

NULL STACKERS (PVT.) LTD.

TERMS OF SERVICE

Effective Date: April 18, 2026 | Version 1.0

nullstackers.vercel.app

Please read these Terms of Service ("**Terms**") carefully before accessing or using the Null Stackers platform ("**Platform**"), operated by **Null Stackers (Pvt.) Ltd.**, a private limited company incorporated under the laws of Pakistan ("**Company**", "**we**", "**us**", or "**our**"). By registering for, accessing, or using the Platform, you ("**User**") agree to be bound by these Terms, our Privacy Policy, and all applicable laws and regulations. If you do not agree with any part of these Terms, you must not use the Platform.

1. DEFINITIONS

For the purposes of these Terms, the following definitions apply:

- **Platform:** The Null Stackers web application, APIs, mobile interfaces, and all associated services accessible at nullstackers.vercel.app and any successor domain.
- **Developer:** A registered user who is a computer science student or early-career software developer who offers services through the Platform.
- **Client:** A registered user (individual, startup, SME, or enterprise) who posts projects and engages Developers through the Platform.
- **Project:** A scoped unit of work posted by a Client and accepted by a Developer via the Platform's matching system.
- **Escrow:** Funds held by the Platform on behalf of a Client pending successful completion of milestones by a Developer.
- **Credential:** A digitally verifiable badge or certificate issued by the Platform upon completion of a verified Project milestone.
- **Content:** Any text, code, data, images, documents, or materials uploaded, submitted, or transmitted by a User through the Platform.

2. ELIGIBILITY & ACCOUNT REGISTRATION

2.1 Eligibility

You must be at least 18 years of age (or the age of majority in your jurisdiction) to create an account. By registering, you represent and warrant that all information you provide is accurate, current, and complete.

2.2 Account Security

You are solely responsible for maintaining the confidentiality of your login credentials. You agree to notify us immediately at support@nullstackers.com upon becoming aware of any unauthorized access to your account. The Company shall not be liable for losses arising from your failure to secure your credentials.

2.3 Account Suspension

We reserve the right to suspend or permanently terminate any account at our sole discretion if a User is found in violation of these Terms, applicable law, or any policy published by the Company.

3. PLATFORM SERVICES

Null Stackers provides an AI-powered marketplace that connects Developers and Clients. Specific services include:

- AI-powered project-to-developer matching based on verified skills, GitHub analysis, and project history.
- Structured onboarding and milestone-based certification converting project completions into verifiable credentials.
- Milestone-based escrow payment processing to protect both Clients and Developers.
- Enterprise outsourcing module providing Clients with curated, vetted junior talent at competitive rates.
- Premium Developer profile features including featured placement and AI-assisted proposal tools.

The Company acts solely as an intermediary platform. We are not a party to any agreement entered into between a Client and a Developer, nor are we an employer of any Developer.

4. ACCEPTABLE USE POLICY

Users agree to use the Platform only for lawful purposes and in a manner consistent with these Terms. The following acts are **strictly prohibited**:

Prohibited Act 1 — Reverse Engineering & Unauthorized System Access

Users are strictly prohibited from attempting to decompile, disassemble, reverse engineer, or otherwise derive the source code, algorithms, AI models, matching logic, or trade secrets of the Platform or any of its components. This includes, but is not limited to, using automated scraping tools, bots, or crawlers to extract data from the Platform without prior written consent of the Company. Any attempt to probe, scan, or test the vulnerability of the Platform's systems or networks without authorization is expressly forbidden.

Prohibited Act 2 — Use for Illegal, Harmful, or Fraudulent Activities

Users must not use the Platform to engage in, facilitate, promote, or enable any activity that violates Pakistani law (including but not limited to PECA 2016), international law, or any applicable regulation. This includes transmitting malware, conducting phishing attacks, submitting fraudulent projects or fake credentials, misrepresenting identity or professional qualifications, facilitating money laundering, or using the escrow system to process payments for goods or services not related to legitimate software development work.

Prohibited Act 3 — Circumvention of Platform Payments & Fee Evasion

Users are strictly prohibited from soliciting, accepting, or making payments for Platform-originated work outside of the Null Stackers escrow system, with the intent to circumvent the Company's commission fee. This includes sharing personal banking details, third-party payment links, or contact information for off-platform transactions during or immediately following a Platform-facilitated introduction. Violation of this provision constitutes a material breach of these Terms and may result in immediate account termination and legal action to recover lost revenue.

5. LIMITATION OF LIABILITY

5.1 Disclaimer of Warranties

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR UNINTERRUPTED, ERROR-FREE OPERATION.

5.2 Limitation of Liability Clause

LIMITATION OF LIABILITY — CORE CLAUSE

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NULL STACKERS (PVT.) LTD., ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH:

- (a) Any bugs, errors, defects, or malfunctions in the Platform or its AI-matching algorithms;
- (b) Scheduled or unscheduled downtime, service interruptions, or failure of third-party infrastructure (including cloud providers, payment processors, or authentication services);
- (c) Unauthorized access to, or alteration, theft, or destruction of, User data or Content caused by third-party cyberattacks, data breaches, or security incidents beyond the Company's reasonable control;
- (d) Loss of revenue, profits, business opportunities, goodwill, or data arising from reliance on the Platform;
- (e) Any dispute arising between a Client and a Developer regarding project deliverables, quality of work, or payment obligations.

IN ALL CASES, THE COMPANY'S TOTAL AGGREGATE LIABILITY TO ANY USER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR USE OF THE PLATFORM SHALL NOT EXCEED THE GREATER OF: (i) THE TOTAL FEES PAID BY THE USER TO THE COMPANY IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE CLAIM, OR (ii) PKR 10,000 (TEN THOUSAND RUPEES). SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY FOR CONSEQUENTIAL DAMAGES; IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

5.3 Force Majeure

The Company shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, government actions, internet outages, cyberattacks, power failures, natural disasters, or pandemics.

6. ESCROW & PAYMENT TERMS

All payments for Projects facilitated through the Platform are processed via the Null Stackers escrow system. Clients fund escrow upon project commencement; funds are released to the Developer upon Client approval of milestones. The Company charges a platform commission of **10–15%** on all completed transactions. Premium subscriptions are billed monthly and are **non-refundable** except where required by applicable law.

In the event of a payment dispute, the Company may hold escrowed funds for up to **30 calendar days** while conducting its internal review. The Company's dispute resolution decision shall be final and binding, subject

to recourse through Pakistani civil courts.

7. INTELLECTUAL PROPERTY

7.1 Platform IP

All software, AI models, algorithms, branding, trademarks, service marks, and content developed or owned by the Company remain the exclusive intellectual property of Null Stackers (Pvt.) Ltd. No license to Platform IP is granted to any User beyond the limited right to access the Platform as set forth in these Terms.

7.2 User Content & Project Deliverables

Unless explicitly agreed otherwise in a separate written Project agreement between a Client and a Developer, upon full payment of the agreed Project fee, the Client shall own all intellectual property rights in the final deliverables. Developers retain no rights to deliverables once payment is released from escrow.

7.3 Platform Licence to User Content

By uploading Content to the Platform (including GitHub repositories, portfolio items, and project samples), you grant the Company a non-exclusive, worldwide, royalty-free licence to use, display, and process such Content solely for the purpose of operating and improving the Platform's matching and verification services.

8. PRIVACY & DATA PROTECTION

The Company collects and processes personal data in accordance with its Privacy Policy, available on the Platform. By using the Platform, you consent to such collection and processing. The Company implements industry-standard security measures including TLS encryption, access controls, and regular security audits to protect User data. In the event of a confirmed data breach, the Company shall notify affected Users within **72 hours** of becoming aware of the breach, consistent with GDPR principles and applicable Pakistani law.

9. THIRD-PARTY SERVICES & INTEGRATIONS

The Platform integrates with third-party services including but not limited to GitHub, payment processors, and cloud infrastructure providers. The Company does not warrant the reliability, accuracy, or continuity of third-party services and shall not be liable for any damage or loss caused by third-party service failures. Users accessing third-party services through the Platform do so subject to those third parties' own terms of service.

10. TERMINATION

Either party may terminate the User's account at any time. Users may close their account by contacting support. The Company reserves the right to immediately suspend or terminate access without prior notice if a User violates these Terms, engages in fraudulent activity, or poses a risk to the Platform or other Users. Upon termination:

- All pending escrow funds shall be released in accordance with the prevailing dispute resolution process.
 - Active Projects shall be cancelled and Clients shall receive pro-rata refunds for uncompleted milestones.
 - Earned Credentials remain valid and accessible to Developers post-termination.
 - Provisions relating to IP, liability, indemnification, and governing law shall survive termination.
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11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Null Stackers (Pvt.) Ltd. and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in any way connected with: (a) your access to or use of the Platform; (b) your violation of these Terms; (c) your infringement of any third-party right, including intellectual property or privacy rights; or (d) any dispute between you and another User of the Platform.

12. GOVERNING LAW & DISPUTE RESOLUTION

These Terms shall be governed by and construed in accordance with the laws of the **Islamic Republic of Pakistan**, without regard to its conflict of law principles. Any dispute arising out of or in connection with these Terms shall first be subject to good-faith negotiation between the parties for a period of **30 days**. If unresolved, disputes shall be submitted to binding arbitration in **Lahore, Pakistan**, under the Arbitration Act 1940 (as amended), with proceedings conducted in the English language. Each party shall bear its own costs unless the arbitrator determines otherwise.

13. HOW THESE CLAUSES PROTECT NULL STACKERS AS AN IT VENDOR

Vendor Protection — Justification Statement

As an AI-powered two-sided marketplace, Null Stackers occupies the role of a technology intermediary — not a guarantor of project outcomes or a direct employer of Developers. The **Limitation of Liability Clause** (Section 5) is foundational to this role: it mirrors standard shrink-wrap and click-wrap ToS models used by major platforms (Upwork, Fiverr, GitHub) and ensures that software bugs, infrastructure downtime, or third-party security breaches do not expose the Company to disproportionate financial claims from Users. By capping aggregate liability at the lower of three months' collected fees or PKR 10,000, the clause creates a commercially viable risk envelope consistent with the Company's early-stage revenue profile.

The **Acceptable Use Policy** (Section 4) provides three targeted legal shields: first, the reverse-engineering prohibition protects the Company's proprietary AI matching algorithms and competitive moat from replication by bad actors; second, the prohibition on illegal activities ensures PECA 2016 compliance and shields the Company from vicarious liability for User-initiated cybercrimes; and third, the fee-circumvention prohibition protects the Company's core revenue stream — the platform commission — from systematic evasion by Users who form off-platform relationships after initial introductions are facilitated by the Platform. Together, these clauses constitute a legally coherent, practically enforceable framework that allows Null Stackers to operate as a trusted, defensible IT vendor in both the Pakistani market and internationally.

14. AMENDMENTS TO THESE TERMS

The Company reserves the right to modify these Terms at any time. Material changes will be communicated to registered Users via email or prominent Platform notification at least **14 days** prior to the effective date. Continued use of the Platform after the effective date constitutes acceptance of the revised Terms. If you do not agree to the revised Terms, you must discontinue use of the Platform.

15. CONTACT INFORMATION

Company	Null Stackers (Pvt.) Ltd.
Registered in	Pakistan (Private Limited Company)
Email	legal@nullstackers.com
Support	support@nullstackers.com
Website	nullstackers.vercel.app
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Null Stackers (Pvt.) Ltd.
Authorized Signatory

CEO / Founder

Document Control

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