Overview

- This website is operated by Coke&Code Private Limited. Throughout the
 site, the terms "Coke&Code", "Coke&Code platform", "we", "us" and "our"
 refer to Coke&Code Private Limited. Coke&Code offers this website,
 including all information, tools, and services available from this site to
 you, the user, conditioned upon your acceptance of all terms, conditions,
 policies and notices stated here.
- By visiting our site, receiving or providing any services and/ or purchasing something from us, you engage in our "Service" and agree to be bounded by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content (together "Users").
- Please read these Terms of Service carefully before accessing or using our
 website. By accessing or using any part of the site, you agree to be bound
 by these Terms of Service. If you do not agree to all the terms and
 conditions of this agreement, then you may not access the website or use
 any services. If these Terms of Service are considered an offer, acceptance
 is expressly limited to these Terms of Service.
- Any new features, products or tools which are added to the current
 website shall also be subject to the Terms of Service. You can review the
 most current version of the Terms of Service at any time on this page. We
 reserve the right to update, change or replace any part of these Terms of
 Service by posting updates and/or changes to our website. It is your
 responsibility to check this page periodically for changes. Your continued
 use of or access to the website following the posting of any changes
 constitutes acceptance of those changes.

Section 1 - Miscellaneous

- By agreeing to these Terms of Service, you represent that you are at least
 the age of majority in your state or province of residence, or that you are
 the age of majority in your state or province of residence and you have
 given us your consent to allow any of your minor dependents to use this
 site.
- You cannot use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature.
- A breach or violation of any of the Terms will result in an immediate termination of your services/ account.
- You can not demand (or hold us liable) to delete your account or other related information from the website. Though you are free to request us to do so. That request may or may not be accepted.
- By agreeing to the terms of service, you also agree to adhere to our <u>Code</u>
 <u>Of Conduct</u> and vice versa.

Section 2 - General Conditions

- We reserve the right to refuse service to anyone for any reason at any time.
- You understand that your content (not including credit card information),
 may be transferred unencrypted and involve (a) transmissions over
 various networks; and (b) changes to conform and adapt to technical

- requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.
- You agree not to reproduce, duplicate, copy, sell, resell or exploit any
 portion of the Service, use of the Service, or access to the Service or any
 contact on the website through which the service is provided, without a
 prior written permission by us.
- The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Section 3 - Accuracy, Completeness And Timeliness Of Information

- We are not responsible if information made available on this site is not accurate, complete or current.
- This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Section 4 - Modifications To The Service And Prices

- Prices for our products are subject to change without notice.
- We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

• We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Section 5 - Products Or Services

- Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.
- We have made every effort to display as accurately as possible the colors and images of our products that appear on the website. We cannot guarantee that your computer monitor's display of any color will be accurate.
- We reserve the right, but are not obligated, to limit the usage of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
- We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

Section 6 - Optional Tools

• We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

- You acknowledge and agree that we provide access to such tools "as is"
 and "as available" without any warranties, representations, or conditions
 of any kind and without any endorsement. We shall have no liability
 whatsoever arising from or relating to your use of optional third-party
 tools.
- Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- We may also, in future, offer new services and/or features through the
 website (including, the release of new tools and resources). Such new
 features and/or services shall also be subject to these Terms of Service.

Section 7 - Third-Party Links

- Certain content, products and services available via our Service may include materials from third-parties.
- Third-party links on this site may direct you to third-party websites that
 are not affiliated with us. We are not responsible for examining or
 evaluating the content or accuracy and we do not warrant and will not
 have any liability or responsibility for any third-party materials or
 websites, or for any other materials, products, or services of third-parties.
- We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.

Section 8 - User Comments And Feedback

- If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
- We may, but have no obligation to, monitor, edit or remove content that
 we determine in our sole discretion are unlawful, offensive, threatening,
 libelous, defamatory, pornographic, obscene or otherwise objectionable
 or violates any party's intellectual property or these Terms of Service.
- You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Section 9 - Code Intellectual Property

• The rules below are applicable to all contests unless stated otherwise under specific contest rules and guidelines. Competitors retain ownership

of all intellectual and industrial property rights (including moral rights) in and to Submissions.

- As a condition of submission, Contestants grant Coke&Code, its subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Submission.
- Contestants provide submissions on an "as is" basis, without warranties
 or conditions of any kind, either express or implied, including, without
 limitation, any warranties or conditions of title, non-infringement,
 merchantability, or fitness for a particular purpose.
- Communications: When you visit our site, you are communicating with us electronically. You may be required to provide a valid phone number while creating any account with us or purchasing something from us. We may communicate with you by e-mail, SMS, phone call or by posting notices on our site or by any other mode of communication as provided by you to us. By providing your information you authorize Coke&Code, its affiliates, and their respective employees, agents, and contractors to initiate electronic communications by email, telephone calls, with respect to your use of our site and/or the Service(s). These communications may be made by or on behalf of Coke&Code. You acknowledge that your telephone operator and/or internet service provider may have levied certain charges on you for availing their services, and you agree to be responsible for all such charges, and Coke&Code will not be responsible for these charges. Do not submit your information if you do not consent to being contacted by telephone, text, or email. However, for certain types of communications about our site and/or Service(s) you may have the option to 'unsubscribe' from receiving such communications from us, at any time, in the manner as may be prescribed by Coke&Code from time to time.

Section 10 - Personal Information

 Your submission of personal information through the website is governed by our <u>Privacy Policy</u>.

Section 11 - Errors, Inaccuracies And Omissions

- Occasionally there may be information on our site or in the Service that
 contains typographical errors, inaccuracies or omissions that may relate
 to product descriptions, pricing, promotions, offers and availability. We
 reserve the right to correct any errors, inaccuracies or omissions, and to
 change or update information or cancel orders (or purchases) if any
 information in the Service or on any related website is inaccurate at any
 time without prior notice (including after you have submitted your order
 or purchases).
- We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Section 12 - Prohibited Uses

• In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

- for any unlawful purpose;
- to solicit others to perform or participate in any unlawful acts;
- to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- to submit false or misleading information;
- to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- to collect or track the personal information of others;
- to spam, phish, farm, pretext, spider, crawl, or scrape;
- for any obscene or immoral purpose; or
- to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Section 13 - Confidential Information

- If you would like to collaborate with Coke&Code on any of its contests or projects, whether it is paid or volunteer-based, you agree to the terms mentioned hereinbelow. This includes all problem setters, testers, editorialists, statement verifiers, admins, and project-specific consultants.
- "Confidential Information" shall mean any confidential information data, know-how, employee data, or any other confidential information disclosed by Coke&Code herein under in writing, orally or in any other form, media whether or not marked as confidential or proprietary.
- Notwithstanding the foregoing, Confidential Information shall not include information which:
 - Is known to the you at the time or disclosure;
 - Is or becomes publicly known through no wrongful act by you;
 - Is rightfully received by you from a third party without restriction of disclosure;
 - Is approved for release by Coke&Code;
 - Is disclosed pursuant to judicial order, requirement of a government agency or by operation of law.
- You agree that you will not disclose the Confidential Information to any
 third party and will not use the Confidential information other than for the
 performance of any obligations under this Terms of Service. You agree
 that the Confidential Information shall at all times remain the sole
 property of Coke&Code and that you shall take all reasonable precautions
 to prevent any unauthorized disclosure of the Confidential Information by
 any of its officers, employee or any person that has access to the
 Confidential Information.
- You agree and understand that the Confidential Information constitutes
 valuable, special and unique assets of the business of Coke&Code.
 Accordingly, you agree that, in the event of any breach of the

confidentiality obligations under this Terms of Service, in addition to any other remedies at law or in equity, Coke&Code shall be entitled to equitable relief, including injunctive relief and specific performance.

Section 14 - Indemnification

 You agree to indemnify, defend and hold harmless Coke&Code and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Section 15 - Severability

 In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Section 1 - Termination

- The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
- These Terms of Service are effective unless and until terminated by either
 you or us. You may terminate these Terms of Service at any time by
 notifying us that you no longer wish to use our Services, or when you
 cease using our site.
- If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Section 17 - Entire Agreement

- The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- These Terms of Service and any policies or operating rules posted by us
 on this site or in respect to The Service constitutes the entire agreement
 and understanding between you and us and govern your use of the
 Service, superseding any prior or contemporaneous agreements,
 communications, and proposals, whether oral or written, between you
 and us (including, but not limited to, any prior versions of the Terms of
 Service).
- Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Section 18 - Governing Law

 These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of India and jurisdiction of Delhi, India.

Section 19 - Changes To Terms Of Service

- You can review the most current version of the Terms of Service at any time on this page.
- We reserve the right, at our sole discretion, to update, change or replace
 any part of these Terms of Service by posting updates and changes on to
 our website. It is your responsibility to check our website periodically for
 changes. Your continued use of or access to our website or the Service
 following the posting of any changes to these Terms of Service constitutes
 acceptance of those changes.

Section 20 - Contact Information

 Questions about the Terms of Service should be sent to us at help@Coke&Code.com