



Terms of Service

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1. The most important things You need to know when using taskmind

1.2 Jurisdiction Restrictions: If the law of Your country prohibits You from using the Products because You're under the age limit or just because the Products are not allowed in Your country, please don't use them.

1.3 This Agreement: These Terms of Service together with all updates and any Additional Terms applicable to Your use of the taskmind Software, taskmind Website and Products, collectively constitute the legal agreement between You and taskmind. To agree to these Terms of Service, click "Agree". If You do not agree to these Terms of Service, do not click "Agree", and do not use the Products. Please make sure You have read and agreed to the [End User License Agreement](#), [Privacy Policy](#) and the taskmind [Etiquette](#), and any other Additional Terms which apply to Your use of the taskmind Software, taskmind Website and Products. In some countries the Products may be provided by our local partner. If so, You will be asked to accept the partner's own terms of services, which will supersede these Terms of Service in case of conflict. You should print off or save a copy of these Terms or Service for your records.

2. Definitions

Capitalised terms (from the original German version) that are not defined in these Terms of Service shall have the meaning given to them in the End User License Agreement. In addition the following terms and expressions shall have the following meanings:

Product(s): the products provided by taskmind in accordance with these Terms of Service;

taskmind: Catalysts GmbH located at Gruberstraße 19, 4232 Hagenberg, Austria;

Terms of Service: these terms of service as may be renewed and/or amended from time to time.

3. What You should and should not expect from us

These should be Your expectations when You use taskmind:

3.1 Quality: taskmind will try to provide the Products with minimum disruptions. However please understand that taskmind cannot guarantee that the Products will always function without disruptions, delay or other imperfections. Since the Products may be transmitted through public Internet lines and the public switched telephone network ("PSTN"), there may be power outages or Internet service disruption and You may experience some disruptions.

3.2 Technical improvement and maintenance: taskmind may change technical features in order to keep pace with the latest demands and technological developments or to comply with any regulations. taskmind may also have to repair, improve, and/or upgrade the Products and this may require us to restrict, limit, suspend, interfere and/or interrupt the Products.

3.3 Content of communications: taskmind does not control, or have any knowledge of the content of any communication(s) spread by the use of the Products. The content of the communication is entirely the responsibility of the person from whom such content originated. You, therefore, may be exposed to content that is offensive, illegal, harmful to minors, indecent or otherwise objectionable.



4. What we expect from you

4.1 Information: You will be required to provide taskmind in good time with any data or information necessary for a proper provision of the Products.

4.2 No reselling: You agree not to resell the Products to any third party.

4.3 Indemnity: You agree to indemnify, defend and hold taskmind harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by such parties, in connection with or arising out of your violation of these terms of service, any applicable law or regulation, or the rights of any third parties related to the use of the taskmind products.

5. Payment and tariff Issues

taskmind Credit: You need to pay to use certain Products. To purchase payable Products You need a sufficient balance of taskmind credit, which is credit purchased by You (or an Administrator of a Business Control Panel) from taskmind and allocated to Your User Account ("taskmind Credit"). You must deposit sufficient taskmind Credit in Your User Account through Your debit or credit card, PayPal, promotional voucher, or other means which may be made available by taskmind. taskmind reserves the right to stop accepting debit or credit cards from one or more issuers.

5.5 PAYMENT

5.5.1 Charges and rates

(i) Products: You shall pay taskmind any applicable charges and rates as stated on the taskmind Website in connection with Your purchase and use of the Products. You will be able to pay with taskmind all available payment methods.

(iv) The duration of a call shall be based on one-minute increments. Fractions of minutes will be rounded up to the next minute. The connection fee, where applicable, will be charged at the beginning of the call. During the call, charges incurred will be deducted automatically from Your account.

5.5.2 Change of charges and tariffs

(i) taskmind may change the rates at any time by giving a thirty (30) day notice of such change on the taskmind Website.

(iii) The new rate will apply to Your next purchase after the adjustments have been published on the taskmind Website. You agree that by continuing to purchase and/or use the Products following the adjustments of the rates, You accept the new rates.

(iv) taskmind may change the charges payable for the purchase of Products at any time without any notice to You. You can choose whether or not to accept the new charges prior to completing Your next purchase of the applicable Product. The new charge will apply to Your next purchase after the adjustments have been published on the taskmind Website. You agree that by continuing to use the Products following the adjustments of the charges, You accept the new charges.

5.5.3 Tax: 20% Austrian VAT generally applies if You are located in the EU and if You don't have a VAT registration number. Local taxes may apply in certain countries. When You purchase a voucher depending on the country, local VAT or other taxes may apply and may be deducted from the value of the voucher upon redemption. The territories in the EU set out below are exempt from VAT under Council Directive 2006/112/EC on the common system of VAT. The taskmind Website does not enable users in such territories to take advantage of this VAT exemption and we therefore do



not provide the Products in such territories: Mount Athos, Canary Islands, French Overseas Departments, Aland Islands, Channel Islands, Heligoland Island, Busingen Territory, Ceuta, Melilla, Levigno, Campione d'Italia and Italian Waters of Lake Lugano.

5.5.5 Charged in error: In the event You believe that taskmind has charged You in error, You must contact taskmind's customer services within 90 days after such charge. No refunds will be given for any charges which are more than 90 days old.

6. taskmind's liability to You

6.1 Limitation of Liability: In no event shall taskmind, its licensors or the taskmind staff be liable, whether in contract, warranty, tort (including negligence), or any other form of liability, for:

- (i) any indirect, special, incidental or consequential damages; and
- (ii) any loss of income, business or profits (whether direct or indirect).

6.2 The limitations on taskmind's liability to you in paragraph 6.1 above shall apply whether or not taskmind or the taskmind staff have been advised of the possibility of such losses or damages arising.

6.3 Nothing in this agreement is intended to exclude or restrict or shall be construed as excluding or restricting the liability of taskmind for (i) the death or personal injury caused by the negligence of taskmind, the taskmind staff or its agents, or (ii) any liability which cannot be limited or excluded by law.

6.4 taskmind's total liability under or in connection with these terms of service (whether in contract, tort (including negligence) or otherwise shall not exceed in aggregate the amount paid by you for the products (where relevant) in the 12 month period prior to the date of the event giving rise to the relevant claim, subject to a maximum of 5,000 euro in all cases irrespective of whether you have paid for the products (unless the loss is due to taskmind's willful default or gross negligence).

6.6 Specific disclaimer of liability for content: taskmind disclaims any and all responsibility or liability in relation to the content made available through the products or any content, products or services provided by third parties referred to in paragraph 11 below. Neither taskmind nor its officers, employees or affiliates may be held liable whether in contract, warranty, tort (including negligence), or any other form of liability for any claim, damage, or loss, (and you hereby waive any and all such claims or causes of action), arising from or relating to all such content, products or services.

6.7 Jurisdiction's Limitations: As some jurisdictions do not allow some of the exclusions or limitations as established above, some of these exclusions or limitations may not apply to You. In that event the liability will be limited as far as legally possible under the applicable legislation.

6.8 Force Majeure: You acknowledge and understand that if taskmind is unable to provide the Products as a result of a force majeure event taskmind will not be in breach of any of its obligations towards You under these Terms of Service. A force majeure event means any event beyond the control of taskmind. In the event taskmind is affected by a force majeure event, it shall promptly notify You of the estimated extent and duration of its inability to perform or delay in performing its obligations, on a reasonable efforts basis. taskmind shall not have any liability to you whether in contract, warranty, tort (including negligence), or any other form of liability for failing to perform its obligations under this agreement to the extent that such failure is as a result of a force majeure event.

7. How long does your agreement with taskmind last for?

7.1 Duration: The agreement will be effective as of the date of Your acceptance thereof by clicking on the accept button or similar buttons or links as may be designated by taskmind, or the date of Your first use of any of the Products, whichever occurs earlier, and will remain effective until terminated by either taskmind or You as set out below.

7.2 Termination: You may terminate Your agreement with us at any time. Without limiting other remedies, taskmind may terminate these Terms of Service with immediate effect, automatically and without recourse to the courts, and may limit, suspend, or terminate Your use of the Products, prohibit access to taskmind's website, remove hosted content, and take technical and legal steps to keep You off the taskmind Website if we think that You are in breach of these Terms of Service, creating problems, possible legal liabilities, acting inconsistently with the letter or spirit of our policies, infringing someone else's intellectual property rights, engaging in fraudulent, immoral or illegal activities, taskmind or for other similar reasons, with immediate effect and without recourse to the courts. taskmind shall effect such termination by preventing Your access to Your User Account and to the Products and taskmind Software. If You provided a valid email address, taskmind may provide notice to You by email.

7.3 Update: taskmind reserves the right to modify these Terms of Service at any time by publishing the revised Terms of Service on the Website, which shall become effective within thirty (30) days from the date of publication, unless You expressly accept the revised Terms of Service earlier by clicking on the accept button. Your continued use of the Products after expiry of the 30-day period shall constitute Your acceptance to be bound by the terms and conditions of the revised version of the Terms of Service. If You do not wish to accept these revised Terms of Service, You are entitled to terminate Your User Account by contacting our customer support team, with effect from the date on which the revised Terms of Service would become effective. You can find the latest version of these [Terms of Service](#).

8. Additional terms for taskmind for Your Mobile

8.1 taskmind for Your Mobile: You may use some of the features of taskmind through your iPhone. Check the [Apple App Store](#) for functionality available to You. taskmind reserves the right to add or withdraw functionality available for taskmind Software mobile applications at any time. To enable and use taskmind Software mobile applications, You will need access to a mobile data network. You will also need to download and install the mobile version of taskmind Software into Your mobile device and accept the End User License Agreement and the Privacy Policy.

8.2 Limited availability and usage: It is possible that some of the functionality for taskmind Software mobile applications is not available globally. Furthermore, it is possible that usage of taskmind Software mobile applications is cost effective within defined territories only. You understand that it is in Your own interest to use taskmind Software mobile applications only as recommended by taskmind. Out-of-country usage may lead to significantly higher costs than regular usage, and You are solely responsible for keeping Yourself informed and paying for possible roaming and other applicable charges.

9 Additional terms for Auto-Charge

9.1 The Auto-Charge feature will be automatically enabled when You pay taskmind charges, unless You untick the box. You will be recharged with the same amount and by the same payment method chosen when You first sign up for Auto-Charge, unless you subsequently change the



amount by accessing Your User Account. If You do not want to enable Auto-Charge, please untick the box.

9.2 You can disable Auto-Charge at any time by accessing Your User Account.

10. Miscellaneous

10.1 Entire Agreement: The terms and conditions of these Terms of Service and any applicable Additional Terms constitute the entire agreement between You and taskmind with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter. Nothing in this clause shall exclude or restrict the liability of either You or taskmind arising out of fraud or fraudulent misrepresentation.

10.2 Partial Invalidity: If any provision of these Terms of Service, or any part of a provision, is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, and the provision (or part-provision) in question is not of a fundamental nature to the Terms of Service as a whole, the legality, validity or enforceability of the remainder of the Terms of Service (including the remainder of the term which contains the relevant provision) shall not be affected.

10.3 No waiver: The failure to exercise, or delay in exercising, a right, power or remedy provided by the Terms of Service or by law shall not constitute a waiver of that right, power or remedy. If taskmind waives a breach of any provision of the Terms of Service this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

10.4 Assignment: You are not allowed to assign the Terms of Service or any rights hereunder. taskmind is allowed at its sole discretion to assign the Terms of Service or any rights hereunder to any third party, without giving prior notice.

10.5 Applicable Law and Competent Court: The Terms of Service shall be governed by and interpreted in accordance with the laws of Austria and shall be subject to the jurisdiction of the courts of the district of Austria.

10.6 Language: The original German version of the Terms of Service may have been translated into other languages. In the event of inconsistency or discrepancy between the German version and any other language version, the German language version shall prevail.

10.7 Survival: The terms of paragraphs 4.3 und 6 of this Agreement, and any other provision of the Additional Terms which is expressed to survive or operate in the event of termination, shall survive termination of this Agreement and the applicable Additional Terms for whatever reason.

You expressly acknowledge that you have read this agreement and understand the rights, obligations, terms and conditions set forth herein. By clicking on the accept button or by using the products you expressly consent to be bound by its terms and conditions and grant to taskmind the rights set forth herein.

