**Terms and Conditions Service** 

Last updated: August 19, 2020

Please read these terms and conditions carefully before using Our Website.

**Interpretation and Definitions** 

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

**Definitions** 

For the purposes of these Terms and Conditions:

Affiliate means an entity that controls, is controlled by or is under common control
with a party, where "control" means ownership of 50% or more of the shares, equity
interest or other securities entitled to vote for election of directors or other managing
authority.

• Country refers to: California, United States

Company (referred to as either "the Club", "We", "Us" or "Our" in this Agreement)
 refers to CCC, 123 CCC Street.

 Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Service refers to the Website.

- Terms and Conditions (also referred as "Terms") mean these Terms and Conditions
  that form the entire agreement between You and the Company regarding the use of
  the Service. This Terms and Conditions agreement has been created with the help
  of the Terms and Conditions Generator.
- Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Website.
- Website refers to Competitive Computing Club, accessible from https://compcs.codes/
- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Website, as applicable.

## **Acknowledgment**

These are the Terms and Conditions governing the use of this Website and the agreement that operates between You and the Club. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Website.

Your access to and use of the Website is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Website.

By accessing or using the Website You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Website.

You represent that you are over the age of 1. The Club does not permit those under the age of 1 to use the Website. Any user over the age of 1 who contacts us will receive 100 points to start off with.

Your access to and use of the Website is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You

use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Website.

#### **Termination**

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Any attempt to upload viruses or malicious code will result in the immediate termination of your account.

Any attempt to probe, scan, or test the vulnerability of our Website or any system or network will also result in the immediate termination of your account.

CCC prohibits all and any forms of cheating. Cheating includes, but is not limited to any of the following behavior, on your behalf or on behalf of others:

- Sharing accounts
- Copying code
- Using online answers

If our system detects or we suspect you to be cheating, your account will be terminated.

Upon termination, Your right to use the Website will cease immediately.

### **Limitation of Liability**

Notwithstanding any damages that You might incur, the entire liability of the Club and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid.

To the maximum extent permitted by applicable law, in no event shall the Club or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Website, third-party software and/or third-party hardware used with the Website, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

#### **Governing Law**

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Website. Your use of the Application may also be subject to other local, state, national, or international laws.

#### **Disputes Resolution**

If You have any concern or dispute about the Website, You agree to first try to resolve the dispute informally by contacting the Club.

#### **United States Legal Compliance**

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## Severability and Waiver

#### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

#### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

### **Translation Interpretation**

These Terms and Conditions may have been translated if We have made them available to You on our Website. You agree that the original English text shall prevail in the case of a dispute.

# **Changes to These Terms and Conditions**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Website after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Website.

#### **Contact Us**

If you have any questions about these Terms and Conditions, You can contact us:

By email: compcscodes@gmail.com