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# Terms of Service

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Last updated: October 12, 2022

Thank you for using OnTask. By using OnTask, you agree to these Terms of Service, which is a legal agreement. If you are using OnTask for an organization, you are agreeing on behalf of that organization. Our Terms of Service apply to your use of our App, Websites and Services.

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## 1. Definitions

When we say, “we”, “our” or “us” we’re referring to DB Gurus Pty Ltd., Australia, (ACN 134 593 712), our employees, directors, contractors, affiliates, and subsidiaries.

When we say “you” or “your,” we are referring to the person or entity that’s registered with us to use OnTask or our Services.

When we say “Terms,” we mean our Terms of Service, which includes our Privacy Policy, available at <http://www.OnTaskSupport.com.au>.

When we say “Websites” we mean our websites <http://www.OnTaskApp.com.au> and <https://OnTask.thedatabase.net>.

When we say “Services,” we mean our App, Websites, Application Programming Interfaces (APIs), content, and the various third-party services and components that make up OnTask.

When we say “OnTask,” we mean our App, Websites and Services collectively.

When we say “information,” we mean all the different forms of data that you provide us and that we collect from you from your use of the Services, your software, and your devices.

## 2. General Rules

To use OnTask, you must (a) be at least thirteen (13) years of age; (b) complete the registration process; (c) provide current and accurate information; (d) agree to these Terms; and (e) promise to follow these rules:

- You are responsible for all content you provide and your activities on OnTask;
- You will use OnTask in compliance with all applicable laws, rules, and regulations;
- You will not use OnTask to solicit the performance of any activity which infringes our rights or the rights of others; and
- You will not use OnTask to upload, transmit, or otherwise distribute any objectionable content, as solely determined by us.

If you break any of your promises above or any of the rules in these Terms, we may terminate your account. Your actions may also subject you to legal consequences.

As long as you comply with our Terms, we grant you a non-exclusive, non-transferable, limited privilege to use OnTask. Your use of OnTask is at your own risk.

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## 3. Intellectual Property

You own your content. We do not represent any ownership or claim any intellectual property rights over the information that you provide or that is provided to us.

We own OnTask and our Services. You may not copy, reproduce, alter, modify, resell, mirror, or create derivative works of OnTask, our Services, or our content on OnTask without our written permission.

You shall grant to us a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into OnTask or otherwise use any suggestions, enhancement requests, recommendations or other feedback that we receive from you or your agents.

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## 4. Passwords and Accounts

You are responsible for keeping your account name and password confidential. You are also responsible for any account that you have access to. You agree to notify us immediately of any unauthorized use of your account(s). We are not responsible for any losses due to stolen or hacked passwords.

You will not represent that you are any other individual or entity unless such individual or entity has given you written permission to act on their behalf.

## 5. Payment Terms

You authorize us to charge you according to the plan you choose at the then current plan rate, and any other charges you may incur in connection with your use of the Services, such as taxes, duties, and possible transaction fees.

The Services are billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months, for account upgrades or downgrades, or for months unused with an open account.

A valid credit card is required for you to continue using the Services.

We reserve the right to change service fees upon thirty (30) days notice. Such notice may be provided at any time by posting the changes on our Website or by email.

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## 6. Cancellation and Termination

You are solely responsible for the proper cancellation of your account. You may cancel your account at any time. An email or phone request to cancel your account is not considered cancellation. You will not be charged after cancellation. There is no cancellation fee.

In the event of cancellation or termination your account will be immediately disabled, and your account and information cannot be recovered once the account is closed. We retain the right to retain or delete data provided to us by you at our sole discretion.

We also reserve the right, but do not have any obligation, to refuse service to anyone and close your account(s) without notice for any or no reason at all.

Important: If you are on a free account and do not use your account for one calendar month or more then we may delete all of your data. Data for paid accounts will not be deleted whilst payments are kept up to date.

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## 7. API Terms

If you have been given access to your OnTask data using the OnTask API (Application Programming Interface) then any use of the API, including use of the API through a third-party product that accesses OnTask, is bound by these Terms.

You expressly understand and agree that we shall not be liable for any direct, 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 we have been advised of the possibility of such damages) resulting from your use of the API or third-party products that access your data via the API.

Abuse or excessively frequent requests to OnTask via the API may result in the temporary or permanent suspension of your access to the API. We may, at our sole discretion, determine abuse or excessive usage of the API. We reserve the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

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## 8. Indemnification

You agree to indemnify and hold us harmless from any and all demands, loss, liability, claims or expenses (including attorneys' fees) made against us by any third party due to or arising out of or in connection with your use of OnTask.

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## 9. Representations and Warranties

To the maximum extent permitted by law, we provide OnTask on an "as is" and "as available" basis, which means we don't provide warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose and to any warranties that (i) OnTask will meet your specific requirements, (ii) OnTask will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of OnTask will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through OnTask will meet your expectations, and (v) any errors in OnTask will be corrected.

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## 10. Limitation of Liability

To the fullest extent permitted by law, you assume full responsibility for and we disclaim liability to you for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even if we had been advised of the possibility of such damages.

We disclaim any and all liability for the acts, omissions, and conduct of any third parties related to your use of OnTask and any linked sites and services. Your sole remedy against us for dissatisfaction with OnTask is to stop using OnTask. This limitation of relief is a part of the bargain between you and us. The preceding disclaimer applies to any damages, liability, or injuries whether for breach of contract, tort, negligence or any other cause of action.

If, notwithstanding the other provisions of the Terms, we are found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Website or any of our Services, our liability shall not exceed what you paid us for the Services in the previous month. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

## 11. Governing Law

You agree that all matters relating to your access to or use of OnTask, including all disputes, will be governed by the laws of New South Wales, Australia.

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## 12. Force Majeure

You agree that we are not liable for any delays or failure in performance of any part of the Services, from any cause beyond our control.

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## 13. Severability

If one or more sections of the Terms are held unenforceable, then those sections will be removed or edited as little as necessary, and the rest of the Terms will still be valid and enforceable.

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## 14. Assignments

You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

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## 15. No Waiver

Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

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## 16. Entire Agreement

These Terms and all documents incorporated into these Terms by reference constitute the entire agreement between you and us and govern your use of OnTask, superseding any prior agreements between you and us (including, but not limited to, any prior versions of the Terms of Service).

## 17. Amendments and Changes to OnTask

We reserve the right, at our sole discretion, to change, modify, add, or remove portions of the Terms, at any time. Amendments or changes to these Terms won't be effective until we post revised Terms on the Website. Unless explicitly stated otherwise, any new features that augment or enhance OnTask shall be subject to the Terms.

It is your responsibility to check the Terms periodically for changes. Your continued use of OnTask following the posting of changes will mean that you accept and agree to the changes.

We reserve the right to do any of the following, at any time, without notice to you: (1) to modify, suspend or terminate operation of or access to OnTask, or any portion of OnTask for any reason; (2) to modify or change OnTask, or any portion of OnTask, and any applicable policies or terms; and (3) to interrupt the operation of OnTask, or any portion of OnTask, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

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## 18. Questions

If you have any questions or concerns about the Terms, please contact us via our Contact Us page on [www.dbgurus.com.au](http://www.dbgurus.com.au)

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