

CANDIDATE TERMS OF USE

PLEASE READ CAREFULLY BEFORE ACCESSING YOUR CODE CHALLENGE

This Code Challenge is published by or on behalf of Codesse Ltd, a private limited company registered in England and Wales under company number 9603051. Our registered office address is Alston Oak House, Harlow Road, Sawbridgeworth, Hertfordshire CM21 0AJ ("**Codesse**", "**we**" or "**us**").

You are being given access to this Code Challenge in order to submit a technical solution to us for evaluation. This evaluation and your technical solution will be disclosed by us to the employment business or agency, or other business or company who has requested you to take this Code Challenge ("**Inviting Company**"). You should satisfy yourself as to the use to be made of our evaluation and your technical solution by the Inviting Company as we have no control over their use and distribution after we have made it available to the Inviting Company.

- By downloading or otherwise accessing the Code Challenge or clicking on the "Accept" button, you agree to be bound by these terms and conditions ("**Terms**"), our Website Terms of Use and our Acceptable Use Policy. If you do not agree to these Terms, you must not access or use the Code Challenge. You should print a copy of these Terms for future reference.
- We will collect, use and disclose a limited amount of your personal data in connection with your use of the Code Challenge. Please see the **Candidate Privacy Notice** for details of the personal data we collect about you, the lawful basis of the processing of your personal data, what we use it for and who we disclose it to.
- You may not access the Code Challenge unless you are at least 18 years old
- We (or our licensors) own the Code Challenge, our website www.geektastic.com and any and all services, features and facilities, content, software and data provided through or in connection with our website and the services offered through our website ("**Services**"). We are licensing you the right to use the Code Challenge and giving you access to our Services solely for the purposes of you submitting a technical solution to that Code Challenge ("**Code Solution**") to us for evaluation commissioned by your Inviting Company ("**Evaluation**"). You have no other rights in relation to the Code Challenge, Evaluation or the Services. You may not make any other use of the Code Challenge, Evaluation or the Services: you may not copy, distribute, publish, make them available or otherwise disclose them to any other person. We will not provide our Evaluation to you. You should contact your Inviting Company if you wish to see it.
- Whilst between you and Codesse, 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. 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.
- 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, sublicense, 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.

Codesse Limited
Candidate Privacy Notice

This Privacy Notice describes how we look after your personal data you supply to us or we collect about you when you have been invited by a business (including a recruitment business) to complete a Code Challenge. It is specific to this personal data. If you use our site or service in any other way, (in particular, if you are registered as a Developer) please see our **Privacy Notice** which sets out how we collect and process personal data in our business.

Codesse Limited (company number 9603051) of Alston Oak House, Harlow Road, Sawbridgeworth, Hertfordshire CM21 0AJ is the data controller in respect of this personal data. If you have any questions about this Candidate Privacy Notice, including any requests to exercise your legal rights, please contact our data privacy manager, Rick Brownlow at rick@codesse.com or at the address given above

Personal Data we collect about you for the Code Challenge:

We collect the following personal information about you from the company (which may be a recruitment business) which has invited you to take the Code Challenge (**Inviting Company**):

- your name (first name and surname) and email address; and
- If provided by the Inviting Company, your telephone number and/or a link to any profile of you on a third party site (such as GitHub or StackOverflow).

What do we use it for?

We use your name and email to send a personalised email to you inviting you to take the Code Challenge. Once you have submitted your technical solution to the Code Challenge (**Code Solution**), we pass it to our Uber Developers for evaluation (**Evaluation**) on an anonymous basis. We do not provide any of your personal information to our Uber Developers.

We then pass your Code Solution and our Evaluation to the Inviting Company, together with your personal information (name and email address), in order to attribute the Code Solution and Evaluation to you.

Your telephone number and link to your third party profile (if provided by the Inviting Company) is stored in the Inviting Company's account area of our site, together with your name and email address. This is only available to such personnel of the Inviting Company who have been given permission to access it by the Inviting Company.

We may use your personal data if required in relation to any legal or regulatory obligation, and for defending any legal claims or enforcing our legal rights. We may also use it in order to attribute our Evaluation to you for the purposes of billing the Inviting Company, for answering any queries from the Inviting Company, for administering your Code Challenge and for general record keeping purposes for our business.

We will not use your personal data provided for the purposes of the Code Challenge for any marketing or advertising purpose.

Who else do we disclose it to?

We may have to share your personal data our IT hosting providers and IT systems administration and logging tools providers, for the purposes of operating our website and IT systems. We may also disclose it to our professional advisers (lawyers, accountants, bankers, auditors and insurers) if necessary in relation to the services they are providing to us. We may also share this information with any third parties to whom we may sell, transfer or merge parts of our business or assets.

Lawful basis for processing your personal data

Our lawful basis for processing your personal data is that it is necessary for our legitimate interests, namely the proper administration of our service, accurate record keeping, enabling invitations to be sent for Code Challenges, ensuring that your Code Solution and Evaluation is attributed to you and efficiently fulfilling our contractual duties to the Inviting Company in respect of the delivery and evaluation of Code Challenges.

How long do we keep your personal data?

We keep your personal data for so long as your Code Challenge process takes, and for a minimum of one year and maximum of 6 years afterwards, in order to respond to questions or complaints from you or your Inviting Company, to demonstrate that we have treated your personal data fairly and in accordance with the law, to maintain our records (particularly in relation to our contract with your Inviting Company in respect of your Code Challenge), and for the purposes of enforcement of our legal rights and defending legal claims. We will only keep your personal data as long as is necessary to fulfil those purposes, including our legal, accounting and reporting requirements. .

Subject to any legal or regulatory requirements, your personal data will only be held by our suppliers of systems administration and logging tools for a maximum of one month and by our other third party suppliers for the period in which they are supplying services to us.

Anonymised Data

We may also collect and share aggregated and anonymised information from your use of the Code Challenge to third parties, but you will not be personally identifiable from such data.

Your legal rights

You have certain legal rights in relation to your personal data. Please see **YOUR LEGAL RIGHTS** in our **Privacy Notice**. Please contact us if you wish to exercise any of these rights. Please note that if you exercise your right to object to or restrict our processing of your personal data or to erase your personal data, we may not be able to continue to the Code Challenge process.

You have the right to complain at any time to the Information Commissioner's Office (**ICO**) about our use of your personal data. However we would appreciate the chance to deal with your concerns before you approach the ICO, so please contact us in the first instance.

Relationship with the Inviting Company

We are not responsible for the use made by the Inviting Company of your personal data. The Inviting Company should have provided you with their own privacy notice in respect of their use of your personal data.