

## **TERMS AND CONDITIONS**

The Task Tracker website <<https://tasktracker.in/>> and/or application (hereinafter collectively referred to as the “**Sites**”) is an internet-based management portal for businesses, that enables simple and accurate management of tasks for employees and allows them to access information anywhere . It is owned and operated by “**Task Tracker Pvt. Ltd**”, including any person or entity affiliated with TaskTracker [each such person or entity, “Task Tracker Pvt. Ltd ) a company incorporated under the laws of India, with its registered office at 4th/F, H No-15, Pratap Nagar, Mayur Vihar, Mayur Viharphase-1, East Delhi, Delhi, 110091.

These Terms and Conditions (“**Terms**”) set out the terms and conditions on which Task Tracker shall provide the Services to the User through the Sites and form an agreement between You (“You”, “Your”, “User”), and any organization You represent. By registering and/or requesting for a demonstration on the Task Tracker website and/or application (“**Service**”), You agree that these Terms govern Your access to the Sites, your use of the Service and the downloadable software available for utilization with the Service (“**Software**”), and any associated documentation (“Documentation,” and the Documentation, Website, Service and Software are collectively referred to herein as the “Task Tracker Services”). If You are subscribing on behalf of a company, organization or another legal entity (“Entity”), You are agreeing to these Terms on behalf of such Entity. If You are not such Entity’s authorized legal representative, or if You do not agree with the Terms (to include the terms provided in the associated agreements and policies referenced below), do not complete the signup process and/or request for a demonstration. These Terms may be updated or modified by Task Tracker from time to time.

### **Using Task Tracker Services**

When subscribing to use the Service, You must: (a) provide true, accurate, current and complete information about Yourself as requested in the registration form via the “Sign Up” or “Request A Demo” links (such information being the “Registration Data”).

You are responsible for procuring and maintaining the internet connections that connect Your network to the Service, including, but not limited to, "browser" software that supports protocols used by Task Tracker, including the protocols accepted by Task Tracker, and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You or Your Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, Content (which includes "Personal Data," as further defined below) transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Task Tracker. We assume no responsibility for the reliability or performance of any connections as described in this section. Only you and Your authorized Users may use Your account. Be sure to keep Your account credentials confidential, and to contact us right away if You suspect misuse of Your account or Your Content or if You suspect any security breach in the Services. You are responsible for all activities that take place within Your account. Task Tracker will not be liable for any loss or damage arising from any unauthorized use of Your account.

If a third party such as an employer or school gave You Your account, that party has rights to Your account and may (i) manage Your account, reset Your password, or suspend or cancel Your account; (ii) view Your account's usage and profile data, including how and when Your account is used; and (iii) read or store Content in Your account.

### **Acceptable Use of Task Tracker Services**

Access to and use of the Services is governed under these Terms. We retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Services as part of our efforts to protect the Services, protect You and other customers, and/or stop users of the Service from breaching these Terms.

In addition, You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Service available to any third party, other than authorized Users in furtherance of Your internal business purposes as expressly permitted by these Terms; (b) manipulate the Service to assign to Users in your organization free external user roles to avoid payment for Task Tracker by such users; (c) use the Service to process data on behalf of any third party, except where such third party is a subscriber to the Service and only as expressly authorized by such subscriber to the

Service; (d) modify, adapt, or hack the Service or otherwise attempt to gain unauthorized access to the Service or related systems or networks; (e) falsely imply any sponsorship or association with Task Tracker; (f) use the Service in any unlawful manner, including but not limited to violation of any person's privacy rights; (g) use the Service to send unsolicited or unauthorized bulk mail, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (h) use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights; (i) use the Service in any manner that interferes with or disrupts the integrity or performance of the Services and its components; (j) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Task Tracker Services; (k) use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (l) use the Service to knowingly post transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("Malicious Software"); or (m) attempt to use, or use the Service in violation of these Terms.

You are responsible for compliance with the provisions of these Terms and for any and all activities that occur under Your account, as well as for all Content. Without limiting the foregoing, you are solely responsible for ensuring that use of the Service to store and transmit Content is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations You may maintain or enter into with Users. You also maintain all responsibility for determining whether the Task Tracker Services or the information generated thereby is accurate or sufficient for Your purposes. Access to and use of the Service is restricted to the specified number of individual Users permitted under Your subscription to the Service. You agree and acknowledge that each User will be identified by a unique username and password ("Login") and that a User may only be used by one (1) individual. You will not share a User Login among multiple individuals. You and Your Users are responsible for maintaining the confidentiality of all Login information for Your account.

We reserve the right to temporarily suspend your access to and use of a Service: (a) during planned downtime for upgrades and maintenance to the Service (of which We will use commercially reasonable efforts to notify You in advance both through Our Site and a notice to Your account owner and Agents) ("Planned Downtime"); (b) during any unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond Our reasonable control (including, without limitation, inability to access the Internet), or

acts undertaken by third parties, including without limitation, distributed denial of service attacks; or (c) if We suspect or detect any Malicious Software connected to Your account or use of the Service by You and other Users. In either circumstance, we will make commercially reasonable efforts to notify You in advance if access to the Services becomes unavailable. We further reserve the right to suspend your Service account, at our discretion, in case of a violation of these Terms.

### **Confidentiality of Information**

**Obligations.** The recipient will only use the disclosing party's Confidential Information to exercise the recipient's rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the disclosing party's Confidential Information. The recipient may disclose Confidential Information only to its Affiliates, employees, agents, or professional advisors ("Delegates") who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that its Delegates use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement.

**Required Disclosure.** Notwithstanding any provision to the contrary in this Agreement, the recipient or its Affiliates may also disclose Confidential Information to the extent required by applicable law; provided that the recipient or its Affiliate uses commercially reasonable efforts to: (a) promptly notify the other party before any such disclosure of its Confidential Information; and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (a) and (b) above will not apply if the recipient determines that complying with (a) and (b) could (i) result in a violation of the applicable law; (ii) obstruct a governmental investigation; or (iii) lead to death or serious physical harm to an individual.

“Confidential Information” shall mean all information disclosed by You to the relevant Task Tracker Party or by the Task Tracker Party to You which is in tangible form and labelled “confidential” or which a reasonable person would reasonably understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to information relating to the Task Tracker Party's security policies and procedures. For purposes of these Terms, these Terms as well as Content shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving party at the time of disclosure by the

disclosing party; (b) was or is obtained by the receiving party by a third party not known by the receiving party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of these Terms or another valid agreement between the Parties; or (d) was or is independently developed by the receiving party without use of the disclosing party's Confidential Information.

## **Data Privacy and Security**

Task Tracker will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Content. These safeguards include encryption of Content in transmission (using TLS or similar technologies), except for Other Services (as defined herein) that may be connected to the Service by third parties that do not support encryption, which you may link to through the Service at Your election. Our compliance with the provisions of this Section shall be deemed compliance with Our obligations to protect Content, including specifically Personal Data.

You are solely responsible for Your Content, which we define as any Content You upload, store, process and/or share using the Service or any Content that is shared with You. Such Content includes "Personal Data," which is defined herein as any information relating to an identified or identifiable natural person where an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity. You will: (a) be solely responsible for the nature, quality and accuracy of the Content; (b) ensure that the Content (including the storage or transmission thereof) complies with these Terms and any and all applicable laws; (c) promptly handle and resolve any notices and claims relating to the Content, including any notices sent to You by any person claiming that any Content violates any person's rights; and (d) maintain appropriate security, protection and backup copies of the Content, which may include, Your use of additional encryption technology to protect the Content from unauthorized access.

In subscribing to and/or using the Service You represent and warrant that: (a) You have all the rights in the Content contained in Your account; and (b) the storage, use or transmission of the Content doesn't violate any law or these Terms. Except for material that we license to you, we don't claim ownership of any Content that is transmitted, stored, or processed in Your account. We also don't control, verify, or endorse the

Content that you and others make available on or from your account using the Services. Notwithstanding the foregoing, you hereby grant Task Tracker, its employees and agents the right, to use, modify, adapt, reproduce, distribute, display and disclose Content posted on your account solely to the extent necessary to provide the Services or as otherwise permitted by these Terms. Task Tracker has no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any Content.

### **Intellectual Property Rights**

Each of us shall maintain all rights, title and interest in and to all our respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, “Intellectual Property Rights”). The rights granted to you and Users to use the Services under these Terms do not convey any additional rights in the Service, or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service as expressly stated herein, all rights, title and interest in and to the Task Tracker Services and all hardware, Software, Additional Services and other components of or used to provide the Services, including all related Intellectual Property Rights, will remain with the Task Tracker Party and belong exclusively to the Task Tracker. Task Tracker shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit, and/or incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You, Users or other third parties acting on Your behalf. Task Tracker and other product and service names, and logos used or displayed on the Service are registered or unregistered trademarks of one or more members of Task Tracker (collectively, “Marks”), and You may only use applicable Marks to identify You as a Subscriber; provided You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Us, Our services or products.

### **Third Party Services and Content**

In these Terms, “Other Services” means third party products, applications, services, software, products, networks, systems, directories, websites, databases and information which the Service links to, or which

You may connect to or enable in conjunction with the Service, including, without limitation, Other Services which may be integrated directly into Your account. If You decide to enable, access or use Other Services, be advised that Your access and use of such Other Services is governed solely by the terms and conditions of such Other Services, and we do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle data (including Content) or any interaction between You and the provider of such Other Services. You irrevocably waive any claim against Task Tracker with respect to such Other Services. We are not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Other Services, or your reliance on the privacy practices, data security processes or other policies of such Other Services. You may be required to register for or log into such Other Services on their respective websites. By enabling any Other Services, you are expressly permitting Task Tracker to disclose Your Login as well as Content as necessary to facilitate the use or enablement of such Other Services.

### **Service Provider Terms**

Task Tracker may be obliged to pass through certain terms from its service providers. You must comply with all such service provider terms. The current service provider terms are set forth at the end of these Terms. Task Tracker may also make them available on its website.

### **Viruses**

You understand that Task Tracker cannot and does not guarantee that files being downloaded from the Sites and/or internet will be free of viruses or bugs. Users are responsible for securing sufficient anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Service and Sites for any reconstruction of any lost data.

### **Disclaimer of Warranties**

The site and the Task Tracker services, including other services and all server and network components which facilitate the provision of the Task Tracker services, are provided on an “as is” and “as available” basis, without any warranties of any kind to the fullest extent permitted by law, and we expressly disclaim

any and all warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. you acknowledge that we do not warrant that the Task Tracker services and/or other services will be uninterrupted, timely, secure, error-free or free from viruses or other malicious software, and no information or advice obtained by you from us or through the Services shall create any warranty not expressly stated in these terms.

## **Indemnification**

We will indemnify and hold you harmless, from and against any claim against you by reason of your use of the Service only as permitted hereunder, brought by a third party alleging that the use of such Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). We shall, at our expense, defend such IP Claim and pay damages finally awarded against you in connection therewith, including the reasonable fees and expenses of the legal proceedings engaged into by the Task Tracker or Task Tracker Party for such defense, provided that (a) You promptly notify Task Tracker of the threat or notice of such IP Claim; (b) We will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim; and (c) You fully cooperate with Task Tracker in connection therewith. If use of the Service by You or Your Users has become, or in Our opinion is likely to become, the subject of any such IP Claim, we may at its option and expense: (a) procure for you the right to continue using the Service as set forth hereunder; (b) replace or modify the Service to make it non-infringing; or (c) if options (a) or (b) are not commercially reasonable or practicable as determined by the Task Tracker, terminate Your subscription to the Service and repay You, on a pro-rated basis, any Subscription Charges previously paid to Task Tracker for the corresponding unused portion of Your Subscription Term for such Service. We will have no liability or obligation under this Section with respect to any IP Claim if such claim is caused in whole or in part by: (i) compliance with designs, data, instructions or specifications provided by You; (ii) modification of the Service by anyone other than Task Tracker; or (iii) the combination, operation or use of the Service with other hardware or software where the Service would not by itself be infringing. The provisions of this Section state the sole, exclusive and entire liability of Task Tracker and any Task Tracker Party to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of the Service by You or any of Your Users.

You agree to indemnify, defend and hold Task Tracker, Task Tracker Parties and their respective directors, officers, employees and agents harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including costs of legal proceedings), arising out of or in connection with (i) Your use of the Services by You in a manner not authorized by or in violation of these Terms (to include any other agreement or policies referenced herein), and/or applicable law, (ii) any other breach by You of these Terms, or (iii) Your Content, including but not limited to any claim involving infringement or misappropriation of third-party rights, violations of the right of privacy or publicity, and/or the use, development, design, manufacture, production, advertising, promotion and/or marketing of Your Content; provided that We promptly notify you of the threat or notice of such claim.

### **Limitation of Liability**

To the fullest extent permitted by law, in no event will Task Tracker or any Task Tracker party, or their respective officers, employees, agents, distributors, resellers or licensors be liable for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, lost data, business interruption, revenue, goodwill, use or content) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, strict liability, negligence or otherwise, even if we has been advised as to the possibility of such damages. To the maximum extent permitted by applicable law, the aggregate liability of Task Tracker or Task Tracker party relating to the Task Tracker services, and their respective officers, employees, licensors or agents, shall in no event exceed the subscription charges for such service paid by you during the twelve (12) months prior to the first event or occurrence giving rise to such liability. You acknowledge and agree that the essential purpose of this section is to allocate the risks under these terms between the parties and limit potential liability given the subscription charges, which would have been substantially higher if we were to assume any further liability other than as set forth herein. Task Tracker has relied on these limitations in determining whether to provide you the rights to access and use the services provided for in these terms. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose. Some jurisdictions do not allow the limitation of incidental, consequential or other damages, and in such an event this limitation will not apply to you to the extent prohibited by law. We shall also not be held liable for any delays, delivery failures, or other damages or other problems resulting from use of the internet.

## **Copyright Complaints and Removal Policy**

TaskTracker does not tolerate content that appears to infringe any Intellectual Property rights. We shall handle all notices of alleged copyright infringement that comply with our DMCA Policy, and We reserve the right to delete or disable Content alleged to violate these Terms and to terminate repeat infringers.

## **Arbitration**

In case of any disputes arising out of your use of our Services, you shall be bound to submit all disputes and differences howsoever arising out of or in connection with this, to arbitration by a single arbitrator, so nominated mutually by you and TaskTracker ("*Parties*"). The arbitration shall in all matters be governed by the Arbitration and Conciliation Act, 1996, and any amendments thereto.

The place of arbitration shall be New Delhi, India. The language to be used in the arbitration proceedings shall be English. The award of the arbitration proceedings will be final and binding on both Parties to the Agreement.

## **Governing Law**

These Terms (and any Additional Terms, as defined herein) shall be governed by the laws of India. You hereby expressly agree to submit to the exclusive personal jurisdiction of the courts located in New Delhi, India or the purpose of resolving any dispute relating to these Terms or access to or use of the Service by You.

## **Force Majeure**

Except for performance of a payment obligation, neither party shall be liable under these Terms for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control. If the force majeure continues for more than thirty (30)

calendar days, then either party may terminate Your Account for convenience upon written notice to the other party.

### **Severability**

If any provision of these Terms, or a portion thereof, shall be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that portion shall be eliminated or limited to the minimum extent necessary so that these Terms shall remain in full force and effect and enforceable.

### **Survival**

The following sections will survive the expiration, termination or rescission of these Terms: Confidential Information, Data Privacy and Security, Intellectual Property Rights, Fees and Billing (if and as may be applicable), Suspension and/or Termination, Limitation of Liability, Disclaimer of Warranties, Governing Law.

### **Entire Agreement**

These Terms together with any Form, Privacy Policy and Cookie Policy, and any other agreements and policies referenced herein (which are incorporated into these Terms by reference) and any subsequent written amendments thereto (which could include email communications between the parties) represent the sole, exclusive and integrated mutual understanding of the parties concerning Your use of the Services, and supersedes and cancels all previous and contemporaneous written and oral agreements and communications between the parties relating to the subject matter of these Terms. These Terms and any Form(s) shall apply in lieu of the terms or conditions in any purchase order or other order documentation You or any Entity which You represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either party with respect to the subject matter hereof; provided that any revisions to these Terms shall only be binding to Task Tracker if executed in a writing expressly overriding these Terms and signed by both Parties.

Notwithstanding the foregoing, additional terms may apply to certain features, functionality, or services We offer as part of or distinct from the Service, including Associated Services (the “Additional Terms”). In those instances, We will notify You of such Additional Terms prior to the activation of these features, functionality, or services and the activation of these features, functionality, or services in Your Account will be considered acceptance of the Additional Terms. All such Additional Terms will be considered incorporated into these Terms when You or any Agent authorized as an administrator in Your Account activate the feature, functionality, or service. Where there is a conflict between these Terms and the Additional Terms, the Additional Terms will control.

We may amend these Terms from time to time, in which case the new Terms will supersede prior versions. Your continued use of the Service following the effective date of any such amendment may be relied upon by Task Tracker as Your consent to any such amendment. Our failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of the Terms.

## **Notices**

All notices by Task Tracker may be delivered to you by e-mail, posting a notice on the Service and Sites or any other method we choose, and such notice will be effective on dispatch. You must give notice to Task Tracker in writing with respect to all legal notices, and you must use the following physical or email address:

- (i) 4th/F, H No-15, Pratap Nagar, Mayur Vihar, Mayur Viharphase-1, East Delhi, Delhi, 110091 ; or
- (ii) [support@tasktracker.in](mailto:support@tasktracker.in).

## **Third Party Service Provider Terms**

The Service and Sites may provide: (1) information and content provided by third parties; (2) links to third-party websites or resources, such as sellers of goods and services; and (3) third-party products and services for sale directly to you. Task Tracker is not responsible for the availability of such external Sites or resources, and does not endorse and is not responsible or liable for (i) any content, advertising, products, or other materials on or available from such sites or resources, (ii) any errors or omissions in these websites or

resources, or (iii) any information handling practices or other business practices of the operators of such sites or resources. You further acknowledge and agree that Task Tracker 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 use of or reliance on any linked sites or resources. Your interactions with such third parties will be governed by the third parties' own terms of service and privacy policies, and any other similar terms.

### **Your location information**

We collect information about your location when you use our services, which helps us offer features like Attendance punch in & out location and task close location

Your location can be determined with varying degrees of accuracy by:

- GPS and other sensor data from your device
- IP address

The types of location data that we collect and how long we store it depend in part on your device and account settings. For example, you can turn your Android device's location on or off using the device's settings app.

We use this information to deliver our services only and not for any third party application, aggregator or seller platform.