

## **OnTask Terms of Use – Service Providers**

**Effective date: - 1st April 2015 – 31<sup>st</sup> August 2015**

Welcome to OnTask! A Web and Mobile based platform ("**App/Website**" or "**OnTask**") owned and operated by "**ONTASK TECHNOLOGIES PRIVATE LIMITED**" ("**OnTask**"), a company incorporated under the laws of India whose registered office is at Level 9, Regus, PLATINA, C-59, G Block, BKC, Bandra Kurla Complex, Mumbai – 400 051, offering consumer services that gives our OnTask users (collectively, "Members", "Users, "Customers") access to the best skilled Service Providers/professionals in various lines of work and commerce (hereinafter referred as "Service Providers" or "Service Pros" or "Pros" or "You") in a fair, transparent and efficient manner.. OnTask is a Trademark and a product of OnTask. Please read carefully the following Terms of Use, which may be updated by OnTask from time to time without notice to you (the Terms of Use, as modified from time to time, the "Terms"). The most current version of the Terms can be accessed at any time at OnTask mobile based application ("**App**") or at the website of OnTask ([www.ontask.in](http://www.ontask.in))

### **1. Acknowledgment and Acceptance**

1.1 Your Unconditional Acceptance. This App and OnTask's services are offered to you for use only in India and are conditioned upon your unconditional acceptance, without any modification or amendment of the following terms, conditions, and notices contained in this OnTask's Terms of Service ("Agreement"). Please read this Agreement carefully. It is clarified that regardless of whether you register with the App, your use of the App and any related services constitutes your agreement to all Terms. You agree and understand that certain features of the App may be subject to additional terms and conditions or registration requirements. You agree to abide by these additional terms, and you further agree that any violation of those terms while you are accessing the App shall constitute a breach of this Agreement. Additionally, OnTask may provide certain terms and guidelines that govern a particular feature, offers or rules and policies applicable for service which will be provided to the User. The Users shall ensure compliance with such rules and policies. This Agreement also includes OnTask's Privacy Policy and any notices regarding the App. If the User does not agree with any such part of the Terms, the User must refrain from using the App.

1.2 Amendments. You acknowledge and agree that OnTask may amend this Agreement at any time by posting a revised version of this Agreement on the App or by notifying its members directly in OnTask sole discretion. Your continued use of the App after any changes are made to this Agreement, shall constitute your consent to such changes. OnTask does not and will not assume any obligation to notify its Members of any changes to this Agreement or creation and modification of any additional terms in this agreement. Users will be responsible for keeping themselves abreast of the Terms of the Agreement.

### **2. Use and Age Restrictions**

Use of the App is permitted only for individuals who can form legally binding contracts under the applicable Law. Without limiting the generality of the foregoing, use of the App is not permitted to anyone below the age of 18. If you do not qualify, please do not use the App. By using the App, you agree and represent that you are legally eligible to enter into this Agreement.

### **3. Referral Services**

3.1 Request for Service Provider: Upon registration with OnTask, a Consumer may submit through the Website a request for Service Provider to contact the Consumer ("Service Provider Request") concerning desired services or work. Service Provider must create an OnTask account before submitting a quote to the Customer's request. To submit a valid Service Provider Request, Consumers must provide required information (e.g., what services the Consumer wants, the type of services/work, and the Consumer's zip code). Upon receipt of a Pro Request, OnTask selects qualified Pros, from its database, and provides information concerning the Pros' Skills Profiles (defined below) to the Consumer. The Consumer may select two or more Service Providers to receive quotes for a particular task. Service Provider shall send their quotes and interact with the consumer via the inbuilt chat feature on the platform to understand the task in detail. When a Service Provider contacts a Consumer, the Service Provider represents himself for a task and is not a representative or agent of OnTask India or their affiliates. OnTask does not and cannot guarantee that there will be Service Providers who are capable of or willing to complete the requested services at the time and place requested or that Consumer will receive calls from all selected Service Provider(s). All Service Provider Requests must be lawful and not in violation of any city ordinance, state, local or federal law.

3.2 Agreement with Service Provider: When a Service Provider contacts a Consumer, the Service Provider is acting as a professional and not as a representative or agent of OnTask, India their affiliates. If Consumer agrees to use the Service Provider's services after submitting a Service Provider Request, Consumer and Service Provider enter a binding legal agreement for the Service Provider to perform services and the Consumer to pay the Service Provider for the services rendered. Any agreement entered between the Consumer and Service Provider is sole between the Consumer and Service Provider, and OnTask is not a party to such agreement. OnTask is not and will not be party or third party beneficiaries to any agreements entered into by and between Consumer and Service Provider. Accordingly, please consider carefully before your agree to a Service Provider's offered services.

3.3 Intellectual Property. By posting a Service Provider Request, you represent that the service provided do not infringe on the intellectual property of any third party, including, but not limited to, the work product of a design professional or unauthorized reproduction of any other consultant, material supplier, or manufacturer. Your description of the request and services sought must be truthful and accurate. Any Service Provider Request posted on the Website: (a) shall not be fraudulent; (b) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) shall not be defamatory, trade libellous, unlawfully threatening or unlawfully harassing; (d) shall not be obscene or contain child pornography; and (e) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

3.4 No Insurance: OnTask does not and will not carry any insurance for its Members, with respect to the tasks availed or otherwise and it will be the responsibility of the Member to carry and maintain the necessary insurance.

#### **4. Service Provider**

4.1 Service Provider Skill Profile. OnTask requires Service Provider to post a profile ("Skill Profile") on the Website. OnTask does not review or verify the information or representations set forth in those Skill Profiles, as they are self-reported by the Pros. Although OnTask may take certain steps to examine the credentials of Service Provider,

OnTask makes no guarantees, promises, warranties or representations of any kind regarding the skills or representations of such Service Provider if you elect to retain their services.

4.2 Background Checks. Mandatory, comprehensive background checks are performed on the Service Providers named during the registration process with OnTask before joining OnTask's Service Provider network and periodically thereafter. Background checks on the principal/owner of the Pro business reflect that individual's background at the time of the search. Accordingly, OnTask does not and cannot warrant that the background check is up-to-date or current. Further, background checks are not applicable to any Service Provider employees or workers except the principal/owner of the Service Provider business named by the Pro during registration.

4.3 Licensing. Service Provider are requested to post licensing information in their Skill Profiles. Different jurisdictions may require state and/or local (county or municipal) level licensing for certain services, work, and/or project amounts. Consumers are responsible for determining which licenses if any, are required for their requested services. Before you proceed with a project, you should confirm all licensing requirements with your state and local authorities and your selected Service Provider. OnTask always recommends that you ask the Service Provider to provide you with a copy of their license(s).

4.4 Insurance and Bonding. Service Provider may post information and documents concerning insurance policies and/or bonds covering their operations. While OnTask does not verify this information, Pros are required to warrant that the information they submit is complete, accurate and current. Before you proceed with a project, you should confirm the Service Provider existing insurance coverage and limits.

4.5 Relationship between OnTask and Service Provider. OnTask and Service Provider are separate entities and the employee of one of those entities is not an employee of another entity. OnTask is not an agent of Service Provider and vice versa. OnTask and its affiliated companies provide only a referral service to Pro. In no event will OnTask be considered a general contractor, construction manager, project manager, joint employer, joint venture, or partner of Service Provider or any of its affiliates or their respective personnel.

4.6 Consumer Verification. You should verify that the information presented by the Service Provider, including the information in the Service Provider Skill profile, is accurate. OnTask does not verify all information and documents provided by Pros and expressly disclaim any guarantees or warranties concerning such information. CONSUMERS SHOULD CONDUCT THEIR OWN INVESTIGATION OF SERVICE PROVIDER, TO INVESTIGATE AND TO DETERMINE, AMONG OTHER THINGS, WHETHER SERVICE PROVIDERS ARE APPROPRIATELY LICENSED FOR THE REQUESTED SERVICES, FREE OF SIGNIFICANT STATE-LEVEL CIVIL LEGAL JUDGMENTS, AND CARRY APPROPRIATE INSURANCE OR BONDING AT APPROPRIATE LIMITS. OnTask DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION RECEIVED BY CONSUMER FROM STATE, PROVINCIAL OR OTHER GOVERNMENT AGENCIES OR FROM THIRD PARTY SOURCES IS ACCURATE, ERROR FREE, OR THAT IT IS UP TO DATE OR UPDATED AT THE TIME THAT CONSUMER CHECKS SUCH INFORMATION. MOST AGENCIES HAVE PERIODIC UPDATE CYCLES OR SCHEDULES AND THIS INFORMATION IS NOT UPDATED ON A REAL-TIME BASIS BY SUCH AGENCIES AND THIRD PARTY SOURCES.

4.7 No Warranty or Endorsement of Service Provider's Services. OnTask does not endorse or recommend the services of any particular Service Provider. The decision to enter into an

agreement for work belongs entirely to the Consumer. OnTask does not warrant the Service Provider's performance on the job or the quality of goods, materials, equipment or services furnished by Service Provider. OnTask does not contract for or perform and is not responsible for, any of the services requested by the consumer in the Service Provider request. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. ONTASK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF ANY SERVICE PROVIDER OR THE SERVICE PROVIDER'S ABILITY TO PROVIDE A SERVICE COMPLIANT WITH THE CONSUMER'S SERVICE REQUEST. YOU EXPRESSLY ACKNOWLEDGE THAT ONTASK MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE QUALITY OF SERVICES RENDERED BY ANY SERVICE PROVIDER.

4.8 Actions for violating any of the rules for Service Providers: Without prejudice to all actions available under the applicable laws, if a Service Provider breaches any of the above-referenced rules in connection with his or her offering services, OnTask, in its sole discretion, shall take any of the following actions: (a) cancel the Posting; (b) limit the Service Provider's Account privileges; (c) suspend the Service Provider's Account; d) Any other action that would protect the interest of OnTask.

## **5. Payments to Service Provider**

- The Service Payment must be paid through the ontask.in Web Service. Any Service Payments paid in cash outside of the ontask.in Web Service are NOT subject to refunds.
- All payments to ontask.in shall be made by way of Credit Card/ Debit Card/Mobile Wallets/Net Banking.
- The charges mentioned on the site are for services only and doesn't include cost for replacements/parts or spare parts/warranties/guarantees/ consumables and other supplies including gas filling/refilling/recharging/refuelling, if required and hence OnTask will not entertain any disputes arising in this matter.
- Any reimbursement expenses that are incurred by an OnTask service provider in connection with the completion of a Service shall be paid through the ontask.in Web Service.
- OnTask consumers are obligated to pay for the services of the Service unless specifically notified otherwise. OnTask consumers can also pay at the end of a completed Service transaction. Payment to Service Providers will be credited within 5 (five) calendar days of the member availing of the Service by unless specifically notified otherwise.
- For all purchases and payments for reimbursement costs, fees or expenses associated with a task/service, OnTask will charge according to the amount agreed upon between you and OnTask for the use of the services, and you hereby authorize us to charge for such amounts. OnTask retains the right, in its sole discretion, to place a hold on any payment for a completed Service transaction.
- The service provider will incur no cancellation charges as long as the service seeker hasn't accepted the quotation submitted by the service provider for the task in question.
- A cancellation charge of INR 50/- is applicable in case the service provider cancels a task after a service seeker has accepted the quotation for the task in question.

- The quotation fee paid by the service provider to OnTask is non – refundable.
- No refunds or credits will be provided once the OnTask’s consumer’s credit card/debit card/Mobile Wallets/Net banking has been charged. At OnTask’s sole discretion, refunds or credits may be granted in extenuating circumstances, as a result of specific refund guarantee promotions, or to correct any errors made by OnTask.
- While OnTask will use commercially reasonable efforts to ensure the security of all credit card/other online modes of payment and all other personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third parties, and you agree to hold OnTask harmless for any damages that may result therefrom OnTask will use third party services to process credit card information.
- You will be liable for all transaction taxes on the services provided under this Agreement (other than taxes based on OnTask income)

**6. Disclaimers: NO WARRANTIES:** Services, activities, and any other services offered via the website are offered and provided by third parties and not by OnTask. Service Providers agree that attendance at or use of any such services, activities, or other services shall solely be at their own risk. In no event shall OnTask be liable for any injury, loss, claim, damage or any special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arises out of or is in any way connected to a Member’s availing any service or appointment made through the site, or the performance or non-performance of any provider in connection with the services. In addition, all Service Providers specifically understand and agree that any third party directing OnTask Members to the site by referral, link or any other means is not liable to the Member for any reason whatsoever, including but not limited to damages or loss associated with the use of the services, the site or any content on the site. OnTask is neither an agent of nor is connected with any provider with whom a Member has made a task reservation, other than as the providers of the services provided on the site. Without limiting anything herein, OnTask disclaims all warranties, whether statutory, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, related to any services offered via the App.

Unless otherwise expressly stated by OnTask, the App and any downloadable software, content, services, or applications made available in conjunction with or through the site are provided “as is” and “as available” without warranties of any kind either express or implied. To the fullest extent permissible pursuant to the applicable law, OnTask, its suppliers and partners disclaim all warranties, statutory, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.

Unless otherwise expressly stated by OnTask, its suppliers and partners do not warrant or make any express representations with respect to the following (i) that the site and any downloadable software, content, services, or applications made available in conjunction with or through the site will be uninterrupted or error-free, that defects will be corrected, or that the site and any downloadable software, content, services, or applications made available in conjunction with or through the site or the server that makes them available are free of viruses or other harmful components, or (ii) regarding the use of the site and any downloadable software, content, services, or applications made available in conjunction with or through the site in terms of correctness, accuracy, reliability, or otherwise. Service Providers understand and agree that they download or otherwise obtain material or data through the use of the site at their own discretion and risk and that they will be solely responsible for any damages to their computer system or loss of data that results from the download of such material or data.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

**7. Indemnification:** Service Providers agree to indemnify, defend and hold OnTask, its affiliated companies, its suppliers, employees, directors, officers and partners harmless from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by OnTask, its affiliated companies, employees, directors, officers, its suppliers and partners that may arise out of, result from, or may be payable, by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the Member pursuant to this Agreement and/ or the Terms. OnTask does not provide any indemnification to any Service Providers of OnTask.

**8. Waivers and Severability.** A provision of these Terms may be waived off only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of these Terms will in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of these Terms will not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms. If any provisions or part of this Agreement is determined to be invalid or unenforceable in whole or part, such invalidity or unenforceability shall attach only to those provisions or that part of the Agreement and the remaining part of such provisions of this Agreement shall continue to be in full force and effect.

**9. Limitation of Liability and Damages** Under no circumstances, including, but not limited to, negligence, will OnTask or its affiliates, contractors, employees, directors, officer, agents, or third-party partners or suppliers be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages arising from or related to the use of the App, including those that result from the use of or the inability to use the materials on the App, or any other interactions with OnTask, even if OnTask or an authorized representative of OnTask has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to Service Providers. In such cases, the liability of OnTask will be limited to the fullest extent permitted by applicable law.

In no event will OnTask or its affiliates, contractors, employees, agents, officer, directors or third-party partners or suppliers have any liability on Service Providers for damages, losses, and causes of action arising out of or relating to these terms or from the use of the OnTask application (whether in contract, tort including negligence, warranty, or otherwise).

## **10. Content on App**

10.1 Proprietary Rights. This App and the material within it, with the exception of User Content as defined below, are sole and exclusive rights of "ONTASK TECHNOLOGIES PRIVATE LIMITED". Viewing this App creates a copy of OnTask materials in your computer's random access memory and/or your hard drive and/or in your proxy server. The App contains the copyrighted material, trademarks, service marks, logos and other proprietary information (the "Intellectual Property") of "ONTASK TECHNOLOGIES PRIVATE LIMITED" or third parties. Nothing on this App should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Intellectual Property displayed on the App, without expressly obtaining prior written permission of the owner of such Intellectual Property. Other product and company names mentioned in this App may be the Intellectual Property of their respective owners.

10.2 Copyright Policy Service Providers shall not post, copy, modify, publish, transmit, distribute, perform, display, sell or reproduce in any way any Intellectual Property without expressly obtaining the prior written consent of the owner of such Intellectual Property. OnTask can remove any content Service Providers post on the App if it violates this

statement. If you believe that your work has been copied and posted on the App in a way that constitutes infringement, please provide our Copyright Agent with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the interest; a description of the work that you claim has been infringed; a description of where the material that you claim is infringing is located on the App; your address, telephone number, and email address; a written statement by you that you have reason to believe that the disputed use is not authorized by the owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner or authorized to act on the owner's behalf. For notice of claims of infringement, all communication to the Copyright Agent can be sent via email at [contact@ontask.in](mailto:contact@ontask.in) addressed to ONTASK LEGAL SERVICES DESK, ONTASK TECHNOLOGIES PRIVATE LIMITED.

**10.3 Content:** Service Providers may post information, reviews, comments, messages, photos, profiles; send emails, e-cards and other communication; and submit materials, suggestions, ideas, comments, questions, or other information (collectively "User Content"), so long as the User Content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You agree that all of the User Content and information posted on the App (including any ratings, reviews and/or any other User Content posted by you), is the sole and exclusive property of OnTask or of the party posting such content. OnTask reserves the right (but not the obligation) to remove, use, change or edit such User Content in its sole discretion.

**10.4 Reliance on Content, Etc:** Opinions, advice, statements, reviews, offers, or other information or User Content made available through the App, but not directly by OnTask, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such User Content. OnTask does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the App; or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the App. Under no circumstances will OnTask or its affiliates be responsible for any loss or damage resulting from your reliance on information or other content posted on the App or transmitted to or by any Service Providers.

**10.5 Documents and Information** Available on this App Permission to use documents (such as press releases, datasheets, content, informational items and FAQs) from the App is granted, provided that (1) the Copyright Policy above and this paragraph are included with such documents, (2) use of such documents from the App is for your information and non-commercial or personal use only and shall not be copied or posted on any network computer or broadcasted in any media, and (3) no modifications of any documents are made. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Documents specified above do not include the design or layout of the OnTask App or any other OnTask owned, operated, licensed or controlled site (the " OnTask App "). Elements of OnTask App are protected by trademark, unfair competition, and other applicable laws and shall not be copied or imitated in whole or in part. No logo, graphic, sound or image from any OnTask App may be copied or retransmitted unless expressly permitted by OnTask.

**10.6 Information You Provide to OnTask.** Upon using or registering for an account on the App, you will be prompted to disclose certain information about yourself and your Service requirements. Some of this information will be sent to Members, who will need this information to respond to you or to other persons or entities in connection with the App.

By providing this information to OnTask, or by submitting a request for booking a task, you are requesting and expressly give consent to have details of your request sent to Service Providers. You further give consent to OnTask's use and display of anonymous data records from information collected from your Booking request, including your first name and the type of task you requested in your city, on the App. OnTask shall also be allowed to use such data for analysis and generating reports for use by OnTask or any third Party. Further, user data may also be used to provide customized advertisements and other details to the Users. User consents to allow such data use and sharing by OnTask.

The User, by entering into this Agreement, expressly permits OnTask or any Service Provider to contact the User via telephone, email, message or any other mode of communication for the purposes of service needs of the User (including but not limited to sharing update, collecting feedback and providing information on tasks).

You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. In the event that you provide OnTask with any feedback regarding the OnTask service or the App, including without limitation, any flaws, errors, bugs, anomalies, problems with and/or suggestions for the service or the App ("Feedback"), you hereby assign to OnTask all rights in the Feedback, including but not limited to, the right to use such Feedback and related information in any manner we deem appropriate.

10.7 Content Posted by You on the App. You understand and agree that OnTask may review, modify, amend, edit, change and/or delete any User Content in its sole discretion. By posting User Content or allowing to post any other personal information to the App/Website, you automatically grant, and you represent and warrant that you have the right to grant, to OnTask, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, royalty-free, fully paid, fully sub-licensable, worldwide license to use, copy, perform, sell, rent, lease, display, reproduce, adapt, publish, translate, modify and distribute such information and User Content and to prepare derivative works of, or incorporate into other works, such information and User Content throughout the world in any media, and to grant and authorize sublicenses of the foregoing. You further represent and warrant that public posting and use of your User Content by OnTask shall not be construed as any infringement or violation of any rights of the User or third party. You grant OnTask and sublicensees the right to use the name that you submit in connection with such content if they choose. OnTask takes no responsibility and assumes no liability for any content posted by you, any User or a third party. OnTask shall not be held liable for any damages caused by such information to the User or the third party, OnTask.

You are solely responsible for the User Content that you post on the App or transmit to other Users. You will not post on the App, or transmit to other Users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not provide inaccurate, misleading or false information to OnTask or to any User. If the information provided to OnTask, or another user, subsequently becomes inaccurate, misleading or false, you will promptly notify OnTask of such change.

OnTask shall not be responsible for loss, destruction, damage, diversion of any User Content on the OnTask platform due to any cyber attack, data theft, Trojan attack, virus attack, regulatory intervention/tracking, force majeure event, other threats faced by OnTask which are not within its reasonable control OnTask. Without prejudice to any



other clause of this Agreement in case if the applicable laws require some information related to some Users to be disclosed to any regulatory of government authority then the same shall be disclosed to such regulatory authorities without any consent or notice to the user.

The following is a partial list (not completely exhaustive but only indicative) of the kind of User Content that is explicitly illegal or prohibited on the App. OnTask reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the App and terminating the membership of such violators. It includes but is not limited to, User Content that:

- is patently offensive to the online community, such as User Content that promotes racism, bigotry, hatred or physical harm of any kind against any religion, group or individual;
- harasses or advocates harassment of another person;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming";
- promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;
- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under the age of 18;
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes; and
- violates state and/or local Member protection laws.

Your use of the App, including but not limited to the User Content you post on the App, must be in accordance with any and all applicable laws and regulations. All information you include in your account information must be accurate, current and complete. OnTask reserves the right to investigate and terminate the membership of Users if they have misused the App, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal.

You acknowledge that a violation of the foregoing User Content provisions could result in significant damages, and you agree that you are liable to OnTask for any such damages. We reserve the right to revoke your access to the App/Website and services at any time. With the exception of information that is generally accessible to the public, all information about Service providers is confidential and for your personal use only. If it is determined or suspected by OnTask in its sole discretion that you are misusing or attempting to misuse or circumvent the OnTask services or system, or are using or attempting to use them for any inappropriate, non-personal, or commercial purposes, including but not limited to activities such as hacking, infiltrating, fraud, advertising, jamming or spamming, OnTask reserves the right, in its sole discretion, to immediately terminate your access without notice and to initiate without notice appropriate legal actions or proceedings to seek appropriate

remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies.

10.8 Modifications to App. OnTask reserves the right at any time to modify, amend, edit, change and/or discontinue, delete temporarily or permanently, the App (or any part thereof) with or without notice. You agree that OnTask shall not be liable to you or to any third party for any modification, amendment, edition, change discontinuance/ suspension of the App.

10.9 Blocking of IP Addresses. In order to protect the integrity of the App, OnTask reserves the right at any time in its sole discretion to block Users from certain IP addresses from accessing the App.

10.10 Privacy. Use of the App is also governed by our Privacy Policy.

10.11 Disclaimers. OnTask is not responsible for any false, incorrect or inaccurate content posted on the App or in connection with the App, whether caused by Users of the App, or by any of the equipment or programming associated with or utilized in the App. OnTask is not responsible for the conduct, whether online or offline, of any Member, Service Provider or other third-party users of the App. OnTask assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of User communications. OnTask is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any App or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the App. Under no circumstances will OnTask or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the OnTask App, any content posted on the App or transmitted to Users, or any interactions between Users of the App, whether online or offline. The OnTask App are provided "AS-IS" and OnTask expressly disclaims any warranty of fitness for a particular purpose or non-infringement. OnTask cannot guarantee and does not promise any specific results from use of the OnTask App.

In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be posted on the App is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. OnTask makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the App. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

10.12 Links. The App and/ or third parties may provide links to other World Wide Web sites or resources, including, by way of example, the placement of a widget or live feed from a customer ratings App because OnTask has no control over such sites and resources, you acknowledge and agree that OnTask is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that OnTask shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in

connection with the use of, or reliance upon, any such content, goods or services available on or through any such site or resource.

**11. Termination of Account:** This Agreement will remain in full force and effect while you use the App and/or are a User of OnTask. You may terminate your account at any time, for any reason. To cancel an account, please send an email notice of termination to [contact@ontask.in](mailto:contact@ontask.in). If you terminate your account, your account will be disabled within 14 days. OnTask may terminate your account or this Agreement at any time, with or without cause, by sending notice to you at the email address you provide in your account registration, or such other email address as you may later provide to OnTask. All decisions regarding the termination of accounts shall be made in the sole discretion of OnTask. OnTask is not required to provide you notice prior to terminating your account. OnTask is not required, and may be prohibited, from disclosing a reason for the termination of your account. Even after your account is terminated, this Agreement will remain in effect.

**12. OnTask Member Care Representative:** OnTask may provide assistance and guidance through member care representatives. When communicating with our member care representatives, you shall not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive or otherwise behave inappropriately. If we feel that your behavior toward any of our member care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your membership. You acknowledge and agree that OnTask may monitor and/or record any telephone calls between you and OnTask.

**13. Jurisdiction and Choice of Law.** If there is any dispute arising out of this Agreement or the use of the App, by using the App you expressly agree that any such dispute shall be governed by the laws of India without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue High Courts at Mumbai, for the resolution of any such dispute.

**14. Dispute Resolution.** At the sole option of OnTask, any claim, dispute or controversy arising out of, relating to or concerning in any way to this Agreement or use of the App shall be resolved by binding arbitration administered by the Arbitrators under the Arbitration and Conciliation Act, 1996 under its commercial arbitration rules. The decisions of the arbitrators shall be binding and conclusive upon all parties involved, and judgment upon any arbitration award may be entered by any court having competent jurisdiction. Each party shall bear its own costs, fees, and expenses associated with any arbitration, except that the parties agree to split equally the costs and expenses of the arbitrator. OnTask may elect, in its sole discretion, not to use arbitration for any individual Claim that you properly file and pursue in court. If arbitration is chosen by OnTask with respect to a claim, you will not have the right to litigate the claim in court, have a jury trial, or engage in pre-arbitration discovery except as provided for in the ICA (Indian Council of Arbitration) rules of arbitration. Further, you will not have the right to participate in any class of claimants pertaining to any claim subject to arbitration. Other rights that you would have if you went to court may also not be available in arbitration.

**15. No Third Party Beneficiaries:** Except as otherwise set forth expressly herein, nothing contained in this Agreement, express or implied, is intended to confer upon any person or entity, other than OnTask and the Member, any benefit, right or remedy.

**16. Survival:** Notwithstanding any expiration or termination of this Agreement, such expiration or termination shall not relieve any party from obligations which are expressly or by implication intended to survive expiration or termination, including following Clauses: Agreement with Service Provider, No Warranty or Endorsement, Interactions and Disputes with Service provider,

Release, No Warranties, Limitations of Liability, all provisions in the Content on App section, Disclaimers, Jurisdiction and Choice of Law, Dispute Resolution, Indemnification, No Third Party Beneficiaries, and Survival.