

## TASKED TERMS OF USE

These Terms of Use ("Terms of Use") constitute a legally binding agreement between you ("User" or "you" or "your") and Tasked. ("Tasked" or "we" or "us"). The following terms and conditions, govern your access to and use of Tasked mobile application for iOS and Android devices (the "App"), and your access to and use of Tasked's website located at [www.taskedapp.com](http://www.taskedapp.com) (the "Website") including any content, functionality and services offered on or through the Website (the "Internet Services") (the Website, the Internet Services, and the App, are collectively referred to as the "Tasked Platform"), whether as a guest or a registered User.

Please read these Terms of Use carefully before you start to use the Tasked Platform. By installing the App, by otherwise accessing or using any aspect of the Tasked Platform, or by clicking to accept or agree to these Terms of Use when this option is made available to you, you accept and agree that you have read, understood, and agree to be bound and abide by these Terms of Use.

By installing the App, clicking to accept or agree to these Terms of Use, or by otherwise accessing and using any aspect of the Tasked Platform, you represent and warrant that: (a) you are at least 18 years old, are of legal age to form a binding contract with Tasked in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts; (b) you have the right, authority and capacity to enter into this Agreement; and (c) if you are using the Tasked Platform on behalf of a company, entity, or other organization, then you represent and warrant that you are an authorized representative of that entity with the authority to bind that entity to these Terms of Use, and agree to be bound by these Terms of Use on behalf of that entity. If you do not meet all of these requirements or agree to be bound by the terms and conditions of these Terms of Use you must not use or access the Tasked Platform or the Services.

### 1. Tasked Platform Connects Users

The Tasked Platform provides a marketplace or communication platform where independent, self-employed individuals and/or businesses ("Taskees") can locate potential clients, both individuals and businesses ("Assignor") that are seeking to obtain assistance with the performance of chores and small jobs around their homes or places of business. The Tasked Platform further offers Taskees digital marketing assistance, payment processing, and other digital services. Each Taskee and Assignor is a "User" for purposes of these Terms of Use. Each User shall create an account that enables such User to access the Tasked Platform. In addition to a User account, Taskees must have their Taskee account approved prior to accessing the Taskee functions through their User account. For purposes of this Agreement, the services provided by Taskees to their Assignor that are scheduled through the Tasked Platform shall be referred to as the "Services." It is up to the Taskees to decide whether to provide Services to Assignor contacted through the Tasked Platform.

Assignor must determine for themselves whether a Taskee is qualified to perform the requested Service.

**ANY DECISION BY USERS TO OFFER OR ACCEPT SERVICES THROUGH THE TASKED PLATFORM IS A DECISION MADE IN SUCH USER'S SOLE DISCRETION. EACH SERVICE PROVIDED BY A TASKEE TO ITS ASSIGNOR SHALL CONSTITUTE A SEPARATE AGREEMENT BETWEEN THAT TASKEE AND ASSIGNOR. TASKEES ARE INDEPENDENT CONTRACTORS AND NOT**

**EMPLOYEES OR SUBCONTRACTORS OF TASKED. TASKED MAKES NO REPRESENTATION AND IS NOT RESPONSIBLE FOR THE PERFORMANCE OF USERS, NOR DOES IT HAVE CONTROL OVER OR MAKE REPRESENTATIONS REGARDING THE QUALITY, TIMING, LEGALITY, FAILURE TO PROVIDE, OR ANY OTHER ASPECT WHATSOEVER RELATING TO ANY SERVICES. TASKED DOES NOT HAVE CONTROL OVER THE QUALITY, TIMING OR LEGALITY OF SERVICES DELIVERED BY TASKEES. TASKED HAS NO RESPONSIBILITY OR LIABILITY FOR ANY SERVICES PROVIDED TO ASSIGNOR BY TASKEES, INCLUDING, BUT NOT LIMITED TO, A WARRANTY OR CONDITION OF GOOD AND WORKMANLIKE SERVICES, WARRANT OF FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH ANY LAW, REGULATION OR CODE. EXCEPT AS OTHERWISE SET FORTH HEREIN, TASKED IS NOT AFFILIATED WITH, ENDORSED OR SPONSORED BY ANY TASKEE.**

## 2. Taskee Background and Identity Check Process

Tasked checks the backgrounds of each Taskee using a third-party background check service that includes, but is not limited to national criminal records check. Tasked also requires each Taskee to submit to Tasked a government-issued identity document and a profile picture. Taskees hereby give consent to Tasked to conduct background checks as often as required in compliance with applicable law. Although Tasked performs background and identity checks on each Taskee, Tasked cannot confirm that each Taskee is who they claim to be, and therefore, Tasked cannot and does not assume any responsibility for the accuracy or reliability of the identity or background check information or any information provided through the Service.

**YOU ACKNOWLEDGE AND AGREE THAT TASKED IS NOT LIABLE FOR DAMAGE THAT MIGHT ARISE OUT OF THE SERVICES. TASKED IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER INCLUDING TASKEES, AND WILL NOT BE LIABLE FOR ANY CLAIM, LOSS, INJURY OR DAMAGE ARISING IN CONNECTION WITH ANY SERVICES. EACH USER SHOULD EXERCISE CAUTION AND COMMON SENSE TO PROTECT THEIR PERSONAL SAFETY AND PROPERTY, JUST AS YOU WOULD WHEN INTERACTING WITH ANY PERSON WITH WHOM YOU DO NOT KNOW.**

## 3. Payments

Users of the Tasked Platform contract for the Services directly with other Users. Tasked is not in anyway linked or a party to any contracts or arrangements for the Services entered into by its users. The Tasked Platform merely facilitates these agreements and or arrangements by providing a medium through which Assignors can connect with Taskees, schedule the Services, and make payments for the Services. Notwithstanding the foregoing, Assignors may not bypass the Tasked Platform by using the Tasked Platform to connect with Taskees and then engage those Taskees for Services outside of the Tasked Platform.

## 4. Ratings

To help maintain the quality of the Tasked Platform, Users (both Taskees and Assignors) will have the opportunity to rate each other after the completion of Services. The ratings of Assignors

and Taskees will help reveal how other users rate them, and users intending to engage a Taskee or an Assignor might be influenced by the rating that user has.

## 5. Communications

By becoming a User, you expressly consent and agree to accept and receive electronic and other communications from us, including via email, text message, calls, and push notifications to the telephone number or email address you provided to us, as further described in our Privacy Policy. If you wish to opt out of promotional emails, text messages, or other communications, you may opt out by following the unsubscribe options provided to you in such promotional communications. You may opt out of receiving non-promotional communications from us at any time by deactivating your account. You may continue to receive text messages for a period of time while we work to deactivate your account, and you may also receive text messages confirming the deactivation of your account.

We may, without further notice or warning and in our discretion, monitor or record telephone conversations that we have with you or anyone acting on your behalf for quality control and training purposes or to protect our rights. We may, without further notice or warning, and in our discretion, access, store, use, and disclose the messages, call transcripts, and data about the calls/messages between and among Users that occur through the Tasked Platform for our business purposes, including to provide and improve Assignor service and the Tasked Platform, fraud prevention, and to identify violations of this Agreement.

## 6. Accessing the Tasked Platform and Account Security

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

You are responsible for:

- Making all arrangements necessary for you to have access to the Tasked Platform.
- Ensuring that all persons who access the Tasked Platform through your account are aware of this Agreement and comply with them.

To access the Tasked Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. You may register to use the Tasked Platform by using your existing email, Facebook or Google account and log-in credentials (your “Third Party Site Password”). It is a condition of your use of the Tasked Platform that all the information you provide on the Tasked Platform is correct, current and complete. You agree that all information you provide to register with the Tasked Platform or otherwise, including but not limited to through the use of any interactive features on the Tasked 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.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Tasked Platform or portions of it

using your user name, password or other security information, including Third Party Site Password. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. You also agree to ensure that you exit from your account at the end of each session. 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.

We have the right to disable any user name, 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 this Agreement.

## 7. Prohibited Uses

You may use the Tasked Platform only for lawful purposes and in accordance with this Agreement. You agree not to use the Tasked Platform:

- In any way that violates any applicable state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from any country).
- 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 impersonate or attempt to impersonate Tasked, a Tasked 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 Tasked Platform, or which, as determined by us, may harm Tasked or Users of the Tasked Platform or expose them to liability.

Additionally, you agree not to:

- Use the Tasked Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Tasked Platform, including their ability to engage in real time activities through the Tasked Platform.
- Use any robot, spider or other automatic device, process or means to access the Tasked Platform for any purpose, including monitoring or copying any of the material on the Tasked Platform.
- Use any manual process to monitor or copy any of the material on the Tasked Platform or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Tasked Platform.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Tasked Platform, the server on which the Tasked Platform is stored, or any server, computer or database connected to the Tasked Platform.
- Attack the Tasked Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Tasked Platform.

## 8. Monitoring and Enforcement

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of Users of the Tasked Platform or the public or could create liability for Tasked.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Tasked Platform.
- Terminate or suspend your access to all or part of the Tasked Platform for any or no reason, including without limitation, any violation of this Agreement.

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

## 9. Information About You and Your Visits to the Tasked Platform

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

## 10. Confidential Information

Taskee's Confidential Information. As a Taskee, you understand that in performing the Services, you will receive certain private and/or confidential information regarding your Assignor and will have access to their homes and personal belongings. Except upon order of government authority (e.g., court, administrative agency) having jurisdiction, or upon express written consent by your Assignor, you agree that you shall not publish, disseminate or disclose, for your own benefit or the benefit of any third party, any confidential information regarding your Assignor, including addresses, telephone numbers and/or financial information. You further agree not to engage in any activity which violates the privacy of any Assignor, including, but not limited to, taking unauthorized photographs or making unauthorized audio or video recordings of Assignor or their homes or their personal belongings; or publishing, disseminating or disclosing any such photographs or recordings. You acknowledge that your failure to comply with the foregoing shall constitute a material breach of this Agreement.