

Terms and Conditions

This Website and the services of TaskAim (the "Services") are offered to you, conditioned on your acceptance without modification, of the following terms, conditions, and notices contained in this agreement (the "Terms and Conditions"). Your use of this Website or submission of service requests via telephone or email constitutes your agreement to all such terms, conditions, and notices in effect at such time. These Terms and Conditions apply to any Services or properties such as websites or apps owned and operated by TaskAim (including but not limited to TaskAim.com). We may amend these Terms & Conditions at any time by posting a revised version of these Terms and Conditions. These Terms & Conditions were last updated on **Feb. 14, 2017**.

1. INTRODUCTION TO TaskAim

Upon registration, you may choose your own password or TaskAim will assign you a password to access the Services through the TaskAim website or apps.

2. The SERVICES

At TaskAim we are committed to making your total TaskAim experience a positive one. As a Cleaning Company, you can list your company on our website so vacation home owners can find you and contact you. Vacation home owners can search for Cleaning Company and select from a list of companies along with their ratings and reviews, request for quote, approve or reject the quotes. You can also review the services provided by your Cleaning Companies.

1. **Find a Cleaning Company.** You can search and view a directory of Cleaning Companies in your selected zip code. These listings include ratings and reviews of those Cleaning Companies from their vacation home owners, when available.
2. **Instant Booking.** You can choose to schedule appointments with your Cleaning Companies right on the TaskAim website. Please be aware that TaskAim does not guarantee that the Cleaning Companies will be on time for, or show up for, any such booked appointments, as the Cleaning Companies are not the employees, contractors or agents of TaskAim. TaskAim is solely providing the platform to facilitate scheduling of appointments between you and the Cleaning Companies.
3. **No Guarantees or Endorsements.** We make no guarantees, warranties or representations regarding the skills or undertakings of such Cleaning Company or the quality of the job that he or she may perform for you if you elect to retain their services. **TaskAim does not endorse or recommend the services of any particular Cleaning Company.** Except as set forth below in Paragraph 11 and Paragraph 12, we do not independently verify their representations about their services, nor validate any reviews. It is entirely up to you to evaluate the Cleaning Company and the Cleaning Company's qualifications, and to enter into a direct contract or otherwise reach agreement with a Cleaning Companies. We do not guarantee or warrant any Cleaning Company's performance on the job or the outcome or quality of the services performed. The Cleaning Companies are not employees or agents of TaskAim, nor is TaskAim an agent of the Cleaning Companies.
4. **No Contracting via the TaskAim Website.** TaskAim may inform you of certain offers or discounts provided by a Cleaning Company. Such offers or discounts are made solely by the Cleaning Company, and TaskAim does not guarantee or warrant the pricing or discounts that a Cleaning Company may offer you. Any quotes provided by Cleaning Companies via the TaskAim or apps, or which you find on the TaskAim or apps, are not contractually binding offers, are for informational purposes only, and are not guaranteed by TaskAim. No contractual arrangement is created based upon the quotes provided to you from Cleaning Companies (or your scheduling of an appointment with a Cleaning Company) via TaskAim. To contract with a Cleaning Company, you must work directly with the Cleaning Company. TaskAim does not perform, and is not responsible for, any of the Services requested by you in your service request. Your rights under contracts you enter into with Cleaning Companies are governed by the terms of such contracts and by applicable federal, state, provincial and local laws. TaskAim is not a party to such agreements. All payments and applicable taxes must be made to the Cleaning Company in accordance with the agreements.
5. **Release from Damages or Claims.** Should you have a dispute with respect to any services provided by a Cleaning Company or the fees charged by any Cleaning Company, you must address such dispute with the Cleaning Company directly (although you may copy TaskAim on

the fee disputes). YOU HEREBY AGREE TO RELEASE TASKAIM (AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES AND AGENTS) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES AND YOUR DEALINGS WITH CLEANING COMPANIES.

3. YOUR USE OF THE TASKAIM SERVICES AND PROHIBITED USES

You acknowledge and agree that your use of TaskAim is for your personal use and not for advertising purposes. You may not use TaskAim to recreate or compete with TaskAim, to solicit or harass Cleaning Companies, or for any other purpose not contemplated herein. You acknowledge that a violation of the foregoing could result in significant damages, and you agree that you are liable to TaskAim for any such damages, and will indemnify TaskAim in the event of any claims against TaskAim based on or arising from your violation of the foregoing. We reserve the right to revoke your access to any TaskAim Services, products or properties at any time. All information about Cleaning Companies is confidential and for your personal use only. If it is determined or suspected by TaskAim in its sole discretion that you are misusing or attempting to misuse or circumvent the TaskAim services or system, or are using or attempting to use them for any inappropriate or non-personal purposes, including but not limited to activities such as hacking, scraping content, infiltrating, fraud, advertising, jamming or spamming, TaskAim reserves the right, in its sole discretion, to immediately terminate your access without notice and to initiate without notice appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies.

4. Fees & Payment

Cleaning company or any cleaning service operated by a property owner or manager is a Customer of TaskAim.com. Customer will pay TaskAim.com the applicable fees described in the pricing package the Customer subscribes to. The fees could include 1). Service fee charged for each cleaning transaction on TaskAim.com based on Customer's subscription package. Service fee will be billed to Customer monthly. 2). Monthly subscription fee, if applicable. Subscription fee will be billed annually due at the commencement of each Term. Taskaim.com may increase subscription fee or any service fees upon a 30-day notice at TaskAim.com's sole discretion. Customer hereby consents to TaskAim.com charging any such subscription Fee and any service fees to the credit card, or other payment method, associated with Customer's account without the need to provide any further notice or receive any further consent.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Customer should pay any fees within 10 days of invoice date, if the full payment is not made on time, Customer's account will be frozen and inaccessible until the full payment is made.

5. INFORMATION YOU PROVIDE TO US/TCPA CONSENT

Upon using TaskAim, you will be prompted to disclose certain information about yourself and your service requirements, and you will be able to store information, such as home services records, on our website or apps. Some of this information will be sent to Cleaning Companies who will need this information to respond to your request. By providing this information to us, or by submitting a service request, you are requesting, and you expressly consent to being contacted by us and by our Cleaning Companies via phone, fax, email, mail, text (SMS) messaging, or other reasonable means, at any of your contact numbers or addresses, even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list, in order that we may provide the Services set forth on our site, to service your account, to reasonably address matters pertaining to your account, including but not limited to notifying you of, or confirming, appointments that you have scheduled, or for other purposes reasonably related to your service request and our business, including marketing related emails. You also authorize TaskAim to send you an automated prerecorded calls, along with calls from your selected Cleaning Companies that can help you with your request to the land-line or mobile phone number you provided, and you understand that either TaskAim or the Cleaning Companies may use automated phone technology (including autodialed and prerecorded messages) to call you and that your consent is not required. For

complete details on our use of your information, please see our privacy statement. You agree that by completing a service request, you are entering into a business relationship with TaskAim and/or a Cleaning Company and thus agree to be contacted by TaskAim and/or a Cleaning Company. You promise that all information you provide (including but not limited to your contact information, and any Ratings and Reviews of Cleaning Companies that you provide) will be accurate, current and truthful to the best of your knowledge. If you provide any information that is untrue, not current or incomplete, or TaskAim has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, TaskAim has the right to refuse any current or future use of the TaskAim Services (or any portion thereof) by you. You are responsible for any use of the TaskAim Services by persons to whom you intentionally or negligently allow access to your password.

TO KNOWINGLY INPUT FALSE INFORMATION, INCLUDING BUT NOT LIMITED TO NAME, PHONE NUMBER, ADDRESS OR E-MAIL ADDRESS IS A VERY SERIOUS AND FRAUDULENT MATTER THAT COULD RESULT IN SIGNIFICANT COSTS AND DAMAGES INCLUDING INVASION OF PRIVACY RIGHTS, TO TASKAIM AND THE CLEANING COMPANIES, AND TO CONSUMERS, AS WELL AS THE LOSS OF TIME, EFFORT AND EXPENSE RESPONDING TO AND PURSUING SUCH FALSE INFORMATION AND REQUEST, AND FURTHER, COULD RESULT IN REGULATORY FINES AND PENALTIES. ACCORDINGLY, IF YOU KNOWINGLY INPUT FALSE INFORMATION IN A SERVICE REQUEST, INCLUDING BUT NOT LIMITED TO SOME ONE ELSE'S NAME, E-MAIL ADDRESS, PHYSICAL ADDRESS OR PHONE NUMBER OR A RANDOM OR MADE UP NAME, ADDRESS, E-MAIL OR PHONE NUMBER YOU AGREE TO FULLY INDEMNIFY AND BE LIABLE TO TASKAIM AND EACH CLEANING COMPANY WHO ACCEPTS SUCH SERVICE REQUESTS, FOR THE GREATER OF: (1) A MINIMUM AMOUNT OF \$11,000 TO EACH OF TASKAIM AND EACH OF THE AFFECTED CLEANING COMPANIES AND FOR EACH OF THE ACTUAL PERSON(S) AFFECTED BY ANY OF THE IMPROPER, INCORRECT OR FRAUDULENT INFORMATION YOU ENTER (FOR EXAMPLE THE ACTUAL OWNER OF THE E-MAIL ADDRESS OR PHONE NUMBER, ETC.), PER IMPROPER SUBMISSION, PLUS ANY ATTORNEYS FEES COSTS AND EXPENSE RELATING THERETO, IF APPLICABLE, OR (2) THE ACTUAL DAMAGES, DIRECT, PUNITIVE AND CONSEQUENTIAL, AND ANY REGULATORY OR JUDICIAL FINES OR PENALTIES THAT MAY ARISE FROM SUCH INTENTIONAL, MISLEADING, HARMFUL AND FRAUDULENT ACTIVITY, PLUS REASONABLE LEGAL FEES, COST AND EXPENSES RELATING THERETO, WHICH EVER IS GREATER.

6. SMS MESSAGING

By submitting a service request, you agree that TaskAim and the Cleaning Companies may send you informational text (SMS) messages as part of the normal business practice of TaskAim. These text (SMS) messages shall not be used for marketing purposes. You may choose to opt-out of receiving text (SMS) messages from TaskAim at any time by texting the word STOP to 678-664-9518 from the mobile device that is receiving the messages. You acknowledge that by opting out of receiving text (SMS) messages from TaskAim and the Cleaning Companies, your use of TaskAim Services may be impacted.

7. DISPUTE RESOLUTION ASSISTANCE

While we cannot guarantee the work performed by a listed Cleaning Company, and while we have no obligation to you with regard to your relationship with a Cleaning Company, the TaskAim resolution process has been developed to try and assist you in resolving any disputes that may arise in the course of your requested services with a Cleaning Company who you learned about through the TaskAim. Without modifying our statements under this Agreement, we may, upon your request, provide limited assistance in resolving disputes between you and a Cleaning Company. You must participate and use good faith efforts to resolve problems through the TaskAim resolution process. Such limited assistance in no way nullifies the release and indemnification described in these Terms & Conditions.

8. CALL RECORDING

You acknowledge and agree that TaskAim may monitor and/or record any telephone calls between you and TaskAim.

9. USER GENERATED CONTENT

You agree that all of the content and information posted by you or your agents or designees on TaskAim, including but not limited to:

- Ratings & Reviews
- Photographs or Images,
- Comments, Questions and/or Answers,
- Any other content

(known collectively as "Content") is the sole and exclusive property of TaskAim, and that you have no right to reproduce, post, publish, or otherwise use such information other than for your personal use relating to your service request.

1. **Our Right to Use Your Content.** You acknowledge and agree that any Content you post or provide may be viewed by the general public and will not be treated as private, proprietary or confidential. You authorize us and our affiliates, licensees and sub-licensees, without compensation to you or others, to copy, adapt, create derivative works of, reproduce, incorporate, distribute, publicly display or otherwise use or exploit such Content throughout the world in any format or media (whether now known or hereafter created) for the duration of any copyright or other rights in such Content, and such permission shall be perpetual and may not be revoked for any reason. Further, to the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in any Content posted or provided by you.
2. **Grant of License.** You hereby grant TaskAim and its users a perpetual, non-exclusive, royalty-free, transferable, assignable, sub-licensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform, distribute, print, publish, disseminate and place advertising near and adjacent to your Content in any format or media (whether now know or hereafter created) on the TaskAim and apps in any manner that we deem appropriate or necessary, including, if submitted, your name, voice and likeness throughout the world, and such permission shall be perpetual and cannot be revoked for any reason.
3. **Representation of Ownership and Right to Use Content.** By posting or providing any Content to TaskAim, you represent and warrant to TaskAim that you own or have all necessary rights to use the Content, and grant to TaskAim the rights granted below. The forgoing representation includes, but is not limited to a representation and warranty that you own or have the necessary rights (including any necessary releases) to grant all rights granted below in relation to any persons, places or intellectual property pictured in any photographic Content that you provide. In addition, if you post or otherwise provide any Content that is protected by copyright, you represent that you have obtained any necessary permissions or releases from the applicable copyright owner.
4. **Content Guidelines.** TaskAim reserves the right, but not the obligation, to edit or abridge, or to refuse to post, or to remove any content that you or any other users post on any TaskAim owned or operated websites or apps if TaskAim determines (in its sole discretion) that such content contains or features any of the following:
 1. Offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (e.g., racist/discriminatory speech.)
 2. References to illegal activity.
 3. Language that violates the standards of good taste or the standards of this Site.
 4. Statements that are or appear to be false.
 5. Comments that disparage TaskAim.
 6. With respect to Ratings and Reviews of Cleaning Companies, all of the above and in addition the following:
 1. Reviews that do not address the goods and services of the business or reviews with no qualitative value (e.g., "work has not started yet").
 2. Comments concerning a different Cleaning Company.
 3. Information not related to work requested in the service request.
 4. If a dispute arises between a consumer and professional, the rating submitted may be held in pending status until resolution is reached. You represent and warrant that any Rating and Review provided by you is accurate and truthful, and that your will only provide a Rating and Review for a Cleaning Company that has performed services for you pursuant to your applicable service request.

10. NOTICE SPECIFIC TO DOCUMENTS AND INFORMATION AVAILABLE ON THIS WEBSITE.

Permission to use documents (such as press releases, content, informational items and FAQs) from the TaskAim server ("Server") is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such documents from the Web site is for your informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any Documents are made. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Documents specified above do not include the design or layout of the TaskAim or apps or any other TaskAim owned, operated, licensed or controlled site. Elements of the TaskAim or apps are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any TaskAim web Site may be copied or retransmitted unless expressly permitted by TaskAim. TASKAIM AND/OR ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THIS SERVER FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TASKAIM AND/OR ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE TASKAIM WEB SITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. TASKAIM AND/OR ITS AFFILIATES MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

11. RATINGS & REVIEWS ARE NOT ENDORSED BY TASKAIM.COM

All Ratings and Reviews of a Cleaning Company displayed to you reflect the opinions of other consumers, and do not reflect or represent the opinions or representations of TaskAim. TaskAim disclaims any and all representations or warranties with regard to the Ratings and Reviews. **TaskAim does not assume responsibility or liability** for any Review or for any claims, damages, or losses resulting from any use of the Site or the materials contained therein.

12. ARTICLES AND OTHER CONTENT

TaskAim provides certain content relating to home improvement, repair, maintenance, cleaning, how to promote your rental properties, how to promote cleaning services, hiring employees, travel location events, todos, etc ("Articles"), on the TaskAim or apps, and via mobile applications owned and operated by TaskAim. Such Articles are provided "As-Is", without any warranties or representations, and you assume all liability and responsibility for your use of such Articles. You understand and agree that the Articles do not provide advice, and that such Articles are no substitute for the advice of a professional.

13. LINKS TO THIRD PARTY SITES

The links in the TaskAim or apps will let you leave TaskAim's Web site. The linked sites are not under the control of TaskAim and TaskAim is not responsible for the contents or functionality of any linked site or any link contained in a linked site, or any changes or updates to such sites. Your use of such third party linked sites is governed by the terms and conditions, and privacy policies, of such linked sites. TaskAim is not responsible for webcasting or any other form of transmission received from any linked site. TaskAim is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by TaskAim of the site.

14. INDEMNIFICATION

YOU AGREE TO INDEMNIFY TASKAIM, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, CO-BRANDERS, AND ANY PARTNERS AND HOLD THEM EACH HARMLESS FROM ANY AND ALL CLAIMS OR DEMANDS, INCLUDING ATTORNEY'S FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING FROM YOUR USE OF THE TASKAIM SERVICES IN

CONNECTION WITH THE TASKAIM WEB SITE, WITH REGARD TO ANY DISPUTE BETWEEN YOU AND A CLEANING COMPANY, OR YOUR VIOLATION OF THESE TERMS AND CONDITIONS, OR ARISING FROM YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY.

15. **ARBITRATION AND GOVERNING LAW**

0. The exclusive means of resolving any dispute between you and TaskAim or any claim made by you or TaskAim arising out of or relating to your use of this Website and/or TaskAim's services (including any alleged breach of these Terms and Conditions) shall be **BINDING ARBITRATION** administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against TaskAim in a small-claims court of competent jurisdiction OR EXCEPT AS EXPRESSLY PROVIDED BY APPLICABLE FEDERAL OR STATE LAW. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against TaskAim any class action, class arbitration, or other representative action or proceeding.

NOTICE OF RIGHTS

1. By using the Website and/or TaskAim's services in any manner, you agree to the above arbitration agreement. In doing so, **YOU GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend any claims between you and TaskAim (except for matters that may be taken to small-claims court). **YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING.** Your rights will be determined by a **NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY.** You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.
2. Any proceeding to enforce this arbitration provision, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration provision is for any reason held to be unenforceable, any litigation against TaskAim (except for small-claims court actions) may be commenced only in the federal or state courts located in Fulton County, Georgia. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.
3. These Terms and Conditions, and any dispute between you and TaskAim, shall be governed by the laws of the state of Georgia without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

16. **GENERAL PROVISIONS**

You acknowledge and agree that the TaskAim Services are provided to you on an "AS IS" basis without any warranty whatsoever, and your sole and exclusive remedy, and TaskAim's sole obligation to you or any third party for any claim arising out of your use of the TaskAim Services or the TaskAim or apps, is that you are free to discontinue your use of the TaskAim Services or the TaskAim or apps at any time. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TASKAIM EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND YOU AGREE THAT TASKAIM SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFIT), EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF TASKAIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF THIS AGREEMENT OR ANY CONSEQUENCES WHICH FLOW FROM IT. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES AND PROVINCES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. The Terms and Conditions will inure to the benefit of TaskAim's successors, assigns and licensees. If any provision of these Terms and Conditions shall be deemed unlawful, void or unenforceable, for any reason, by any court of competent jurisdiction that provision shall be modified in order to make it enforceable, while maintaining the spirit of the provision. Alternatively, if modification is not possible, such provision shall be stricken and shall not affect the validity and enforceability of the remaining terms. The failure of TaskAim to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the

contrary, any claim or cause of action arising out of or related to use of the Services or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect. These Terms and Conditions are governed by the laws of the State of Georgia as such laws are applied to agreements entered into and to be performed entirely in the State of Georgia and between Georgia residents. You agree to submit to jurisdiction in Georgia and that any claim arising out of or related to these Terms and Conditions will be brought solely in a court in Fulton County, Georgia. These Terms and Conditions constitute the entire agreement between you and TaskAim and supersede all oral and written negotiations or representations of the parties with respect to the subject matter hereof. These Terms and Conditions may not be modified or amended other than by an agreement signed by both parties.

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