
Codana Inc - Terms of Service

Last updated: April 1st 2025

1. Your Agreement to these Terms

Summary: When you use Codana, you are agreeing to these terms and our Privacy Policy, and promising to safeguard your account. You agree that you are of legal age to accept these terms.

Acceptance of Terms

Codana, Inc., a Delaware corporation ("Codana") provides users with a hosted environment and community to code, build, share, and deploy software and web servers through our websites and apps (the "Service"). 1By using the Service, you are entering into a binding agreement with Codana, and you agree to comply with these Terms of Service ("Terms") and also agree to our Privacy Policy; if you do not agree, you must not use the Service. 2

1.1 Account Usage and Security

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. 3

1.2 Pro & Enterprise

Upon activation of your account, you will have access to the full range of features offered by the Service for 2 weeks. 4After 2 weeks from your account creation, certain features and functionalities will be restricted. 5A Pro tier or Enterprise tier subscription will be required to access such features after 2 weeks. 6

1.3 Minimum Age

You must be an adult to use the Service. 7If you are younger than 13, we will allow you to use the Service if you first provide us with your parent or guardian's written consent. 8If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Service, you are subject to these Terms and responsible for your child's activity on the Service. 9

2. Acceptable Use

Summary: Codana hosts a wide variety of coding projects, and that hosting only works when our users are able to work together and not abuse the Service. Certain conduct and content are prohibited on Codana. In addition, we set quotas and limits that you must follow.

2.1 Prohibited Conduct

While using the Service, you must not engage in any conduct that is abusive or violates applicable laws, regulations, or these Terms. 10

2.2 Prohibited Content

You are solely responsible for the content you create, submit, and share on the Service. 11 The following content is prohibited:

- Defamatory, harassing, abusive, threatening, or bullying. 12

- Profanity, violent, or graphic content, including hate speech or symbols.¹³
- Visual depictions or explicit descriptions of sex and nudity, including sexual advances and solicitation.¹⁴
- Promoting illegal conduct.¹⁵
- Hoaxes, malware, and pyramid schemes.¹⁶

2.3 Quotas and Limits

Codana may establish usage quotas and limits that govern your usage of the platform, including but not limited to computing resources, storage, and data transfer. 17You agree to follow these quotas and limits as they are defined by Codana. 18

3. Content on Codana

Summary: You affirm you own the rights to the content you post to Codana. You give us permission to host your content, make your content available to others, and to use it to improve our Service. Other content on Codana comes from various sources and is provided for you to use at your own risk and subject to limitations.

3.1 Your Content and Ownership

You retain any and all of your rights to any content you submit, post, or display on or through the Service, and you are responsible for protecting those rights. 19To provide the Service, you grant Codana the right to copy, display, distribute, perform, reformat, and modify your content as necessary. 20

3.2 Public Codana Repositories

Content you publish as a public repository on Codana is automatically made subject to the MIT License, which allows others to view, copy, modify, and distribute your code, on or off platform. 21

3.3 Third Party Content

Content on the Service originates from various sources and is made accessible for your use on the Service only. 22You acknowledge that your access and use of this content is at your own risk. 23

3.4 Codana Ownership

Codana owns and retains all right, title, and interest in and to the Service and related software, all improvements, enhancements or modifications thereto, and all intellectual property rights associated with the foregoing. 24

3.5 Data Protection and Privacy

Our Privacy Policy explains how we collect, use, and share your personal information and usage data. 25By using the Service, you consent to such processing and you warrant that all data provided by you is accurate. 26

4. Purchases

Summary: You are responsible to pay for any purchases, recurring subscription fees,

and usage fees that you incur on the Service. We reserve the right to refuse or cancel purchases in cases of error or fraud.

4.1 Subscription Services

You may acquire subscription services from Codana to add additional features to your account. 27Your subscription will automatically be rebilled at the end of your subscription term at the then-currently applicable rates. 28

5. Notices, Changes, and Termination

Summary: We may make changes to these terms and conditions at any time. If you provide an email address, we may use it to contact you with service announcements. Your account may be terminated at our sole discretion.

5.1 Modification of Terms and Conditions

Codana reserves the right in its sole discretion to modify or replace these terms and conditions at any time by updating these Terms. 29

5.2 Account Termination

Codana holds, in its sole discretion, the right to suspend or terminate your account. 30If you wish to delete your account, you may request account deletion by sending an email to support@codana.ai. 31

6. Limitations and Disclaimers

Summary: The Service may contain errors, inaccuracies, or omissions, which we may correct at any time. As you use the Service at your own risk, we do not accept responsibility for loss or damage. You agree to indemnify us for any loss we suffer from your use of the Service.

6.1 Disclaimer of Warranties

The Service is provided on an "AS IS" and "AS AVAILABLE" basis. 32Codana Inc, its subsidiaries, affiliates, and its licensors do not warrant that the Service will function uninterrupted, be error-free, secure or available at any particular time or location. 33

6.2 Limitation of Liability

To the maximum extent permitted by law, Codana will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages resulting from your access to or use of the Service. 34

6.3 Indemnification

You agree to indemnify and hold Codana harmless from any loss or damage incurred by Codana as a result of your use of the platform. 35

7. General Terms

7.1 Feedback and Suggestions

Any feedback or suggestions provided by you to Codana with respect to the Service will remain the sole and exclusive property of Codana. 36

7.2 Jurisdiction

These Terms are governed by the laws of the State of Delaware. 37

7.3 Contact

If you have any questions about these Terms, please contact Support. 38

Google APIs

Codana's use and transfer of information received from Google APIs to any other app is

subject to Codana's Privacy Policy and will adhere to Google's API Services User Data Policy including the Limited Use requirements. 39