

# Tasker Global Terms of Service

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These Terms of Service constitute a legally binding agreement between you and Tasker. ( “Tasker” ) governing your use of the Tasker Platform. Tasker’s website (including [www.tasker.com/mx](http://www.tasker.com/mx) and [www.tasker-now.com](http://www.tasker-now.com) ) (the “Sites” ), mobile applications (the “Apps” ), and related services, information and communications are collectively referred to as the “Tasker Platform.”

The use of all personal data you submit to the Tasker Platform or which we collect about you is governed by our Global Privacy Policy ( “Privacy Policy” ). A copy of our Privacy Policy is available [here](#). You acknowledge that by using the Tasker Platform you have reviewed the Privacy Policy.

Your consent at registration and continued use of the Tasker Platform constitutes your acceptance of and agreement to all of the terms and conditions in these Global Terms of Service, the [Privacy Policy](#) for the country in which the Task is performed, as well as any future amendments and additions to this Agreement (as defined below) we may publish from time to time. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must deactivate your account, and immediately stop using the Tasker Platform.

The Privacy Policy for the country in which the Task is performed are incorporated by reference into these Terms of Service and together form and are hereinafter referred to as the “Agreement”.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT AND ABIDE BY ITS TERMS, YOU MAY NOT USE OR ACCESS THE TASKER PLATFORM.

PLEASE NOTE: SECTION 28, WHICH CONTAINS JURISDICTION-SPECIFIC PROVISIONS, SPECIFIES HOW USERS AND TASKER RESOLVE DISPUTES. FOR U.S. AND CANADIAN AND MEXICO USERS, SECTION 28 CONTAINS AN ARBITRATION AGREEMENT. THIS ARBITRATION AGREEMENT, WITH LIMITED EXCEPTION, REQUIRES YOU TO SUBMIT DISPUTES AND CLAIMS YOU HAVE AGAINST TASKER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS. PLEASE READ IT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING, IF APPLICABLE, YOUR RIGHT TO OPT OUT OF ARBITRATION.

BY ACKNOWLEDGING THE TERMS OF SERVICE AND/OR USING THE TASKER PLATFORM, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT (INCLUDING, AS APPLICABLE FOR U.S AND CANADIAN AND MEXICO USERS, THE DISPUTE RESOLUTION AND ARBITRATION AGREEMENT) AND YOU ACCEPT ALL OF ITS TERMS.

Your use of the Tasker Platform in a country other than the country in which you register constitutes your acceptance of and agreement to all of the terms and conditions in the Agreement for that country.

A few highlights of these Terms of Service include:

- You must be at least the legally required age in the jurisdiction in which you reside (18 years old for U.S. based users), and otherwise capable of entering into binding contracts, in order to use or access the Tasker Platform (Section 2).
- Your agreement that the technology for the Tasker Platform is provided “as is” and without warranty (Section 17).
- Your agreement that Tasker provides no warranty and has no liability regarding User action on the Tasker Platform or the performance of Tasks (Section 17).
- Your acknowledgment and agreement that Tasker does not supervise, scope, direct, control, or monitor a Tasker’s work and the Tasks performed (Section 1).
- Your acknowledgment and agreement that Requesters are solely responsible for determining if the Tasker they hire is qualified to perform the Task (Sections 1 and 23).
- Your acknowledgment and agreement that Providers are independent contractors of Requesters and not employees, independent contractors or service providers of Tasker (Section 1).
- Your agreement to hold harmless and indemnify Tasker from claims due to your use of or inability to use the Tasker Platform or content submitted from your account to the Tasker Platform (Section 18).
- For U.S. and Canadian and Mexico Users, your agreement to arbitrate disputes with Tasker on an individual basis to the fullest extent permitted by applicable law, with other jurisdiction-specific means of dispute resolution set forth for United Kingdom and European Users, all in Section 28.

## **1. The Tasker Platform Connects Service Requester’s to Service Providers**

The Tasker Platform is a web- and app-based two-sided marketplace which enables connections between Service Providers and Service Requesters. “Requesters” are individuals and/or businesses seeking to obtain short-term services ( “Tasks” ) from Service Providers and are therefore Requesters of Service Providers, and “Providers” are businesses seeking to perform Tasks for “Requesters.” Requesters and Providers together are hereinafter referred to as “Users.” If you agree on the terms of a Task with another User, you and such other User form a Service Agreement directly between the two of you as set forth in more detail in Section 3 below.

PROVIDERS ARE INDEPENDENT BUSINESS OWNERS. PROVIDERS ARE INDEPENDENT CONTRACTORS OF REQUESTERS AND NOT EMPLOYEES, PARTNERS, REPRESENTATIVES, AGENTS, JOINT VENTURES, INDEPENDENT CONTRACTORS OR FRANCHISEES OF TASKER. TASKER DOES NOT PERFORM TASKS AND DOES NOT EMPLOY INDIVIDUALS TO PERFORM TASKS. BY CONNECTING PEOPLE AND BUSINESSES SEEKING SERVICES WITH SERVICE PROVIDERS, TASKER OPERATES AS AN ONLINE MARKETPLACE THAT CONNECTS REQUESTERS WITH SERVICE PROVIDERS WHO WISH TO PERFORM A VARIETY OF TASKS.

USERS HEREBY ACKNOWLEDGE THAT TASKER DOES NOT SUPERVISE, SCOPE, DIRECT, CONTROL OR MONITOR A PROVIDER’S WORK AND EXPRESSLY DISCLAIMS (TO THE

EXTENT PERMITTED BY LAW) ANY RESPONSIBILITY AND LIABILITY FOR THE WORK PERFORMED AND THE TASKS IN ANY MANNER, INCLUDING BUT NOT LIMITED TO A WARRANTY OR CONDITION OF GOOD AND WORKMANLIKE SERVICES, WARRANTY OR CONDITION OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH ANY LAW, STATUTE, ORDINANCE, REGULATION, OR CODE.

Any reference on the Tasker Platform to a Tasker being licensed or credentialed in some manner, or "badged," "reliable," "reliability rate," "elite," "great value," "background checked," "vetted" (or similar language) designations indicates only that the Tasker has completed a relevant account registration process or met certain criteria and does not represent anything else. Any such description is not an endorsement, certification or guarantee by Tasker of such Provider's skills or qualifications or whether they are licensed, insured, trustworthy, safe or suitable. Instead, any such description is intended to be useful information for Requesters to evaluate when they make their own decisions about the identity and suitability of Provider's whom they select, interact, or contract with via the Tasker Platform.

The Tasker Platform enables connections between Users for the fulfillment of Tasks. Tasker is not responsible for the performance or communications of Users, nor does it have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of Tasks, Providers, or Requesters, nor of the integrity, responsibility, competence, qualifications, or any of the actions or omissions whatsoever of any Users, or of any ratings or reviews provided by Users with respect to each other. Tasker makes no warranties or representations about the suitability, reliability, timeliness, or accuracy of the Tasks requested or services provided by, or the communications of or between, Users identified through the Tasker Platform, whether in public or private, via on- or off-line interactions, or otherwise howsoever.

## **2. Tasker Background Checks and User Representations and Warranties**

### **Service Provider Background Checks**

Providers may be subject to a review process before they can register for and during their use of the Tasker Platform, which may include but is not limited to identity verification and criminal background checks, using third party services as appropriate ( "Background Checks" ). Although Tasker may perform Background Checks, Tasker cannot confirm that any User is who they claim to be, and Tasker cannot and does not assume any responsibility for the accuracy or reliability of Background Check information.

When interacting with other Users, you should exercise caution and common sense to protect your personal safety, data, and property, just as you would when interacting with other persons whom you don't know. Tasker will not be liable for any false or misleading statements made by Users of the Tasker Platform.

NEITHER TASKER, NOR ITS PARENTS, AFFILIATES OR LICENSORS, INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, INVESTORS, SUBSIDIARIES, ATTORNEYS, REPRESENTATIVES, INSURERS, EMPLOYEES, SUCCESSORS

AND ASSIGNS (COLLECTIVELY REFERRED TO AS “AFFILIATES” ) IS RESPONSIBLE OR LIABLE FOR THE CONDUCT, ACTS, OR OMISSIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE TASKER PLATFORM AND, TO THE EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE TASKER AND AFFILIATES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TASKER PLATFORM.

## **User Representations and Warranties**

All Users represent and warrant that:

- You are at least of the legally required age in the jurisdiction in which you reside (18 years of age or older for U.S. based users), and are otherwise capable of entering into binding contracts;
- You have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide;
- You have read, understand, and agree to be bound by these Terms of Service, the Privacy Policy, and the Happiness Pledge applicable to the country where the Task is performed;
- Tasks shall only be performed in a country where the Tasker Platform has a presence.
- You will respect the privacy (including without limitation private, family and home life), property, and data protection rights of Users and will not record (whether video or audio or otherwise) any Task or any interaction by or with any User and/or Tasker in connection with the Tasker Platform without the prior written consent of Tasker and/or the relevant User, as applicable;
- You will fulfill the commitments you make to other Users, communicate clearly and promptly through the chat thread, be present and/or available at the time you agree upon with your Tasker or Requester as the case may be, and only utilize the third party payment service provider specified or approved by Tasker to make or receive payment for services provided through the Tasker Platform ( the “PSP” );
- You will act professionally and responsibly in your interactions with other Users;
- You will use your real name or business name on your profile;
- When using or accessing the Tasker Platform, you will act in accordance with all applicable local, state, provincial, national, or international law or custom and in good faith;
- You will not use the Tasker Platform for the purchase or delivery of alcohol, or any other controlled or illegal substances or services.
- Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.
- Other than as fully and promptly disclosed in writing to Tasker, you do not have any motivation, status, or interest that Tasker may reasonably wish to know about in connection with the Tasker Platform, including without limitation, if you are using or will or intend to use the Tasker Platform for any journalistic, academic, investigative, or unlawful purpose.

Service Providers additionally represent and warrant that:

- When using the Tasker Platform, you are operating as a sole proprietor, partnership, limited liability company, limited liability partnership, corporation or other business entity;
- You are customarily engaged in an independently established business of the same nature as the services performed for Service Requesters through the Tasker Platform, and maintain an independent clientele;
- You have the unrestricted right to work in the jurisdiction in which you will be performing Tasks;
- If the Task is performed in a jurisdiction that requires you to have a business license or business tax registration, you have the required business license or business tax registration;
- You are responsible for identifying and obtaining any required licenses, permits, or registrations before offering services and undertaking Tasks (including but not limited to a state contractor's license pursuant to California Business and Professions Code section 7000 et seq., if such license is applicable to the Task you are performing);
- You have any and all insurance required to operate your business and provide your services;
- You will use your real name or business name and an up-to-date photo on your profile;
- You will honor your commitments to other Users on the Platform, including by responding to invitations promptly; performing the Task(s) as agreed upon with your Service Requester; and providing timely, high-quality services to your Service Requesters;
- You will only offer and provide services for which you have the necessary skills and expertise, and provide those services safely and in accordance with all applicable laws.

### **3. Contract between Service Requesters and Service Providers**

You acknowledge and agree that a legally binding contract with another User (the “ Service Agreement ” ) is formed when you and that User agree on the terms of a Task. The terms of the Service Agreement include the terms set forth in this Section 3, the engagement terms proposed and accepted on the Tasker Platform, and any other contractual terms accepted by both the Tasker and their Requester to the extent such terms do not conflict with the terms in this Agreement, including this Section 3, and do not expand Tasker's obligations or restrict Tasker rights under this Agreement. Tasker is not a party to any Service Agreement and the formation of a Service Agreement will not, under any circumstances, create an employment or other service relationship between Tasker and the Service Provider, nor will it create an employment relationship between the Service Requester and the Service Provider. Users do not have authority to enter into written or oral — whether implied or express — contracts on behalf of Tasker.

Where approved in advance by the Requester, the Provider is not obligated to personally perform the Task. Service Provider's may engage assistants, helpers, subcontractors or other personnel (collectively “Provider Assistants” ). For safety reasons, such Provider Assistants shall have been registered through the Tasker Platform. A Provider's failure to comply with this provision shall be a violation of these Terms of Service and could lead to removal from the Tasker Platform. The Provider assumes full and sole responsibility for the acts and omissions of such Provider Assistants and is fully responsible for the lawful payment of all compensation, benefits and expenses of Provider Assistants, if any, and for all required and applicable tax with-holdings as to such Provider Assistants. Requesters are responsible for

confirming with their Provider that any Provider Assistants are registered Providers on the Tasker Platform.

While using the Tasker Platform, Requesters, in their sole discretion, determine whether they will be present or not when a Task is performed. Requesters agree that if someone other than them books the Task on their behalf or is present in their stead when the Task is performed, they are appointing that person as their agent ( “ Requester’s Agent ” ) and the Provider may take and follow direction from the Requester’s Agent as if such direction was given from the Requester him- or herself. If you are a Requester’s Agent and accessing and using the Tasker Platform on behalf of a Requester, you represent that you have the authority to act as their agent and to bind that person as the principal to all provisions of the Terms of Service. Requester’s Agent may authorize any applicable waiver of the Requester’s scoping, direction, or instruction of the Provider’s work or performance of the Task in the Requester’s stead. Requester agrees that such direction and/or waiver is valid against Requester and Requester’s Agent, and Requester shall be responsible and liable for all such direction and/or waiver as if made by Requester him or herself. Requester assumes full and sole responsibility for the acts and omissions of Requester’s Agents. Requester’s Agents are deemed third parties for the purposes of the Requester’s Rating and are thereby excluded from it.

The Requester shall pay their Provider(s) in full for all Task services via the PSP as indicated on the Tasker Platform, at the rates agreed to by the parties in the Service Agreement. Each User agrees to comply with the Service Agreement and this Agreement during the engagement, performance and completion of a Task.

## **4. Billing and Payment**

Users of the Tasker Platform contract for Tasks directly with other Users. Tasker will not be a party to any contracts for Tasks or services. Requester, and not Tasker, is responsible for payment for all Task services through the Tasker Platform. Such payment must be made via the PSP. Tasker is not obligated to compensate Provider for Requester’s failure to pay for services.

The Task Payment, service charge, and Trust & Support fee must be paid through the PSP. Requesters on the Tasker Platform will be required to provide their payment method details to Tasker and the PSP. Providers are responsible for accurately invoicing their Requesters within 24 hours of the work being performed, even if the Task is not completed in its entirety or is designated as “ongoing” Requesters will be responsible for paying the invoice(s) for each Task (the “Invoice(s)” ), which will include (a) the pricing terms of the Task provided by the Provider and agreed upon by the parties ( “Task Payment” ), (b) any out of pocket expenses agreed upon by the parties and submitted by the Provider in connection with the Task, (c) the service charge Tasker assesses to the for access to and information regarding Providers, and (d) the Trust & Support Fee Tasker assesses to the Requester for customer support, services in support of the Terms of Service, and other various other services, or (e) cancellation charges, if applicable. In addition, a tip or gratuity, as applicable, may be added by the Requester or at the Requester’s direction to the Invoice(s), and all such tips or gratuities shall go directly to the Provider. Requesters may also be charged credit card processing fees equal to 3% of the aggregate expense amount if expenses related to a Task individually, or Tasks in the aggregate over a

30-day period, exceed \$300 / 300£ / 300€ / 6000MXP as applicable in your country. Providers will be responsible for paying (i) registration fees, if applicable, and (ii) repayment of erroneous payments.

Providers will be required to set up an account with the PSP, which may require any or all of the following: registration with the PSP, consent to the terms of service of the PSP, and completion of a vetting process and/or account validation at the request of the PSP. By accepting these Terms of Service, each Provider agrees that they have downloaded or printed, and reviewed and agreed to, the PSP Services Agreement (the “PSP Services Agreement” ). Please note that Tasker is not a party to the PSP Services Agreement and that you, the PSP and any other parties listed in the PSP Services Agreement are the parties to the PSP Services Agreement and that Tasker has no obligations, responsibility or liability to any Provider or other party under the PSP Services Agreement.

To help prevent fraud and safeguard User information from the risk of unauthorized access, Tasker and/or the PSP may validate an account before activation and prior to each booking. As part of the validation process, temporary charges may be placed on the account associated with the User and then refunded within 1-5 business days. This temporary charge may vary depending on the estimated value of the Task and expenses.

When Requester receives confirmation through the Tasker Platform or via email that a Task has been completed, Requester automatically authorizes the PSP to process the Invoice(s). Requesters may be billed a one-hour cancellation charge as damages at the Provider’s hourly rate through the PSP if you book a Task, but cancel it before the scheduled time for performance.

Tasker reserves the right (but not the obligation) upon request from Requester or Provider, or upon notice of any potential fraud, unauthorized charges or other misuse of the Tasker Platform, to place on hold any Task Payment, out of pocket expenses, and/or tip or gratuity (if applicable), or refund or provide credits, or arrange for the PSP to do so.

Users of the Tasker Platform may be liable for any taxes or similar charges (including VAT / IVA, if applicable in the country where the Task is performed) required to be collected and/or paid on the Tasks and/or fees provided under the Agreement.

In certain jurisdictions, applicable rules may require that we collect or report tax and/or revenue information about you. You agree that Tasker may issue on your behalf receipts or similar documentation to facilitate accurate tax reporting.

## **5. Contests, Gift Cards, and Promotional Codes**

Tasker may from time to time provide certain promotional opportunities and contests to Users. All such promotions will be run at the sole discretion of Tasker, and can be implemented, modified, or removed at any time by Tasker without advance notification. The liability of Tasker and Affiliates, as well as any of Tasker’s corporate partners pursuant to such promotional opportunities and contests, shall be subject to the limitations set forth in Section 17 of these Terms of Service.

Tasker gift cards ( “Gift Cards” ) and promotional codes ( “Promo Codes” ) may be available and can be used to pay Task Payments and the Tasker service charge and Trust & Support fee in part or in full,

but may not be used to pay for reimbursement of out of pocket expenses or tips or gratuity associated with a Task provided through the Tasker Platform.

### **A. Promo Codes**

Promo Codes are an offer by Tasker to reduce the amount a Requeser has to pay in relation to a Task Payment, service charge, and/or Trust & Support fee. Promo Codes will not affect the amount of the Task Payment a Provider ultimately receives. The use or application of any Promo Code is solely intended as a promotional initiative and does not in any way create a relationship or engagement between Tasker or the Provider or Requester, or constitute wages, fees or other amounts paid to the Provider. You agree that you will use Promo Codes in accordance with the terms and conditions governing the Promo Code. A new user Promo Code may only be used once per User, regardless of the email address used during registration. Tasker reserves the right to withhold or deduct credits or other features or benefits obtained through the use of a Promo Code by you or any other User in the event that the use or redemption of a Promo Code was in error, fraudulent, illegal, or otherwise in violation of the applicable Promo Code terms and conditions or this Agreement.

### **B. Gift Cards**

Gift cards can only be used in connection with Tasks performed on the Tasker Platform, are not replaceable if lost or stolen, and have no expiration date. Gift cards have no cash value and cannot be exchanged for cash except as required by law. Gift Cards must be entered directly into the Requester account; they may not be directly accepted by Providers as a payment method.

A Gift Card cannot be combined with any other Gift Cards, gift certificates or Promo Codes. No credit card, credit line, overdraft protection, or deposit account is associated with your Gift Card. You cannot “reload” (or add value/balance) to your Gift Card at this time. If a Gift Card holder’s purchase exceeds the amount of that Gift Card’s balance, the Gift Card holder must pay the difference by another means. Unused Gift Card balances are not transferable. Tasker reserves the right to correct the balance of a Gift Card if Tasker believes that a billing error has occurred. Tasker reserves the right to limit quantities of Gift Cards purchased by any person or entity, and to cancel a Gift Card if it believes that the Gift Card was obtained through fraudulent or unauthorized means. Gift Cards and their use are subject to this Agreement, and use of a Gift Card constitutes acceptance thereof.

You agree to comply with all Gift Card terms and conditions.

## **6. Public Areas; Acceptable Use**

The Tasker Platform may contain profiles, email systems, blogs, message boards, reviews, ratings, task postings, chat areas, news groups, forums, communities and/or other message or communication facilities ( “Public Areas” ) that allow Users to communicate with other Users. You may only use such community areas to send and receive messages and materials that are relevant and proper to the applicable forum. For the safety and integrity of the Tasker Platform, you should not share your personal contact information with other Users.

Without limitation, the Tasker Platform may not be used for any of the following purposes:



- To defame, abuse, harass, stalk, threaten, intimidate, misrepresent, mislead or otherwise violate the rights (such as, but not limited to, rights of privacy, confidentiality, reputation, and publicity) of others, including Users and Tasker staff;
- To publish, post, upload, distribute or disseminate any profane, defamatory, infringing, obscene or unlawful language, material or information;
- To upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any User, third party, or Tasker;
- To upload files or scripts such as Trojan horses, corrupt files, SQL injections, worms, timebombs, cancelbots or any other files or software that may damage Tasker or its Users' computers;
- To advertise or offer to sell any goods or services for any commercial purpose through the Tasker Platform which are not relevant to the Task services;
- To post or complete a Task requiring a User to (i) purchase or obtain gift cards or money orders (ii) purchase high value items (over \$300 / 300£ / 300€ / 6000MXP as applicable in your country) without obtaining pre-authorization from Tasker, (iii) travel into different countries during the performance of a Task, (iv) provide ridesharing or other peer to peer transportation services, (v) post ratings or reviews on any third party website in breach of such third party website's terms of use, or (vi) otherwise engage in activity that is illegal or deemed dangerous, harmful or otherwise inappropriate by Tasker in its sole discretion;
- To conduct or forward surveys, contests, pyramid schemes, or chain letters;
- To impersonate another person or a User or allow any other person or entity to use your user profile to post or view comments (except as may be permitted under Section 3 for Requester's Agent).

While using the Tasker Platform, you may not:

- Use the Tasker Platform for any unauthorized or illegal purpose, including but not limited to posting or performing a Task in violation of local, state, provincial, national, or international law;
- Post or upload any content which you have not obtained the necessary rights and permissions to use accordingly;
- Post the same Task repeated ly ("spamming");
- Download any file posted by another User that you know, or reasonably should know, cannot be legally distributed through the Tasker Platform;
- Restrict or inhibit any other User from using and enjoying the Public Areas;
- Imply or state that any statements you make (whether on or off the Tasker Platform) are endorsed by Tasker, without the prior written consent of Tasker;
- Use a robot, spider, manual, meta tag, "hidden text," agent, robot, script, and/or automatic processes or devices to data-mine, data-crawl, scrape, collect, mine, republish, redistribute, transmit, sell, license, download, manage or index the Tasker Platform, or the electronic addresses or personal information of others, in any manner;
- Frame or utilize framing techniques to enclose the Tasker Platform or any portion thereof;
- Hack or interfere with the Tasker Platform, its servers or any connected networks;

- Adapt, alter, license, sublicense or translate the Tasker Platform for your own personal or commercial use;
- Remove, alter, or misuse, visually or otherwise, any copyrights, trademarks or proprietary marks or rights owned by Tasker and Affiliates;
- Upload content to the Tasker Platform that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals;
- Upload content that provides materials or access to materials that exploit people in an abusive, violent or sexual manner;
- Solicit for any other business, website or service, or otherwise contact Users for employment, contracting or any purpose not related to use of the Tasker Platform as set forth herein;
- Collect usernames, email addresses, or other personal information of Users by electronic or other means;
- Use the Tasker Platform or the Task services in violation of this Agreement;
- Use the Tasker Platform in a manner that is false or misleading (directly or by omission or failure to update information), or for the purpose of accessing or otherwise obtaining Tasker's trade secret information for public disclosure or other purposes;
- Attempt to circumvent the payments system or service charge or Trust & Support fee in any way including, but not limited to, making or processing payments outside of the Tasker Platform, providing inaccurate information on invoices, or otherwise invoicing in a fraudulent manner;
- Register under different usernames or identities after your account has been suspended or terminated, or register under multiple usernames or false identities, or register using a false or disposable email or phone number;
- Cause any third party to engage in the restricted activities above; or
- Use tools with the goal of masking your IP address (like the TOR network).

You understand that all submissions made to Public Areas will be public and that you will be publicly identified by your name or login identification when communicating in Public Areas. Tasker will not be responsible for the action of any Users with respect to any information or materials posted in Public Areas.

## **7. Mobile App Updates and Upgrades**

By installing the App(s), you consent to the installation of the App(s) and any updates or upgrades that are released through the Tasker Platform. The App (including any updates or upgrades) may (i) cause your device to automatically communicate with Tasker's servers to deliver the App functionality and to record usage metrics, (ii) affect App-related preferences or data stored on your device, and (iii) collect personal information as set out in our Privacy Policy. You can uninstall the App(s) at any time.

## **8. Deactivation and Suspension**

Tasker may suspend your right to use the Tasker Platform pending its investigation of a potential breach by you of this Agreement. Tasker may deactivate your account or limit your use of the Tasker

Platform upon its determination that you breached a provision of this Agreement (a “User Breach” ). Tasker will provide you with written notice of its determination as required by law, unless we have reason to believe the User’s account has been compromised such that the notice would go to the wrong person, or notice would otherwise be counterproductive or would create a risk to safety. If you wish to appeal this determination, please contact [support@tasker.com.mx](mailto:support@tasker.com.mx) within 14 days of receipt of such notice with the grounds for your appeal .

If Tasker suspends or deactivates your account or limits your use of the Tasker Platform pursuant to this Section 8, you are thereafter prohibited from registering and creating a new account under your name or business name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

Even after your right to use the Tasker Platform is suspended, terminated or limited, this Agreement will remain enforceable against you. Tasker reserves the right to take appropriate legal action pursuant to the Agreement.

Tasker reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the Tasker Platform at its sole discretion. Tasker will provide you with notice of any such modification or discontinuation as required by law. To the extent permitted by law, Tasker shall not be liable to you for any modification or discontinuance of all or any portion of the Tasker Platform. Tasker has the right to restrict anyone from completing registration as a Tasker if such person may threaten the safety and integrity of the Tasker Platform, or if such restriction is necessary to address any other reasonable business concern.

You may terminate this Agreement at any time by ceasing all use of the Tasker Platform and deactivating your account.

## **9. Account, Password, Security, and Telephone Communications**

You must register with Tasker and create an account to use the Tasker Platform. You are responsible for maintaining the confidentiality of any log-in, password, and account number provided by you or given to you by Tasker for accessing the Tasker Platform. You are solely and fully responsible for all activities that occur under your password or account, even if not authorized by you. Tasker has no control over the use of any User’s account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or account or you suspect any other breach of security, you agree to notify Tasker immediately.

You acknowledge that telephone calls to or from Tasker, together with its agents and Affiliates, may be monitored and recorded for the purposes of quality control and training.

You verify that any contact information provided to Tasker, its agents and Affiliates, and Users, including, but not limited to, your name, business name, mailing address, email address, your residential or business telephone number, and/or your mobile telephone number, is true and accurate. You verify that you are the current subscriber or owner of any telephone number that you provide. You are strictly prohibited from providing a phone number that is not your own. If we discover that any information provided in connection with your registration is false or inaccurate, we may suspend or

deactivate your account. Should any of your contact information change, you agree to immediately notify Tasker before the change goes into effect by visiting [tasker.com.mx](http://tasker.com.mx). If the change regards ownership of your telephone numbers, you may notify Tasker by texting STOP to any text message sent to the retiring phone number.

## **10. User Generated Content**

“User Generated Content” is defined as any information and materials you provide to Tasker, its agents, Affiliates, and corporate partners, or other Users in connection with your registration for and use of the Tasker Platform and participation in Tasker promotional campaigns, including without limitation the information and materials posted or transmitted for use in Public Areas. You are solely responsible for User Generated Content, and we act merely as a passive conduit for your online distribution and publication of your User Generated Content. You acknowledge and agree that Tasker is not involved in the creation, development of User Generated Content, disclaims any responsibility for User Generated Content, and cannot be liable for claims arising out of or relating to User Generated Content. Further, you acknowledge and agree that Tasker has no obligation to monitor or review User Generated Content, but reserves the right to limit or remove User Generated Content if it is not compliant with the terms of this Agreement.

You hereby represent and warrant to Tasker that your User Generated Content (a) will not be false, inaccurate, incomplete or misleading; (b) will not be fraudulent or involve the transfer or sale of illegal, counterfeit or stolen items; (c) will not infringe on any third party’s privacy, or copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or personality (to the extent recognized by law in the country where the Task is performed); (d) will not violate any law, statute, ordinance, code, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, incitement of hatred or false or misleading advertising, anti-spam or privacy); (e) will not be defamatory, libellous, malicious, threatening, or harassing; (f) will not be obscene or contain pornography (including but not limited to child pornography) or be harmful to minors; (g) will not contain any viruses, scripts such as Trojan Horses, SQL injections, worms, time bombs, corrupt files, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (h) will not claim or suggest in any way that you are employed or directly engaged by or affiliated with Tasker or otherwise purport to act as a representative or agent of Tasker; and (i) will not create liability for Tasker or cause Tasker to lose (in whole or in part) the services of its Internet Service Providers (ISPs) or other partners or suppliers.

The Tasker Platform hosts User Generated Content relating to reviews and ratings of specific Service Providers ( “Feedback” ). Feedback is such User’s opinion and not the opinion of Tasker, and has not been verified or approved by Tasker. You agree that Tasker is not responsible or liable for any Feedback or other User Generated Content. Tasker encourages each User to give objective, constructive and honest Feedback about the other Users with whom they have transacted. Tasker is not obligated to investigate any remarks posted by Users for accuracy or reliability or to consider any statements or materials posted or submitted by Users about any Feedback but may do so at its discretion. You agree that Feedback enables Users to post and other Users to read about Users’ expression of their

experiences and that you will not complain or take any action merely because you happen to disagree with such Feedback. You may request removal of a review that violates this Agreement by contacting the Support team at [help@tasker.com.mx](mailto:help@tasker.com.mx) Each Requester should undertake their own research prior to booking to be satisfied that a specific Provider has the right qualifications for a Task.

Tasker respects the personal and other rights of others, and expects Users to do the same. Tasker is entitled to identify a User to other Users or to third parties who claim that their rights have been infringed by User Generated Content submitted by that User, so that they may attempt to resolve the claim directly.

If a User believes, in good faith, that any User Generated Content provided on or in connection with the Tasker Platform is objectionable or infringes any of its rights or the rights of others (e.g. counterfeiting, insult, invasion of privacy), the User is encouraged to notify Tasker. If a User discovers that User Generated Content promotes crimes against humanity, incites hatred and/or violence, or concerns child pornography, the User must notify Tasker.

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

The Tasker Platform may contain links (such as hyperlinks) to third-party websites. Such links do not constitute endorsement by Tasker or association with those websites, their content or their operators. Such links (including without limitation external websites that are framed by the Tasker Platform as well as any advertisements displayed in connection therewith) are provided as an information service, for reference and convenience only. Tasker does not control any such websites, and is not responsible for their availability, accuracy, content, advertising, products, or services. It is your responsibility to evaluate the content and usefulness of the information obtained from other websites. You acknowledge and agree that Tasker is not involved in the creation or development of third-party websites and disclaims any responsibility for third-party websites, and cannot be liable for claims arising out of or relating to third-party websites. Further, you acknowledge and agree that Tasker has no obligation to monitor, review, or remove links to third-party websites, but reserves the right to limit or remove links to third-party websites on the Tasker Platform at its sole discretion.

The use of any website controlled, owned or operated by a third party is governed by the terms and conditions of use and privacy policy for that website. You access such third-party websites at your own risk. Tasker expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with links that may appear on the Tasker Platform. You hereby agree to hold Tasker harmless from any liability that may result from the use of links that may appear on the Tasker Platform.

## **12. Tasker Operates as an Online Marketplace**

Tasker operates as an online marketplace that connects Service Requesters with Service Providers who wish to perform a variety of Tasks. Tasker does not perform Tasks and does not employ people to perform Tasks. Providers operate as independent business owners and are customarily engaged in an independently established business of the same nature as that involved in the services performed for Requesters through the Tasker Platform. Tasker does not control or direct the Providers' performance of

their services or set their work locations, work hours, or terms of work. Providers provide services under their own name or business name, and not under Tasker's name. Providers provide their own tools and supplies to perform their services; Tasker does not provide the tools or supplies. Providers are free to maintain a clientele without any restrictions from Tasker and are free to offer and provide their services elsewhere, including through competing platforms. Providers are free to accept or reject Providers and contracts. Providers are not penalized for rejecting Requesters or contracts, though if Providers accept a Requester or contract through the Tasker Platform, they are expected to fulfill their contractual obligations to their client. Providers set their own rates for services performed in the Tasker general marketplace, without deduction by Tasker.

The Tasker Platform is not an employment agency service or business and Tasker is not an employer of any User. Providers acknowledge and confirm that they are responsible for exercising their own business judgment in entering into Service Agreements and performing Tasks and that, depending on how they exercise such business judgment, there is a chance for individual profit or loss.

### **13. Tasker Happiness Pledge**

The terms of service are applicable to the country where the Task is performed is part of this Agreement and incorporated by reference. Providers determine which categories they are qualified to task in, and scope the Task directly with their Requester. Tasker does not oversee, monitor or direct how a Tasker performs a Task, does not monitor Tasks or chat threads between Users, and does not otherwise assume responsibility for the actions of Users. Requesters are advised to confirm with their Tasker that s/he is qualified to perform the Task prior to the Task taking place. Tasker is not liable for the acts or omissions of Users, nor does Tasker provide insurance against any losses sustained by Users. That said, Tasker wants Users to be happy about their experience using the Tasker Platform and the Happiness Pledge is in place to encourage continued use of the Tasker Platform.

Payments made under the Happiness Pledge are made at Tasker's sole discretion, and are subject to certain conditions, limitations and exclusions, as described in the Happiness Pledge. The Happiness Pledge does not supersede any of the terms set forth in these Terms of Service or the Privacy Policy, including any of the limitations on liability set forth in these Terms of Service. In the unlikely event of a conflict with the Happiness Pledge, these Terms of Service prevail over any contrary interpretation of the Happiness Pledge. The Happiness Pledge is not insurance and Tasker is not an insurer, as such terms are generally understood for regulatory purposes.

### **14. Intellectual Property Rights**

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, typefaces and other content, including Tasker designs, trademarks, and logos (collectively "Proprietary Material") that Users see or read through the Tasker Platform is owned by Tasker, excluding User Generated Content, which Users hereby grant Tasker a license to use as set forth above in Article 10. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Tasker owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials. The Proprietary Material is protected by domestic and international laws governing copyright, patents, and

other proprietary rights. Users may not copy, download, use, redesign, reconfigure, or re-transmit anything from the Tasker Platform without Tasker's express prior written consent and, if applicable, the consent of the holder of the rights to the User Generated Content. Any use of such Proprietary Material other than as permitted herein is expressly prohibited.

The service marks and trademarks of Tasker, including without limitation Tasker, Tasker for Good, and associated logos, are service marks owned by Tasker. Any other trademarks, service marks, logos and/or trade names appearing via the Tasker Platform are the property of their respective owners. Tasker's proprietary marks and logos are not available for use by Providers. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

## **15. Copyright Complaints and Copyright Agent**

Tasker respects the intellectual property of others and expects Users to do the same. If you believe, in good faith, that any materials provided on or in connection with the Tasker Platform infringe upon your copyright or other intellectual property right, please send the following information to [copyright@tasker.com.mx](mailto:copyright@tasker.com.mx):

- A description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the Tasker Platform where the material you claim is infringed is visible. Include enough information to allow Tasker to locate the material, and explain why you think an infringement has taken place;
- A description of the location where the original or an authorized copy of the copyrighted work exists -- for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
- Your name, address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- Your electronic or physical signature as the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

## **16. Confidential Information**

You acknowledge that Confidential Information (as defined below) is a valuable, special and unique asset of Tasker and agree that you will not, for the lifetime of your account on Tasker plus 10 years thereafter, disclose, transfer, or use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than use of the Tasker Platform in accordance with these Terms of Service. If relevant, you may disclose the Confidential Information to your authorized employees and agents provided that they are also bound to maintain the confidentiality of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. You shall promptly notify Tasker in writing of any circumstances that may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall return all

originals and any copies of any and all materials containing Confidential Information to Tasker promptly upon deactivation of your User account or termination of this Agreement for any reason whatsoever.

The term “Confidential Information” shall mean any and all of Tasker’s trade secrets, confidential and proprietary information, and all other information and data of Tasker that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, strategic and other Proprietary Materials and confidential information relating to Tasker or Tasker’s business, operations or properties, including information about Tasker’s staff, Users or partners, or other business information disclosed or obtained directly or indirectly in writing, orally or by drawings or observation.

## **17. Disclaimer of Warranties**

Please note that for Users outside the United States, this Section 17 may be subject to the jurisdiction-specific exemptions set forth in Section 28.

### **A. Use Of The Tasker Platform Is Entirely At Your Own Risk**

THE TECHNOLOGY OF THE TASKER PLATFORM IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE SERVICES, AND NON-INFRINGEMENT. TASKER MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE TASKER PLATFORM OR THE CONTENT OF ANY SITES LINKED TO THE TASKER PLATFORM AND ASSUMES NO LIABILITY OR RESPONSIBILITY IN CONTRACT, WARRANTY OR IN TORT FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE TASKER PLATFORM, (III) ANY ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; AND (IV) EVENTS BEYOND OUR REASONABLE CONTROL.

Tasker does not warrant, endorse, guarantee or assume responsibility for any service advertised or offered by a third-party through the Tasker Platform or any hyperlinked website or featured in any banner or other advertising, and Tasker will not be a party to or in any way be responsible for any transaction between you and other Users, or you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. Without limiting the foregoing, Tasker and Affiliates do not warrant that access to the Tasker Platform will be uninterrupted or that the Tasker Platform will be error-free; nor do they make any warranty as to the results that may be obtained from



the use of the Tasker Platform, or as to the timeliness, accuracy, reliability, completeness or content of any Task, service, information or materials provided through or in connection with the use of the Tasker Platform. Tasker and Affiliates are not responsible for the conduct, whether online or offline, of any User. Tasker and Affiliates do not warrant that the Tasker Platform is free from computer viruses, system failures, worms, trojan horses, or other harmful components or malfunctions, including during hyperlink to or from third-party websites. Tasker and Affiliates will implement appropriate technical and organizational measures to ensure a level of security adapted to the risk for any personal information supplied by you.

Notwithstanding any feature or service that a Requester may use to expedite Tasker selection, each Requester is responsible for determining the Task and selecting or otherwise approving their Tasker and Tasker does not warrant any goods or services purchased by a Requester and does not recommend any particular Tasker. Tasker does not provide any warranties or guarantees regarding any Tasker's ability, professional accreditation, registration or licensure.

## **B. No Liability**

You acknowledge and agree that Tasker is only willing to provide the Tasker Platform if you agree to certain limitations of our liability to you and third parties. Therefore, you agree not to hold Tasker and Affiliates, or their corporate partners, liable for any claims, demands, damages, expenses, losses, governmental obligations, suits, and/or controversies of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, direct, indirect, incidental, actual, consequential, economic, special, or exemplary, including attorneys fees and costs (collectively, "Liabilities") that have arisen or may arise, relating to your or any other party's use of or inability to use the Tasker Platform, including without limitation any Liabilities arising in connection with the conduct, act or omission of any User (including without limitation stalking, harassment that is sexual or otherwise, acts of physical violence, and destruction of personal property), any dispute with any User, any instruction, advice, act, or service provided by Tasker and Affiliates, and any destruction of your User Generated Content.

UNDER NO CIRCUMSTANCES WILL TASKER AND AFFILIATES OR THEIR CORPORATE PARTNERS BE LIABLE FOR, AND YOU HEREBY RELEASE TASKER AND AFFILIATES AND THEIR CORPORATE PARTNERS FROM ANY DIRECT, INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY TASKER, THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR ATTORNEYS FEES AND COSTS) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF OR INABILITY TO USE THE TASKER PLATFORM OR THE TASK SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. Some jurisdictions do not allow the exclusion of certain warranties or limitation of incidental or consequential damages; in such cases the above limitations may not apply to you in their entirety.

TASKER AND AFFILIATES EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF ITS TASKER PLATFORM. TASKER AND AFFILIATES ALSO DO NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED VIA THE TASKER PLATFORM.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT TASKER AND AFFILIATES OR THEIR CORPORATE PARTNERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU TO TASKER (IF YOU ARE A REQUESTER) OR TOTAL TASK PAYMENTS PAID TO YOU BY REQUESTERS (IF YOU ARE A TASKER), DURING THE 6 MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## **18. Indemnification**

You hereby agree to indemnify, defend, and hold harmless Tasker and Affiliates from and against any and all Liabilities incurred in connection with (i) your use or inability to use, or your participation on, the Tasker Platform; (ii) your participation in Tasks, or your ability or inability to perform or obtain the performance of Tasks or to receive payment therefore; (iii) your breach or violation of this Agreement; (iv) your violation of any law, or the rights of any User or third party; (v) your failure to abide by your representations and warranties in Section 2; (vi) any content submitted by you or using your account to the Tasker Platform, including but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful; and (vii) if you are a Requester, the acts or omissions of any Requester's Agents. Tasker reserves the right, in its own sole discretion, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the prior written consent of Tasker.

## **19. Dispute Resolution**

To expedite resolution and reduce the cost of any dispute, controversy or claim related to, arising from or regarding your use of the Tasker Platform, your relationship with Tasker, Tasks, or this Agreement (including previous versions), ( "Dispute" ), you and Tasker agree to first attempt to negotiate any Dispute informally for at least 30 days before initiating any out of court settlement ( such as mediation or arbitration) or court proceeding (except as may be set forth in Section 28). Such informal negotiations will commence upon written notice. Your address for such notices is the one associated with your account, with an email copy to the email address you have provided to Tasker. Tasker's address for such notice is

Attention: [Legal@tasker.com.mx](mailto:Legal@tasker.com.mx)

PLEASE NOTE: FOR MORE INFORMATION ABOUT DISPUTE RESOLUTION TERMS, PLEASE REVIEW THE JURISDICTION-SPECIFIC SECTION APPLICABLE TO YOU BELOW. IF YOU ARE A USER IN THE U.S. OR CANADA, IT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER (SEE U.S. AND CANADA JURISDICTION-SPECIFIC SECTIONS FOR MORE DETAILS).

## **20. App Store-Sourced Apps**

The following applies to any App accessed through or downloaded from the Apple App Store (an "App Store-Sourced Application"):

You acknowledge and agree that (i) the Agreement is entered into between you and Tasker only, and Apple is not a party to this Agreement other than as third-party beneficiary as contemplated below, and (ii) Tasker, not Apple, is solely responsible for the App Store-Sourced Application and content thereof. Your use of the App Store-Sourced Application must comply with the App Store Terms of Service.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store-Sourced Application.

In the event of any failure of the App Store-Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store-Sourced Application to you and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced Application. As between Tasker and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Tasker, subject at all times to warranty limitations and exclusions set forth in this Agreement.

You and Tasker acknowledge that, as between Tasker and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store-Sourced Application or your possession and use of the App Store-Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store-Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

You and Tasker acknowledge that, in the event of any third party claim that the App Store-Sourced Application or your possession and use of that App Store-Sourced Application infringes that third party's intellectual property rights, as between Tasker and Apple, Tasker (and not Apple) will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, though only to the extent required by this Agreement.

You and Tasker acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement as related to your license of the App Store-Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store-Sourced Application against you as a third party beneficiary thereof.

Without limiting any other terms of this Agreement, you must comply with all applicable third party terms of agreement when using the App Store-Sourced Application.

## **21. No Agency; No Employment**

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

## 22. General Provisions

Failure by Tasker to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the complete and exclusive agreement between you and Tasker with respect to its subject matter, and supersedes and governs any and all prior agreements or communications except as otherwise specified in the Arbitration Agreement in Section 28A. The provisions of this Agreement are intended to be interpreted in a manner which makes them valid, legal, and enforceable. Except for the “Agreement Prohibiting Class Actions and Non-Individualized Relief” provision in the section applicable to U.S. Residents in Section 28A below, in the event any provision is found to be partially or wholly invalid, illegal or unenforceable, (1) such provision shall be modified or restructured to the extent and in the manner necessary to render it valid, legal, and enforceable or, (2) if such provision cannot be so modified or restructured, it shall be excised from the Agreement without affecting the validity, legality or enforceability of any of the remaining provisions. You hereby acknowledge and agree that we may assign or transfer this Agreement without your consent, including but not limited to assignments: (i) to a parent or subsidiary, (ii) to an acquirer of assets, or (iii) to any other successor or acquirer. Upon the effective date of the assignment of the Agreement (a) Tasker shall be relieved of all rights, obligations and/or liabilities to you arising in respect of events postdating the effective date of the assignment and, (b) the assignee entity shall replace Tasker for the performance of this Agreement. This Agreement may not be assigned or transferred by you without our prior written approval. Any assignment in violation of this Section 22 shall be null and void. This Agreement will inure to the benefit of Tasker, its successors and assigns. All parts of this Agreement which by their nature should survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement or your use of the Tasker Platform.

## 23. Licensing

Providers alone are responsible for identifying and obtaining any required licenses, permits, or registrations before offering services and undertaking Tasks. Indeed, certain types of Tasks and services may be prohibited altogether, and it is the responsibility of Providers to avoid such prohibited Tasks and services. Penalties may include fines or other law enforcement. If you have questions about how national/ state/ provincial/ territorial and local laws apply to your Tasks and services on the Tasker Platform, you should first seek appropriate legal guidance.

Because Tasker does not supervise, scope, direct, control, or monitor a Tasker’s work or performance of Tasks, Requesters must determine for themselves whether a Tasker has the skills and qualifications necessary to perform the specific Task at hand. Requesters may wish to consult their national/state/provincial/territorial or local requirements to determine whether certain Tasks are required to be performed by a licensed or otherwise registered professional. Requesters may also wish to discuss with their Tasker any specific hazards, obstacles, or impediments in the Task location (both visible and concealed) that may impact the performance of the Task.

## **24. Changes to this Agreement and the Tasker Platform**

Tasker reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, suspend, discontinue, or delete any of the terms and conditions of this Agreement (including the Terms of Service, Privacy Policy, and Happiness Pledge) and review, improve, modify or discontinue, temporarily or permanently, the Tasker Platform or any content or information through the Tasker Platform at any time, effective with or without prior notice and without any liability to Tasker. Tasker may also impose limits on certain features or restrict your access to part or all of the Tasker Platform without notice or liability.

Tasker will endeavor to notify you of material changes to this Agreement by email, but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must deactivate your account, and immediately stop using the Tasker Platform. Your continued use of the Tasker Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes, except where prohibited by any laws or regulations in your jurisdiction.

## **25. No Rights of Third Parties**

The provisions of this Agreement are for the sole benefit of the Parties and their permitted successors and assigns, and they will not be construed as conferring any rights to any third party (including any third party beneficiary rights except as set forth in Section 20) or to give any person or entity other than the User any interest, remedy, claim, liability, reimbursement, claim of action or any other claim of action with respect to or in connection with any agreement or provision contained herein or contemplated hereby. None of the terms of this Agreement are enforceable by any persons who are not a party to this Agreement, provided, however, that a Requester's Agent may act in the name of and on behalf of his/her Requester.

## **26. Notices and Consent to Receive Notices Electronically**

You consent to receive any agreements, notices, disclosures and other communications (collectively, "Notices") to which this Agreement refers electronically, including without limitation by email or by posting Notices on the Sites. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. Unless otherwise specified in this Agreement, all Notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day it is shown as delivered by the overnight delivery service's tracking information, if sent for next day delivery by a recognized overnight delivery service.

If you have any questions about these Terms of Service or about the Tasker Platform, please contact us by email at [help@tasker.com/mx](mailto:help@tasker.com/mx).

## **27. Consent to Electronic Signatures**

By using the Tasker Platform, you agree to transact electronically through the Tasker Platform. You also agree to the following: (i) your electronic signature is the legal equivalent of your manual signature and has the same legal effect, validity and enforceability as a paper-based signature; (ii) your use of a keypad, mouse or other device to select an item, button, icon or similar act/action, constitutes your signature as if actually signed by you in writing; and (iii) no certification authority or other third party verification is necessary to validate your electronic signature, and the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

## **28. Jurisdiction-specific Provisions , including Dispute Resolution**

To the extent that there are any discrepancies or inconsistencies between the Global Terms of Service and the following jurisdiction-specific provisions, the jurisdiction-specific provisions shall prevail, govern and control for Users in those jurisdictions.

### **A. Residents of the United States of America**

#### **I. Dispute Resolution - Arbitration Agreement**

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND TASKER CAN BRING CLAIMS COVERED BY THIS ARBITRATION AGREEMENT. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND TASKER TO SUBMIT CLAIMS TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT AND YOU ACCEPT ALL OF ITS TERMS.

##### **(a) Agreement to Binding Arbitration**

IN EXCHANGE FOR THE BENEFITS OF THE SPEEDY, ECONOMICAL, AND IMPARTIAL DISPUTE RESOLUTION PROCEDURE OF ARBITRATION, YOU AND TASKER MUTUALLY AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO RESOLUTION OF ALL DISPUTES OR CLAIMS COVERED BY THIS ARBITRATION AGREEMENT IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTES BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AS SET FORTH HEREIN.

This agreement to arbitrate ( “Arbitration Agreement” ) is governed by the Federal Arbitration Act ( “FAA” ) and survives the termination of this Agreement and your relationship with Tasker.

To the fullest extent permitted by applicable law, you and Tasker agree to arbitrate any and all disputes and claims (“collectively, “Claim” or “Claims” ) relating to, arising from or regarding your use of the Tasker Platform, your relationship with Tasker, Tasks, or this Agreement (including previous versions), including Claims by Tasker, Claims against Tasker and Claims against Tasker’s Affiliates (including its parent company).

To the fullest extent permitted by applicable law, this includes, but is not limited to, claims related to payments, any city, county, state or federal wage and hour law, compensation, meal or rest breaks, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, trade secrets, unfair competition, personal injury, property damage or loss, emotional distress, any promotions or offers made by Tasker; breach of any express or implied contract or breach of any express or implied covenant; claims arising under federal or state consumer protection laws; claims arising under antitrust laws; claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; claims arising under the Fair Labor Standards Act, Civil Rights Act, Uniform Trade Secrets Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Tasker and covered by the Employee Retirement Income Security Act or funded by insurance), and state or local statutes, if any, addressing the same or similar subject matters; and all other federal, state or local statutory and common law claims.

If there is a dispute about the arbitrability of any claim (including about the formation, scope, applicability, interpretation, validity, and enforceability of this Arbitration Agreement), you and Tasker agree that this threshold dispute shall be resolved by the arbitrator, except as expressly provided below.

YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU AND TASKER ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL DISPUTES AND CLAIMS, UNLESS EXPRESSLY EXCLUDED IN THIS ARBITRATION AGREEMENT. THIS ARBITRATION AGREEMENT IS INTENDED TO REQUIRE ARBITRATION OF EVERY CLAIM OR DISPUTE THAT CAN LAWFULLY BE ARBITRATED, EXCEPT THOSE CLAIMS AND DISPUTES THAT, BY THE TERMS OF THIS ARBITRATION AGREEMENT, ARE EXPRESSLY EXCLUDED FROM THE REQUIREMENT TO ARBITRATE.

**(b) Prohibition of Class Actions and Non-Individualized Relief**

Except as otherwise required under applicable law, you and Tasker agree that any arbitration will be limited to the Claim between Tasker (and/or, if applicable, its Affiliates) and you individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND TASKER ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR ANY OTHER REPRESENTATIVE PROCEEDING ( "Class Action Waiver" ). Further, unless both you and Tasker otherwise agree, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. Notwithstanding the foregoing, this Class Action Waiver shall not apply to California Private Attorney General Act Claims, which are addressed separately below.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability, or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (i) the Claim is filed as a class, collective, or representative action and (ii) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, then those

Claims shall be severed from any remaining Claims and may remain in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

**(c) Representative PAGA Waiver**

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, to the fullest extent allowed by law: (1) you and Tasker agree not to bring a representative action on behalf of others under the California Private Attorneys General Act ( “PAGA” ), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under PAGA, both you and Tasker agree that any such Claim shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, “Representative PAGA Waiver” ).

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability, or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act Claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the parties agree that court litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

**(d) Rules and Logistics Governing Arbitration**

In order to initiate arbitration, a claim must be filed with the American Arbitration Association ( “AAA” ) and the written Demand for Arbitration (available at [www.adr.org](http://www.adr.org)) must be provided to the other party. The arbitration will be commenced and conducted under the AAA Rules in effect at the time the arbitration is initiated and modified by the terms set forth in this Agreement, and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes ( “AAA Consumer Rules” ), both of which are available at the AAA website [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules. You and Tasker agree that the arbitration shall be administered before a single arbitrator mutually agreed upon by the parties, and if the parties cannot agree within 30 days after names of potential arbitrators have been proposed, then by a single arbitrator who is chosen by the AAA.

As part of the arbitration, the parties will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim(s). The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief



only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision, which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all Claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules) subject to the following modifications:

(i) If Tasker initiates arbitration under this Arbitration Agreement, Tasker will pay all AAA filing and arbitration fees.

(ii) If a Requester or Tasker files a Claim in accordance with this Arbitration Agreement and the associated claim for damages does not exceed USD \$10,000, Tasker will pay all AAA filing and arbitration fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

(iii) If a Requester or Tasker files a Claim in accordance with this Arbitration Agreement and the associated claim for damages exceeds USD \$10,000, Tasker shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses, and the Requester or Tasker shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which the Task was performed, unless a lower fee amount would be owed by you as required by law or the applicable AAA Rules. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. If the arbitrator finds that the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), however, then the allocation of fees will be governed by the applicable AAA Rules.

(iv) Except as required by law or the applicable AAA Rules, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the Claim(s) were litigated in a court, such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).

(v) At the conclusion of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to the prevailing party, to the extent authorized by applicable law or the applicable AAA Rules.

Unless you and Tasker agree otherwise, any arbitration hearings with a Tasker will take place in the county of the Tasker's billing address, and any arbitration hearings with a Requester will take place in the county in which the Requester received Task services. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration.

**(e) Exceptions to Arbitration**

The Arbitration Agreement shall not require arbitration of the following types of claims:

- Claims for workers' compensation, disability insurance and unemployment insurance benefits;
- Small claims actions that are within the scope of small claims court jurisdiction and brought on an individual basis;
- Applications for provisional remedies, preliminary injunctions, and temporary restraining orders relating to actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights;
- Representative action brought on behalf of others under PAGA or other private attorney general acts, to the extent the representative PAGA Waiver in Section 19(d) is deemed unenforceable by a court of competent jurisdiction under applicable law not preempted by the FAA; and
- Claims that may not be subject to arbitration as a matter of generally applicable law not preempted by the FAA.

Nothing in this Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, or a similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. This Agreement and Arbitration Agreement do not prevent you from participating in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Agreement and do not prevent you from receiving an award for information provided to any government agencies.

**(f) Severability**

In addition to the severability provisions in subsections (b) and (c), in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

**(g) Opt Out of Arbitration Agreement**

For Providers, you may opt out of the requirement to arbitrate if you have not previously agreed to an arbitration provision in Tasker's Terms of Service where you had the opportunity to opt out of the requirement to arbitrate. If you have previously agreed to such an arbitration provision, you may opt out of any revisions to your prior arbitration agreement made by this version of the arbitration agreement in the manner specified below, but opting out of this arbitration agreement has no effect on any previous, other, or future arbitration agreements that you may have with Tasker.

Except as specified in this arbitration agreement, if you are a Tasker, you may opt out of the Arbitration Agreement by notifying Tasker in writing within 30 days of your agreement to these Terms of Service. To opt out, you must send a signed written notification to Tasker, Inc., 237 Kearny Street #9003 San Francisco, CA 94108, Attention: Legal, that includes (a) your account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a clear statement indicating that you wish to opt out of the Arbitration Agreement.

#### **(h) Tasker Claims in Pending Class Action**

If you are a member of a putative class in a wage and hour class action lawsuit against Tasker that is pending as of the effective date of these Terms of Service (a “Pending Class Action” ), then this Arbitration Agreement shall not apply to your claims in that particular class action. Instead, your claims in that Pending Class Action shall continue to be governed by the arbitration provisions contained in the applicable Agreement that you accepted prior to this Agreement’s effective date.

## **II. Telephone Communications and Agreement to be Contacted**

#### **(a) Your Consent to Receive Automated Calls/Texts.**

You acknowledge that by voluntarily providing your telephone number(s), you expressly agree to receive calls or text messages (which may include prerecorded voice messages, and/or auto-dialed calls) from Tasker and Affiliates, or from independent contractors (including Providers) related to promotions, your account, registration, on-boarding, upcoming or scheduled Tasks, changes and updates, service outages, follow ups to any push notifications delivered through our mobile application, any transaction with Tasker, and/or your relationship with Tasker. You acknowledge that automated calls or text messages may be made to your telephone number(s) even if your telephone number(s) is registered on any state or federal Do Not Call list. You agree that Tasker may obtain, and you expressly agree to be contacted at, any email addresses, mailing addresses, or phone numbers provided by you at any time or obtained through other lawful means, such as skip tracing, caller ID capture, or other means. You agree to receive automated calls and text messages from Tasker and Affiliates, or from independent contractors (including Providers) even if you cancel your account or terminate your relationship with Tasker, except if you opt-out. You understand that you do not have to agree to receive automated promotional calls/texts as a condition of purchasing any goods or services. Message frequency varies. Carriers are not liable for delayed or undelivered messages. To opt-out, please see the Opt-Out Instructions below.

#### **(b) Opt-Out Instructions.**

Your consent to receive automated calls and texts is completely voluntary. You may opt-out at any time. To opt-out of text messages , text STOP to any text message you receive or email [texts@Tasker.com.mx](mailto:texts@Tasker.com.mx) and specify that you want to opt out of text messages. You may also text HELP for help. You acknowledge and agree to accept a final text message confirming your opt-out. To opt-out of automated voice calls (not text messages), you must provide Tasker with written notice to [texts@Tasker.com.mx](mailto:texts@Tasker.com.mx) evoking your consent to receiving automated calls; in that written notice, you must include your full name, mailing address, account number, and the specific phone number(s) for which you wish to stop automated calls. It is your sole responsibility to notify Tasker if you no longer want to receive automated calls or text messages. You waive any rights to bring claims for unauthorized or undesired calls or text messages by failing to opt-out immediately or by failing to follow these instructions. Please allow up to thirty (30) days to process any opt-out request. Please note that if you opt out of automated calls or text messages, we reserve the right to make non-automated calls to you.

#### **(c) Fees and Charges.**

There is no fee to receive automated telephone calls or text messages from Tasker, our agents, affiliates, and independent contractors (including Providers). However, you may incur a charge for these calls or text messages from your telephone carrier, which is your sole responsibility. Check your telephone plan

and contact your carrier for details. You represent and warrant that you are authorized to incur such charges and acknowledge that Tasker and its agents, affiliates, and independent contractors (including Providers) are not responsible for such charges.

**(d) Unauthorized Use of Your Telephone Device.**

You must notify Tasker immediately of any breach of security or unauthorized use of your telephone device. Although Tasker and Affiliates, and independent contractors (including Providers) will not be liable for losses caused by any unauthorized use of your telephone device, you may be liable for our losses due to such unauthorized use.

**(e) Your Indemnification to Tasker.**

You agree to indemnify Tasker and Affiliates, and independent contractors (including Providers) for any privacy, tort or other claims, including claims under the Federal Telephone Consumer Protection Act or its state law equivalent, relating to your voluntary provision of a telephone number that is not owned by you and/or your failure to notify Tasker of any changes in your contact information, including telephone number. You agree to indemnify, defend and hold Tasker and Affiliates harmless from and against any and all such claims, losses, liability, costs and expenses (including reasonable attorneys' fees). Tasker shall have the exclusive right to choose counsel, at your expense, to defend any such claims.

**(f) General.**

You are responsible for obtaining and maintaining all telephone devices and other equipment and software, and all internet service provider, mobile service, and other services needed to receive calls and text messages. Text messaging may only be available with select carriers with compatible handsets. Your obligations under this Section 28A will survive termination of these Terms of Service.

### **III. Worker Classification and Withholdings**

Tasker does not employ Providers. Tasker is not responsible for and will not be liable for workers' compensation or any tax payments or withholding, including but not limited to unemployment or employment insurance, social security, disability insurance or any other applicable federal or state withholdings in connection with a User's use of the Tasker Platform. Each User assumes all liability for proper classification of such User's workers based on applicable legal guidelines.

### **IV. Media and User Generated Content**

To the extent permitted by law, you hereby grant Tasker a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully-paid, unrestricted, sublicensable (through multiple tiers), transferable right to exercise all copyrights, publicity rights, and any other rights you have in (1) your User Generated Content and (2) any videotape, film, recording, photograph, voice, or any instrumental, musical, or other sound effects you provide to Tasker (collectively, "Media" ) in exchange for use of the Tasker Platform, in any media now known or not currently known in order to market, operate, and improve upon the Tasker Platform, including but not limited to the right to the following:

- Use, view, copy, adapt, modify, distribute, license, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Media or User Generated Content;

- Exhibit, distribute, display, transmit, and broadcast on any and all media (including, without limitation, the internet), any Media or User Generated Content (or portion thereof) or any videotape, film, recording, or photograph (or portion thereof) that such User provides to Tasker or that Tasker takes of User, and use, reproduce, modify, or creative derivatives of such User Generated Content or Media, including such User's picture, silhouette and other reproductions of their physical likeness (as the same may appear in any still camera photograph and/or motion picture film or video) (collectively the "Physical Likeness") in any format and through any distribution channels;
- Reproduce in any and all media any recordings of such User's voice, and any related instrumental, musical, or other sound effects (collectively, the "Voice"), made in connection with the Tasker Platform or any Tasker promotional campaigns;
- Use, and permit to be used, such User's User Generated Content, Media, Physical Likeness and Voice in the advertising, marketing, and/or publicizing of the Tasker Platform in any media, in any format and through any distribution channels; and
- Use, and permit to be used, such User's name and identity in connection with the Tasker Platform or any Tasker promotional campaigns.

Further, you hereby waive any and all moral rights in connection with the Media (to the extent allowable by law in the country where the Task is performed). Each User warrants and represents that they have the lawful authority to grant the rights set out above, and that such rights do not negatively impact any third party rights.

Each User acknowledges that Tasker shall not owe any financial or other remuneration for using the User Generated Content, Media, Physical Likeness, or Voice provided hereunder by such User, either for initial or subsequent transmission or playback.

Each User hereby waives all rights and releases Tasker and Affiliates from, and shall hold harmless against any such parties for, any claim or cause of action, whether now known or unknown, including without limitation, for defamation, malicious falsehood, invasion of right to privacy, data protection, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of such User's identity, User Generated Content, Physical Likeness, Media, or Voice in connection with the Tasker Platform.

## **V. Background Checks**

If a Tasker, you agree to promptly disclose to Tasker in writing if you have any potentially relevant criminal convictions (other than minor fixed penalty parking or speeding offenses), that arise during your use of the Tasker Platform.

## **VI. Gift Cards**

You agree that you will comply with all Gift Card terms and conditions. In certain U.S. states, after a period of time, Tasker may remit the cash associated with unused Gift Card balances to the state pursuant to that state's abandoned property laws. Once Tasker has remitted such cash to a state, the Gift Card may no longer be redeemed and Tasker may direct the Gift Card holder to that state's government instead. Gift Cards have no cash value and are not redeemable for cash.

Simply contact Tasker at [help@tasker.com.mx](mailto:help@tasker.com.mx) and provide (a) the email associated with your account (b) the gift card coupon code and (c) the amount remaining in your gift card balance. Upon verification of your account and confirmation that your Gift Card balance qualifies you for redemption, Tasker will pay out the remaining balance.

## **VII. Sales Tax Collection and Remittance**

In jurisdictions where Tasker facilitates the collection and/or remittance of sales tax on behalf of Providers, you instruct and authorize Tasker to collect taxes on your behalf, and/or to remit such Taxes to the relevant tax authority. You acknowledge and agree that we retain the right to cease the collection and remittance of sales taxes in a particular jurisdiction as permitted by law. You should consult with your own tax advisor to ensure your compliance with all applicable tax reporting requirements.

## **VIII. Release**

TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542, WHICH READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

If you are not a California resident, you waive your rights under any statute, regulation, or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

Further, in consideration of the services provided by Tasker, you hereby release Tasker from any and all claims, causes of action, lawsuits, injuries, damages, losses, liabilities or other harms resulting from or relating to telephone calls or text messages, including without limitation any claims, causes of action, or lawsuits based on any alleged violations of the law (including, without limitation, the Telephone Consumer Protection Act, Truth in Caller ID Act, Telemarketing Sales Rule, Fair Debt Collection Practices Act, or any similar state and local acts or statutes, and any federal or state tort or consumer protection laws).

Tasker and Affiliates cannot and do not guarantee that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others.

## **IX. Governing Law**

Except as expressly provided otherwise, this Agreement and your use of the Tasker Platform will be governed by, and will be construed under, the laws of the State of California, without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret this Agreement and is not intended to create any substantive right to non-Californians to assert claims under California law whether by statute, common law, or otherwise.

## **B. Residents of Canada.**

### **I. Dispute Resolution – Arbitration & Class Action Waiver**

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND TASKER CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTIONS, REQUIRE YOU AND TASKER TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT AND YOU ACCEPT ALL OF ITS TERMS.

#### **(a) Agreement to Binding Arbitration**

Except where prohibited by law, any controversy, claim or dispute arising out of, relating to, or in respect of these Terms, including their negotiation, validity, existence, breach, termination, construction or application, or the rights, duties or obligations of any party, or the rights, duties or obligations of any party derived from or associated with these Terms (a “Dispute” ), shall be referred to and determined by a single arbitrator in a final and binding arbitration administered under the rules of ADR Institute of Canada, Inc.’s Arbitration Rules, a current copy of which are available [here](#) (the “ ADR Rules ”). In accepting these Terms of Service, you acknowledge receipt of and a reasonable opportunity to review the ADR Rules. Under the ADR Rules, there is a fee associated with filing for arbitration in respect of a Dispute; applicable filing fees will be as set out in the ADR Rules. By way of example, as of August 2020, the filing fee under the ADR Rules is \$350 + taxes (for Disputes involving between \$0-\$10,000); and \$600 + taxes (for Disputes involving between \$10,000-\$75,000).

If the parties have not agreed upon an arbitrator within 14 days, unless otherwise agreed by the parties in writing, the parties shall ask the ADR Institute of Canada, Inc. to appoint a single arbitrator. For greater certainty, neither Providers nor Requesters shall commence or participate in a class proceeding or other aggregate action in respect of any Dispute, except and to the extent that provincial consumer protection legislation expressly preserves such an entitlement in the context of the particular Dispute.

The seat of the arbitration shall be the same as the province in which the Tasker performs the majority of the Task services and the applicable arbitration legislation in the seat shall apply to the Dispute. The arbitration shall be heard in the capital of the seat, unless the parties agree otherwise. The costs and expenses of the arbitrator shall be shared equally between the parties. A party to the arbitration has no right of appeal from any award of the Arbitrator, whether characterized as final, interim, interlocutory or partial.

All Disputes referred to arbitration (including the scope of the agreement to arbitrate, the law relating to the enforcement of the agreement to arbitrate, any relevant limitation periods, the law governing the procedure of the arbitration, the law relating to available remedies, set-off claims and conflict of laws rules) shall be governed by the law of the seat. Each party hereby irrevocably consents to venue in the capital of the seat, and to the jurisdiction of competent courts in the capital of the seat for all litigation that may be brought; however it is agreed and acknowledged that the intention of the parties is to arbitrate the Dispute without recourse to the courts. The arbitration be conducted in English, except in

Quebec, where the arbitration shall be conducted in either English or French at the election of the Tasker.

A party to this Agreement may take such steps as are permitted or required to enforce an award made by an Arbitrator. Except as required by law, and only to the extent that such disclosure is reasonably necessary, or for the purposes of obtaining professional advice, the existence of the arbitration and any element of the arbitration, including any award, shall be confidential and shall not be disclosed to any non-party to the arbitration. No document or other evidence or information prepared for or produced by or on behalf of any party to the arbitration shall be disclosed to any non-party to the arbitration.

Notwithstanding anything to the contrary in this Section, nothing in this Section prevents a Tasker from making a report to or filing a claim, application or charge with the applicable governmental or administrative agency or tribunal, including, as applicable, the applicable Ministry of Labour, human rights commission or tribunal, and labour relations board, (cumulatively, “administrative agencies”) if the terms of applicable legislation entitles you to do so and precludes exclusive pre-dispute recourse to arbitration. For the avoidance of any doubt, administrative agencies do not include provincial or federal courts.

## **II. Telephone Communications and Agreement to be Contacted**

By providing your mobile phone number and using the Tasker Platform, you hereby affirmatively consent to use of your mobile phone number for calls and recurring text messages, (including with an autodialer and/or prerecorded voice) by Tasker and Affiliates, or from independent contractors (including Providers) in order to (a) perform and improve upon the Tasker Platform, (b) facilitate the carrying out of Tasks through the Tasker Platform, and (c) provide you with information and reminders regarding your registration, orientation, upcoming Tasks, product alterations, changes and updates, service outages or alterations. These calls and texts may include, among other things, reminders about uncompleted or upcoming Tasks and/or in follow up to any push notifications delivered through our mobile application. Message frequency varies. Carriers are not liable for delayed or undelivered messages. Tasker will not assess any charges for calls or texts, but standard message, data or other charges from your wireless carrier may apply. You may opt-out of receiving text messages from Tasker by modifying your account settings on the Sites or Apps, texting “STOP” in response to any texts, or by emailing [texts@Tasker.com.m](mailto:texts@Tasker.com.m) and specifying you want to opt-out of texts. You may opt-out of receiving calls from Tasker by stating that you no longer wish to receive calls during any call with us, or by emailing [texts@Tasker.com.m](mailto:texts@Tasker.com.m) and specifying you want to opt-out of calls. You understand that we may send you a text confirming any opt-out by you.

## **III. Worker Classification and Withholdings**

Tasker does not employ Providers. Tasker is not responsible for and will not be liable for workers’ compensation or any tax payments or withholding, including but not limited to applicable sales taxes, HST/QST/GST/PST, unemployment or employment insurance, Canada Pension Plan, social security, disability insurance or any other applicable federal or provincial withholdings in connection with a User’s use of the Tasker Platform. Each User assumes all liability for proper classification of such User’s workers based on applicable legal guidelines.



#### **IV. Media and User Generated Content**

To the extent permitted by law, you hereby grant Tasker a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully-paid, unrestricted, sublicensable (through multiple tiers), transferable right to exercise all copyrights, publicity rights, and any other rights you have in (1) your User Generated Content and (2) any videotape, film, recording, photograph, voice, or any instrumental, musical, or other sound effects you provide to Tasker (collectively, “Media” ) in exchange for use of the Tasker Platform, in any media now known or not currently known in order to market, operate, and improve upon the Tasker Platform, including but not limited to the right to the following:

- Use, view, copy, adapt, modify, distribute, license, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Media or User Generated Content;
- Exhibit, distribute, display, transmit, and broadcast on any and all media (including, without limitation, the internet), any Media or User Generated Content (or portion thereof) or any videotape, film, recording, or photograph (or portion thereof) that such User provides to Tasker or that Tasker takes of User, and use, reproduce, modify, or creative derivatives of such User Generated Content or Media, including such User’s picture, silhouette and other reproductions of their physical likeness (as the same may appear in any still camera photograph and/or motion picture film or video) (collectively the “Physical Likeness”) in any format and through any distribution channels;
- Reproduce in any and all media any recordings of such User’s voice, and any related instrumental, musical, or other sound effects (collectively, the “Voice”), made in connection with the Tasker Platform or any Tasker promotional campaigns;
- Use, and permit to be used, such User’s Media, Physical Likeness and Voice in the advertising, marketing, and/or publicizing of the Tasker Platform in any media, in any format and through any distribution channels; and
- Use, and permit to be used, such User’s name and identity in connection with the Tasker Platform or any Tasker promotional campaigns.

Further, you hereby waive any and all moral rights in connection with the Media (to the extent allowable by law). Each User warrants and represents that they have the lawful authority to grant the rights set out above, and that such rights do not negatively impact any third party rights.

Each User acknowledges that Tasker shall not owe any financial or other remuneration for using the Media, Physical Likeness, or Voice provided hereunder by such User, either for initial or subsequent transmission or playback.

Each User hereby waives all rights and releases Tasker and Affiliates from, and shall hold harmless against any such parties for, any claim or cause of action, whether now known or unknown, including without limitation, for defamation, malicious falsehood, invasion of right to privacy, data protection, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of such User’s identity, Physical Likeness, Media, or Voice in connection with the Tasker Platform.

## **V. Background Checks**

If a Tasker, you will promptly disclose to Tasker in writing if you have any potentially relevant criminal convictions (other than minor fixed penalty parking or speeding offenses) that arise during your use of the Tasker Platform.

## **VI. Governing Law**

Except as expressly provided otherwise, this Agreement and your use of the Tasker Platform will be governed by, and will be construed under, the laws of the Province of Ontario, without regard to choice of law principles. This choice of law provision is only intended to specify the use of Ontario law to interpret this Agreement and is not intended to create any substantive right to non-residents of Ontario to assert claims under Ontario law whether by statute, common law, or otherwise.

## **C. Mexico.**

### **I. Telephone Communications and Agreement to be Contacted**

By providing your mobile phone number and using the Tasker Platform, you hereby affirmatively consent to use of your mobile phone number for calls and recurring text messages, (including with an autodialer and/or prerecorded voice) by Tasker and Affiliates, or from independent contractors (including Providers) in order to (a) perform and improve upon the Tasker Platform, (b) facilitate the carrying out of Tasks through the Tasker Platform, and (c) provide you with information and reminders regarding your registration, orientation, upcoming Tasks, product alterations, changes and updates, service outages or alterations. These calls and texts may include, among other things, reminders about uncompleted or upcoming Tasks and/or in follow up to any push notifications delivered through our mobile application. Message frequency varies. Carriers are not liable for delayed or undelivered messages. Tasker will not assess any charges for calls or texts, but standard message, data or other charges from your wireless carrier may apply. You may opt-out of receiving text messages from Tasker by modifying your account settings on the Sites or Apps, texting “STOP” in response to any texts, or by emailing [texts@Tasker.com.mx](mailto:texts@Tasker.com.mx) and specifying you want to opt-out of texts. You may opt-out of receiving calls from Tasker by stating that you no longer wish to receive calls during any call with us, or by emailing [texts@Tasker.com.m](mailto:texts@Tasker.com.m) and specifying you want to opt-out of calls. You understand that we may send you a text confirming any opt-out by you.

### **II. Worker Classification and Withholdings**

Tasker does not employ Providers. Tasker is not responsible for and will not be liable for any tax payment or withholding, including but not limited to applicable VAT, National Insurance, employer’s liability, social security, PAYE or other payroll withholding tax in connection with a User’s use of the Tasker Platform. The Tasker assumes full and sole responsibility for all required and applicable income tax and National Insurance Contributions withholdings as to the Tasker and all persons engaged by the Tasker in the performance of the Task Services. Each User assumes all liability for proper classification of such User’s workers based on applicable legal guidelines.

### **III. Media and User Generated Content**

To the extent permitted by law, you hereby grant Tasker a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully-paid, unrestricted, sublicensable (through multiple tiers), transferable

right to exercise all copyrights, publicity rights, and any other rights you have in (1) your User Generated Content and (2) any videotape, film, recording, photograph, voice, or any instrumental, musical, or other sound effects you provide to Tasker (collectively, “Media” ) in exchange for use of the Tasker Platform, in any media now known or not currently known in order to market, operate, and improve upon the Tasker Platform, including but not limited to the right to the following:

- Use, view, copy, adapt, modify, distribute, license, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Media or User Generated Content;
- Exhibit, distribute, display, transmit, and broadcast on any and all media (including, without limitation, the internet), any Media or User Generated Content (or portion thereof) or any videotape, film, recording, or photograph (or portion thereof) that such User provides to Tasker or that Tasker takes of User, and use, reproduce, modify, or creative derivatives of such User Generated Content or Media, including such User’s picture, silhouette and other reproductions of their physical likeness (as the same may appear in any still camera photograph and/or motion picture film or video) (collectively the “Physical Likeness”) in any format and through any distribution channels;
- Reproduce in any and all media any recordings of such User’s voice, and any related instrumental, musical, or other sound effects (collectively, the “Voice”), made in connection with the Tasker Platform or any Tasker promotional campaigns;
- Use, and permit to be used, such User’s Media, Physical Likeness and Voice in the advertising, marketing, and/or publicizing of the Tasker Platform in any media, in any format and through any distribution channels; and
- Use, and permit to be used, such User’s name, and identity in connection with the Tasker Platform or any Tasker promotional campaigns.

Further, you hereby waive any and all moral rights in connection with the Media (to the extent allowable by law). Each User warrants and represents that they have the lawful authority to grant the rights set out above, and that such rights do not negatively impact any third party rights.

Each User acknowledges that Tasker shall not owe any financial or other remuneration for using the Media, Physical Likeness, or Voice provided hereunder by such User, either for initial or subsequent transmission or playback.

Each User hereby waives all rights and releases Tasker and Affiliates from, and shall hold harmless against any such parties for, any claim or cause of action, whether now known or unknown, including without limitation, for defamation, malicious falsehood, invasion of right to privacy, data protection, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of such User’s identity, Physical Likeness, Media, or Voice in connection with the Tasker Platform.

Tasker and Affiliates cannot and do not guarantee that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others.

#### **IV. Background Checks**

You will promptly disclose to Tasker in writing if you have any potentially relevant unspent convictions or cautions (other than minor fixed penalty parking or speeding offenses), that arise during your use of the Tasker Platform.

#### **V. Exclusion of Liability**

Regardless of any other provision in this Agreement, nothing in these Terms of Service excludes or limits liability for: (i) death or personal injury caused by Tasker's negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that, by law, may not be limited or excluded.

#### **VI. No Rights of Third Parties**

The provisions of this Agreement are for the sole benefit of the Parties and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third party beneficiary rights). No terms are enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement, provided, however, that a Client's Agent may act in the name of and on behalf of his/her Client.

#### **VII. Invoicing Obligations for Providers**

As a Tasker rendering services in the MX., you may have the obligation under the Commercial Code and the Tax Code to issue invoices or receipts to your Requesters. Any invoices or receipts have to comply with specific requirements. Tasker is not responsible for issuing these invoices or receipts on your behalf. By accepting these Terms of Service, you acknowledge that Tasker will not issue invoices or receipts on your behalf.

A Provider rendering services in the MX. may be required to issue invoices to its Requesters. The Provider shall be responsible at all times, and fully liable regarding, (i) its invoicing obligations, in particular as regards the content of the invoice and its mandatory details and (ii) the VAT consequences deriving from that. More generally, the Provider shall be responsible for filing his/her VAT returns and paying VAT relating to the Tasks performed by the Tasker for the benefit of the Requester.

Tasker shall not be held responsible for any breach of the Provider's tax obligations, it being specified that Tasker shall not be held jointly and severally liable for VAT, interest on overdue VAT, or for any penalties or fines that would be owed by the Provider.

#### **VIII. Governing Law**

This Agreement and your use of the Tasker Platform shall be governed by Mexican law, and any dispute regarding this Agreement or the use of the Tasker Platform will only be dealt with by the Mexican courts. Nothing shall prevent Tasker from bringing proceedings to protect our intellectual property rights before any competent court.

## **29. Acknowledgement and Consent**

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE, AS WELL AS THE PRIVACY POLICY AND HAPPINESS PLEDGE, AND

AGREE THAT MY USE OF THE TASKER PLATFORM IS AN ACKNOWLEDGMENT OF MY  
AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.