

# **Taskaim – Terms of Use**

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Welcome to Taskaim (referred to here as "Taskaim," "we," "us," "our"). We're delighted you're here to learn more about our business and our Terms of use (the "Terms"). We provide essential tools and software to assist our customers in managing their properties efficiently. Safeguarding your privacy and that of your clients is paramount to us, and we are committed to protecting both.

## **Acceptance of Terms**

By using our Service, you agree to the following Terms and conditions, as well as our Privacy Policy (collectively, the "Agreement"). Please read through the Agreement carefully. By accessing or using the Service, you agree to be bound by, and to use the Service in accordance with this Agreement. If you do not accept all of these Terms and conditions, please refrain from using our Service. You may not amend this Agreement. We reserve the right, at our sole discretion, to change or modify the Agreement at any time without prior notice. The most current version of the Terms can be reviewed by clicking on the "Terms of Use" [hypertext link](#) located at the bottom of our Web pages. Your continued access or use of this website or our Service signifies your acceptance of the updated or modified Agreement.

## **Description of Service**

Taskaim is a platform that connects vacation homeowners, managers and cleaning service providers. Taskaim's SaaS solutions help you manage your property turnovers through our website ("Taskaim.com", the "Website"), and related services (collectively, the "Service"). This includes reports, inventory, scheduling, inspections, maintenance, and more. Our tools also help you coordinate with your team, service partners, property owners, and other end users ("End User Customers").

## **Use of Website**

By using this Service, you warrant to Taskaim that you are at least 18 years of age and legally competent to agree to these Terms and form a binding contract. You also affirm that you will use this Service only for legitimate, lawful purposes, either for yourself or for another person for whom you are legally authorized to act. If you possess a Taskaim account, you agree to safeguard your account information, maintain its confidentiality, and supervise and assume full responsibility for any use of your account by anyone other than yourself. We retain the right, at our sole discretion, to deny access to this Service to anyone at any time and for any reason, including, but not limited to, for violation of this Agreement.

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, to-dos, 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.

## **Privacy Policy**

Please review Taskaim's current Privacy Policy, which governs your use of the Service. By using our Service, you agree to our Privacy Policy.

## **Taskaim Content**

All content included in or made available through the Services, including but not limited to text, graphics, logos, articles, photographs, images, and illustrations (collectively, "Taskaim Content"), is the exclusive property of Taskaim or its content supplier and is protected by the various applicable trade dress, copyright, trademark, patent, and other intellectual property and unfair competition laws in the United States and internationally. All

rights not expressly granted to you in these Terms are reserved and retained by Taskaim or its licensors, suppliers, publishers, rightsholders, or other content providers.

You are not permitted to use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, or otherwise exploit any Taskaim Content or other proprietary rights not owned by you without the express prior written consent of the respective owners. You shall not store any significant portion of any Taskaim Content in any form. Copying or storing Taskaim Content for any purpose other than personal, non-commercial use is expressly prohibited without prior written permission from Taskaim or the identified copyright holder. If you link to the Website, Taskaim may revoke your right to link at any time, at its sole discretion.

## **Your Content**

While using the Service, you may provide information that Taskaim can use in connection with the Service. By providing content, materials, data, or information (including, without limitation, information related to your end-user customers) to Taskaim or through the Service (collectively, "Your Content"), you grant Taskaim a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable, and transferable right to use, process, store, copy, reproduce, reformat, translate, modify, and create derivative works of Your Content (including all related intellectual property rights) to provide the Services. This license does not affect your ownership of or right to grant additional licenses to Your Content.

You also agree that Taskaim may use Your Content internally to improve the Service and on an anonymized and aggregate basis for service enhancement purposes. Taskaim may contact your end-user customers only as part of the service we provide.

You also warrant, represent and agree that you will not contribute any content or otherwise use the Service in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party, (ii) violates any law, statute, ordinance or regulation, (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, (iv) impersonates any person or entity, including without limitation any employee or representative of Taskaim, or (v) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program.

Taskaim reserves the right to remove any content from the Service at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content or if Taskaim is concerned that you may have breached the immediately preceding sentence), or for no reason at all.

## **Prohibited Activities**

Use of the Service is limited to the uses explicitly described in this Agreement. The content and information provided by this Service, along with the infrastructure used to deliver such content, are proprietary to Taskaim. You agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from this Service, except as expressly permitted by Taskaim.

Additionally, you agree not to:

- 1) Engage in any speculative, false, or fraudulent activities using the Service.
- 2) Access, monitor, reproduce, upload, republish, distribute, transmit, display, translate, localize, port, modify, create derivative works, or copy any content or information from this Service using any automated means (e.g., robots, spiders, scrapers) or any manual process without express written permission.
- 3) Violate any restrictions in the robot exclusion headers on this Service or bypass measures used to prevent or limit access.
- 4) Take any action that imposes an unreasonable or disproportionately large load on our infrastructure or adversely affects the performance of the Website, or that infringes on our or our suppliers' copyrights.
- 5) "Frame," "mirror," or otherwise incorporate any part of this Service into any other website without prior written authorization.
- 6) Use the Service to cause nuisance, annoyance, or inconvenience.
- 7) Impair the proper operation of the Service's network.
- 8) Attempt to harm the Service in any way.
- 9) Distribute, sell, assign, encumber, transfer, rent, lease, loan, sublicense, modify, time-share, or otherwise exploit the Service in an unauthorized manner, including but not limited to trespassing or burdening network capacity, or use the Service in any service bureau arrangement.

10) Allow any third party to engage in any of the above activities.

You will not decompile, reverse engineer, or attempt to obtain the source code of the Service. You are responsible for withholding, filing, and reporting all taxes, duties, and other governmental assessments related to your activity in connection with the Service.

You acknowledge that all Taskaim Content and Your Content (together, "Content") accessed by you using the Service is at your own risk, and you are solely responsible for any damage or loss resulting from it. Taskaim is not liable for any Content, including errors or omissions in any Content or any loss or damage incurred in connection with the use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Service. You remain solely responsible for all Content you upload, post, email, transmit, or otherwise disseminate using the Service. Your indemnity obligation includes any third-party claims related to your disclosure of personally identifiable information or the tracking of visitors (including your end-user customers) on your website.

## **Ratings & Reviews are not Endorsed by Taskaim**

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.

## **Warranty and Disclaimer**

You acknowledge that Taskaim has no control over and no duty to take any action regarding which users gain access to the Service, what Content you access via the Service, the effects of the Content on you, how you may interpret or use the Content, or the actions you may take as a result of this. You release Taskaim from all liability related to your acquisition or non-acquisition of Content through the Service. The Service may contain, or direct you to, websites or applications with information that some people may find offensive or inappropriate. Taskaim makes no representations about any content accessed through the Service and will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of any material contained in or

accessed through the Service. Taskaim makes no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Service.

THE SERVICE CONTENT, WEBSITE, AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM TASKAIM OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **Registration and Security Policy**

To use certain features of the Service, you may be required to register with Taskaim and set a password and username ("User ID"). You must provide Taskaim with accurate, complete, and updated registration information. Failure to do so constitutes a breach of this Agreement and may result in the immediate termination of your account. You may not (i) select or use as a User ID a name of another person with the intent to impersonate that person, or (ii) use as a User ID a name subject to any rights of a person other than you without appropriate authorization. Taskaim reserves the right to refuse registration or cancel a User ID at its discretion. You are responsible for maintaining the confidentiality of your password and those of any End User Customers you invite to use the Service.

## **Indemnity**

YOU AGREE TO INDEMNIFY TASKAIM AND HOLD TASKAIM, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, AND EMPLOYEES HARMLESS (INCLUDING, WITHOUT LIMITATION, FROM ALL DAMAGES, LIABILITIES, SETTLEMENTS, OR OTHER COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LEGAL AND ACCOUNTING FEES) FROM ANY CLAIM OR DEMAND MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR ACCESS TO THE SERVICE, USE OF THE SERVICE, YOUR VIOLATION OF

THIS AGREEMENT OR APPLICABLE LAWS, RULES OR REGULATIONS IN CONNECTION WITH YOUR USE OF THE SERVICE, OR THE INFRINGEMENT BY YOU OR ANY THIRD PARTY USING YOUR ACCOUNT OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY.

## **Limitation of Liability**

IN NO EVENT SHALL TASKAIM OR ITS SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE WEBSITE OR THE SERVICE OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF \$100 OR THE FEES PAID BY YOU FOR THE SERVICE DURING THE 6-MONTH PERIOD PRECEDING THE APPLICABLE CLAIM; (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (IV) FOR ANY MATTER BEYOND TASKAIM'S REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **Fees and Payment**

Taskaim reserves the right to change fees at our discretion at any time. We'll send out a 30-day advance notice to let you know about the upcoming fee change.

Taskaim reserves the right to require payment of fees for certain or all services. You must pay all applicable fees as described in Service Agreements between you and Taskaim for the services you select (the "Service Agreement"). All fees must be paid in a timely manner, or Taskaim reserves the right to cancel your Taskaim account. Please note that any fees paid hereunder are non-refundable.

## **Taxes**

"Taxes" refers to all taxes, levies, imposts, duties, fines, or similar governmental assessments imposed by any jurisdiction, country, or any subdivision or authority, excluding taxes on net income. All prices, fees, and other charges payable under this

Agreement do not include any such Taxes. You agree to bear and be responsible for all such Taxes.

If you are tax-exempt or claim exemption from any Taxes under this Agreement, you must provide a certificate of exemption upon execution of this Agreement. Upon receipt of valid evidence of exemption, Taskaim will not charge you any Taxes from which you are exempt.

You shall comply with all applicable tax laws and regulations and provide Taskaim with the necessary assistance to facilitate any required tax documentation. You agree to indemnify Taskaim for any Taxes and related costs that would have been your responsibility if invoiced to you. You shall promptly reimburse Taskaim for all costs and damages related to any liability incurred by Taskaim due to your non-compliance with these responsibilities. Your obligation under this section shall survive the termination or expiration of this Agreement.

## **Links to Third-Party Websites**

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.

## **Termination**

This Agreement shall remain in effect while you use the Service and in accordance with any Service Agreement between you and Taskaim. Taskaim reserves the right to terminate or suspend your access to the Service or your membership at any time, for any reason, and without warning. This may result in the forfeiture and destruction of all information associated with your membership. Additionally, Taskaim may terminate or suspend any or all Services and access to the Website immediately, without prior notice or liability, if you breach any Terms or conditions of this Agreement or any separate agreements with Taskaim. Upon termination of your account, your right to use the Service, access the Website, and any Content will immediately cease. All provisions of



this Agreement that should survive termination, including ownership provisions, warranty disclaimers, and limitations of liability, shall survive termination.

## **Miscellaneous**

This Agreement is governed by the laws of Georgia of US. By using our Service, you agree to this and any other local laws that apply. You consent to the jurisdiction of courts in Fulton County, Georgia. This Agreement represents the entire agreement between you and Taskaim and supersedes all prior communications.

If any part of this Agreement is found to be invalid, the rest will still apply. Your use of the Service means you agree to these Terms.

This Website is operated by a U.S. entity, and this Agreement is governed by the laws of Georgia. Your use of the Service may also be subject to other local, state, national, or international laws. By using this Website, you consent to the exclusive jurisdiction and venue of courts in Fulton County, Georgia, USA, for all disputes arising out of or relating to the use of this Website. Use of this Website is unauthorized in any jurisdiction that does not enforce all provisions of these Terms and conditions, including this paragraph.

You agree that no joint venture, partnership, or employment relationship exists between you and Taskaim as a result of this Agreement or your use of this Website.

Our performance of this Agreement is subject to existing laws and legal processes, and nothing in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements regarding your use of this Website or information provided to or gathered by us in connection with such use. To the extent allowed by applicable law, you agree to bring any claim or cause of action arising from or related to your use of this Service within two (2) years from the date on which such claim or action arose. Otherwise, such claim or cause of action will be irrevocably waived.

If any part of this Agreement is found to be invalid or unenforceable under applicable law, including but not limited to the warranty disclaimers and liability limitations above, the invalid or unenforceable provision will be replaced by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of this Agreement will continue in effect.

You may contact us regarding the Service or these Terms by emailing us at [info@Taskaim.com](mailto:info@Taskaim.com).