

## CANDIDATE TERMS OF USE

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- We are provided with certain personal data about you by your Inviting Company in order for you to access and take the Code Challenge and for us to provide your Evaluation. In respect of such Personal Data, we are the data processor and the Inviting Company is the data controller. Please refer to your Inviting Company’s privacy notice to understand how they treat your data. We only use the personal data provided to us by the Inviting Company for the purposes of your Code Challenge. We will not share your personal data with any of the team that carry out the Evaluation of your Code Solution.
- We are not responsible for the manner in which the Inviting Company uses your personal data or the information we provide to them about you. The Inviting Company should have provided you with their own data policy in respect of their use of your personal information.
- Whilst between you and Geektastic, you will retain the rights to your Code Solution, you grant us the right to use your Code Solution for the purposes of archive, for comparison with other technical solutions submitted to us, analysis for the purposes of research and the provision of anonymised reports and for improving our Services. We will disclose your Code Solution and our Evaluation of it to the Inviting Company. Please ensure that the Inviting Company has informed you how they will use your Code Solution and our Evaluation of it.
- We will not enter into any correspondence with you about any Evaluation other than using the comments section within the code review, should we make that evaluation available to you. The views expressed in the Evaluation are ours and you have no right to appeal any findings we may make. If you are unhappy with your Evaluation, please discuss with your Inviting Company.
- You must not allow anyone else to access or use the Code Challenge. Your Code Solution submitted through our Service must be entirely your own work. This is very important as you have been asked to submit a Code Solution as part of a recruitment process. Your Code Solution must not infringe the copyright or other intellectual property rights of any third party, nor must it include any confidential information of any third party.
- You must accept these Terms in order to access your Code Challenge. You will be given instructions (including a time limit) for completion and submission of your Code Solution when you access the Code Challenge and you must comply with those instructions in addition to these

Terms. You must not pretend to be any other person when using our Service and you must not allow anyone else to use or have access to your Code Challenge or any of the Services.

- We may change these Terms at any time by notifying you of a change when you next access a Code Challenge. You may be required to read and accept the new Terms to continue your use of any Code Challenge.
- The Site and Service may contain links to other independent third-party websites ("**Third-party Sites**"). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). We may make available third party profiles of you through our Service (such as your GitHub profile) and you confirm you agree to such use.
- You must: (i) not use the Code Challenge, Site or Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Site or Services or any operating system; (ii) not infringe our intellectual property rights or those of any third party in relation to your use of the Code Challenge, Site or Services; (iii) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Code Challenge, Site or Services; (iv) not use the Code Challenge, Site or Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and (vi) not collect or harvest any information or data from our Service or our systems or attempt to decipher any transmissions to or from the servers running any part of the Service.
- Unless allowed in these Terms or by local law, the following restrictions apply: You may not (i) copy the Code Challenge, Site or Services except where such copying is incidental to normal use or where it is necessary for the purpose of back-up or operational security (ii) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Code Challenge, Site or Services (iii) make alterations to, or modifications of, the whole or any part of the Code Challenge, Site or Services, or permit it or them or any part of it or them to be combined with, or become incorporated in, any other programs (iv) disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Code Challenge, Site or Services or attempt to do any such thing.
- We only supply the Code Challenge, Site or Services to you for the purposes of providing information to your Inviting Company. You agree not to use the Code Challenge, Site or Services for any commercial, business or resale purposes. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity arising out of your use of the Code Challenge, Site or Services and we have no liability at all for any use made by the Inviting Company or any other person of the results of your use of the Code Challenge, Site or Services.
- We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence up to the limit specified below. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you accepted these Terms. Our maximum aggregate liability under or in connection with these Terms (including your use of the Code Challenge, Site or Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £10. Nothing in these Terms shall limit or exclude our liability for (i) death or personal injury resulting from our negligence; (ii) fraud or fraudulent misrepresentation; and (iii) any other liability that cannot be excluded or limited by English law.
- We may terminate your right to use the Code Challenge, Site or Services if you breach any of these Terms or we have reasonable grounds for believing you have. We will inform you by email if your access is terminated.

If you wish to contact us in writing, please use the contact details given in these Terms. If we have to contact you or give you notice in writing, we will do so by e-mail.

These Terms are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.