

## **Terms of Service**

Welcome to MySmartCoke, an e-commerce and party service platform owned by The Coca Cola Bottling Company of Ghana Limited (“we”, “us”, or “our”). By accessing or purchasing from our website, you agree to be bound by these Terms of Service (“Terms”). These Terms apply to all users, including browsers, vendors, customers, merchants, and content contributors.

By using this website, you acknowledge that you have read, understood, and accepted these Terms. If you disagree, you must not access or use our website or services.

We reserve the right to update these Terms from time to time by posting changes on this page. Continued use of the website after such updates constitutes acceptance of the revised Terms of Service. Our store is hosted by **Adroit 360**, which provides an e-commerce platform enabling us to sell our products and services.

### **1. Online Store Terms**

You must be at least the age of majority in your country or province of residence, or you must have obtained consent from a legal guardian. Our products and services must not be used for unlawful purposes. You must not transmit viruses, malware, or destructive code. Any violation of these Terms may result in immediate termination of your access to our services.

### **2. General Conditions**

We reserve the right to refuse service to anyone, at any time, for any reason. Except for payment details, information you provide may be transferred unencrypted over networks. Payment details are always encrypted. You may not copy, sell, resell, or exploit any part of our services or website content without our prior written consent. Section headings are provided for convenience only and do not affect the interpretation of these Terms.

### **3. Accuracy of Information**

Information provided on this website may not always be accurate, complete, or current. It is offered for general purposes only and should not be solely relied upon without consulting more reliable sources. We reserve the right to update the content on this site at any time. Users are responsible for monitoring changes.

### **4. Products and Services**

Some products or services may only be available online and in limited quantities. Product images and colours are displayed as accurately as possible, but may vary depending on your device. We reserve the right to limit product sales to specific individuals, regions, or jurisdictions at our discretion. We reserve the right to discontinue or modify products without notice. We do not guarantee that products, services, or information will meet your expectations.

## **5. Billing and Account Information**

We reserve the right to refuse or limit orders at our discretion, including those that appear to be placed by resellers or distributors. You must provide accurate, current, and complete billing and account details for all purchases. You are responsible for keeping your account and payment information up to date so that transactions can be completed successfully.

## **6. Third-Party Tools and Services**

We may provide access to third-party tools on an “as is” basis, without any warranties or liabilities. Your use of third-party tools is at your own risk, and you must review and accept the terms of such providers. Future features and services added to our website will also be subject to these Terms and Conditions.

## **7. User Comments and Submissions**

By submitting comments, feedback, or materials to us (whether requested or unsolicited), you grant us the right to use, reproduce, and distribute such submissions without restriction or compensation. You are solely responsible for your submissions and must ensure they do not infringe the rights of others or violate any laws. We reserve the right to remove content deemed unlawful, offensive, or in violation of these Terms.

## **8. Personal Information**

Our Privacy Policy governs the collection and use of your personal data through our website.

## **9. Errors and Omissions**

Our website may occasionally contain errors, inaccuracies, or omissions relating to product descriptions, pricing, promotions, or availability. We reserve the right to correct such errors and cancel or update orders accordingly, without prior notice.

#### **10. Prohibited Uses**

You are prohibited from using the website or its content for: Illegal purposes, Harassment, abuse, or discrimination, uploading harmful code or malware, Misrepresentation or submitting false information. Collecting personal data of others without consent. Any activity that disrupts or circumvents website security. Violation of these rules may result in immediate termination of access.

#### **11. Disclaimer of Warranties and Limitation of Liability**

We do not guarantee uninterrupted, error-free, or secure access to our services. Our services and products are provided “as is” and “as available,” without express or implied warranties. We are not liable for damages arising from your use of our services, except where prohibited by law.

#### **12. Indemnification**

You agree to indemnify and hold harmless mySmartCoke, its affiliates, officers, employees, and partners from claims or damages resulting from your breach of these Terms or violation of applicable laws.

#### **13. Severability**

If any provision of these Terms is found invalid or unenforceable, the remaining provisions will continue in full force.

#### **14. Termination**

These Terms remain in effect until terminated by either you or us. You may terminate by ceasing use of our site. We reserve the right to terminate or suspend your account if you fail to comply with these Terms, without providing prior notice.

**15. Entire Agreement**

These Terms, along with any related policies, constitute the entire agreement between you and mySmartCoke, superseding all prior agreements and understandings, whether written or oral, between you and mySmartCoke.

**16. Governing Law**

The laws of Ghana govern these Terms.

**17. Changes to Terms**

We reserve the right to revise these Terms at any time by posting updates on our website. It is your responsibility to review this page regularly. Continued use after changes indicates acceptance of the revised Terms.