

Global Tasks - Terms and Conditions

Date of last revision: September 2020

THESE TERMS AND CONDITIONS APPLY TO YOUR USE OF OUR SERVICE SO PLEASE READ THEM CAREFULLY

1. Introduction

1. We are LexAble Services Limited, a company registered in England (company number 11926878). Our registered office is 10 Bridge Street, Christchurch, England, BH23 1EF.
2. We provide our task management tool (**Service**) through our website available at globaltasks.net (**Website**) and our mobile application available from the App Store and Google Play.
3. These terms and conditions set out our commitment to you and your commitment to us in respect of your use of the Service. If you wish to subscribe to use the Service then we require you to accept these terms and conditions.

2. The Service

1. The Service allows users to create tasks/appointments and otherwise helps users organise their time efficiently around the distractions of day to day life.
2. We may add new features to the Service from time to time. Further details of the features that are available as part of the Service are available on request.
3. As part of the Service, we provide a support helpline to assist you in relation to your use of the Service. We generally provide support between [9am and 5pm] on business days. If you require support, please contact us on 02921 257 137 or at hello@lexableservices.com.

3. The Subscription Process

1. You may request to use the Service by completing the subscription process available at globaltasks.net (**Subscription Process**). You will need to use your Google account and enter your Access Code (referred to in paragraph 4.1 below) in order to complete the Subscription Process.
2. By completing the Subscription Process, you confirm that you accept and agree to be bound by these terms and conditions. You may not use the Service if you do not accept these terms and conditions.
3. Where we accept your subscription, we will send you a confirmation in writing (which may be by email) confirming our acceptance of your subscription (**Subscription Confirmation**). A contract between you and us for the provision of the Service (**Contract**) is formed at the time that we send you a Subscription Confirmation. The Contract comprises the Subscription Confirmation and these terms and conditions.
4. You may subscribe to the Service for one or more subscription periods of 1 year, 3 years or such other period as we may agree from time to time (each such period a **Subscription Period**). The first Subscription Period will start on the date on which the Contract is formed.

4. Fees and payment

1. We charge a fee for the Service for each Subscription Period (**Subscription Fee**).

2. The Subscription Fee may be payable by you or a third party (such as an educational establishment or government body) on your behalf. Upon payment of the Subscription Fee, an access code will be issued to you or the relevant third party that is paying the Subscription Fee on your behalf (**Access Code**). You will need the Access Code to complete the Subscription Process.
3. If any of our fees are not paid by the date payment is due, we reserve the right (without prejudice to any other rights that we may have at law and/or under these terms and conditions) to suspend provision of the Service from the due date until the date that all outstanding fees are paid in full.
4. We may from time to time change the fees for the Service. Any changes to your Subscription Fees will only apply to you when you renew your subscription for a further Subscription Period. We will advise you of any change to the Subscription Fee at least 30 days before the start of any new Subscription Period.

5. Access via the internet

1. The Service is accessed via the internet. You are responsible for providing suitable computers or mobile devices to access the Service and for any telecommunications costs you incur in connection with your use of the Service. Please note that the quality of your computers or mobile devices and the quality of your internet connection will affect your use of the Service.
2. You should also check that your computers and mobile devices have suitable protection, such as virus protection.

6. Your use of the Service

1. You may only use the Service for its intended purpose (as described in paragraph 2 and set out in the Service) and within the scope of use set out in the relevant Subscription Confirmation. You must not **(i)** resell or otherwise provide the Service to any other person; **(ii)** interfere with the Service or attempt to gain access to any part of the Service or other related systems or networks to which access is restricted; **(iii)** attempt to copy, modify or reverse engineer any part of the Service; or **(iv)** access or use the Service (or permit any other person to access or use the Service) for the purpose of monitoring the availability, performance or functionality of the Service or for any other benchmarking or competitive purposes.
2. We do not allow any illegal activities to take place through the use of our Service. You agree to use our Service for lawful purposes only and in a manner which is consistent with any and all applicable laws and regulations in the country in which you access the Service. Your use of the Service must not infringe the rights of, or restrict or inhibit the use and enjoyment of the Service by, any other person.
3. You may not use the Service to store, publish, post, disseminate or distribute: **(i)** any inaccurate, misleading, defamatory, obscene, pornographic, abusive, offensive or unlawful material; or **(ii)** any material that is in breach of any intellectual property or other right of a third party. You acknowledge and agree that we have the right to remove any material from the Service that, in our opinion, breaches the requirements of this paragraph 6.3.

7. Information

1. We aim to keep all information available to you in relation to the Services up to date, however please note that information we provide may, at times, be incomplete, out of date or inaccurate. If you wish to rely on any information we provide then we recommend that first you confirm with us that the information you wish to rely on is correct. If there is any conflict between the information that we provide to you about the Service from time to time and these terms and conditions then these terms and conditions shall prevail.

2. We rely on the information you provide to us, particularly the information you give us as part of the Subscription Process. It is your responsibility to keep us informed of any changes to this information and to ensure that it is accurate and kept up to date.

8. Third Party Content

1. Where we provide or make available to you links to, or content derived from, third party websites or publications as part of the Service ("**Third Party Content**"), we do so for information purposes only. We are not responsible for any Third Party Content provided or made available to you as part of the Service. You use Third Party Content entirely at your own risk and we accept no responsibility for your use of Third Party Content.
2. You are solely responsible for obtaining and maintaining all licences, consents and authorisations necessary to enable you to use any Third Party Content that you obtain using the Service. You may not otherwise distribute, disseminate, show in public or create any derivative works of any Third Party Content or other materials that are not yours that you find on, or copy or download from, the Service.

9. Availability

Our aim is to make the Service available for use at all times, but we cannot, and do not, guarantee availability either generally or at any particular time. There will be times when the Service is unavailable to you. Such unavailability may be planned (for example, where we are carrying out planned maintenance or upgrades) or unplanned (for example, where there is a hardware or software failure). You acknowledge and understand that you will not be able to use the Service when it is unavailable.

10. Personal Data

Details of how we may use personal data that we collect from you are set out in our Privacy Policy, which is available at globaltasks.net/legal/privacy

11. Suspension of the Service

We may suspend provision of the Service to you during any period that you are in breach of the Contract.

12. Termination of the Contract

1. The Contract will automatically terminate at the end of the Subscription Period.
2. Either party may terminate the Contract with immediate effect by giving the other party notice of such termination by email or post if the other party commits any material or repeated breach of the Contract and either that breach is not capable of remedy, or, if capable of remedy, the other party fails to remedy the breach within 14 days of being notified of it.
3. We may terminate your subscription to the Service with immediate effect by giving you notice of such termination by email or post if:
 - (a) you fail to pay us on time for any amount you owe us under the Contract; or
 - (b) we decide to cease providing the Service.
4. On termination of the Contract:
 - (a) all Subscription Fees paid prior to the date of termination of the Contract are non-refundable unless we decide to cease providing the Service, in which case we will refund you (or the third party that paid for the Service on your behalf) on a pro-rata basis for the portion

of the Subscription Period in which the Contract is terminated that falls after the date of termination; and

- (b) you remain liable to pay us any part of the Subscription Fee for the Subscription Period in which the Contract is terminated that remains outstanding as at the date of termination of the Contract and you must pay us any such outstanding amount in full within seven days of the date of termination.
- 5. Any termination of the Contract shall not prejudice or affect any right of action or remedy which shall have accrued up to the date of termination.
- 6. We will cease to provide the Service to you from the date of termination of the Contract.
- 7. Paragraphs 4 and 12 to 20 (inclusive) of these terms and conditions shall survive termination of the Contract and shall continue to apply as shall any other provision which by its nature is intended to survive termination of the Contract.

13. Our liability to you

- 1. Nothing in these terms and conditions shall exclude or limit our liability for: (i) death or personal injury arising from our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be limited or excluded by law (including your statutory rights). This provision overrides all other provisions of these terms and conditions.
- 2. Subject to paragraph 13.1, we shall not be liable to you under any statute or in contract, tort (including negligence) or otherwise for any failure to carry out, or delay in carrying out, our obligations under these terms and conditions arising out of or in connection with your breach of these terms and conditions.
- 3. Our Service is intended for domestic and private use and is not intended to be used in a business context. Subject to paragraph 13.1, we shall not be liable to you under any statute or in contract, tort (including negligence) or otherwise for any loss of profit, loss of business, business interruption or loss of business opportunity if you decide to use our Service for any commercial, business or resale purposes.

14. Circumstances beyond our control

We will not be liable to you for any breach of or delay in the performance of our obligations under these terms and conditions to the extent that the breach or delay is directly or indirectly due to circumstances beyond our reasonable control, which shall include, without limitation, fire, flood, storm, other natural event, act of God, explosion, lock-out, civil disturbance, war, strikes, malicious damage or attacks, or breakdown of plant, equipment or machinery.

15. Confidentiality

Each party shall keep confidential any information of a confidential nature disclosed to it by the other. Nothing in this paragraph shall apply to any information which is (or becomes) available to the public other than by breach of these terms and conditions or where the party receiving the information already possesses it or obtains it from a third party in circumstances in which the disclosing and receiving parties are free to disclose it.

16. Intellectual property

- 1. We own or are licensed to use all copyright, trade marks and other intellectual property rights in and/or relating to the Service. You may use those intellectual property rights only to the extent that you need to use the Service.
- 2. We may also claim trade mark and service mark rights in marks contained within the Service. Other trade marks and names may be used as part of the Service to refer to the entities claiming

the marks and names of their product and/or services. We disclaim any proprietary interest in the marks and names of others.

17. Amendments

We may amend these terms and conditions at any time. If we do this we will post a revised version on the Service and, if you have subscribed to the Service, we may send you an email notifying you of the change. Unless we inform you otherwise, a change will take effect seven days after the date that we post it on the Service. Unless you inform us otherwise, your use of the Service after the date a change takes effect will constitute your acceptance of the change. If an amendment is not acceptable to you then you should stop using the Service and contact us to request a refund, on a pro-rata basis, for any portion of a Subscription Period for which you have paid for but no longer wish to use the Service. Any such refund will be issued to you or the relevant third party that paid for the Service on your behalf.

18. Other terms

1. Your subscription to the Service is personal to you. You may not without our prior written consent assign or transfer all or any part of your rights, benefits or obligations under these terms and conditions to any third party.
2. No third party shall have any rights under or in connection with these terms and conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.
3. No delay or failure by us in exercising or enforcing any right or remedy under these terms and conditions will be deemed to be a waiver of any such right or remedy, nor will that failure operate to bar the exercise or enforcement of such right or remedy at any future time.
4. If at any time any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these terms and conditions or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions.
5. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including your use of the Service, and any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
6. The courts of England and Wales have jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions and their subject matter or formation (including your use of the Service, and any non-contractual disputes or claims). However, if you live in another jurisdiction then you may decide to initiate legal proceedings in your local courts and nothing in these terms and conditions is intended to prevent you from doing this.

19. Keeping these terms and conditions

We do not separately file these terms and conditions or any contract between you and us for the use of the Service. All our contracts are concluded in English. You can always access the latest version of these terms and conditions on the Website. Please make a durable copy of these terms and conditions by printing and/or saving a downloaded copy on your own device.

20. Contacting us

To contact us please phone us on 02921 257 137 or email us at hello@lexableservices.com

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