



Please read these Terms and Conditions before using <https://maang.in>, <https://algozenith.com> and all of its subdomains (hereinafter referred to as the Website) operated by **ALGOZENITH TECHNOLOGIES PRIVATE LIMITED** (hereinafter referred to as Company) with its registered office at Plot No 365, Om Nagar, Behind Power House, Nagpur, Maharashtra, 440009, India

YOUR ACCESS TO AND USE OF THE SERVICE IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS. THESE TERMS APPLY TO ALL VISITORS, USERS AND OTHERS WHO ACCESS OR USE THE SERVICE. BY ACCESSING OR USING THE SERVICE YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DISAGREE WITH ANY PART OF THE TERMS THEN YOU ARE REQUESTED TO REFRAIN FROM ACCESSING THE SERVICE.

DEFINITIONS

1. ‘Contract’ – the document or documents setting out the services to be provided by Us together with these terms and conditions
2. “We”, “Our”, and “Us” - shall mean and refer to the Company
3. ‘You’, ‘User’ – the person, firm or organisation engaging our services.
4. ‘Software’ - any executable files, help files and all other documentation and content that is in addition to the service available on the Website for download, installation or purchase by Users.

1. CONTRACT FORMATION

A contract would exist between Us and You as soon as You make the initial payment for booking Our services.

2. SCOPE OF SERVICES

Our services include creating personalized training for competitive programming thus improving the problem solving abilities. We also help in preparing for internships and placements in top tier companies and also ace some top coding competitions. We provide various courses according to the experience of the user in programming.

3. REGISTRATION

1. Users shall register in order to get access to the services provided by the Company through the Website.
2. Users may register by linking Facebook or Google Accounts.
3. Users may explore the Website on a trial for a period of 7 days through an enrollment in a trial course by us. Please note that You shall access only such limited content and functions as may be prescribed by Us during the trial period.
4. Only those individuals who have attained majority can register themselves with Us. Individuals under the age of 18 years shall utilise or browse our Website only with the involvement, guidance and supervision of their parents and / or legal guardians, using such parent /legal guardian's registered account.

4. PAYMENT

1. Registration to the Website is free of cost.
2. Customers shall pay the prescribed amount for availing any of the Services offered by Us. We shall provide access to the content only after receiving the full payment.
3. Payment shall be made through credit/debit card, digital wallets or internet banking.
4. We use a third-party payment gateway . The relationship between the Users and third-party payment gateway shall be governed by the Terms of Use and Privacy

Policy of the said payment gateway and We shall not be party to any dispute arising there from. We are also not liable for any errors or delays made by the third-party payment gateway.

5. CANCELLATION/REFUND POLICY

1. You cannot change or cancel your subscription plan once You have subscribed and made the requisite payment. Consequently, no refunds shall be processed on cancellation of subscription or membership.
2. We shall not provide refunds where Your access is interrupted due to Your insufficient system requirements such as poor Internet connection, incompatible hardware/software and the like.

6. WARRANTIES AND LIABILITIES

1. We do not warrant, guarantee or endorse the accuracy, completeness or quality of content and representations offered on our Website.
2. We undertake no liability, in any circumstances whatsoever, for the standard of services provided by third-party payment gateways.
3. We are not liable for events beyond the company's control such as natural calamities, acts of terrorism or other similar factors which cannot be reasonably mitigated against.
4. We are not responsible for any interruption of service or any loss of data while transmitting any information over the internet.
5. We do not have any control over the content and resources provided by the third party websites through ads or links.

7. OBLIGATIONS AND FORMAL UNDERTAKINGS AS TO CONDUCT

1. You agree and acknowledge that You are a restricted user of this Website, and that You shall refrain from providing any information:

- a. which is false, fraudulent, inaccurate, misleading or incomplete; or
- b. which is defamatory, libellous, unlawfully threatening or unlawfully harassing;
or
- c. which contains any viruses, trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines or executable files that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information of any person whatsoever; or
- d. which creates liability or causes us to lose in whole or in part, the services of our Internet Service Providers or other service providers/suppliers.

2. You further undertake that You shall not engage in the following activities:

- a. Systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- b. Any unauthorized use of the Website, including collection of usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
- c. Circumvention, disablement, or interference with security-related features of the Website, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Website.
- d. Unauthorized framing of or linking to the Website.
- e. Trick, defraud, or mislead Us and other Users, especially in any attempt to learn sensitive account information such as user passwords.

- f. Attempt to impersonate another user or person or use the username of another user.
- g. Sell or otherwise transfer Your profile.
- h. Use any information obtained from the Website in order to harass, abuse, or harm another person.
- i. Use the Website as part of any effort to compete with us or for any revenue generating endeavour or commercial enterprise.
- j. Disparage, tarnish, or otherwise harm, in our opinion, Us and/or the Website. **k.** Use the Website in a manner inconsistent with any applicable laws or regulations.

8. TERMINATION OF CONTRACT

1. You may discontinue from our services at any point of time, by either opting out of your membership from the Website or by writing to us at **contact@algozenith.com**.
2. We reserve the right to unilaterally terminate your use of the Website without notice or any liability for reasons of breach of the terms mentioned herein.
3. We also reserve the right to deny access to particular Users, to all/any of the services without any prior notice or explanation in order to protect the interests of other visitors to the Website.
4. You shall continue to be bound by these Terms, and shall have no right to terminate these Terms till the expiry of the same.

9. INDEMNITY

You agree to indemnify, defend and hold Us harmless from and against all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Us that arise out of or result from, any breach or non-performance of any representation, warranty,

covenant or agreement or obligation to be performed by You pursuant to these terms of use. Further, You agree to hold us harmless against any claims made by any third party due to, or arising out of, or in connection with:

- a. Your use of the Platform,
- b. Your violation of these Terms and Conditions;
- c. Your violation of any rights of another;
- d. Your alleged improper conduct pursuant to these Services;
- e. Your conduct in connection with the Website;

You agree to fully co-operate in indemnifying us at your expense. You also agree not to reach a settlement with any party without our consent.

In no event shall We be liable to compensate You or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable, and whether or not We had been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortuous action, or any other claim arising out of or in connection with the Your use of or access to the Website and/or the Services or materials contained therein.

10. INTELLECTUAL PROPERTY RIGHTS

Nothing contained herein shall give the Customer a right to use any of the Website's trade names, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports and other distinctive features, save according to the provisions of these Terms. All logos, content, trademarks, brand names, service marks, domain names are the property of the Company or the respective copyright or trade mark owner. Furthermore, with respect to the application created by the Company, the Company shall be the exclusive owner of all the designs, graphics and the like, related to the Website.

The Website contains copyrighted material, trademarks, trade secrets, patents, and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music, sound, and the entire contents of the Company protected by copyright as a collective work under the applicable copyright laws.

You shall not decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Website. No user is authorised to copy or adapt the Website's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

We reserve the right to remove any content from our Website that is alleged to infringe any other person's intellectual property.

11. DISPUTE RESOLUTION TERMS

It is expressly agreed to by the parties hereto that the formation, interpretation and performance of these Terms and any disputes arising therefrom will be resolved through a two-step Alternate Dispute Resolution mechanism. It is further agreed to by the parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or the Privacy Policy.

In case of any dispute between the parties, the parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of all parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one party communicating the existence of a dispute to the other, the dispute shall be resolved by arbitration.

The parties expressly agree that the Terms, Policy and any other agreements entered into between the parties are governed by the laws, rules and regulations of India. The policy shall be governed by and construed in accordance with the laws of India. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of, India, for the adjudication of any dispute hereunder or in connection herewith.

12. NOTICES

Any and all communication relating to any dispute or grievance experienced by the User may be communicated to the Company by the Customer by emailing to contact@algozenith.com

13. MISCELLANEOUS PROVISIONS

a. **Entire Agreement:** These Terms, read with the Privacy Policy, form the complete and final contract between the User and the Company with respect to the subject matter hereof and supersedes all other communications, representations and agreements (whether oral, written or otherwise) relating thereto.

b. **Waiver:** The failure of either You or Us, at any time to require performance of any provision of these Terms, shall in no manner affect such party's right at a later time to enforce the same. No waiver by either party of any breach of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach, or a waiver of any other breach of these Terms.

c. **Severability:** If any provision of these Terms is held to be illegal, invalid, or unenforceable by any court or authority of competent jurisdiction, the legality, validity, and enforceability of the remaining provisions of these Terms shall in no way be affected or impaired thereby, and each such provision shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms shall be reformed to the minimum extent necessary to correct any illegality, invalidity or unenforceability.