

GetPassive Developer Terms of Service

Effective date: 1 June 2026

These Developer Terms of Service are a business-to-business agreement between **GetPassive Ltd**, a company registered in England and Wales under company number **17245817** with registered office in London, United Kingdom (**GetPassive, we, us**), and the developer or business accepting these terms (**Developer, you**).

1. Definitions

Active Duration means the measured time during which an opted-in end-user device is active, eligible and available to participate in the GetPassive network, subject to GetPassive measurement and anti-fraud controls.

Country Tier means the country-rate grouping in Schedule 1.

End User means an individual who uses the Developer app and is offered the GetPassive bandwidth-sharing feature.

SDK means the GetPassive software development kit, APIs, documentation and related materials.

Speed Tier means the connection-speed or capacity category assigned by GetPassive to eligible active participation.

Internet-Sharing Network means GetPassive's consent-based network through which opted-in End User devices may act as gateway devices for access to publicly available web content.

2. SDK licence

GetPassive grants the Developer a limited, non-exclusive, non-transferable, revocable licence to integrate and use the SDK solely to enable the GetPassive service in the Developer's approved apps.

By integrating the GetPassive SDK, you enable end-users to opt into participating in GetPassive's internet-sharing network, through which partner businesses access publicly available web content for legitimate purposes.

The Developer must not reverse engineer, modify, separately commercialise, sublicense, bypass technical controls, misrepresent SDK behaviour or use the SDK for unlawful or harmful purposes.

3. Developer obligations

The Developer must:

1. obtain valid opt-in consent from each End User before enabling the SDK, meeting the standard required by PECR 2003 as amended, UK GDPR Article 6(1)(a), and related ICO guidance;
2. specifically name **GetPassive Ltd** in the consent request;
3. provide an equally prominent **Reject** option, with **Reject All** as easy as **Accept All**, reflecting current ICO enforcement expectations;
4. display or link to the GetPassive end-user privacy policy before consent is given;
5. ensure End Users are aged **18 or over** and implement appropriate age gating;
6. not install or enable the SDK on jailbroken, rooted or materially compromised devices unless this is clearly disclosed and GetPassive has approved the integration in writing;
7. provide accurate reporting, integration details, app identifiers, consent records and usage information on request;
8. promptly disable the SDK for any End User who withdraws consent;
9. comply with UK GDPR, PECR 2003 as amended, the Data (Use and Access) Act 2025 where applicable, consumer protection law, platform rules and all applicable laws; and
10. not use dark patterns, forced consent, bundled consent, pre-ticked boxes or misleading explanations.

4. GetPassive obligations

GetPassive will use reasonable endeavours to operate the service, measure eligible activity accurately, maintain appropriate security controls and pay the Developer in accordance with these terms. Service availability is provided on a best-efforts basis only. No uptime service level agreement is provided unless agreed in a separate signed order form.

5. Earnings model

Developer earnings are calculated by reference to:

Speed Tier × Active Duration × Country Tier rate

The earnings model is **not based on bandwidth consumed in gigabytes** and the Developer has no entitlement to payment calculated on a per-GB basis. GetPassive may apply fraud, quality, consent, availability, duplication, region, device-integrity and compliance checks before activity is treated as payable.

Country tiers are listed in Schedule 1. Current rates, speed-tier definitions and measurement rules may be provided in the Developer dashboard, order form or commercial schedule.

6. Payout terms

Payouts are calculated monthly and paid via Stripe Connect or another payment method approved by GetPassive. The minimum payout threshold is **US \$50**. Amounts below the threshold roll forward.

GetPassive may apply a **7-day retention period** to allow for chargebacks, fraud checks, reversals, invalid activity and compliance review. Taxes, bank fees, platform fees and currency conversion costs are the Developer's responsibility unless otherwise stated.

7. Intellectual property

GetPassive and its licensors retain all intellectual property rights in the SDK, service, documentation, trademarks and network technology. The Developer retains ownership of its apps and pre-existing materials. Feedback may be used by GetPassive without restriction or payment.

8. Confidentiality

Each party must keep confidential non-public business, technical, commercial and security information received from the other party and use it only for performing this agreement. This

obligation does not apply to information that is public, independently developed, lawfully received from a third party, or required to be disclosed by law.

9. Data protection

The parties will comply with the Joint Controller Agreement where they jointly determine purposes and means for End User participation. Where GetPassive acts only as a processor for a separate service, the Data Processing Addendum applies.

10. Indemnity

The Developer shall indemnify, keep indemnified and hold harmless GetPassive, its officers, employees, contractors and affiliates from and against all losses, liabilities, damages, fines, penalties, claims, demands, costs and expenses, including reasonable legal fees, arising out of or in connection with:

1. the Developer's failure to obtain or evidence valid End User consent;
2. misleading, incomplete or unlawful privacy notices, consent flows or user interfaces;
3. breach of PECR, UK GDPR, the Data (Use and Access) Act 2025 where applicable, platform rules or other applicable law;
4. misuse, unauthorised integration or unauthorised distribution of the SDK;
5. inaccurate reporting or fraudulent activity; or
6. third-party claims caused by the Developer's app, conduct, omissions or breach of this agreement.

This indemnity is intended to be express, clear and commercially effective, consistent with the approach to indemnity wording in **Persimmon Homes Ltd v Ove Arup & Partners Ltd [2017] EWCA Civ 373**.

11. Liability

Nothing in this agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be excluded, including under **section 2(1) of the Unfair Contract Terms Act 1977**.

Subject to the preceding paragraph, GetPassive's aggregate liability arising out of or in connection with this agreement is capped at the total fees paid by GetPassive to the Developer in the **three months** immediately before the event giving rise to the claim.

The parties agree that this limitation is reasonable between commercial parties, taking into account the framework for reasonableness considered in **Watford Electronics Ltd v Sanderson CFL Ltd [2001] EWCA Civ 317**.

GetPassive is not liable for loss of profits, loss of business, loss of goodwill, loss of anticipated savings, indirect loss or consequential loss.

12. Term and termination

Either party may terminate this agreement on **30 days' written notice**. GetPassive may terminate or suspend immediately for material breach, suspected unlawful activity, invalid consent, platform risk, security risk, fraud, non-compliance or misuse of the SDK.

On termination, the Developer must stop using the SDK, remove or disable it from apps where reasonably practicable, stop describing itself as a GetPassive partner and delete confidential materials unless retention is legally required.

13. Governing law and jurisdiction

This agreement is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

Schedule 1 — Country tiers

Tier A: United States, United Kingdom, Canada, Australia, Germany, France, Japan.

Tier B: Rest of the European Union, South Korea, Singapore.

Tier C: All other supported countries and territories.

Signature block

Signed for and on behalf of **GetPassive Ltd**

Name: **Mark Ramos**

Title: **Director**

Signature: _____

Date: _____

Signed for and on behalf of **Developer**

Developer legal name: _____

Company number / registration: _____

Name of authorised signatory: _____

Title: _____

Signature: _____

Date: _____