

GEECKO, D.O.O. WEBSITE TERMS OF SERVICE

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BY CONTINUING TO USE THIS WEBSITE, YOU AGREE TO THESE TERMS OF SERVICE (INCLUDING, BUT NOT LIMITED TO, OUR PRIVACY POLICY.) IF YOU DO NOT AGREE, PLEASE LEAVE THE SITE IMMEDIATELY.

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Geecko reserves the right, at its sole discretion, to change or modify portions of these Terms at any time. Geecko will post the changes to these Terms on the Site and will indicate at the top of this page the date these Terms were last revised. It is your responsibility to check the Terms periodically for changes. Your continued use of the Site and Content after the date any such changes become effective constitutes your acceptance of the new or revised Terms. Geecko further reserves the right, without notice and at any time: to (1) modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) modify or change the Site, or any portion of the Site, for any reason; or (3) interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

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disrupts the integrity or performance of the Site and Content or their related components, or (c) modify, adapt or hack the Site and Content to, or try to, gain unauthorized access to the restricted portions of the Site and Content or related systems or networks (i.e., circumvent any encryption or other security measures, gain access to any source code or any other underlying form of technology or information, and gain access to any part of the Site and Content, or any other products or services of Geecko that are not readily made available to the general public). The failure of Geecko to exercise or enforce any right or provision of this Section and these Terms in general will not constitute a waiver of that right or provision.

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By posting the information or other content (“User Content”) on the Site, you represent that you have the right to upload, publish, or otherwise make such User Content available on the Site and you grant us a royalty-free, non-exclusive, perpetual, irrevocable, fully paid, sublicensable and transferable worldwide license to use, modify, reproduce, distribute, display, and publish User Content. We have no obligation to provide any reports on our use of the User Content. We, however, have the right (but not the obligation) to monitor the User Content and may remove or disable any User Content at any time for any reason, or for no reason at all. You are solely responsible for all data, information and other content, that you upload, post, or otherwise provide or store in connection with or relating to the Site.

USER ACCOUNT

You are required to set up your account in order to be able to access all capabilities provided by the Site. You will be asked to provide your true, complete, and current information, such as your name and last name, date of birth (does not display in filled resume), place of residence, phone number data, email data, social networks and messenger data, data for google tag manager, User's information (IP, User-Agent, cookies), and to create a login and password in accordance with our security requirements (“User Account”). It will be your responsibility to ensure that your password is secure and hackproof and you must take all reasonably necessary steps to protect the password from loss, theft, or unauthorized disclosure. You understand and agree that any actions performed after you login to your User Account (including, but not limited to, clicking the buttons to confirm consent to any agreements and rules) will be deemed your actions or actions authorized by you, and Geecko will not be liable for any unauthorized access to your User Account due to your failure to provide a secure and hackproof password or otherwise to comply with these Terms and instructions provided on the Site. If we have reason to believe that your information is not true, we may deny you access to your User Account, the Site, or both.

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You represent and warrant that (a) you own all User Content or have obtained all permissions, releases, rights or licenses (including without limitation the right to sublicense) required to engage in your posting and other activities; (b) User Content and other activities in connection with the Site, and our exercise of all rights and licenses granted by you herein, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does User Content contain any matter that is

defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; and (c) you are eighteen (18) years of age or older.

You understand that the operation of the Site and Platform, including User Content, may be unencrypted and involve transmission to Geecko's third party vendors and hosting partners to operate and maintain the Site and Content. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of User Content. Geecko will have no liability to you for any unauthorized access or use of any of User Content, or any corruption, deletion, destruction or loss of any of User Content.

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IN CONSIDERATION OF YOUR USE OF THE SITE AND CONTENT, YOU AGREE THAT GEECKO WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) ARISING OUT OF OR RELATING TO THESE TERMS, INCLUDING WITHOUT LIMITATION, YOUR USE OR INABILITY TO USE THE SITE, PLATFORM, MATCHING SERVICES, CONTENT, PROPRIETARY INFORMATION, OR ANY INTERRUPTION OR DISRUPTION OF SUCH USE, EVEN IF GEECKO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE). THE AGGREGATE LIABILITY OF GEECKO WITH REGARD TO THESE TERMS WILL IN NO EVENT EXCEED USD\$1.00. IN THE JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY, GEECKO'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

INDEMNIFICATION

You agree to indemnify, defend, and hold Geecko (and its directors, officers, employees, and agents) harmless from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties, liabilities, or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, in connection with claims by third parties arising out of or related to (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Geecko. Geecko will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

FORCE MAJEURE

Geecko shall not have any liability if it is prevented from providing access to or use of the Site due Force Majeure. "Force Majeure" means any unavoidable cause, event or circumstances beyond Geecko's reasonable control, including, without limitation, acts of war or terrorism, civil or military disturbances, government actions or restrictions, nuclear or natural catastrophes, earthquakes, fires, floods, epidemics or pandemics, failure of the Internet, computers, servers, or any other equipment, or power outages. If Force Majeure occurs, Geecko will promptly notify you of the occurrence and details of Force Majeure.

TERM AND TERMINATION

Subject to this Section, these Terms will remain in effect while you use the Site. Geecko may, at its sole discretion and without prior notice, terminate, suspend, or block your access to the Site for any reason, including, but not limited to, violation of these Terms. Upon termination, your right to access and use the Site will terminate immediately, and any such termination may involve deletion of your User Content from our live database. Some of the provisions of these Terms, which by their nature are intended to continue after termination, will survive termination.

GOVERNING LAW AND DISPUTE RESOLUTION

If you believe that Geecko failed to adhere to these Terms, we encourage you to inform us immediately by sending your claim to hello@squallhire.com. If an amicable solution is not possible, you agree to resolve the dispute (whether arising out of these Terms or otherwise) in the state and federal courts located in Belgrade and you irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of such courts. These Terms are governed by, and will be construed in accordance with, the laws of Belgrade applicable to contracts made and performed within that city, without regard to principles of conflicts of laws.

YOU HEREBY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR ANY TRANSACTIONS CONTEMPLATED HEREBY.

ENTIRE AGREEMENT AND SEVERABILITY

These Terms, and any additions, changes, edits, or modifications made thereto by Geecko, together with Geecko's [Privacy Policy](#), constitute the entire agreement between the parties with respect to the portions of the Site available without an account ID or password and cannot be amended except by Geecko as set forth above. If any provision of these Terms is determined to be illegal or unenforceable, that provision will be first revised to give the maximum permissible effect to its original intent or, if such revision is not permitted, that specific provision will be eliminated so that these Terms will otherwise remain in full force and effect and enforceable.

Access to certain password-restricted portions of the Site, and any subsequent procurement and use of Geecko 's services may be subject to additional agreements that appear after such access is granted.

NO DEALINGS WITH SANCTIONED PERSONS

Geecko does not conduct business with or seek any commercial transactions with: (a) any entity, citizen or resident of a geographic area in which access to or use of the Geecko services is prohibited by applicable law, decree, regulation, treaty, or administrative act; (b) an entity, citizen or resident of, or located in, a geographic area that is subject to E.U. or other sovereign country sanctions or embargoes; or (c) an individual, or an individual employed by or associated with an entity, identified on the E.U. Department of Commerce's Denied Persons or Entity List, the E.U. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the E.U. Department of State's Debarred Parties List or otherwise ineligible to receive items subject to the Republic of Serbia export control laws and regulations or other economic sanction rules of any sovereign nation (collectively, a "Prohibited Counterparty"). By accessing the Site and the Content you represent and warrant that you are not a Prohibited Counterparty and you will not seek or attempt to obtain services from or a commercial relationship with Geecko.

NOTICES

Any notices to Geecko in connection with this agreement must be made by email sent to hello@squallhire.com provided that you also send a copy of such notice via nationally recognized carrier to Geecko, D.O.O., Nebojskina 20, Belgrade, 11000, the Republic of Serbia, Attn: Legal Department.