

# Terms of Use

This Terms of Use regulates the access and Use of Products by the User.

The text of the Terms of Use is a public offer in accordance with the laws of the United Kingdom of Great Britain and Northern Ireland. All terms and concepts used are applied within the framework of the legislation of the jurisdiction of the United Kingdom of Great Britain and Northern Ireland. The official language of correspondence with the Company is English.

The Company does not have representative offices, branches or separate legal entities outside the United Kingdom of Great Britain and Northern Ireland. This Terms of Use is presented in English. The presence of localization on the Site in a language recognized as official and/or national in your country does not mean that the Company is actually present in your country and doing business within your jurisdiction. To clarify whether the Company conducts operations in your country, contact us by e-mail or send a letter to the company's legal address.

The Terms of Use is an official offer from the Company to the Users. Any Use of the Products means the User's full and unconditional agreement with the terms of the Terms of Use to the extent that the User is not required to perform additional actions (such as marking in the check-box, etc.).

## Preamble

- 1) Any use of the Products by the User (including viewing the content) means that he has read and accepted the terms of the Terms of Use. The use of Products without the specified condition is not allowed.
- 2) The Company has the right to carry out technical and other work aimed at improving and (or) changing the functionality of the Products. During the period of such work, the Product may be unavailable in whole or in part.
- 3) The User acknowledges and agrees that the functionality of the Products is provided **"AS IS"** and **"AS AVAILABLE"**, without any guarantees, including regarding commercial value, suitability for specific purposes, continued availability, etc. The Company does not guarantee the error-free operation of the Products, compliance of its functionality with User expectations, and the absence of defects, viruses or other malicious components.
- 4) Unless otherwise provided by applicable law, the Company is under no circumstances liable for direct, indirect or loss of any kind (including, but not limited to, loss of income or profit, as well as the use of data) related to the Use of the Products.
- 5) Please note that some Product features may not be available in certain jurisdictions or regions or for certain Users. The Company reserves the right to change, modify or impose additional restrictions at its sole discretion at any time.

## Terms and definitions

1)	<b>Authorization data</b>	A unique "login-password" pair used to log into your Personal Account after Registering a User on the Site.
2)	<b>Terms of Use</b>	This document, as well as all its appendices, is posted at the link: <a href="https://utasks.io/terms-of-use">https://utasks.io/terms-of-use</a>
3)	<b>Privacy policy</b>	A document regulating the procedure for collecting, storing and processing the User's personal data entered by him during the registration procedure, use of the Product, as well as other data. An integral appendix to the

		Terms of Use. The Privacy and Cookie Policy is available at the link: <a href="https://utasks.io/privacy-policy">https://utasks.io/privacy-policy</a>
4)	<b>Payment and other Policies</b>	Payment Policy, Service Provision Policy and Refund Policy, is available at the link: <a href="https://utasks.io/payment-policy">https://utasks.io/payment-policy</a> . An integral appendix to the Terms of Use.
5)	<b>Company</b>	<b>UTASKS LTD</b> is a company registered in the United Kingdom of Great Britain and Northern Ireland, registration number 15722277, legal address: 167-169 Great Portland Street, 5th Floor, London, England, W1W 5PF, <a href="mailto:info@utasks.io">info@utasks.io</a>
6)	<b>Personal account or Account</b>	A personal section of the Site available to the User after successful Registration. Access to the Personal Account is provided by the User entering Authorization data.
7)	<b>Registration</b>	A voluntary procedure performed by the User using the online interfaces of the Site, upon completion of which a User account is created that provides access to the Personal Account. The Company provides the opportunity to register on the Site only if there is an appropriate technical capability.
8)	<b>Registration data</b>	The set of data specified on the Site, provided by the User during the registration procedure.
9)	<b>User</b>	A person who has the right to Use the Products (become a User) and meets all the following criteria: <ul style="list-style-type: none"> <li>1) This is an individual who has reached the age of 18 (and the age of majority in his country of residence),</li> <li>2) who has full legal and legal capacity,</li> <li>3) in respect of whom the Company has not previously made a decision to terminate the Terms of Use.</li> </ul>
10)	<b>Website or Site</b>	The website, which is operated by the Company, is located at: <a href="https://utasks.io">https://utasks.io</a> . In the event that the Terms of Use contains a link to information on the Website, such information is recognized as an integral part of the Terms of Use, and in the event of a dispute, it takes precedence.
11)	<b>Telegram bot</b>	Software that, in response to User messages, performs certain actions for which it is programmed at the User's request and a special account created in automatic mode, which allows the User to perform various actions through the functionality of the Telegram messenger (hereinafter – Telegram), installed on a mobile device or on a PC and having the name @UTasksBot and address <a href="https://t.me/UTasksBot">https://t.me/UTasksBot</a>
12)	<b>Products</b>	The combined mention of the Site and the Telegram bot
13)	<b>Use of Products</b>	Performing actions by the User to view and (or) use the available functionality of Products through reproducible online interfaces on the User's device screen.
14)	<b>Tariff</b>	The offer formed by the Company for Users to use the Products, which includes, among other things: the period provided, the functionality and the cost of using the Products. The types of Tariffs are available on the Website and in the Telegram Bot.

The terms and definitions used in the Terms of Use with a capital letter, but which have not been defined above, are understood in the meaning given to them by the annexes to this Terms of Use, and if there is no definition in it, then as indicated on the Internet.

## **1. The subject and procedure for changing the Terms of Use**

- 1.1. In accordance with the Terms of Use, the User is granted the right to Use the Products, in accordance with the procedure and conditions determined by the Tariff applicable to the User.
- 1.2. Before using the Products, including viewing any of the Products on the Internet or paying the Tariff, the User must fully read and agree to this Terms of Use, the Privacy Policy and the Payment and other Policies. The User may also be required to register an account to use the Products in the Telegram messenger (hereinafter - **Telegram**).
- 1.3. The Company has the right to amend the text of the Terms of Use at its discretion and at any time. The Company publishes the amended version of the Terms of Use immediately after the changes are made. The User undertakes, at his own risk, to regularly check for changes to the Terms of Use (*but at least once every 14 days*), and bears all risks of violating the amended terms of the Terms of Use.

## **2. Accession to the Terms of Use**

- 2.1. The User is considered to have joined the Terms of Use when they accept the Terms of Use. Acceptance of the Terms of Use can be made by the User in one of the following ways (equivalent):
  - 2.1.1. Acceptance of the Terms of Use on the Site is allowed if the User Registration functionality is implemented on the Site. Thus, the acceptance of the Terms of Use will be considered the installation of the [V] icon next to the text "I agree to the terms of the Terms of Use and Privacy Policy" at the last step of the Registration procedure.
  - 2.1.2. Acceptance of the Terms of Use in the Telegram bot is considered granted after clicking on the "/start" button.
  - 2.1.3. At the same time, the User will also be considered to have expressed acceptance of the Terms of Use if he simply browses the Site or Telegram bot (to get acquainted with the contents), without directly using the Products for their intended purpose.
- 2.2. All actions performed within the framework of the functionality of the Products by the User are recognized by the Company and such a User as conclusive actions that generate appropriate legal consequences. At the same time, the User agrees that an exhaustive proof of the commission or non-completion of a certain action using the online interfaces of the Products can be proved by the Company by providing an extract from its database on the availability of information recorded by logging (saving the history) of actions by such a person (or in another similar way). In the event of a dispute, such information is provided in the form chosen by the Company, and is recognized as exhaustive evidence of the actions specified in this paragraph.
- 2.3. In the event that the User does not agree with the terms of the Terms of Use, he is obliged to immediately leave the Site and the Telegram bot and not start/ stop Using the Products.

## **3. User's guarantees and assurances**

- 3.1. By joining the Terms of Use, the User guarantees that:

- 3.1.1. Has reached the age of 18 (as well as the age of majority in his country of residence), and that there are no circumstances preventing the User from fulfilling his obligations under the Terms of Use in full;
  - 3.1.2. The legislation of the User's country of residence allows the Use of the Products (in the event that the Use of the Products is prohibited by the User's personal applicable law, such a User does not have the right to join the Terms of Use, Use the Products (or certain functions of the Products) and must immediately leave the Site and (or) stop using the Products);
  - 3.1.3. Has fully read the text of the Terms of Use, understands its terms, and accepts them in full;
  - 3.1.4. The use of the Products will be carried out within the framework of applicable legislation;
  - 3.1.5. The User will exercise due diligence and take all necessary reasonable measures to prevent the loss of control over his Telegram account. In the event that the User has a valid Tariff, and access to the Telegram account has been lost, the User must immediately inform the Company about this and act according to the instructions received;
  - 3.1.6. Will immediately stop using the Products and notify the Company if, during the execution of the Terms of Use, he ceases to meet one or more of the above criteria. Subsequently, such a User is obliged to act in accordance with the instructions received from the Company, and the Company has the right to suspend the opportunity to Use the Products for such a User and suspend / immediately terminate the Terms of Use.
- 3.2. The User does not have the right to join the Terms of Use or Use the Products if the User does not comply with all the above guarantees.

#### **4. Personal account**

- 4.1. After successful Registration (the functionality is provided if technically possible), the User can log in to his Personal Account. The User gets access to the Personal Account by entering Authorization data in specially designated fields on the Site.
- 4.2. The personal account consists of separate sections (functional blocks), the purpose of which is determined by their explicit user functions.
- 4.3. Any information specified in the User's Personal Account is recognized by the Parties as an integral part of this Terms of Use and is an integral annex to it. In case of a conflict between the terms of this Terms of Use and the information specified in the Personal Account, priority is given to the latter.

#### **5. The term of the Terms of Use**

- 5.1. The Terms of Use is considered concluded from the date of the User's accession to the terms of the Terms of Use until the Parties fulfill all obligations under it.
- 5.2. The Terms of Use is also considered terminated if the User's access to the Use of the Products is terminated prematurely, as provided for in the Terms of Use.

#### **6. The procedure of usage of Products**

- 6.1. Unless otherwise indicated on the Website, the use of Products for their intended functional purpose is allowed through a Telegram bot. To do this, the User must use his own Telegram account to add a Telegram bot to a group in the Telegram messenger and follow the instructions reproduced. So, to access the Telegram bot and create tasks, the User must: **(1)** Press the

- "/start" button, which launches the Telegram Bot; **(2)** Press the "Tasks" button; **(3)** Select the button "New Task", "New personal project", "New joint project", "New area"; **(4)** Select the "Create task" button, define the name of the new task, description, and deadlines; **(5)** Use other available functionality of the Telegram Bot.
- 6.2. To activate the paid functionality of the Telegram bot, the User must pay the selected Tariff. The User has the right to use the paid functionality of the Telegram bot to the extent provided for in the selected Tariff. Access to the paid functionality of the Telegram bot is activated within one (1) calendar day from the date of payment. After activation of the Telegram bot's paid functionality in the account, access is considered granted.
  - 6.3. Payment of paid functionality of the Telegram bot is carried out in the form of subscription using Recurrent payments. Subscription provides the User with the opportunity, depending on the chosen Tariff type, to access the paid functionality of the Telegram bot, subject to the Terms of Use and the requirements of applicable legislation. Payment and other Policies provide details on recurring payments.
  - 6.4. After the subscription has expired, access to the corresponding paid functionality of the Telegram bot becomes unavailable
  - 6.5. Termination by the User of the Use of the paid functionality of the Products, including due to its violation of the terms of Terms of Use, is not a ground for refund of the amount paid under the Tariff.
  - 6.6. The Company has the right, at its discretion, to set discounts on certain Tariffs. The cost of paid access to the Telegram bot functionality does not include possible fees from payment providers.
  - 6.7. Ensuring the operability of the messenger, where the Telegram bot is located, lies directly on the third party - Telegram. The Company cannot guarantee a specific time frame for troubleshooting the messenger or Telegram bot.
  - 6.8. The User must not misuse the Products by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. The User must not use any robot, spider, page scraping or other automatic device, algorithm, methodology or similar manual process, to copy, monitor, acquire or access any portion of the Products, to attempt to obtain any information or materials by any means that are not purposely made available through the Products.
  - 6.9. The User must not attempt to gain unauthorized access to any portion or feature of the Products, the server on which the Products is stored, or any server, computer or database connected to the Products or to any of the services offered on or through the Products. The User must not attack the Products via a denial-of-service attack or a distributed denial-of service attack. The Company will report any such breach to the relevant law enforcement authorities, and the Company will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, the User right to use the Products will cease immediately.
  - 6.10. The User may not use the Products for any purpose that is prohibited by this Terms of Use or that is unlawful or indecent or offensive, or to solicit the performance of any activity which infringes the rights of any third persons or any illegal activity.
  - 6.11. The User is responsible for configuring the User's information technology, computer programmes and platform to access the Products. The User should use their own virus protection software.
  - 6.12. The Company has the right to suspend or prematurely terminate the User's access to the Use of the Products if the Company has reason to believe that the use of the Products is carried out or will be carried out by the User in violation of this Terms of Use, or the User, at the discretion of the Company, commits actions that harm or may harm the reputation of the Company or the safety of the Products.

## **7. Applicable law and dispute resolution procedure**

- 7.1. Applicable law to the relations of the Parties to the Contract: the law of the United Kingdom of England and Northern Ireland, without regard to conflict of laws rules.
- 7.2. The claim procedure for resolving disputes under the Terms of Use is mandatory for the Parties. The claim review period is 60 (Sixty) calendar days from the date of receipt of the claim. The proper procedure for submitting a claim is to send a claim in writing, duly executed and signed by an authorized person, by registered mail to the address of the Party specified in the Terms of Use (for the Company), or to the address of the Telegram messenger account (for the User).
- 7.3. If the Parties do not reach a pre-trial agreement on the settlement of the dispute, the dispute is subject to settlement in a competent court in the United Kingdom of Great Britain and Northern Ireland.
- 7.4. The User agrees that any claims related to these Terms of Use or the relationship with the Company should be brought against the other party in court proceedings only on an individual basis, and not as a plaintiff or a member of a group in an alleged class action or representative lawsuit.

## **8. Liabilities of the Parties**

- 8.1. The User is aware and accepts the fact that the Company does not bear any responsibility for the results of using the Products.
- 8.2. The User is notified and agrees about the likelihood of a malfunction in the operation of the Products, both as a result of **(1)** planned technical work, and as a result of **(2)** malfunction, power outages, violation of obligations by third parties and other circumstances that result in the inability to use the Products in whole or in part.
- 8.3. The User is aware and accepts the fact that the counter-provision transferred in favor of the Company as payment for the purchased Tariff is non-refundable and non-exchangeable.
- 8.4. The User undertakes to reimburse the Company for losses caused by payments that were collected from the Company by third parties, including administrative fines from control and supervisory authorities received by the Company due to violations by the User of the provisions of the Terms of Use and legislation.
- 8.5. The Company shall not bear responsibility for indirect, incidental, contingent, actual, punitive or consequential damages including the missed or lost profit, lost data, financial damages related to the Products or otherwise stipulated by the Use of the Products, even if Company has been notified on possibility of such losses. The Company shall not bear responsibility for any losses, obligations or damages resulted from Using of the Products that the User is using or from the User's actions with a view to the Products or the User's lack of the capacity to access the Products or to use the Products.
- 8.6. The Company is not liable for business losses. The Products are for domestic and private use. If the User uses the Products for any commercial, business or resale purpose the Company will have no liability to the User for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 8.7. The Company is not responsible for the quality of the User's access to the Internet and the quality of the Internet connection, as well as in connection with the presence/absence of equipment and software for Internet access, its quality.
- 8.8. The Company is not responsible for failures or other problems in the operation of telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, as well as for failures in the operation of e-mail or scripts (programs).
- 8.9. The Company does not bear any responsibility to the User for losses caused by possible errors and typos in the Products. At the same time, the Company undertakes to take reasonable measures to prevent and correct such errors and typos.
- 8.10. The Company is not responsible for unfair actions of third parties in relation to Products, including, but not limited to, unfair actions to gain access to Product servers, introduce viruses,

other malware, and commit other unfair actions against the Company, Products and third parties. At the same time, the Company undertakes to take a responsible approach to protection algorithms and take reasonable measures to prevent such situations.

- 8.11. The Company is not responsible for any failure or delay in the performance of its obligations if the delay is caused by circumstances beyond the reasonable control of the Company, including, but not limited to, the following circumstances: (1) fire, earthquake, storm, flood, hurricane, inclement weather or other natural disasters, hostilities, terrorism, explosion, sabotage, industrial accidents or strikes; (2) Denial of service attacks (DoS attacks), telecommunication failure, hardware failure, or failure of software provided by a third party to function according to its specifications; (3) Unusually high demand for Products resulting in the inability of software or hardware to function properly; (4) the inability of any third party (including, but not limited to, any bank or other financial institution) to fulfill any obligations to the Company; (5) any other circumstances or events beyond the reasonable control of the Company, including the delay in the fulfillment of obligations by third parties (for example, banks, other financial institutions).

## **9. Intellectual property**

- 9.1. The exclusive rights to the Products, any content, belong to the Company or its contractors, all rights to these objects are protected.
- 9.2. The User does not have the right to perform any actions with the Products and their contents, except for the purpose of fulfilling the Terms of Use.

## **10. License**

- 10.1. Provided the User follow the Terms and Conditions, the Company shall grant to the User limited, non-exclusive, non-sublicensable, revocable, nonnegotiable license for access to the Products and to the Use of the Products on the User's personal device solely for the Using of the Products by the User for the private, noncommercial purposes. Any rights, not explicitly provided herein, shall be reserved by the Company and its licensors. The license shall automatically terminate without notice upon termination of this Terms of Use or when the Tariff ends.
- 10.2. All intellectual property rights in the Products throughout the world belong to us (or our licensors) and the rights in the Products are licensed (not sold) to the User. The User has no intellectual property rights in, or to, the Products other than the right to use them in accordance with these Terms of Use.

## **11. Separation of provisions**

The User and the Company agree that if any part of this Terms of Use or Privacy Policy is found by a competent court to be invalid or unprotectable, in whole or in part, then only such part of this Terms of Use or Privacy Policy that is declared invalid or unprotectable will be considered invalid in this jurisdiction, and only in that part in which she was recognized as such, and this will not affect the validity or possibility of protection in any aspect and in any jurisdiction of other parts of this Terms of Use or Privacy Policy, which remain in full force and effect. At the same time, such invalid provisions are subject to replacement by provisions as close as possible in their meaning to the original ones, which will be recognized as valid in the relevant jurisdiction, and are subject to application in an amended form (including to already established legal relations).

## **12. Assignment**

The Company may assign or transfer these Terms of Use and/or the Privacy Policy in whole or in part to any individual or legal entity at any time with or without the User's consent. The User may not assign or transfer any rights and obligations arising from the Terms of Use or the Privacy Policy without the prior written consent of the Company, and any assignment or transfer of rights made by the User without such consent will be invalid.

### **13. Final provisions**

- 13.1. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Terms of Use . A person who is not a party to this Terms of Use has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Terms of Use but this does not affect any right or remedy of a third party specified in this Terms of Use or which exists or is available apart from that Act.
- 13.2. In everything that is not provided for by the Terms of Use, the User is guided by the information on the Site. Such information is recognized as an integral part of the Terms of Use. In case of contradictions, the information on the Site takes precedence.
- 13.3. Please back-up content and data used with the Products. The Company recommends to the User back up any content and data used in connection with the Products, to protect yourself in case of problems with the Products.
- 13.4. For all questions related to the Terms of Use, the User has the right to contact the Company by sending an email.
- 13.5. The Parties acknowledge that all electronic correspondence between the Parties during the execution of the Terms of Use has legal force, is recognized by the Parties as an integral part of the Terms of Use and can be used as written evidence in resolving disputes.
- 13.6. All documents sent using e-mail, telephones (including messengers) are considered signed using a simple electronic digital signature, as well as having a reliable digital trace of the sending Party, and are equivalent to a written document.
- 13.7. The Parties have agreed on the possibility of using facsimile reproduction of the signature by means of mechanical or other copying (facsimile signature) in order to fulfill the Terms of Use. The Parties acknowledge that a facsimile signature has equal legal force with a handwritten signature.