

DEVELOPER TERMS OF SERVICE

This page (together with the policies and other documents referred to on it) sets out the terms and conditions applicable to Developers in relation to their use of our Site and Service and the specific terms and conditions applicable to Uber Developers wishing to provide their services to us. These Developer Terms of Service also incorporate our **Website Terms of Use** and **Acceptable Use Policy**).

By using the Site or Service in any manner or in providing your services to us, you indicate that you accept these Developer Terms of Service (including the Referral Agreement, **Website Terms of Use** and **Acceptable Use Policy**) and that you agree to comply with them. If you do not agree to these Developer Terms of Service, you may not use any part of the Site and Service and, in the case of Uber Developers, you may not provide your services to us.

We may revise these Developer Terms of Service at any time in accordance with clause 13. We will notify you of any such changes when you log into your Account and you will be required to agree such changes in order to use the Site or Service (and in the case of Uber Developers) to provide services to us.

1 ABOUT US

- 1.1 The Service is provided by Deazy Limited (trading as Geektastic) ("**Geektastic**", "**Deazy**", "**we**", "**us**" or "**our**"), a private limited company registered in England and Wales under company number 10305788. Our registered office and principal trading address is Runway East Bristol Bridge, 1 Victoria St, Redcliffe, Bristol, England, BS1 6AA. If you need assistance or have any queries, please contact us at hello@geektastic.com.

2 DEFINITIONS

- 2.1 The following definitions apply in these Developer Terms of Service:

- **Applicant:** any person applying to become a Developer
- **Candidate** – an individual person who is invited by an Inviting Company to participate in a Peer Review Code Challenge or an Express Code Challenge.
- **Code Solution** - a submission by a Candidate setting out a technical solution to a Peer Review Code Challenge.
- **Confidential Information** means information in whatever form relating to the business, customers, products, affairs and finances of Deazy or any Geektastic Hirer or Inviting Company or Candidate whether or not such information is marked confidential
- **Developer** – an Applicant who has been accepted by us in accordance with these Developer Terms of Service and is registered as a Developer on the Service
- **Developer Account:** the Developer's account area of the Service
- **Evaluation** – means the review and evaluation of a Code Solution by an Uber Developer, in accordance with these Developer Terms of Service
- **Express Code Challenge:** has the meaning set out in paragraph 5 of these Terms of Service;
- **Express Code Challenge Royalty Fee:** a fee of £0.02 is payable each time an Express Code Challenge you create is used by Geektastic under a commercial agreement with a Third Party where they are paying Geektastic for the use of your Express Code Challenge. Fees are accrued until a payment of £25.00 is due (ie it has been used commercially 1,250 times)
- **Geektastic Hirer** – are the companies listed on our Talent Partner Marketplace page on our website here - <https://geektastic.com/talent-partner-marketplace> who are the exclusive providers of recruitment services accessed through the Site. We will notify you by email if we add or remove a company from our Talent Partner Marketplace.
- **Hiring Campaign - a detailed description of a single position of employment** published on the Site by any Geektastic Hirer.
- **Inviting Company** – also referred to as a Hirer means a business or company who has contracted with us to use our site or services for the purposes of evaluating Candidates using our Express Code Challenges and/or Peer Review Code Challenges.
- **Peer Review Code Challenge** – a technical test intended to be taken by Candidates or Developers to test coding skills used by Geektastic on the Service, also referred to as a

Take-home code challenge.

- **Privacy Notice:** means our Privacy Notice (as amended from time to time), available here;
- **Service** – all the services, features, functionality and content made available by Geektastic through the Site or any mobile application.
- **Site** - www.geektastic.com or any successor website operated by Geektastic;
- **Uber Developer** – a Developer who has been accepted and approved by Geektastic to provide Uber Developer Services in accordance with these Developer Terms of Service
- **Uber Developer Fees:** Fees payable by Geektastic to an Uber Developer for the provision of Uber Developer Services, in accordance with these Developer Terms of Service
- **Uber Developer Services** – the review of Code Solutions on the instructions of Geektastic and or review and publishing Express Code Challenges created on the site in each case in accordance with these Developer Terms of Service.

3 WHAT IS THE SERVICE?

3.1 We operate an online network of Developers and talent assessment platform supported by our network of Uber Developers. The Service permits:

- Geektastic Hirer to view anonymised information about Developers who have indicated in their Developer Account that they are Actively Looking for work, Passively Looking for work or Looking Later in order to assess them for potential roles and to contact them about potential roles and their recruitment services;
- Geektastic Hirers to view information about Developers who have applied to Hiring Campaigns;
- Inviting Companies to license the use of our Express Code Challenges, Peer Review Code Challenges and to submit Code Solutions for Evaluation.
- Developers to be given the opportunity by us to respond to Hiring Campaigns and to create and submit Express Code Challenges to the Site.
- Developers to be invited by us to apply to become Uber Developers and, if accepted by us as Uber Developers, to supply Uber Developer Services to us.

4 DEVELOPER APPLICATION AND REGISTRATION

4.1 **Application:** All Applicants must comply with the following:

- be at least 18 years of age;
- provide complete and accurate personal details, including but not limited to: name, location, programming languages they are able to work with as specified by us from time to time;
- be legally able to enter into a binding contract with us;
- be acting on their own account, and not as an employee or self-employed contractor of another company or person (other than as a personal service company, in which case the individual will need to comply and be bound by these Developer Terms of Service as well as the personal service company).

(“Eligibility Requirements”)

4.2 **Registration:** An Applicant who fulfils the Eligibility Requirements must complete all mandatory areas of the online registration form in order to apply to become a Developer and use the Service. We require all Applicants to pass any coding or other test specified by us from time to time as a condition of our acceptance and it is a condition of your application that your submission in response to any such test will be your own work and will comply with our Acceptable Use Policy. We may use any reasonable means to verify the information given by an Applicant on registration. We may reject any application for registration from any Applicant at any time, even if such application fulfils our Eligibility Requirements and even if the Applicant has passed any tests we require as a condition of being approved. If an

application for registration is approved, we will notify the Applicant and the Applicant must then set up a Developer Account on the Service. Nominated passwords or other login information can then be changed by the Applicant by logging into his/her Developer Account.

- 4.3 Once an Applicant's registration has been approved by us, the Applicant becomes a Developer and will be permitted to use the Service so long as the Developer satisfies the Eligibility Requirements and is otherwise approved by us. We may withdraw our approval at any time and for any reason.
- 4.4 **Developer Obligations:** Each Developer must at all times:
- keep any password or any other piece of security information which is chosen by him/her or allocated by us as part of the registration process strictly confidential and not disclose it to any third party;
 - keep his/her email address and all other registration details complete, accurate and up to date and notify us promptly of any changes. We will use this email address to contact him/her about his/her Developer Account, registration and the Service;
 - not permit or do anything to assist any person who is not a registered Developer to access his/her Developer Account or any part of the Service or to pass themselves off as that Developer;
 - not create additional registration accounts;
 - not pass him/herself off as another Developer or another person;
 - continue to comply with the Eligibility Requirements at all times;
 - comply at all times with these Developer Terms of Use (including the Website Terms of Use and Acceptable Use Policy)

You are solely responsible for any and all use of your Developer Account.

We have the right to disable any password or login whether chosen by the Developer or allocated by us, or to terminate the Developer's ability to use the Service, at any time, for any reason. We may withdraw our approval for your registration as a Developer at any time and for any reason.

5 EXPRESS CODE CHALLENGES

- 5.1 Any Developer will be entitled at any time to create and submit Express Code Challenges to the Site. Express Code Challenges are multi-choice technical tests (with answers) prepared by Developers which may be made available by Geektastic to other Developers, Hirers, Candidates and third parties. Express Code Challenges are not the same as Peer Review Code Challenges (see paragraph 8.7 for details on Peer Review Code Challenges). Express Code Challenges can be provided by any Developer or Candidate (not just Uber Developers) and they are multi choice tests with set answers. No Uber Developer Fee is payable for any Express Code Challenge and you will receive no credit for your Express Code Challenge when it is used by Geektastic or any third party authorised by Geektastic, unless Geektastic enters into a commercial arrangement with Hirer or third party to pay Geektastic for the use of the Express Code Challenge, in which case you will be due an **Express Code Challenge Royalty Fee** each time the challenge is completed by a candidate.
- 5.2 In consideration of Geektastic making available to you the functionality to enable creation and submission and sharing of Express Code Challenges on the Site, all right, title and interest (including all intellectual property rights) in the Express Code Challenges shall belong to Geektastic and you hereby assign with full title guarantee all copyright and all other intellectual property rights in your Express Code Challenges on submission of such Express Code Challenges on the Site. You will at our request sign any document required by us to give effect to these provisions. By submitting your Express Code Challenge to the Site, you confirm that such Express Code Challenge is your own work and has not been copied from any third party.

6 HIRING CAMPAIGNS

- 6.1 By agreeing to this Terms of Service you agree to be contacted by Geektastic Hirers in relation to a Hiring Campaign to which you have applied and/or when you have set your profile to Looking later or Actively, Passively looking for work.
- **We will not share your personal information and you remain anonymous until you either**

- Accept an approach by a Geektastic Hirer in respect to a Hiring Campaign
 - Approach a Geektastic Hirer yourself via the Service in which case we will share the details in your Developer Account so they can evaluate your suitability.
 - In either of these two situations we may make available to Geektastic Hirers the results of any Code Challenges you have completed on our site together with your name, email, phone number (if provided) and any third party profiles (such as your LinkedIn and or your GitHub profile) which you have added to your Developer Account on our Site. Please note that it is your choice whether to make any data in your Developer Account available on the to Geektastic Hirers;
 - You can find further information about how Geektastic Hirers will use your personal data at our Privacy Policy [here;].
- 6.2 Geektastic is not an employment agency or employment business for the purpose of The Conduct of Employment Agencies and Businesses Regulations 2003 and does not introduce or supply work seekers to hirers (or vice versa). Therefore we do not:
- obtain confirmation of the identity of any work-seeker or hirer, or the nature of any hirer's business;
 - obtain confirmation of the position which the hirer seeks to fill (and any relevant details such as location, hours, pay, expenses, health and safety risks or length of notice) applicable to such position;
 - obtain confirmation that the work-seeker is willing to work in the position which the hirer wishes to fill;
 - obtain confirmation of the experience, training, qualifications and any authorisation which the hirer considers necessary, or which is required by law or any professional body, to work in the position the hirer wishes to fill or whether a work-seeker has such experience, training, qualifications or authorisation;
 - take any steps to ensure that the work-seeker and hirer are aware of any requirement imposed by law or otherwise which must be satisfied by either of them to permit the work- seeker to fulfil the position to be filled;
 - take any steps to ensure that it would not be detrimental to the interests of the work-seeker or hirer for the work-seeker to work for the hirer in the position to be filled;
 - provide any information to any hirer that a work-seeker is suitable or unsuitable for a position at any time;
 - provide any references or copies of relevant qualifications or authorisations of any work- seeker
 - make any accommodation or travel arrangements for any work-seeker.

7 UBER DEVELOPERS

- 7.1 We may from time to time invite any Developer to apply to us to become an Uber Developer. No Developer will be an Uber Developer without our approval and Developers must not hold themselves out as Uber Developers if they are not approved Uber Developers. In order to be approved as an Uber Developer, a Developer may be required to undertake coding tests (which may be Peer Review Code Challenges) and/or to provide additional information or to satisfy any other requirements (at our absolute discretion) as part of our application process from time to time. We are not required to approve any Developer as an Uber Developer even if our requirements have been met by that Developer. Uber Developers must continue to comply with all these Developer Terms of Use.
- 7.2 If you are approved by us as an Uber Developer you will be eligible to provide Uber Developer Services in accordance with these Developer Terms of Use. Our approval of any Uber Developer does not guarantee that any Uber Developer Services will be offered to or accepted from that Uber Developer. We have no obligation to request any Uber Developer Services or accept any Uber Developer Services at any time.
- 7.3 We may withdraw our approval for any Uber Developer at any time for any reason.

8 UBER DEVELOPER SERVICES

- 8.1 **General:** Requests for Uber Developer Services may be posted by us on the Service from time to time. Uber Developer Services shall consist of, but not be limited to the provision of Evaluations of Code Solutions, creating new Peer-Review code challenges and also reviewing and publishing Express Code Challenges. Uber Developers may also submit unsolicited Peer Review Code Challenges to the Service for evaluation by us or other Uber Developers from time to time. Developers who are not approved Uber Developers may not provide Uber Developer Services
- 8.2 **Service Requests:**
- Each request for Uber Developer Services ("**Service Request**") may be open to all Uber Developers, to specific numbers of Uber Developers, to specific named individual Uber Developers or may be subject to qualification criteria, such as geographical location, experience, specialism or other criteria specified by us.
 - Each Service Request will specify which Uber Developer Services are required ("**Assignment Services**"), when the Assignment Services must be carried out ("**Assignment Deadline**"), what the Uber Developer must provide in order to complete the Assignment Services ("**Assignment Deliverables**").
 - If you have received a Service Request and wish to provide the Assignment Services, you should indicate your wish to do so by the method specified in the Service Request.
 - No guarantee is given that we will accept your application to provide Assignment Services in response to any Service Request. You are under no obligation to apply to provide Assignment Services at any time in response to a Service Request.
 - If, having applied to provide Assignment Services in response to a Service Request, you are selected to provide the Assignment Services, you will be notified by email and/or via your Developer Account. If so notified by us, you must provide the Assignment Services and Assignment Deliverables to us within the Assignment Deadline using all reasonable care and skill and in full compliance with these Developer Terms of Service and any additional requirements set out in the Service Request. Assignment Deliverables must be provided to us through the Site on or before the Assignment Deadline.
- 8.3 **Formation of Contract for Assignment Services:** A legally binding contract to perform the Assignment Services set out in a Service Request is formed between you and us on you receiving notification that you have been selected to provide Assignment Services in relation to such Service Request. The Service Request is not an offer by us. By applying to provide Assignment Services in response to a Service Request, you offer to provide the Assignment Services and Assignment Deliverables set out in the Service Request by the Assignment Deadline on the terms set out in the Service Request and these Developer Terms of Service. Such offer is accepted by us only if and when we confirm to you that such offer has been accepted. No contract is formed between you and any Hirer or Inviting Company in respect of any Uber Developer Services.
- 8.4 **Cancellation of Assignment Services:** Service Requests may be cancelled or suspended by us from time to time. If you have been accepted to provide Assignment Services in response to a Service Request which is subsequently cancelled, we will notify you as soon as possible. However once you have commenced provision of Assignment Services for a particular Service Request, your provision of the Assignment Services cannot be suspended or cancelled by us before the Assignment Deadline.
- 8.5 **Inability to provide Assignment Services:** If you have been notified that you have been selected to provide Assignment Services and Assignment Deliverables in response to any Service Request and you are unable to commence or complete those Assignment Services for whatever reason before the Assignment Deadline, you must immediately inform us and we will reallocate the Assignment Services. You will not be paid the Uber Developer Fee in respect of such Assignment Services.
- 8.6 **Time of the Essence:** Time is of the essence in the performance of Assignment Services. If you do not complete the Assignment Services and your Assignment Deliverables have not been accepted before the Assignment Deadline, we may at our discretion reduce or fail to pay you the Uber Developer Fee for those Assignment Services.

8.7 Submission of Peer Review Code Challenges

- We may request submission of Peer Review Code Challenges as part of any Service Request. Alternatively an Uber Developer may at any time submit a Peer Review Code Challenge to us for evaluation through his/her Account.
- If you submit such a Peer Review Code Challenge to us for evaluation, we will inform you in writing (by email or via your Developer Account) whether or not such Peer Review Code Challenge has been approved by us for use on the Service and, if it has been approved, the date on which is intended to be published and made available to Geektastic Hirers or Inviting Companies on the Service. If approved you will be paid the applicable Uber Developer Fee in respect of such Peer Review Code Challenge. Any submitted Peer Review Code Challenges which are not approved shall not be used on the Service and no Uber Developer Fees shall be payable in respect of such unapproved Peer Review Code Challenges.
- Approved Peer Review Code Challenges shall be treated as Assignment Deliverables and the submission of approved Peer Review Code Challenges shall be treated as Assignment Services under these Developer Terms of Use.

8.8 Evaluations: We may request an Evaluation of a Code Solution as part of any Service Request.

- The Assignment Deadline for an Evaluation is 12 hours from the time we provide you with the Code Solution to be evaluated.
- You must follow any guidelines we provide when preparing an Evaluation
- Evaluations are Assignment Deliverables under these Developer Terms of Use.

8.9 Assignment Deliverables: All Assignment Deliverables must comply with the following:

- they must comply with our Acceptable Use Standards;
- they must be solely your own work;
- they must not infringe the copyright and other intellectual property rights of any third party;
- they must not incorporate the confidential information of any third party;
- you must have all necessary rights to transfer and assign ownership of such Assignment Deliverables (including all copyright and other intellectual property rights in such Assignment Deliverables) to us free from any third party rights or claims.

Assignment Deliverables and Code Solutions must not be used or disclosed by you at any time other than as permitted by these Developer Terms of Use. You must only disclose any Assignment Deliverables and Code Solutions to us as part of the Uber Developer Services under this Agreement and you must make no use of them other than as strictly necessary to fulfil any Uber Developer Services for us. You indemnify us and will keep us indemnified against all costs, claims, losses and liabilities arising out of any unauthorised use or disclosure of any Assignment Deliverables or Code Solutions by you.

All right, title and interest (including all intellectual property rights) in the Assignment Deliverables shall belong to Geektastic and you hereby assign with full title guarantee all copyright and all other intellectual property rights in your Assignment Deliverables (i) in the case of Evaluations, on creation; and (ii) in the case of Peer Review Code Challenges, on approval by us of your Peer Review Code Challenge for use on the Service. You will at our request sign any document required by us to give effect to these provisions.

8.10 Uber Developer Fees: We will credit your Account with the relevant Uber Developer Fee by the end of the calendar month in which we receive payment from the relevant Inviting Company for the applicable Assignment Services.

We will have no liability to pay the Uber Developer Fee if the Uber Developer does not provide the Assignment Deliverables by the Assignment Deadline. We will not be required to pay the applicable Uber Developer Fee unless and until the Inviting Company has paid for the applicable Developer Services.

Uber Developer Fees are stated exclusive of VAT and are quoted in pounds sterling. If any Uber

Developer requires, they may submit an invoice in respect of the Uber Developer Fees to us on notification that such Uber Developer Fees are in their Uber Developer Account.

We will pay out Uber Developer Account balances at the end of each month provided that the Developer Account balance is at least £25. If it is less than £25, the balance will be carried over until the end of the next month when the account balance is at least £25. Payment will be made by direct bank transfer if paying fees into a GBP bank account or using an approved foreign money transfer services including but not limited to Transferwise Borderless, Payoneer or Revolut.

Current Uber Developer Fees are as follows:

- A minimum of £25 each time you complete an Evaluation and submit the Evaluation to us in accordance with the relevant Assignment Deadline, from time to time we might chose to temporarily increase this fee;
- A fee for Peer Review Code Challenges created, licensed and/or published to be agreed on a challenge by challenge basis to be agreed between Geektastic and the Uber Developer that creates the Peer Review Code Challenge.
- £10 for each completed review and subsequent publication of a newly created Express Code Challenge by you. For the avoidance of doubt when you review and then reject an Express Code Challenge created on the platform this will not result in the £10 fee payment. The **Assignment Deadline** for a review and publication of newly created Express Code Challenge is 48 hours.

8.11 **Your Status:** The relationship of each Uber Developer to Geektastic will be that of an independent contractor and nothing in these Developer Terms of Service shall render any Uber Developer as an employee, worker, agent or partner of Geektastic and the Uber Developer shall not hold himself or herself out as such.

The Uber Developer shall be fully responsible for and shall indemnify us for and in respect of any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Assignment Services, where the recovery is not prohibited by law.

8.12 **Your Liability:** You shall indemnify and keep indemnified Geektastic against all costs, claims, losses, liabilities, actions, fines, demands and/or penalties arising from any negligence, dishonesty, misconduct or breach of these Developer Terms of Use by you in performing any Assignment Services, including (without limitation) personal injury or death of any person, any loss or damage to property and any claim by a third party that your Assignment Deliverables infringes the copyright or other intellectual property right of any third party or that they incorporate the confidential information of any third party.

8.13 **Our Liability:** Subject to the exclusions and limitations set out in these Developer Terms of Use, our liability to you arising out of or in connection with your provision of Uber Developer Services (whether in contract, tort (including negligence and breach of statutory duty), misrepresentation or otherwise is limited to the Uber Developer Fees earned by you the preceding 12 month period prior to the cause of action.

Save as set out below, we shall have no liability for loss of profits, loss of revenue or for any indirect or consequential loss howsoever arising, even if we have been advised of the possibility of such loss or damage.

Nothing in these Developer Terms of Use excludes or restricts our liability for death or personal injury arising from our negligence, for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded or limited under applicable law.

9 ACCEPTABLE USE POLICY

9.1 It is a condition of your use of the Site and Service that you comply with our **Acceptable Use Policy**. You must comply with the spirit of our Acceptable Use Policy. We will decide in our ultimate discretion whether you have breached our Acceptable Use Policy.

9.2 In addition to our Acceptable Use Policy, you further agree to the following (which shall be deemed to be part of our Acceptable Use Policy for the purposes of these Developer Terms of Service:

- you must not contact any Candidate or Geektastic Hirer or Inviting Company, save as expressly permitted by Geektastic
- you must only use any data and content (including any Peer Review Code Challenge and Code Solution) provided to you for the purposes of the provision of Uber Developer Services for the purposes of providing those Uber Developer Services and for no other reason;
- you must not disclose any data or other content provided to you through the Service (including without limitation, any Peer Review Code Challenge or Code Solution) and any Evaluation prepared by you as part of the Uber Developer Services to any third party;
- In preparing any Evaluation, you must act fairly and decently and to the best of your ability;

10 CONFIDENTIALITY

- 10.1 You acknowledge that in the course of using the Services (or if you are also an Uber Developer, in providing Assignment Services or in responding to any Service Request) you may have access to Confidential Information. You shall not at any time use or disclose to any third party (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to (a) any use or disclosure required by law, or (b) any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure. Information relating to Geektastic Hirers or Inviting Companies and Candidates is the Confidential Information of Geektastic for the purposes of these Developer Terms of Service.

11 TERMINATION

- 11.1 We may terminate the right for the Developer to use the Service at any time for any or no reason on one day's notice to the Developer.
- 11.2 We may terminate the right for any Uber Developer to use the Service and to apply for and provide Assignment Services at any time for any or no reason on one day's notice to the Uber Developer. We shall pay the Uber Developer all outstanding Uber Developer Fees within 45 days of such termination.
- 11.3 The Developer may terminate its registration as a Developer (or as an Uber Developer) at any time by cancelling his or her registration. We shall pay the Uber Developer all outstanding Uber Developer Fees within 45 days of such termination.
- 11.4 The Uber Developer acknowledges that he/she will not be paid for any incomplete Uber Developer Services on termination by Geektastic or the Uber Developer.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 We are the owner or the licensee of all intellectual property rights in the Site and the Service and in the material published on it, including Assignment Deliverables, Peer Review Code Challenges and Express Code Challenges. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 12.2 Save as expressly set out in these Developer Terms of Service, you shall have no right, title or interest in and no right to use in any way whatsoever the Site or Service, any data input into or generated by the Service or any Assignment Deliverables, Peer Review Code Challenges, Express Code Challenges, Code Solutions or Evaluations.

13 OUR LIABILITY

- 13.1 Our liability in respect of the Uber Developer Services is set out in clause 8.13. Our liability to Developers and Uber Developers in respect of all other aspects of the Site and Service is set out in the Website Terms of Use.

14 VARIATIONS TO THESE DEVELOPER TERMS OF SERVICE

We amend these Developer Terms of Service from time to time. You will be notified of any change to these Developer Terms of Service when you log into your Developer Account and such changes will be binding on you if you continue to use our Site or Service or provide Uber Developer Services to us.

However, if you have started but not completed an Assignment prior to the change in our Developer Terms of Service, the Developer Terms of Service in force at the time the contract for such Assignment Services was made will apply to that Order.

15 BREACH OF THESE DEVELOPER TERMS OF SERVICE

15.1 If you fail to comply with or breach these Developer Terms of Service (or we have reasonable grounds to believe that you have done so) we may take all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Site and Service;
- Immediate, temporary or permanent removal of your content (or any part of your content) from the Site and Service;
- Issue of a warning to you;
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- Further legal action against you.
- Disclosure of such information to law enforcement authorities or third parties as we reasonably feel is necessary.

These actions are not limited, and we may take any other action we reasonably deem appropriate.

16 DATA PROTECTION

16.1 We process personal data in accordance with our **Privacy Notice**. Please ensure that you have read and understood our Privacy Notice before using our Service. Any changes to our **Privacy Notice** will be posted to our site. Please note that where you respond to any Hiring Campaign or you contact a Geektastic Hirer through the Service, we are not responsible for the Geektastic Hirer's use of any personal data you provide to the Geektastic Hirer or any third party profile (such as your GitHub profile) which you have added to your personal profile on the Site and we have made available to the Geektastic Hirer.

17 NOTICES

17.1 All notices given by you to us must be given to us at our address or email address given at the beginning of these Developer Terms of Service. We may give notice to you at either the email or postal address you provide to us when registering with us or by posting changes on the Site. Notice will be deemed received and properly served immediately when posted on the Site, 24 hours after an email is sent, or 3 days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

18 EVENTS OUTSIDE OUR CONTROL

18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control, including adverse weather, strikes or other industrial action, riot or civil commotion.

19 GENERAL

19.1 Any failure by us to insist upon strict performance of any of your obligations under these Developer Terms of Service or any contract with us, or any failure by us to exercise any of the rights or remedies to which we are entitled, is not a waiver by us of such rights or remedies and will not relieve you from compliance with such obligations. Any waiver must be agreed by us in writing.

19.2 We intend to rely upon these Developer Terms of Service and any document expressly referred to in them in relation to the subject matter of any contract between us. These Developer Terms of Service (including the documents referred to in these Developer Terms of Service) constitute the entire agreement between you and us relating to the Service, Site and the receipt of any services from you.

19.3 The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from these Developer Terms of Use

20 JURISDICTION AND APPLICABLE LAW

- 20.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, the Site and Service (including provision of Developer Services) although we retain the right to bring proceedings against you for breach of these Developer Terms of Service in your country of residence or any other relevant country.
- 20.2 These Developer Terms of Service and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

REFERRAL AGREEMENT

This Agreement is entered into between the below mentioned parties. This Agreement shall apply from the point of an individual's registration as a Developer on the platform and shall continue to apply until terminated or amended by the Company from time to time. The Company reserves the right to update, revoke or discontinue this Agreement from time to time.

BETWEEN:

Deazy Limited (trading as Geektastic) a company incorporated in England & Wales with company registration number 10305788 (hereinafter referred to as "**Geektastic**" or the "**Company**")

And

Individual (the "**Developer**") (hereinafter referred to as "Developer" or "you").

AGREED TERMS:

1. FEE

1.1 £100.00 (one hundred pound sterling) (hereinafter referred to as "Fee") will be payable to the Developer once a new Inviting Company sign up is complete and following the payment of the Standard Platform Fee (£250.00 (pound sterling) or whichever fee is charged by the Company at the time of a new Inviting Company signing up to the platform). The Fee payable to the Developer will be up to the amount of £100.00 as a one-off fee. The Fee will be paid thirty (30) days after the new Inviting Company pays their first invoice to the Company in full and cleared funds and the Company has received a correct invoice from the Developer.

2. OBLIGATIONS OF DEVELOPER

- 2.1 Make contact with potential new Inviting Companies and introduce the Company.
- 2.2 Provide potential new Inviting Company with the Developers unique Tracking URL.
- 2.3 Invoice the Company once a new Inviting Company has successfully signed up to the platform.
- 2.4 Respect all conditions made by the Company in accordance with their Service Agreement (<https://app.geektastic.com/legal/developer-terms-of-service>)
- 2.5 Not participate in any fraudulent activity or misuse the unique Tracking URL.
- 2.6 Declare the Fee and pay any tax or similar payment and/or deduction due on any Fee paid by the Company to the relevant local authority

3. OBLIGATIONS OF THE COMPANY

- 3.1 Provide the Developer with a unique Tracking URL.
- 3.2 Support new Inviting Companies through the sign-up process once they have declared interest to sign up to the platform.
- 3.3 Pay invoice from Developer in accordance with the terms set out in this Agreement.

4. DURATION & TERMINATION

- 4.1 This Agreement shall continue in full force and effect for an indefinite period or until terminated in accordance with clause 4.2 or 4.3.
- 4.2 Either party may terminate this Referral Agreement at any point with thirty (30) days prior written notice.
- 4.3 The Company reserves the right to terminate this Agreement with immediate effect should there be a breach of this Agreement by the Developer and the Company shall be entitled to remove the Developer from the platform entirely.

5. GENERAL

5.1 Confidentiality

5.1.1 The Developer must keep confidential:

5.1.1.1 all Confidential information provided by the Company, other than to the extent disclosure is required to perform any referrals in accordance with this Agreement or under the applicable laws; and

5.1.1.2 the terms of this Agreement.

5.2 DP Protection Laws

Both parties acknowledge that each party acts as a controller in its own right when processing personal data and neither party is processing personal data on the other's behalf. Each party agrees to comply at all times with provisions of the Data Protection Laws, co-operate with any regulatory authority for data processing; and not do or omit to do anything which will place the other party in breach of any Data Protection Laws. For the purposes of this clause, the terms "personal data", "process", "data controller", have the meanings attributed to them in the Data Protection Laws.

5.3 Warranties and Indemnities

5.3.1 Each of the parties warrants it has the power to enter into this Agreement.

5.3.2 The Developer must indemnify and hold the Company harmless for any loss, cost or damage that the Company suffers as a result of the Developer's breach of any part of this Agreement.

5.3.3 The Developer shall indemnify and keep indemnified the Company against all demands (including legal and other professional fees and expenses) which the Company may suffer, sustain, incur, pay or be put to arising from or in connection with:

5.3.3.1 any failure by the Developer and/or its staff or representatives to comply with its obligations under this Agreement;

5.3.3.2 any negligent or fraudulent act or omission by the Developer and/or its staff or representatives;

5.3.3.3 the disclosure by the Developer and/or its staff or representatives of any Confidential Information;

5.3.3.4 any employment-related claim brought by the Developer and/or its staff or representatives in connection with any service; or

5.3.3.5 the infringement by the Developer and/or its staff or representatives of the new Inviting Company's Intellectual Property Rights.

5.3.4 This Agreement constitutes a referral agreement and not a contract of employment and accordingly the Developer and/or its staff members shall be fully responsible for and shall indemnify Company for and in respect of:

5.3.4.1 any income tax, National Insurance and/or social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the referral where such recovery is not prohibited by law. The Developer and/or its staff shall further indemnify Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of Company's negligence or willful default;

5.3.4.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any Developer or their staff

member against Company arising out of or in connection with the provision of this referral agreement.

- 5.3.5 Neither party are liable to the other for any special, indirect or consequential damages or losses.
- 5.4 If any provision or any part of this Agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law such provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected. To the extent permitted by law, Company and the Developer shall negotiate in good faith a replacement to any provision severed under the above clause by a provision which is of similar effect but which is not illegal or unenforceable.
- 5.5 Nothing in this Agreement is intended, or shall be deemed, to establish a joint venture, employment relationship or partnership between the parties to this Agreement. Neither Party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of, or in the name of, the other party, or to bind the other party to any contract, agreement or undertaking with any third party.
- 5.6 None of the provisions of this Agreement is intended to be for the benefit of, or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.
- 5.7 This Agreement shall be governed by the laws of England and Wales and any controlling UK law and any dispute shall be resolved in the English courts.