



TERMS OF SERVICE AGREEMENT

LAST REVISION: 1/12/2021

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I. PRODUCTS

Terms of Offer. This Website offers for sale certain products (the "Products"). By placing an order for Products through this Website, you agree to the terms set forth in this Agreement.

Customer Solicitation: Unless you notify our third-party call center reps or direct Code & Hue Pvt. Ltd. sales reps, while they are calling you, of your desire to opt-out from further direct company communications and solicitations, you are agreeing to continue to receive further emails and call solicitations Code & Hue Pvt. Ltd. and its designated in house or third party call team(s).

Opt-Out Procedure: We provide 3 easy ways to opt-out of from future solicitations. 1. You may use the opt-out link found in any email solicitation that you may receive. 2. You may also choose to opt-out, via sending your email address to: mail@codeandhue.com 3. You may send a written remove request to mail@codeandhue.com

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AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR THAT DEFECTS IN PRODUCTS WILL BE CORRECTED.

REGARDING ANY PRODUCTS PURCHASED OR OBTAINED THROUGH THE WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.



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SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

V. INDEMNIFICATION

You will release, indemnify, defend and hold harmless Code & Hue Pvt. Ltd., and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs, and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (1) this Agreement or the breach of your warranties, representations and obligations under this Agreement; (2) the Website content or your use of the Website content; (3) the Products or your use of the Products (including Trial Products); (4) any intellectual property or other proprietary rights of any person or entity; (5) your violation of any provision of this Agreement; or (6) any information or data you supplied to Code & Hue Pvt. Ltd. When Code & Hue Pvt. Ltd. is threatened with suit or sued by a third party, Code & Hue Pvt. Ltd. may seek written assurances from you concerning your promise to indemnify



Code & Hue Pvt. Ltd.; your failure to provide such assurances may be considered by Code & Hue Pvt. Ltd. to be a material breach of this Agreement. Code & Hue Pvt. Ltd. will have the right to participate in any defense by you of a third-party claim related to your use of any of the Website content or Products, with counsel of Code & Hue Pvt. Ltd. choice at its expense. Code & Hue Pvt. Ltd. will reasonably cooperate in any defense by you of a third-party claim at your request and expense. You will have sole responsibility to defend Code & Hue Pvt. Ltd. against any claim, but you must receive Code & Hue Pvt. Ltd. prior written consent regarding any related settlement. The terms of this provision will survive any termination or cancellation of this Agreement or your use of the Website or Products.

VI. PRIVACY

Code & Hue Pvt. Ltd. believes strongly in protecting user privacy and providing you with notice of Code & Hue's use of data. Please refer to Code & Hue Pvt. Ltd. privacy policy, incorporated by reference herein, which is posted on the Website.

VII. AGREEMENT TO BE BOUND

By using this Website or ordering Products, you acknowledge that you have read and agree to be bound by this Agreement and all terms and conditions on this Website.

VIII. GENERAL

Force Majeure. Code & Hue Pvt. Ltd. will not be deemed in default hereunder or held responsible for any cessation, interruption, or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, the act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott. Cessation of Operation.

Code & Hue Pvt. Ltd. may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and distribution of the Products. Entire Agreement.

This Agreement comprises the entire agreement between you and Code & Hue Pvt. Ltd. and supersedes any prior agreements pertaining to the subject matter contained herein.

Effect of Waiver. The failure of Code & Hue Pvt. Ltd. to exercise or



enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. Governing Law; Laws of India. This Website originates from Cochin, Kerala. This Agreement will be governed by the laws of the State of Kerala, India without regard to its

conflict of law principles to the contrary. Neither you nor Code & Hue Pvt. Ltd. will commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default of this Agreement, or otherwise arising under or by reason of this Agreement, other than in courts located in the State of Kerala. By using this Website or ordering Products, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding, or claim arising under or by reason of this Agreement. You hereby waive any right to trial by jury arising out of this Agreement and any related documents.

Statute of Limitation. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or Products or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Waiver of Class Action Rights. BY ENTERING INTO THIS AGREEMENT, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTION WITH THIS AGREEMENT MUST BE ASSERTED INDIVIDUALLY.

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