



# TERMS OF USE

*Last Modified: November 2, 2023*

**THESE TERMS OF USE CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION. IF YOU ACCEPT THESE TERMS, YOU AND TASKIMONY AGREE TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION AND GIVE UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION.**

## **I. Introduction:**

These terms of use are entered into by and between you and **Karriage Transport Inc. d/b/a Taskimony** (“Taskimony,” “Company,” “we,” or “us”). The following terms and conditions, together with any documents they incorporate by reference (collectively, “Terms of Use”), govern your access to and use any Taskimony software applications, mobile applications, or websites, including the website at <https://Taskimony.com/> and including any content, functionality, and services offered on or through <https://Taskimony.com/> (collectively, the “Platform”), whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use the Platform. **BY USING THE PLATFORM OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU HEREBY EXPLICITLY ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND OUR PRIVACY POLICY, INCORPORATED HEREIN BY REFERENCE. *If you do not wish to agree to these Terms of Use or the Privacy Policy, you must not access or use the Platform.***

This Platform is offered and available to users who are 18 years of age, and reside in the United States or any of its territories or possessions. By using this Platform, you represent and warrant that you are of legal age to form a binding contract with Taskimony and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.

## **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

## **Accessing the Platform and Account Security**

We reserve the right to withdraw or amend this Platform, and any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including registered users.

You are responsible for ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use and comply with them.

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on the Platform is accurate, up to date, and complete. You agree that all information you provide to register with this Platform or otherwise, including, but not limited to, through the use of any interactive features on the Platform, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Your username and password are unique to you and you must treat such information as confidential and you must not disclose it to any other person or entity. You acknowledge that your account is for personal, individual use and agree not to provide any other person with access to this Platform or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security or suspected breach of security to the Platform. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information and be sure to log out of your account after use of the Platform.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Intellectual Property Rights**

The Platform uses proprietary methodology. The Platform and its contents, features, and functionality (including, but not limited to, all information, inputs, prompts, questions, templates, software, text, displays, images, video, audio, and the methodology, design, selection, and arrangement thereof) are owned by Taskimony, or its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Platform for your personal, non-commercial use. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Platform, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing the documents.
- You may store files that are automatically cached by your web browser for display enhancement purposes.

- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Make copies of any materials or documents from this site, or to make them available online or otherwise to others, except as necessary for your personal, non-commercial use.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by Taskimony. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Taskimony may collect and store data and information related to your use of the Platform that is used by Taskimony as detailed in our Privacy Policy. You hereby unconditionally and irrevocably grant to Taskimony an assignment of all right, title, and interest in and to the data, including all intellectual property rights relating thereto, whether created or acquired by Taskimony prior to or after your acceptance of these Terms of Use.

### **Trademarks**

The name, logo, related terms, product and service names, designs, and slogans are trademarks and the intellectual property of Taskimony or its affiliates or licensors. You must not use such marks without the prior written permission of Taskimony. All other names, logos, product and service names, designs, and slogans on this Platform are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms of Use.

- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Taskimony, a Taskimony employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Platform, or which, as determined by us, may harm Taskimony or users of the Platform, or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Platform, including their ability to engage in real time activities through the Platform.
- Use any robot, spider, crawler, scraper, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any manual process to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Platform.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Platform.

### **User Contributions**

The Platform utilizes interactive features (collectively, “Interactive Services”) that allow users to input, post, submit, publish, display, store, transmit, or otherwise create documents or materials (collectively, “User Contributions”) on or through the Platform.

All User Contributions must comply with these Terms of Use.

By creating any User Contribution on the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you create, and you, not Taskimony, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions created by you or any other user of the Platform.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting or submitting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS TASKIMONY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section, they are provided AS-IS.

User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## **Reliance on Information – INFORMATIONAL ONLY**

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

This Platform may include content provided by third parties, including materials provided by other users, third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Taskimony, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Taskimony and are provided to you AS-IS. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **Information About You and Your Visits to the Platform**

All information we collect on this Platform is subject to our Privacy Policy. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **Links from the Platform**

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## **Geographic Restrictions**

We provide this Platform for use only by persons located in the United States. We make no claims that the Platform or any of its content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED

THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER TASKIMONY NOR ANY PERSON ASSOCIATED WITH TASKIMONY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER TASKIMONY NOR ANYONE ASSOCIATED WITH TASKIMONY REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, TASKIMONY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL TASKIMONY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF TASKIMONY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID TO TASKIMONY, FOR THE APPLICABLE PRODUCT OR SERVICE OUT OF WHICH LIABILITY AROSE, IN THE LAST 12 MONTHS.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify, and hold harmless Taskimony, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, but not limited to, your User Contributions, any use of the Platform's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Platform.

### **Binding Individual Arbitration; No Class Actions**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

**Dispute Resolution.** Most issues can be resolved by contacting Taskimony's customer support at [privacy@taskimony.com](mailto:privacy@taskimony.com). If an issue cannot be resolved through customer support, you and Taskimony agree to resolve any such dispute as described herein, including (where applicable) by binding, individual arbitration. Arbitration is an alternative dispute-resolution procedure where the dispute is submitted to a neutral arbitrator (not a judge or jury) for fair and fast resolution.

Any claim or controversy arising out of or relating to the Terms of Use or any related documents, including any anticipatory breach or disagreement as to interpretation of the purchase terms, that is not resolved by the parties themselves or through a third-party mediator, shall be settled by binding arbitration in Cincinnati, Ohio administered by Cincinnati Bar Association Arbitration Services pursuant to its rules and procedures in effect at the time the dispute is submitted. The arbitrator(s) shall decide all discovery issues. Judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Neither party nor the mediator nor the arbitrator(s) may disclose the existence, content, or results of any mediation or arbitration hereunder without the prior written consent of both parties. All fees and expenses of the mediation and arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, except that, in arbitration, the prevailing party shall be entitled to an award of reasonable attorney's fees.

If you have an issue that our customer support can't resolve, prior to starting arbitration, you and Taskimony agree to attempt to resolve the dispute informally. You and Taskimony agree to make a good-faith effort to negotiate any dispute between us for at least 30 days ("Informal Resolution"). Those informal negotiations will start on the day you or Taskimony receive a written notice of such dispute. You will send written notice of such dispute to [privacy@taskimony.com](mailto:privacy@taskimony.com). Include your name, any relevant account name you use, address, how to contact you, what the problem is, and what you want Taskimony to do. If Taskimony has a dispute with you, Taskimony will send our written notice to your registered email address and any billing address you have provided us. If the dispute isn't resolved within by Informal Resolution or small-claims court, you or Taskimony may start an arbitration in accordance with these Terms.

### **Disputes We Agree to Arbitrate**



You and Taskimony agree to submit all Disputes between you and Taskimony to individual binding arbitration. “Dispute” means any dispute, claim, or controversy (except those specifically exempted below) between you and Taskimony that relates to your use or attempted use of Taskimony’s products or services and Taskimony’s products and services generally, including without limitation the validity, enforceability, or scope of this Binding Individual Arbitration section. You and Taskimony agree to arbitrate all Disputes regardless of whether the Dispute is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory. The Informal Resolution and Arbitration sections do not apply to (1) individual actions in small-claims court; (2) pursuit of enforcement actions through a government agency if the law allows; (3) an action to compel or uphold any prior arbitration decision; (4) Taskimony’s right to seek injunctive relief against You in a court of law to preserve the status quo while an arbitration proceeds; (5) claims of intellectual-property infringement; (6) claims for indemnification; and (7) the enforceability of the Class Action Waiver clause below. You and Taskimony agree that whether a dispute is subject to arbitration under these Terms will be determined by the arbitrator rather than a court.

#### Arbitration Procedure

The arbitrator (not a judge or jury) will resolve the Dispute. Unless you and Taskimony agree otherwise, any decision or award will include a written statement stating the decision of each claim and the basis for the award, including the arbitrator’s essential factual and legal findings and conclusions. The arbitrator may only award legal or equitable remedies that are requested by you or Taskimony to satisfy one of our individual claims (that the arbitrator determines are supported by credible relevant evidence). The arbitrator may not award relief against Taskimony respecting any person other than you. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial acceptance of any award and an order of enforcement. If you start the arbitration, you must pay any filing fees required for consumer arbitrations. These costs do not include your Attorneys’ fees and costs.

#### Class Action Waiver

To the maximum extent permitted by applicable law, you and Taskimony agree to only bring Disputes in an individual capacity and shall not:

- seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (e.g., private attorney general actions); or
- consolidate or combine individual proceedings or permit an arbitrator to do so without the express consent of all parties to these Terms and all other actions or arbitrations.

#### ADDITIONAL ARBITRATION TERMS

If a Dispute must be arbitrated, you or Taskimony must start arbitration of the Dispute within one (1) year from when the Dispute first arose. If applicable law requires you to bring a claim for a Dispute sooner than one year after the Dispute first arose, you must start arbitration in that earlier time period. Taskimony encourages you to tell us about a Dispute as soon as possible so we can work to resolve it. The failure to provide timely notice shall bar all claims.

If all or any provision of this Binding Individual Arbitration agreement is found invalid, unenforceable, or illegal, then you and Taskimony agree that the provision will be severed and the rest of these Terms shall remain in effect and be construed as if any severed provision had not been included. The sole exception is that if the Class Action Waiver is found invalid, unenforceable, or illegal, you and Taskimony agree that it will not be severable; this entire Binding Individual Arbitration section will be void and unenforceable and any dispute will be resolved in court subject to the venue and choice of clauses specified in these Terms. Under no circumstances shall arbitration be conducted on a class basis without Taskimony's express consent.

This Binding Individual Arbitration section survives any termination of these Terms or Taskimony's provision of services to you.

Although Taskimony may revise these Terms in its discretion, Taskimony does not have the right to alter these Terms to arbitrate or the rules specified herein with respect to any Dispute once that Dispute arises.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Waiver and Severability**

No waiver by Taskimony of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Taskimony to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Feedback**

If you send or transmit any communications or materials to Taskimony by mail, email, telephone, or otherwise, suggesting or recommending changes to the Platform, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Taskimony is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. You hereby assign to Taskimony all right, title, and interest in, and Taskimony is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Taskimony is not required to use any Feedback.

### **Assignment**

You may not assign, transfer, or delegate any or all of your rights or obligations under these Terms of Use. Taskimony may assign, transfer, or delegate any or all of its rights and obligations under these Terms of Use to a third party, including to a successor of all or substantially all of the assets of Taskimony through merger, reorganization, consolidation, or acquisition, and including the

transfer of any rights, licenses, or consents related to the storage and use of Feedback, Aggregate Data, User Contributions, and other data and information.

### **Relationship of the Parties**

To the extent that the Terms of Use or any incorporated documents create any relationship between the parties, that relationship shall be that of an independent contractor relationship. Nothing contained in the Terms of Use shall be construed to: (i) give any party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking, or (iii) constitute any party, its agents, or employees as employees of any other party or grant any of them the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of any of the other parties for any purpose whatsoever.

### **Consent to Receive Communications**

By providing your email, phone number, or other contact information to the Platform for the purpose of receiving certain communications from or related to the Platform, you consent to receiving such communications from Taskimony, which may include automated emails, electronic messages, or other electronic communications, may include automated voice calls, and may include other similar communications. Consent is not a condition of any purchase or utilization of the services or Platform. Message and data rates may apply. Message frequency varies. You can unsubscribe from any such communications at any time by updating your account settings and/or following the instructions provided with such communication (e.g., by clicking an “Unsubscribe” link in an email, or by replying STOP to a text message). For additional information, view our Privacy Policy.

### **Entire Agreement**

The Terms of Use and our Privacy Policy, as well as any relevant purchase documents constitute the sole and entire agreement between you and Taskimony regarding the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform.

### **Your Comments and Concerns**

The Platform, including any software applications, websites, or other services, is operated by Taskimony and all Feedback, comments, requests for technical support, and other communications relating to the Platform should be directed to [privacy@taskimony.com](mailto:privacy@taskimony.com).