

TASKMESSENGER.COM  
WEBSITE AND MOBILE APPLICATION  
TERMS OF USE

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Welcome to the website of Serpico Brothers Software, LLC, an Arizona limited liability company, *d/b/a* Task Messenger (the "Company," "us," "our" or "we"). These terms of use (the "Terms of Use") govern your access to and use of [www.taskmessenger.com](http://www.taskmessenger.com) (the "Site"), and the services and tools (including, but not limited to, any mobile and other software applications downloaded from this Site or obtained elsewhere, such as TaskMessenger) related to the Site (collectively, the "Services").

Please read the Terms of Use carefully before you start use of this Site or the Services. The Site and Services are available **ONLY TO USERS 18 YEARS OF AGE OR OLDER**. Please email us with any questions or comments about these Terms of Use and our Privacy Policy at [Contact@TaskMessenger](mailto:Contact@TaskMessenger).

**NOTICE REGARDING DISPUTE RESOLUTION:** These Terms of Use contain provisions that govern the resolution of claims between you and Company. They also include an agreement to arbitrate, which will, with limited exception, require you to submit claims you have against us to binding and final arbitration. Unless you opt-out, you will only be able to pursue claims against the 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. Acceptance and Modification of the Terms of Use.**

By accessing or using the Site or Services, or by clicking to accept or agree to the Terms of Use when this option is made available, you acknowledge that you have read, understand, and agree, without limitation or qualification, to be bound and abide by the Terms of Use, which includes our Privacy Policy incorporated herein by reference. If you do not wish to agree to the Terms of Use or Privacy Policy, you must not access or use the Site or Services.

The Site and the Services are offered and available to users who are eighteen (18) years of age or older. By using the Site or Services you represent and warrant that you are of legal age to form a binding contract with the Company.

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when posted and apply to all access to and use of the Site and Services thereafter. Your continued use of the Site or Services following the posting of changes means that you accept and agree to such changes. It is your responsibility to check these Terms of Use periodically for changes, as these changes are binding on you.

**2. Access, License and Privacy.**

Provided you are not under the age of eighteen (18), we hereby grant you a personal, non-exclusive, non-transferable, revocable license to access our Site and use the Services (the "License"). You may not reproduce, duplicate, copy, sell, resell or commercially exploit for any purposes, any portion of, use of, or access to the Site or Services. In the unlikely event you fail to comply with these Terms of Use, we may terminate the License without notice and you will no longer be permitted to use the Services or access the Site.

If we become aware of possible violations of these Terms of Use, we may initiate an investigation that may include gathering information from you or any user involved and the examination of other material. We may suspend the provision of our Services temporarily, or we may permanently remove the material involved from our servers, cancel posts, provide warnings to you, or suspend or terminate your access to our Site. We will determine what action will be taken in response to a violation at our sole discretion. We will fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

We value your privacy and understand your privacy concerns. Please review our [Privacy Policy](#), which also governs your access to and use of the Site and Services, so that you may understand our privacy practices. All information we collect is subject to our Privacy Policy, and by using the Site or Services you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. You further understand that any information collected by Company may be transferred to the United States and/or other countries for storage, processing and use by Company and its affiliates.

### **3. Registration Policy and Account Security.**

To access the Site or Services, or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site and Services that you (i) provide correct, current and complete information about yourself as prompted by the registration form for the Site or Services (such information being the "Registration Data") and (ii) maintain and promptly update the Registration Data to keep it correct, current and complete. You agree that all information you provide to register or otherwise, including without limitation through any interactive features of this Site or the Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. You further agree that Company may provide any and all notices, statements, and other communications to you through email to the email address provided in the Registration Data.

If you create, or are provided with, a user name, password or any other information as part of our security procedures, you agree to treat such information as confidential, and that you will not disclose such information to any other person or entity. You further agree that your account is personal to you and that you will not provide any other person access to this Site or the Services, or any portions of the same, using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

#### **4. Links to Third Party Sites.**

The Site or Services may contain links to third party websites ("Linked Sites"). We do not control these Linked Sites and are not responsible for the content of, stability of, or any transmission from any Linked Site. Company provides these links to you only as a convenience and the inclusion of any link does not imply endorsement by Company or any association with the link's operators, or guarantee that the content contains accurate information. We recommend you review the privacy statements and terms of use posted at any Linked Sites.

#### **5. Intellectual Property Rights; Content; Copyright Infringement Notification Process.**

5.1 Intellectual Property Rights. The products and services offered on or through the Site and Services, as well as their selection and arrangement, are protected by intellectual property rights (the "Intellectual Property Rights"), and any unauthorized use of the Site and Services may violate such Intellectual Property Rights laws and these Terms of Use. Company and its licensors own all right, title and interest to the Intellectual Property Rights of the products and services offered on or through the Site and Services. These Terms of Use do not convey or transfer any ownership rights to you. The trademarks, logos and service marks displayed on the Site or Services, including without limitation TASKMESSENGER.COM, are the property of Company or other third parties. You are not permitted to use these marks without the prior written consent of Company or such third party that may own the marks. You may not remove or obscure any copyright notice or other proprietary notices contained on the Site or any products or services retrieved through the Site.

5.2 Your Content. The Site and Services may allow or require you to post data, text, pictures, videos, recordings or other materials and information that will be accessible by visitors to the Site or users of the Services ("Public Content"), or that will only be accessible by you or those designated by you ("Private Content") (Public Content and Private Content, collectively referred to as "Your Content"). As between you and Company, you remain the sole owner of and solely responsible for Your Content. Company does not claim ownership of any of Your Content, but by submitting Your Content, you hereby grant Company a nonexclusive, worldwide, royalty-free, fully paid up, irrevocable, perpetual right and license to link to, reproduce, distribute, adapt, promote, display, and sublicense Your Content, including without limitation using Your Content in marketing materials for Company. Company does not endorse, guarantee, or assume any responsibility, obligation or liability relating to Your Content, including without limitation liability for third-party claims against users of the Site or Services for defamation, libel, slander, infringement, invasion of privacy, violation of publicity rights, obscenity, pornography, profanity, fraud or misrepresentation. Company reserves the right to remove any of Your Content at any time, with no obligation to notify you of the removal. Publication of any of Your Content is at the sole discretion of Company.

5.3 Ability to Share Your Content. Content is shared voluntarily with other users via assigned and accepting tasks.

5.4. Other Prohibited Content. While using the Site or Services, you agree that you will not upload, post, email, transmit or otherwise make available any Public Content or Private Content that: (i) is unlawful, harmful, threatening, abusive, harassing, tortious, infringing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or is racially, ethnically or otherwise objectionable; (ii) creates a risk of harm, loss, or damage to any person or property or a risk of physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to yourself, to any other person, or to any animal; (iii) seeks to harm or exploit minors in any way, including, but not limited to, by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) violates, or encourages any conduct that violates laws or regulations or contains any information or content that is illegal; or (v) infringes any third party's intellectual property rights, privacy rights, publicity rights, or other personal or proprietary rights or contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships.

5.5 Other Prohibited Conduct. While using the Site and Services, you agree not to engage in any of the following prohibited activities: (i) use, display, mirror or frame the Site or Services, any individual element within the Site or Services, the Company name, trademark, logo or other proprietary information, or the layout and design of any page, without our express written consent; (ii) access the Site or Services by any means other than through the interface provided by Company and as otherwise expressly authorized under these Terms of Use; (iii) access, tamper with, or use non-public areas of the Site or Services, our computer systems, or the technical delivery systems of our providers; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Company or any of our providers or any other third party (including another user) to protect the Site or Services; (v) forge headers or otherwise manipulate identifiers in order to disguise the origin of any of Your Content transmitted through the Site or Services; (vi) attempt to access or search the Site or Services or scrape or download any user content from the Site or Services, or otherwise use or upload content to, or create new links, reposts, or referrals in the Site or Services through the use of any engine, software, tool, agent, device or mechanism (including automated scripts, spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Company or other generally available third party web browsers; (vii) send or post onto the Site or Services any unsolicited or unauthorized spam, advertising messages, promotional materials, email, junk mail, chain letters or other form of solicitation; (viii) use any meta tags or other hidden text or metadata utilizing the Site or Services or a Company trademark, logo, or URL without Company's express written consent; (ix) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services; (x) interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending or posting a virus, overloading, flooding, spamming, or mail-bombing the Site or Services; (xi) reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purpose any portion of the Site or Services (including your account) or your access to or use of the Site or Services; (xii) collect or store any personally identifiable information from other members of the Service without their express permission; (xiii) stalk or otherwise harass another person or entity; (xiv) impersonate or misrepresent your affiliation with any person or entity; (xv) violate any applicable law or

regulation; or (xvi) encourage or enable any other individual to do any of the activities prohibited in these Terms of Use.

5.6 Transmission of Your Content. "Your Content" also includes registration information, business and financial information, electronic transmissions and all other data of any kind contained within emails or otherwise submitted by you or entered electronically in the course of your use of the Site or Services. You understand that the technical processing and transmission of Your Content (including the possible transmission of Your Content outside its country of origin) may be necessary to your use of the products and services offered on or through the Site or Services and consent to Company's interception and storage of Your Content. You understand that you or Company may be transmitting Your Content over the Internet, and over various networks, only part of which may be owned and/or operated by Company. You agree that Company is not responsible for any portions of Your Content that are lost, altered, intercepted or stored without authorization during the transmission of Your Content across networks not owned and/or operated by Company.

5.7 Copyright Infringement Notification Process. Company abides by the Federal Digital Millennium Copyright Act ("DMCA"). If you believe that any content included on the Site is your proprietary work and has been copied in a way that constitutes an infringement of your copyrights in that work, please immediately notify Company of any such copyright or other Intellectual Property Rights infringement. Similarly, if you believe that your Content has been inappropriately removed, you may send a counter-notification. In either case, your written notice should be sent to our designated agent as follows:

#### DMCA Complaints

Serpico Brothers Software  
6635 West Happy Valley Road  
Suite A-104 #102  
Glendale, AZ 85310  
Telephone: 602-490-0909  
Email: Contact@TaskMessenger.com

Please also note that under the DMCA, any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability. All reports and inquiries will be kept confidential, except to the extent necessary to investigate any alleged violation and enforce the terms and conditions of these Terms of Use. Before sending either a copyright infringement notification or counter-notification, you may wish to contact a lawyer to better understand your rights and obligations under the DMCA and other applicable laws. The following notice requirements are intended to comply with Company's rights and obligations under the DMCA and do not constitute legal advice. Company will remove the infringing content, subject to the procedures outlined in the DMCA.

5.6.1 *Copyright Infringement Notification*. To file a copyright infringement notification with us, you will need to send a written communication that includes substantially the

following (please consult your legal counsel or see Section 512(c)(3) of the Copyright Act to confirm these requirements):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material. Providing URLs is the best way to help us locate content quickly.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

*5.6.2 Counter-Notification.* If Your Content has been taken down, you may elect to send us a counter notice. To be effective your counter notice must be a written communication provided to our designated agent that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

1. A physical or electronic signature of the subscriber.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be

found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

## **6. Disclaimer of Warranties/Limitation of Liability**

THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY AND ITS PARENTS, SUBSIDIARIES, PARTNERS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS (COLLECTIVELY, THE "COMPANY PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY PARTIES DO NOT WARRANT THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICE OR SERVERS THAT MAKE THE SITE AND SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY PRODUCT DESCRIPTIONS OR DEPICTIONS, OR OTHER CONTENT OFFERED AS PART OF THE SERVICE, ARE ACCURATE, RELIABLE, CURRENT OR COMPLETE.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND SERVICES IS AT YOUR SOLE RISK. IF YOU DOWNLOAD ANY CONTENT FROM THE SITE OR SERVICES, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT THROUGH THE SITE OR SERVICES. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE OR SERVICES OR ANY FEATURE OR PART THEREOF AT ANY TIME. THE COMPANY PARTIES ASSUME NO RESPONSIBILITY FOR THE DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT OR PERSONALIZATION SETTINGS.

YOU UNDERSTAND AND AGREE THAT THE COMPANY PARTIES WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF A COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR USE OR ACCESS OF, OR INABILITY TO USE OR ACCESS, THE SITE OR SERVICES.

## **7. Indemnification.**

You agree to indemnify, defend and hold harmless the Company Parties from and against all losses, expenses, damages and costs, including reasonable attorney's fees, resulting from any violation of these Terms of Use by you or any other actions connected with your use of the Site or Services. Your indemnification obligations include claims arising out of any of Your Content, as well as any claims arising out of acts or omissions by your employees, and any other person or

entity who gains access to the Company's products or services through your name either with your permission or as a result of your failure to use reasonable security measures.

## **8. Injunctive Relief.**

Your breach of these Terms of Use may result in immediate and irreparable harm to us, for which there may be no adequate remedy at law, and, therefore, you agree that we are entitled to equitable relief to compel you to cease and desist all unauthorized use, evaluation and/or disclosure of information obtained through the Site or Services, which is in addition to any other remedies available at law or in equity.

## **9. Arbitration Agreement and Waiver of Class Action.**

Except as set forth below, ANY DISPUTE OR CLAIM ARISING UNDER THESE TERMS OF USE, INCLUDING THE PRIVACY POLICY INCORPORATED HEREIN BY REFERENCE, OR RELATING IN ANY WAY TO YOUR USE OF THE SITE OR SERVICES WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION, RATHER THAN IN COURT; provided, however, that the following are exceptions to our agreement to arbitrate our disputes:

- a) Any claim that qualifies as a small claim in a court of limited subject matter jurisdiction must be brought in such court; and
- b) Any claim for injunctive relief may be brought in a court of competent jurisdiction to enjoin intellectual property infringement or misuse.

You may begin an arbitration proceeding by following the American Arbitration Association's (AAA's) filing requirements and mailing a request for arbitration and description of your claim to our registered agent, Vincent Serpico, at 6635 West Happy Valley Road, Suite A-104 #102, Glendale, Arizona 85310. The AAA's Rules of Commercial Arbitration will apply (available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879). The arbitrator will have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of this agreement to arbitrate. Notwithstanding any of the foregoing, THE ARBITRATOR WILL NOT BE EMPOWERED AND DOES NOT HAVE THE AUTHORITY TO HEAR OR DECIDE ANY CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, TO AWARD PUNITIVE OR EXEMPLARY DAMAGES OR TO AWARD ATTORNEYS' FEES TO THE PREVAILING PARTY.

You may opt out of this agreement to arbitrate by providing written notice of your intention to do so to Company within 60 days of the earlier of your first use of the Site or any of the Services or your registration with the Site or any of the Services.

By using the Site or Services, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Arizona, without regard to principles of conflict of laws, will govern these Terms of Use (including the Privacy Policy incorporated herein by reference) and any dispute or claim of any sort that might arise between you and Company. The prevailing party in any



judicial action to enforce this arbitration agreement shall be entitled to a judgment that includes all fees and costs incurred in such action.

#### **10. No Waiver; Severability.**

A waiver of any breach of any provision of these Terms of Use shall not be deemed to be a waiver of any repetition of such breach or in any manner affect any other terms or conditions of these Terms of Use. We do not waive any rights by the failure to enforce this policy in every instance in which it might apply. In the event that any provision of these Terms of Use is held to be unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that is the closest to the intention underlying the unenforceable provision.

#### **11. Assignability.**

We may assign our rights and delegate our duties under these Terms of Use either in whole or in part at any time without notice. You may not assign, sublicense or otherwise transfer your rights or obligations, in whole or in part, under these Terms of Use to anyone else without our prior written consent.

#### **12. Relationship.**

This Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between you and us.