

TERMS OF SERVICE

Updated 8 of June 2021

Please read these **Terms of Service** (hereinafter «Terms») before starting to use <http://tasq.pro> website (the Website). You shall be obliged to be bound by these Terms, when accessing, browsing, and/or otherwise using the Website, its services and applications. Commencing to use the Website you agree to be bound by these Terms, if you do not agree to be bound by these Terms do not access, browse or otherwise use the Website or its services.

We may, in our sole discretion, elect to suspend or terminate access to, or use of the Website to anyone who violates these Terms.

If you register for a free trial of the TASQ, the applicable provisions of these Terms will govern that free trial.

This document is written in English. To the extent that any translated version of this document conflicts with this English version, this English version shall prevail.

1. DEFINITIONS

Account – the primary means for accessing and using the TASQ Services;

Access Plan – access plan chosen by the User according to the Price-list posted on the Website;

Content - any data and information available through TASQ Services or contained within the structure of the system, articles, documents, brochures, presentations, pictures, images, audiovisual works, other informational materials and any comments;

Company – **TN Pay OU**, registered office: Harju maakond, Tallinn, Lasnamae linnaosa, Narva mnt 150-316, Estonia 13619, company number: 16068201;

TASQ Services - include the Website, system, Content, Program and all content, services and/or products available on or through the Website;

Program – computer program (as a whole and its parts), collection of data and instructions that can be executed by computer to perform a specific task, including initial code, data base, audiovisual works, included by the Company in such computer program, and also any documentation on its usage;

User Data - files and any other digital data and information, which is subjected to the TASQ Services of the Company or otherwise inserted to the Website by the User (including the specific products, persons, organisations (companies), activities, stages and deals associated with the User);

User – a natural person granted with the authorisation to use the services, applications and information on the Website;

Website - website of the Company located in Internet on following domain <http://tasq.pro>.

2. GENERAL CONDITIONS

The Company grants its User the right to use (non-exclusive license) of TASQ Services and Program due to its functional capabilities by reproducing the Program (connecting to the Program via Internet), exclusively for its individual use without rights of sub licensing to any third persons.

Your email address/identifier and password are the only way to enter the system and receive an access to your Account. You understand and agree to be fully liable for confidentiality of your Account. You hereby warrant to provide full, accurate and truthful information about You or person which you represent and you hereby agree not to disrupt such data.

According to these Terms you have the right to access and use TASQ Services. This right shall not be a subject to transfer, and you hereby agree not to disclose your login and password to any third persons. You hereby shall be solely liable for any activity performed on your Account. If you become aware of any unauthorised use of your Account, you shall immediately notify us about this.

Users are prohibited from using TASQ Services for mass spamming and other bulk mailing of commercial, marketing or any other type, unauthorised by the recipient of such email or group teleconference (Spam). Mailing of any information agreed by the recipient, with possibility to withdraw from such mailing list, shall not be considered as Spam.

TASQ Services shall be used by the User only for lawful purposes and by lawful means according to the applicable law.

3. TYPES OF ACCES PLANS

The User may select one of the existing Access Plans, list of which can be found on the relevant page of the Website.

The Users shall have the right to use a Program for trial period free of charge during the limited period of time, being in force as of the moment of activating such Trial period.

The User shall have the right to change the type of its Access Plan during its effective term at any time, provided that term of the new Access Plan shall be prolonged

for the term of current unused Access Plan considering the price of the new Access Plan.

The Access Plan shall commence on the day of payment for the relevant Access Plan (day of Registration).

If the relevant Access Plan expires and the User shall not make required payment (prolongation) for the new Access Plan during 15 (fifteen) calendar days, any further use of TASQ Services may be limited by the Company.

The Company has the right to unilaterally change types and prices of the Access Plans, by placing new Access Plans on its Website not later than 14 (fourteen) calendar days before such Access Plans shall come into force.

4. PAYMENTS

The use of specific Access Plan is subject to a Fee. Upon sign-up for an Account, the User must select a Plan according to its preferences. Different rates apply to different Plans. The applicable fee is charged in advance on monthly or annual payment intervals according to the selected Access Plan. All fees are non-refundable, i.e. there are no refunds or credits for periods where the User did not use an activated Account, used it only partially, or deactivated the Account or terminated these Terms during an ongoing payment interval.

If, after signing up, User elects to upgrade to a more expensive Plan, the unused portion of any prepaid fees shall be applied to the fee of the more expensive Plan.

All fees are exclusive of all taxes, levies or duties applicable under any applicable law, unless otherwise stated herein. User is solely responsible for the payment of such taxes, levies or duties.

5. TERM AND CHANGE OF ACCESS PLAN

Any User has the right to upgrade or downgrade a current Access Plan at any time by selecting a new Plan among the collection of Access Plans determined by the Company. In such an event, the User will be charged with a fee for the next payment interval with the rate stipulated in the new Plan. Downgrading of the current Plan may cause the loss of features or capacity of the Account.

You may unsubscribe from the Access Plan in your Account at any time.

Any cancelation should be made before termination of subscription, or invoicing for the ongoing period shall be made automatically. Any cancelation made upon invoicing shall not be subject to refund.

Removal of Account shall delete all or part of the data. We shall not be liable for any Content or Users Data lost in result of such Account being deleted.

6. FREE TRIAL

From time to time and at our sole discretion, we may offer you the opportunity to try a new product or service for free for a limited time. Whether you wish to continue using the TASQ Services before the end of the trial period you must send a subscription order. At the end of the trial period we will delete all content related to your Account.

You shall not sign up for multiple accounts in order to receive additional benefits. We may terminate or suspend a trial account at any time without notice or liability.

We are not responsible or liable for any adverse impact caused by or connected with a trial account.

7. TECHNICAL SUPPORT

The Company shall provide reasonable technical support to the User according to its reasonable request. The Company shall respond to enquiries of support from a User utilising the contacts set forth below as soon as reasonably possible:

- instant messaging,
- e-mail: support@tasq.pro

8. UPLOADING USER DATA TO THE WEBSITE

If the User uploads User Data to the Website, such User Data and any processing of such User Data must be in compliance with these Terms and applicable law. All rights, title and interest in and to the User Data belong to the User or third persons (including persons, companies and organisations). By uploading User Data to the Website, User authorises the Company to process the User Data.

The User shall not create, transmit, display or make otherwise available any User Data that violates these Terms, the rights of the Company other third parties (persons and legal entities). Also User shall not upload on the Website User Data which is harmful (for example viruses, worms, malware and other destructive codes), offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful or otherwise unlawful.

The User hereby warrants that it has all necessary rights to use the User Data, including to insert it into the Website and process it by means of the Account and TASQ Services.

The Company will process data on behalf of the User until the termination of the TASQ Services in accordance with these Terms.

9. UNLAWFUL USER DATA

The Company is not obliged to pre-screen, monitor or filter any User Data or acts of its processing by the User in order to discover any unlawful nature therein. Howev-

er, if such unlawful User Data or the action of its unlawful processing is discovered or brought to the attention of the Company or if there is reason to believe that certain User Data is unlawful, the Company has the right to:

- notify the User of such unlawful User Data
- deny its publication on the Website or its insertion on the Website and TASQ Services;
- demand that the User bring the unlawful User Data into compliance with these Terms and applicable law;
- temporarily or permanently remove the unlawful User Data from the Website or Account, restrict access to it or delete it.

If the Company is presented convincing evidence that the User Data is not unlawful, the Company may, at its sole discretion, restore such User Data, which was removed from the Website or Account or access to which was restricted.

In addition, in the event the Company believes in its sole discretion User Data violates applicable laws, rules or regulations or these Terms, the Company may (but has no obligation), to remove such User Data at any time with or without notice.

10. USAGE OF USERS DATA

The Company may use User Data in an aggregated or anonymised format for research, educational and other similar purposes. The Company may not otherwise use or display User Data without User's written consent.

The User expressly grants the Company the right to use and analyse aggregate system activity data associated with use of the TASQ Services for the purposes of optimising, improving or enhancing the way the TASQ Services operate, and to create new features and functionality in connection with the TASQ Services in the sole discretion of the Company.

11. DISCLOSURE

The Company may disclose a User's confidential information to the extent compelled by law to do so. In such instance, the Company will use commercially reasonable efforts to provide User with prior notice of the compelled disclosure (to the extent legally permitted) and User shall provide reasonable assistance, at its cost, if User wishes to contest the disclosure.

12. MODIFICATIONS TO TASQ SERVICES

The Company reserves the right to modify the TASQ Services or any part or element thereof from time to time without prior notice, including, without limitation:

- rebranding the TASQ Services at its sole discretion;
- ceasing providing or discontinuing the development any particular TASQ Service or part or element of the Website temporarily or permanently;

As applicable, User may be notified of such modifications when logging into the Account by the Company, that will indicate the effective date of such modification.

If the User does not accept the modification, the User shall notify the Company before the effective date of the modification. The User's continued use of the TASQ Services, or any part or element thereof, after the effective date of a modification shall indicate its consent to the modifications. The Company shall not be liable to the User or to any third person for any modification, suspension or discontinuance of the TASQ Services, or any part or element thereof.

13. INTELLECTUAL PROPERTY RIGHTS

The TASQ Services, Content, trade names and trademarks of the Company, and any parts or elements thereof are solely and exclusively owned and operated by the Company. Content is protected by copyright, trade dress, patent, trade secrets, and trademark laws, international conventions and treaties, and all other relevant intellectual property and proprietary rights laws.

The Program constitutes the result of intellectual activity and is subject to copyrights (Program for computer), regulated and protected by applicable intellectual property and international laws.

Functionality of the Program and its original codes (including its parts) are commercial secret of the Company. Any use thereof or use of the Program in breach of these Terms shall be considered as breach of the Company's rights and shall constitute as a reasonable ground for revoking rights of the User granted hereunder.

The Company, its affiliates and licensors retains all right, title and interest in such TASQ Services, Content, the Company trade names and trademarks, and any parts or elements. Your use of the TASQ Services and Content, and any parts or elements does not grant to you any ownership right or intellectual property rights therein. Any commercial or promotional distribution, publishing or exploitation of the Content is strictly prohibited unless you have received the express prior written permission from the Company or the otherwise applicable rights holder. The Company reserves all rights to the TASQ Services, Content and trade names and trademarks not expressly granted in these Terms.

14. FEEDBACK

If User provides the Company with any comments, bug reports, feedback, or modifications for the TASQ Services ("Feedback"), the Company shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the TASQ Services.

User hereby grants to the Company a perpetual, irrevocable, nonexclusive, royalty free license under all rights necessary to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit and use your Feedback for any purpose. The Company shall have the right to mod-

ify or remove any Feedback provided in the public areas of the Website if the Company deems, at its discretion.

15. NO WARRANTY (DISCLAIMER)

UNLESS OTHERWISE EXPRESSLY STATED BY THE COMPANY, TASQ SERVICES, CONTENT, SERVICES, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE TASQ SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, CORRECTNESS, ACCURACY, AND RELIABILITY.

UNLESS OTHERWISE EXPRESSLY STATED BY THE COMPANY, THE COMPANY AND ITS AFFILIATES DO NOT WARRANT THAT THE TASQ SERVICES AND ANY CONTENT, USER DATA, SERVICES, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE TASQ SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT TASQ SERVICES AND ANY CONTENT, USER DATA, SERVICES, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH TASQ SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

UNLESS OTHERWISE EXPRESSLY STATED BY THE COMPANY, THE COMPANY AND ITS AFFILIATES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PROGRAM, TASQ SERVICES, CONTENT OR ANY LINKED SITES, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

THE LAWS OF CERTAIN COUNTRIES AND STATES 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.

16. INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Company and its affiliates, and their respective directors, officers, employees and agents, from any claims, losses, damages, liabilities, including attorney’s fees, arising out of your use or misuse of the TASQ Services, Content, representations made to the Company, its affiliates and/or third parties, violation of these Terms, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants. The Company reserves the right, at its own expense, to assume the

exclusive defence and control of any matter for which you are required to indemnify the Company, and you agree to cooperate with such defence of these claims.

17. MODIFICATIONS OF THESE TERMS

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting such changes on or through the Website or the TASQ Services. Please check these Terms periodically for changes. Your continued use of the TASQ Services after such changes have been posted as provided above constitutes your binding acceptance of such changes. Such amended Terms will automatically be effective upon the earlier of (i) your continued use of the TASQ Services, or (ii) 30 days from posting of such modified Terms on or through the Website. Notwithstanding the foregoing, the resolution of any dispute that arises between you and the Company will be governed by the Terms in effect at the time such dispute arose.

18. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and all disputes between the Company and User shall be governed by the Law of Estonia.

In the event of a dispute, controversy or claim arising out of or in relation to these Terms, including but not limited to the formation, validity, breach or termination thereof, the parties shall attempt to solve the matter amicably in mutual negotiations.