Updated: March 01, 2021

Terms & Conditions

Welcome to Rewriting the Code! These terms and conditions (the "Terms and Conditions" or "Terms") govern your usage of the <u>rewritingthecode.org</u> website, including any subdomains, sandbox, demo, integration environment, blog, or application hosted under the rewritingthecode.org root domain (collectively referred to as the "Website"). These Terms along with the Team RTC APP End User License Agreement ("EULA") also govern your usage of our mobile application (the "App"). The App and Website together may be referred to as the "Services".

By downloading or using the App or by visiting or using the Website, you hereby agree that these Terms are binding upon you. Therefore, we recommend reading these Terms before downloading the App or continuing to use the Website. We also recommend reading our Privacy Policy before downloading the App or continuing to use the Website; it is available at rewritingthecode.org/privacy-policy. You represent and warrant that you are at least seventeen (17) years of age and have the authority to, or are expressly authorized to bind another individual to these Terms.

We may, from time to time, make changes to these Terms. Thus, you are advised to review this page periodically for any changes. We will use commercially reasonable efforts to alert you that changes have been made by updating the date first listed above.

As used herein, "we" or "us" refers to Rewriting the Code, Inc. as the owner of the App, the Website, and all related intellectual property.

Use of the App

In order to use the App, you must first review and agree to be bound by the EULA in addition to these Terms. If you are unwilling to be bound by the EULA, please do not download or use the App. Your downloading or use of the App constitutes your agreement of the EULA and your willingness to be bound by the EULA.

You may not, under any circumstances, copy, modify, extract the source code of, translate, or make derivative versions of the App.

We are committed to ensuring that the App is as useful and efficient as possible. For that reason, we reserve the right to make changes to the App or to charge for the App or individual features of the App, at any time and for any reason.

Please note that some features of the App require a Wi-Fi or cellular data connection. You are solely responsible for any and all charges, including data overage fees and data roaming costs, incurred from your mobile service provider as a result of your usage of the App.

Use of the Website

You may not use the Website to: (i) harass, threaten, or defame any person or entity; (ii) access any computer or communications system without authorization, penetrate or disable any security system; (iii) distribute a computer virus; or (iv) send bulk unsolicited emails or sell or market any product or service.

While visiting the Website, you may not copy, modify, distribute, transmit, display, reproduce, publish, create derivative works from, link to or frame on another website, use on any other website, or transfer or sell the Site or any of its content. You are prohibited from using the content for any public or commercial purpose. You may not reverse engineer, disassemble, decompile, or otherwise attempt to derive source code from the Site or its content.

You are expressly prohibited from copying, modifying, distributing, transmitting, displaying, reproducing, publishing, licensing, creating derivative works from, linking to or framing on another website, using on any other website, or transferring or selling the Website or its content without our expressed, prior, and written consent. This prohibition expressly includes but is not limited to, the practices of "web scraping", "screen scraping", and "data mining".

Intellectual Property Ownership

The App itself, including all source code, along with all trademarks, service marks, copyrights and any other intellectual property rights related to it are and shall remain the property of Rewriting the Code, Inc.

No Warranty

YOU UNDERSTAND AND AGREE THAT USE OF THE SERVICES, OUR CONTENT, ANY THIRD PARTY CONTENT, OR ANY THIRD PARTY SERVICES IS AT YOUR SOLE RISK.

EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS OR IN THE PRIVACY POLICY, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, WORKMANSHIP, SAFETY, LEGAL COMPLIANCE, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE THAT YOUR USE OF THE APP AND THE WEBSITE IS BASED UPON YOUR OWN ASSESSMENT OF THE SERVICES PROVIDED AND IN NO WAY GUARANTEES YOUR PROCUREMENT OF A SCHOLARSHIP OR ACCEPTANCE INTO A COLLEGE OR UNIVERSITY. FURTHERMORE, WE MAKE NO WARRANTY AS TO THE CONTINUED EXISTENCE, AVAILABILITY, OR VIABILITY OF THE APP.

WE DISCLAIM ALL LIABILITY THAT MAY ARISE FROM YOUR USE OR NONUSE OF THE APP. ADDITIONALLY, WE DISCLAIM ALL LIABILITY ARISING FROM YOUR INABILITY TO ACCESS OR USE THE APP, INCLUDING ANY INDIVIDUAL FEATURES OF THE APP.

Termination

We reserve the right terminate your use of the App, Website, or Services at our discretion.

Miscellaneous

These Terms, together with the Privacy Policy, Code of Conduct and as applicable the EULA constitute the entire and exclusive agreement between us with respect to the subject matter, and govern your use of the Services, superseding any prior agreements or negotiations between us with respect to that subject matter. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to our intentions as reflected in the provision, and that the other provisions of these Terms

remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect.

Contact Us

If you have any questions or suggestions about these Terms and Conditions, do not hesitate to contact us at jbarricelli@rewritingthecode.org.