

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 [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 Codesse Ltd (“**Codesse**”, “**we**”, “**us**” or “**our**”), a private limited company registered in England and Wales under company number 9603051. Our registered office and principal trading address is FF28, Kao Hockham Building, Edinburgh Way, Harlow, Essex, CM20 2NQ. If you need assistance or have any queries, please contact us at hello@geektastic.com.
- 1.2 Recruitment services (including Hiring Campaigns) accessed through the Site are provided exclusively by the following third party companies (individually a “**Geektastic Hirer**” and collectively the “**Geektastic Hirers**”:

Third Republic Limited - Avalon House, 57-63 Scrutton Street, Shoreditch, London, EC2A 4PF

Chapman Black Limited – The Northern and Shell Building, 10 Lower Thames Street, London, EC3R 6EN

Ignite SAP Limited - The Northern and Shell Building, 10 Lower Thames Street, London, EC3R 6EN

EB Business Intelligence GmbH, Oststraße 10, 40211 Düsseldorf

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 a Hirer or Inviting Company to participate in a Code Challenge.
- **Code Challenge** – a technical test intended to be taken by Candidates to test coding skills used by Codesse on the Service.
- **Code Solution** - a submission by a Candidate setting out a technical solution to a Code Challenge.
- **Confidential Information** means information in whatever form relating to the business, customers, products, affairs and finances of Codesse or any 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
- **Hirer** - either a Geektastic Hirer or another company or other person intending to directly hire a Candidate or a recruitment company acting on behalf of a company or person intending to directly hire a Candidate or acting on behalf of a Candidate.

- **Hiring Campaign** - a detailed description of a single position of employment published on the Site by any Geektastic Hirer.
- **Inviting Company** - means a business or company who has requested a Code Challenge for purposes other than recruitment using our Site or Services.
- **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 Codesse through the Site or any mobile application.
- **Site** - www.geektastic.com or any successor website operated by Codesse;
- **Uber Developer** – a Developer who has been accepted and approved by Codesse to provide Uber Developer Services in accordance with these Developer Terms of Service
- **Uber Developer Fees**: Fees payable by Codesse to an Uber Developer for the provision of Uber Developer Services, in accordance with these Developer Terms of Service
- **Uber Developer Services** – the creation of Code Challenges to be used as part of the Service and/or the review of Code Solutions on the instructions of Codesse, in each case in accordance with these Developer Terms of Service.

3 WHAT IS THE SERVICE?

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

- Geektastic Hirers to view information about Developers who have indicated in their Developer Account that they are passively or actively looking for job opportunities 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;
- Hirers and Inviting Companies to license the use of our Code Challenges and to submit Code Solutions for Evaluation.
- Developers to be given the opportunity by us to respond to Hiring Campaigns.
- 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, such as date of birth, gender, name, address, 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 an Developer at any time and for any reason.

5 HIRING CAMPAIGNS AND EVALUATIONS

5.1 By agreeing to this Terms of Service you agree to be contacted by Geektastic Hiring in relation to a Hiring Campaign to which you have applied and/or when you have set your profile to Actively or Passively looking for work.

- We may make available to Geektastic Hiring your name, email, phone number (if provided) and any third party profiles (such as your GitHub profile) which you have added to your personal profile on our Site. Please note that it is your choice whether to make any third party profiles available on the site, and you can change your preferences at any time through your Developer Account;
- You can find further information about how Geektastic Hirers will use your personal data at our Privacy Policy [[here](#)].

5.2 Codesse 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.

6 UBER DEVELOPERS

6.1 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 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.

6.2 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.

6.3 We may withdraw our approval for any Uber Developer at any time for any reason.

7 UBER DEVELOPER SERVICES

7.1 **General:** Requests for Uber Developer Services may be posted by us on the Service from time to time. Uber Developer Services shall consist of the provision of Evaluations or Code Challenges. Uber Developers may also submit unsolicited 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

7.2 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**") and the Uber Developer Fee for completion of those Assignment Services.
- 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.

- 7.3 **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.
- 7.4 **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.
- 7.5 **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.
- 7.6 **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.
- 7.7 **Submission of Code Challenges**
- We may request submission of Code Challenges as part of any Service Request. Alternatively an Uber Developer may at any time submit a Code Challenge to us for evaluation through his/her Account.
 - If you submit such a Code Challenge to us for evaluation, we will inform you in writing (by email or via your Developer Account) whether or not such 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 Hirers or Inviting Companies on the Service. If approved you will be paid the applicable Uber Developer Fee in respect of such Code Challenge. Any submitted 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 Code Challenges.
 - Approved Code Challenges shall be treated as Assignment Deliverables and the submission of approved Code Challenges shall be treated as Assignment Services under these Developer Terms of Use.
- 7.8 **Evaluations:** We may request an Evaluation of a Code Solution as part of any Service Request.
- The Assignment Deadline for an Evaluation is 24 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.
- 7.9 **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 Codesse 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 Code Challenges, on approval by us of your Code Challenge for use on the Service. You will at our request sign any document required by us to give effect to these provisions.

- 7.10 **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 Hirer or 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 Developer Fee unless and until the Hirer or 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:

- £25 each time you complete an Evaluation and submit the Evaluation to us in accordance with the relevant Assignment Deadline;
- Upfront fee for code challenges created, licensed and/or published to be agreed on a challenge by challenge basis to be agreed between Codesse Limited and the Developer that creates the challenge.

- 7.11 **Your Status:** The relationship of each Uber Developer to Codesse 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 Codesse 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.

- 7.12 **Your Liability:** You shall indemnify and keep indemnified Codesse 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.

- 7.13 **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.

8 ACCEPTABLE USE POLICY

8.1 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.

8.2 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 Hirer (other than a Geektastic Hirer) or Inviting Company, save as expressly permitted by Codesse
- you must only use any data and content (including any 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 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;

9 CONFIDENTIALITY

9.1 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 Hirers or Inviting Companies and Candidates is the Confidential Information of Codesse for the purposes of these Developer Terms of Service.

10 TERMINATION

10.1 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.

10.2 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.

10.3 The Developer may terminate its registration as an 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.

10.4 The Uber Developer acknowledges that he/she will not be paid for any incomplete Uber Developer Services on termination by Codesse or the Uber Developer.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 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. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

- 11.2 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, content Code Challenges, Code Solutions or Evaluations.

12 OUR LIABILITY

- 12.1 Our liability in respect of the Uber Developer Services is set out in clause 7.14. 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.

13 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.

14 BREACH OF THESE DEVELOPER TERMS OF SERVICE

- 14.1 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.

15 DATA PROTECTION

- 15.1 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 Hirer's use of any personal data you provide to the 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 Hirer.

16 NOTICES

- 16.1 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.

17 EVENTS OUTSIDE OUR CONTROL

- 17.1 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.

18 GENERAL

- 18.1 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.
- 18.2 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.
- 18.3 The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from these Hirer Terms of Use

19 JURISDICTION AND APPLICABLE LAW

- 19.1 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.
- 19.2 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.