer to our Privacy Policy to know about what happens when you terminate your Account.

2. USER CONDUCT AND BEHAVIOUR

You agree to participate in any Services with sincerity, diligence and not indulgence in any unethical, corrupt or illegal practice. This includes behaviour that amounts to cheating, collusion or any co-ordination action conducted with the intention to subvert these Terms or any conditions that may be applicable.

You agree not to post, transmit or cause to be posted or transmitted any content, message or post that amounts to solicitation of a service or a business, or provided with the intent or activities commonly referred to as "phishing", "pharming" or "whaling", or any message or post intended to obtain personal information, including passwords, financial information, card details or confidential information of a person.

You shall also not indulge in activities that amount to:
- Harassment of other users, instructors, Coding Ninjas personnel, or other third parties;
- Disparage, defame or bring disrepute to any person; or
- Show hostility, bully or create disharmony among other users or third parties.

We have the right to report any such suspicious activity to legal or law enforcement authorities without notice from time to time.

You agree to provide true and correct information to us at the time of enrolment, and not use any tool, service, platform or technique to change your location or provide incorrect details with an aim to impact any restrictions, limitations, or technical features to the Services.

You may not do any of the following while accessing or using the Platform and Services:
I. access, tamper with, or use non-public areas of the Platform, Company's computer systems, or the technical delivery systems of company's service providers;
II. disable, interfere with, or try to circumvent any of the features of the Platforms related to security or probe, scan, or test the vulnerability of any of our systems;
III. copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of or content on the Platform or Services;
IV. access or search or attempt to access or search our Platform by any means (automated or otherwise) other than through our currently available search functionalities that are provided via our platform. You may not scrape, spider, use a robot, or use other automated means of any kind to access the Services.
V. in any way use the Services to send altered, deceptive, or false source-identifying information; or interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the platforms or services, or in any other manner interfering with or creating an undue burden on the Services.
VI. Downloading or any other means of illegally acquiring the content

3. COURSE AND CONTENT

By creating an Account you shall receive access to videos, text, or other material (**Content**), training programs (**Courses**), advise and support (**Instructors**) and services such as training platforms and technologies, on our Platform. These Services may be made available for free or onthe payment of charges that may be displayed on the Platform.

You will have the license to access to view our course via our Platform for the duration of the course and subsequently, as may be notified to you.

The Services, especially any Courses or Content are for your personal use and benefit alone, and not meant for commercial use. You are granted a limited, non-exclusive, non-transferable license to access and view the Courses and associated Content solely for your personal, non- commercial, educational purposes through the Services. All other uses are expressly prohibited.

This does not give you any right to resell the course in any manner, or display, distribute, or make available any Course or Content on the Platform to any third party any manner, for a fee or otherwise.

This includes but is not limited to, sharing account information with third parties, downloading the course, sharing or uploading the course on any platform.

We reserve the right to revoke any license to access and use any Services at any point in time if we decide or are obligated to disable access to a course due to legal or policy reasons.

Some of the additional features/ Services on the Platform or a Course may be disabled by us from time to time. For example, we may disable, suspend or terminate access to translations, Q&A services, teaching assistance, if such services are no longer available, on the lack of availability of instructors, or other considerations (that may be notified on the Platform or to you specifically).

We also retain the right to cancel, reschedule, modify, alter or rearrange any Course, or any Content, including any lectures by instructors, representation of topics in Courses, scoring of tests, quizzes, manner of evaluation.

4. PAYMENTS, CREDITS, AND REFUNDS

4.1 Pricing

The prices of the Courses and other Services are informed to you on the Platform, and may vary from time to time. Pricing may also be determined based on other considerations such as (but not limited to): I. applicable promotions or discount vouchers;

- II. a user's credits on the platform;
- III. their location at the time of the use of the Platform or the declared country of residence at the time of creating an Account;
- IV. currency of payment; or
- V. applicable taxes and fees or fees which may be incurred by us for bank transfers, or   currency conversion.

We may also agree to provide bulk rates for institutional purchases, which may be accessible based on your email id, specific links or other forms of access as developed by us.

The price applicable to a course will be the price at the time you complete your purchase of the course (at checkout).

4.2 Payments

You agree to pay the fees for the Services that you purchase. To achieve this, you agree to share with us/ our authorised payments partners with your personal and financial information that may be necessary, and authorize us to charge your debit or credit card or process other means of payment (such as direct debit, or mobile wallet) for such fees.

You agree that you are authorised to use the payment instrument or payment method by which you make any payment to us, and that such payment method has been duly and validly issued.

We may continue to provide you access to a Course or any other Services, even if your payment to us fails, subject to you making the payment within the time period prescribed by us. We reserve the right to disable access to any Service for which we have not received adequate payments.

We may also issue you credits for high performance, your participation in contests, referral programs, events, or other activities on the Platforms. You may use such 'credits' towards paying for a Service on the Platform. We would request you to refer to the Credits Policy to know more about term, duration, and nature of such Credits.

PLEASE NOTE THAT ANY CREDITS ISSUED BY US ARE NOT REDEEMABLE FOR CASH AND CANNOT BE TRANSFERRED TO ANY THIRD PARTY AS PAYMENT FOR ANY GOOD OR SERVICE.

4.3 Refunds

We have different refund policies for our different offerings.

Refunds: For Job Bootcamp Course offering

We provide a 100% refund for our Job Bootcamp courses/offerings if the request is raised within 7 days of the batch start date. Post 7 days of batch start, fees paid is not refundable under any circumstances.

To claim "7-day no question asked" refund, kindly follow the below procedure:
- Drop an email to: refund@codingninjas.com with the subject "Job Bootcamp refund | Registered email id". (Please do not forget to provide the registered email id in the subject)
- Ensure that the email is received within 7 days of batch start.
- Refund amount calculation: You will get a 100% refund if you raise a request within the first 7 days of batch start. For example: if the batch start date is 10th August, then you should raise the request by 16th August by 11:59 PM IST. Request post that won't be eligible for refund claim.
- Refund timelines:

- In case you paid via a loan:
  - The down payment refund will be processed within 25 working days of receiving the refund email
  - Loan cancellation will be done within 25 working days of receiving the refund email
  - In case one or more of your EMIs get debited while the loan cancellation is being processed, the same shall be refunded to your account within 25 working days post-loan cancellation.
- In case you made a one-shot payment: Your refund will be processed within 25 working days of receiving the refund email.

Batch shifting:

Batch can be transferred to the immediate next batch (Same Course), within 7 days of the batch start date.

Our Customer Service Specialists are ready to assist you—simply call 07042333688 (Do not remove the "0") between 10 am to 7 pm from Monday to Saturday.

Refunds: For TechVarsity offering

We provide a 100% refund for our TechVarsity courses/offerings if the request is raised within 14 days of the batch start date. Post 14 days of batch start, fee paid is not refundable under any circumstances.

To claim "14-day no question asked" refund, kindly follow the below procedure:

- Drop an email to: refund@codingninjas.com with the subject "TechVarsity refund | Registered email id". (Please do not forget to provide the registered email id in the subject)
- Ensure that the email is received within 14 days of batch start.
- Refund amount calculation: You will get a 100% refund if you raise a request within the first 14 days of batch start (1st Phase of TechVarsity).
- For example: if the batch start date is 10th August, then you should raise the request by 23th August by 11:59 PM IST. Request post that won't be eligible for refund claim.
- Refund is only applicable on 1st Semester fees and not applicable on subsequent Semester fee payments
- Refund timelines:
  - In case you paid via a loan:
    - The down payment refund will be processed within 25 working days of receiving the refund email
    - Loan cancellation will be done within 25 working days of receiving the refund email
    - In case one or more of your EMIs get debited while the loan cancellation is being processed, the same shall be refunded to your account within 25 working days post-loan cancellation.

o In case you made a one-shot payment: Your refund will be processed within 25 working days of receiving the refund email.

Batch shifting:

Batch can be transferred to the immediate next batch (Same Course), within 14 days of the batch start date.

Our Customer Service Specialists are ready to assist you—simply call 07042333688 (Do not remove the "0") between 10 am to 7 pm from Monday to Saturday.

Refunds: For Certification offerings

We provide a 100% refund for our Certification courses/offerings if the request is raised within 7 days of the batch start date. Post 7 days of batch start, fees paid is not refundable under any circumstances.

To claim "7-day no question asked" refund, kindly follow the below procedure:
- Drop an email to: refund@codingninjas.com with the subject "Certification Offering refund | Registered email id". (Please do not forget to provide the registered email id in the subject)
- Ensure that the email is received within 7 days of batch start.
- Refund amount calculation: You will get a 100% refund if you raise a request within the first 7 days of batch start. For example: if the batch start date is 10th August, then you should raise the request by 16th August by 11:59 PM IST. Request post that won't be eligible for refund claim.
- Refund timelines:
  ○ In case you paid via a loan:
    ■ The down payment refund will be processed within 25 working days of receiving the refund email
    ■ Loan cancellation will be done within 25 working days of receiving the refund email
    ■ In case one or more of your EMIs get debited while the loan cancellation is being processed, the same shall be refunded to your account within 25 working days post-loan cancellation.
- In case you made a one-shot payment: Your refund will be processed within 25 working days of receiving the refund email.

Batch shifting:
Batch can be transferred to the immediate next batch (Same Course), within 7 days of the batch start date.

Our Customer Service Specialists are ready to assist you—simply call 07042333688 (Do not remove the "0") between 10 am to 7 pm from Monday to Saturday.

Refunds: Duplicate payment

Refund of the duplicate payment made by the delegate will be processed via the same source (original method of payment) in 25 working days post intimation by the customer.

Please Note: will not be liable to pay any interest or any other charges. So no charges/claims of any such nature can be made.

Note: All refunds will be processed within 25 working days after the refund request is approved by Sunrise Mentors Pvt Ltd.

5. CODING NINJAS' RIGHTS TO CONTENT YOU POST

You retain ownership of content you post to our Platform, including your feedback, messages, notes, text, documents, presentations, , and other content that you upload, publish or display. We're allowed to share your content to anyone through any media, including promoting it via advertising on other websites. You agree that you own the rights to any content shared on the Platform.

We may, at our discretion, delete or remove (without notice) any user content in its sole discretion, for any reason or no reason, including without limitation user content that in the sole judgement of the Company violates these Terms.

You also hereby grant each user of the Platform (subject to such limitations, if any, that may apply with respect to Private Content) a non-exclusive license to access your content through the Platform, and to use, reproduce, distribute, prepare derivative works of, and display such content as permitted through the functionality of the Platform and under these Terms.

6. USING PLATFORM AT YOUR OWN RISK

We do not provide any warranty or guarantee relating to any of our Services, and they are provided on an 'as-is' basis. You agree to use the Platform and avail any Service at your own risk.

We request you to be careful and prudent in your interactions with Instructors, or support officers. Please do not share any information, including personal details such as where you live, your financial information or other details. We are not liable for disputes, claims, losses, injuries, or damage of any kind that might arise out of or relate to the conduct of instructors or students.

When you use our Services, you will find links to other websites that we don't own or control, such as payment service providers, advertisers, recruitment platforms. We are not responsible for availability, reliability, accuracy of any third party services. We strongly recommend that you read the applicable terms and conditions for their use prior to accessing them.

7. OUR ROLE

We are not a University, Institute or any form of a registered or accredited institution. We provide access to online training software and content. We do not recommend use of the Coding Ninjas platform in substitution of an educational institution such as a school, college or university.

We may provide you with rewards, credentials or acknowledgements based on your completion of a Course, or performance while availing a Service. Any such recognition is given by Coding Ninjas at its discretion. Such recognitions are provided by an educational institution and nor are they equivalent to an award, degree, certificate or other recognitions provided by an educational institution.

We do not provide any guarantee admission in any educational institution or procurement of a job, or any other remunerative opportunity by accessing the Platform and availing the Services. We partner with educational institutes from time to time, to provide you access to educational programs, and Courses. These educational institutes may provide you with, through our platform, degrees, certificates upon fulfilling the criteria notified in the Courses. Enrolment in a Course or a Service provided in partnership with such educational partner does not grant you the right to any other association with such education partner (other than as specifically provided on the Platform).

8. TERMINATION, SUSPENSION

We may terminate your membership, delete your Account and any content or information that you have posted on the Site and/or prohibit you from using or accessing the Service or the Site (or any portion, aspect or feature of the Service or the Site) at our discretion, including if we identify any potential violation of these Term.

All terminations shall be made in our sole discretion and that we shall not be liable to you nor any third-party for any termination of your Account or access to our Service.

8. MISCELLANEOUS TERMS

8.1 Coding Ninjas Communications

You agree to receive communications from Company in connection with your use of Services in the form of email or SMS messages, including without limitation account activity notification, service updates, and reminders.

8.2 Member Disputes

You are solely responsible for your interactions with other Members. Coding Ninjas reserves the right, but has no obligation to monitor disputes between you and other Members.

8.3 Privacy

Use of the Services is also governed by our Privacy Policy, which is incorporated into this Agreement by this reference. By accepting this Agreement, you agree to indemnify and otherwise hold harmless the Company, its officers, employees, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages resulting from your use of the Service, unauthorized access to or alteration of your communications with or through the Service, or any other matter relating to the Service.

Any business transactions which may arise between users from their use of the Platform are the sole responsibility of the users involved. Without limitation of the terms set forth in our Privacy Policy, you understand and agree that the Company may disclose personally identifiable information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to comply with legal process, enforce this Agreement, or protect the rights, property, or safety of the Company, its users, and the public.

8.4 Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN (AS IS) AND (AS AVAILABLE) BASIS AND THAT THE COMPANY DOES NOT ASSUME ANY RESPONSIBILITY FOR PROMPT OR PROPER DELIVERY, OR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR EXISTENCE OF ANY COMMUNICATIONS BETWEEN USERS. THE COMPANY EXPRESSLY DISCLAIMS
ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE COMPANY MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE AND THAT THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE

LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8.5 Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT WILL CODING NINJAS TOTAL CUMULATIVE DAMAGES EXCEED INR 1000.

8.6 Governing Law and Dispute Resolution

The Agreement between you and Company will be governed by, and construed in accordance with the laws of India without regard to conflict of laws principles.

Subject to specific agreements relating to dispute resolution, disputes shall be subject to the laws of India and the courts of New Delhi shall have exclusive jurisdiction over all such disputes.

8.7 Mechanism for Complaints

In case any transaction or attempted transaction in violation of these Terms and/or any applicable law, rules, regulations, etc. come to your knowledge, or if you have any queries or concerns regarding the Terms, please feel free to reach out to our grievance officer Mr. Kannu Mittal at:
contact@codingninjas.com

8.8 Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction.