

TASKMESSENGER.COM  
WEBSITE AND MOBILE APPLICATION  
PRIVACY POLICY

Last Modified: [12/05/2016]

Serpico Brothers Software, LLC, an Arizona limited liability company, *d/b/a* Task Messenger (the "Company," "us" "our" or "we") respects your privacy and is committed to protecting it through this privacy policy (the "Privacy Policy"). This Privacy Policy describes how we collect, use, store, share and protect your information in connection with our website, [www.taskmessenger.com](http://www.taskmessenger.com) (the "Site"), and the services and tools (including, but not limited to, mobile and other software applications downloaded from the Site or obtained elsewhere, such as Task Messenger) related to the Site (collectively, the "Services"). This policy applies only to information we collect through the Site or Services and any emails, texts or other electronic communications sent through the Site or Services. This Privacy Policy is part of, and governed by, our [Terms of Use](#).

This policy DOES NOT apply to information collected offline, through any other apps or websites (including websites you may access through the Sites or Services) or by any third party. These other websites, apps or third parties may have their own privacy policies, which we encourage you to read before providing information through them.

Please read this policy carefully to understand our policies and practices regarding collection and use of your information. If you do not agree with this Privacy Policy, do not access or use the Site or Services. By accessing or using the Site or Services, you agree to this Privacy Policy.

Please email us with any questions or comments about this Privacy Policy and our privacy practices at [Contact@TaskMessenger](mailto:Contact@TaskMessenger).

**NOTICE REGARDING DISPUTE RESOLUTION:** Any disputes or claims arising under this Privacy Policy, or relating in any way to your use of the Site or Services, will be resolved by final and binding arbitration as provided for in Section 9 of our Terms of Use. Unless you opt-out, you will only be able to pursue claims against Company on an individual basis, not as part of any class or representative action or proceeding, and you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

### **1. Changes to Our Privacy Policy.**

We may update our Privacy Policy from time to time. If we make material changes to how we treat your personal information, we will post the new privacy policy on this page. Your continued use of the Site or Services after we make changes is deemed to be your acceptance of those changes, so please check this policy periodically for updates. The date that this Privacy Policy was last revised is identified at the top of the page. You are responsible for periodically visiting this Privacy Policy to check for any changes.

### **2. Children Under the Age of 13.**

The Site and Services are not intended for children under 13 years of age, and we do not knowingly collect personal information from children under 13. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at [Contact@TaskMessenger](mailto:Contact@TaskMessenger)

### **3. Information We Collect and How We Collect It.**

We collect information from and about users of our Site and Services: (i) directly from you when you provide it to us; and (ii) automatically when you use the Site or Services.

3.1 Information You Provide to Us. When you access or use the Site or Services, we may ask you to provide personally identifiable information, such as name, postal address, email address, telephone number or any other information we might collect that is defined as personal or personally identifiable information under applicable law ("Personal Information"). This information may include: (i) information you provide by filling in forms on the Site and Services when you register, enter contests and promotions, or report a problem with the Site or Services; (ii) records and copies of our correspondence (including email addresses and phone numbers), if you contact us; (iii) your responses to surveys; (iv) details on transactions you carry out through the Site or Services; or (v) your search queries on the Site or Services. You also may publish or display information on public areas of the Site, Services or related websites ("User Contributions"). Your User Contributions are posted and transmitted to others at your own risk. No security measures are perfect, and we cannot control the actions of third parties with whom you share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

3.2 Information Collected Automatically and Tracking. When you download, access or use the Site or Services, they may automatically collect: (i) usage details (including traffic data, location data, communication data and the resources you access and use through the Site and Services); (ii) device information (including IP address, operating system, browser type, hardware ID, mobile network information and the device's telephone number); (iii) stored information (including metadata and other information associated with the files stored on your device, such as photographs, audio and video clips, personal contacts and address book information); and (iv) location information (including real-time information about the location of your device). If you do not want us to collect this information, do not access or use the Site or Services, or, if you have already accessed or used the Site or Services, stop doing so immediately and delete any Services from your device. We also may use these technologies to collect information about your activities over time and across third-party websites, apps or other online services (behavioral tracking).

Do Not Track (DNT) signals are signals sent through a browser informing us that you do not want to be tracked. We do not assign any meaning to DNT signals.

3.2.1 Information Collection Technologies. The technologies we use for automatic information collection may include cookies (or mobile cookies) or web beacons. Cookies are small files sent to and stored on the computer or device you use to access or use our Site or Services. Cookies may be used to monitor use of our Site or Services, customize content specific to your interests, ensure that you do not see the same advertisements repeatedly and store your user name and password so you do not have to re-enter it each time you access or use the Site or Services. It may be possible to refuse to accept cookies by activating the appropriate setting on your computer or device. However, if you select this setting you may be unable to access certain portions of our Site or Services.

3.2.2 Third-Party Information Collection. When you access or use the Site or Services, or access their content, certain third parties, such as advertisers, analytics companies (such as Google Analytics), your mobile device manufacturer or your mobile service provider may use automatic information collection technologies to collect information about you, your computer or your device. The information these third parties collect may be associated with your personal information or your online or mobile activities over time and across different websites, apps and other online services websites. Such third parties may use this information to provide you with interest-based (behavioral) advertising or other targeted content. We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

#### **4. How We Use Your Information.**

We use information that we collect about you or that you provide to us, including any personal information, to: (i) provide you with the Site and Services and their contents, and any other information, products or services that you request from us; (ii) fulfill any other purpose for which you provide it; (iii) give you notices about your account/subscription, including expiration and renewal notices; (iv) carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection; and (v) notify you when updates are available, and of changes to any products or services we offer or provide through the Site and Services.

The usage information we collect helps us improve our Site and Services and deliver a better and more personalized experience by enabling us to estimate our audience size and usage patterns, store information about your preferences, customize our Site and Services according to your individual interests, speed up your searches, and recognize you when you use the Site or Services.

#### **5. Disclosure of Your Information.**

We may disclose aggregated information about our users. Also, we may disclose your personal information to: (i) our subsidiaries and affiliates; (ii) contractors, service providers and other third parties we use to support our business and who are contractually bound to keep your personal information confidential and only use it for purposes for which we disclose it to them; (iii) to a buyer or other successor to all or substantially all of our assets, or to the assets of any division related hereto, through merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer; (iv) to comply with any court order, law or legal process; (v) to enforce our rights arising from any contracts entered into between you and us; or (vi) if we believe disclosure is necessary or appropriate to protect our rights, property, or safety, or those of our customers or others.

#### **6. Your Choices About Our Collection, Use and Disclosure of Your Information.**

We strive to provide you with choices about your personal information. You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. You may be able to choose whether or not to allow the Site or Services to collect and use real-time information about your device's location through the device's settings. However, if you disable or refuse cookies or block the use of other tracking technologies, some portions of the Site or Services may be inaccessible or not function properly.

If you do not want us to use your email address or other contact information for advertising purposes, you can opt-out by adjusting your account profile, selecting "unsubscribe" or emailing us directly. You can review and change your personal information by logging into the Site or Services and visiting your account profile page. We do not control third parties' collection or use of your information for interest-based advertising; however, these third parties may provide you with choices relative to your personal information.

#### **7. Your California Privacy Rights.**

Under California Civil Code Section 1798.83, California residents who use our Site or Services may request certain information regarding our disclosure of personal information to third parties for direct marketing purposes. To make such a request, please send us an email at [Contact@TaskMessenger](mailto:Contact@TaskMessenger) or write us at:

Serpico Brothers Software  
6635 West Happy Valley Road  
Suite A-104 #102  
Glendale, AZ 85310

## **8. Data Security.**

We implement measures designed to protect your personal information from accidental loss or unauthorized access, use, alteration or disclosure. However, the safety and security of your information also depends on you. We urge you to protect your user information and password and to be careful about giving out information in public areas of the Site or Services, which may be viewed by other users of the Site or Services.

Unfortunately, transmitting information via the internet and mobile platforms is not completely secure. We cannot guarantee the security of your personal information when transmitted through our Site or Services. Any transmission of personal information is at your own risk, and we are not responsible for circumvention of any privacy settings or security measures we provide.

## **9. Disputes; Arbitration; Waiver of Class Action.**

This Privacy Policy is subject to our Terms of Use, including Section 9 of our Terms of Use, which includes binding arbitration (unless you opt out of arbitration within 60 days of the earlier of your first use of the Site or Services or registration with the Site or Services) and a waiver of certain class action rights. Please carefully review these terms, as well as the rest of the Terms of Use before using our Site or Services.