

Terms and Conditions of Use

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Preamble

TaskOrder is an application, available on mobile platforms.

This application is published by **GARANDEL THOMAS EI (Un Phare Sur La Toile)**, a **sole proprietorship**, registered with the Orléans Trade and Companies Register under the identification number 980 300 222 00018.

The purpose of these General Terms and Conditions of Use (the "**Terms**" or taken as a whole, the "**Agreement**") is to define the terms and conditions governing the relationship between **Users** and the **TaskOrder application**.

In the event of non-compliance with the terms of these Terms and Conditions, **GARANDEL THOMAS EI** reserves the right to take any measure to protect its interests and in particular to ensure its performance.

Access to and use of the application is subject to acceptance and compliance with these General Terms and Conditions of Use.

GARANDEL THOMAS EI reserves the right to modify, at any time and without notice, the **TaskOrder** application and the services as well as these T&Cs, in particular to adapt to changes to the application by making new features available or deleting or modifying existing features.

The User is therefore advised to refer to the latest version of the General Terms and Conditions of Use accessible at any time on the application.

The **Platform** refers to the services offered by third parties allowing **Users** access to the **TaskOrder** application. This includes the services of downloading the application as well as the management and payment of **Subscriptions**.

These General Terms and Conditions of Use apply, as necessary, to any variation or extension of the application on existing or future social and/or community networks.

Article 1: Purpose of the application

The **TaskOrder** application allows the **User** to access various task management features.

GARANDEL THOMAS EI grants **Users** a limited, revocable, non-exclusive and non-transferable right of access to the **TaskOrder** application, for personal or professional purposes. Any use of **TaskOrder** contrary to this purpose is prohibited and constitutes a breach of these provisions.

Article 2: Access to the application

To be eligible for the Service, the **User** may be a natural or legal person.

All hardware and software necessary for access to the **TaskOrder** application and the use of the Services remain the sole responsibility of the **User**.

The use of the **TaskOrder application** requires a terminal compatible with the platforms that distribute the application.

The **User** is solely responsible for ensuring that his/her device and operating system are compatible with the application.

Article 3 : Contact

The **User** may contact **GARANDEL THOMAS EI** for any question, request for information concerning the **TaskOrder** application or report illegal content or activities by email at the following address: taskorder@unpharesurlatoile.com

GARANDEL THOMAS EI will endeavour to respond as soon as possible.

Article 4: Obligations and prohibitions applicable to Users

Users shall refrain from:

1. transmit, publish, distribute, store or destroy the contents of **TaskOrder**.
2. to disseminate data, information or content of a defamatory, abusive, obscene, offensive, violent or incitement to violence, or of a political, racist or xenophobic nature and in general any content that would be contrary to the laws and regulations in force or good morals;
3. use information, content or any data present on the application in order to offer a service considered competitive to **TaskOrder**.
4. sell, exchange or monetize information, content or data, services present on the application without the express written consent of **GARANDEL THOMAS EI**;
5. Reverse engineer, decompile, disassemble, decipher, or otherwise attempt to obtain the source code in connection with any underlying intellectual property used to provide all or any part of the Services;
6. endanger or attempt to endanger the digital security of **TaskOrder**. This includes attempts to monitor, scan, or test the vulnerability or breach security or authentication measures without express prior authorization;
7. counterfeit or use the products, logos, trademarks or any other element protected by **TaskOrder's intellectual property rights**;
8. simulate the appearance or operation of the application;
9. directly or indirectly disrupt or disrupt **TaskOrder**, or impose a disproportionate load, or attempt to transmit or activate computer viruses.

It is recalled that security breaches may lead to civil and criminal prosecution. **GARANDEL THOMAS EI** verifies the absence of such violation and may call on the judicial authorities to prosecute, if necessary, Users who have participated in such violations.

Users undertake to use the application in a fair manner, in accordance with its purpose and the legal and regulatory provisions, these Terms and the uses in force.

Article 5: Free Testing and Limitations

The **User** can test the **TaskOrder** application for free by creating up to 50 tasks. Beyond this limit, the creation of new tasks requires the subscription to a Subscription.

Tasks that have already been created will remain readable even without **an active subscription** .

Article 6: Users' subscription

Unlimited access to the **TaskOrder application** is reserved for **Users** who have subscribed to a **Paid Subscription** via the **Distribution Platforms** (App Store or Google Play).

When subscribing, the **User** undertakes to provide accurate and complete information.

The terms and conditions relating to **subscriptions**, including payment terms and rates, are set and communicated directly by the **Platforms**. This information is accessible before any subscription.

The **User** can consult the General Terms and Conditions of Sale (GTCS) in the TaskOrder application. **By subscribing to a Subscription, he expressly accepts these General Terms and Conditions of Sale as well as the general terms and conditions of the Platform concerned** (App Store or Google Play).

All transactions related to **Subscriptions**, including payment processing, renewal, termination, and billing-related support, are handled exclusively by the **Platforms**.

As such, **GARANDEL THOMAS EI** cannot be held responsible for aspects related to the management of **subscriptions**, which are entirely the responsibility of the **platforms**.

Article 7: Intellectual property

All elements of the **TaskOrder** application, including its design, source code, functionalities and content, are protected by copyright, trademark law, design law and/or any other intellectual property right. These elements are the exclusive property of **GARANDEL THOMAS EI**. All such rights are reserved for the whole world.

The name, trademark, logos, icons, graphic elements and all distinctive signs related to **TaskOrder** are and will remain the exclusive property of **GARANDEL THOMAS EI**.

No transfer of rights or title whatsoever in **TaskOrder** or its elements will be obtained by the mere downloading or use of the application. It is strictly forbidden for the **User** to reproduce, publish, edit, transmit, distribute, display, modify, remove, add, sell or participate in the sale in connection with the **TaskOrder** application or the elements that compose it.

GARANDEL THOMAS EI grants the **User** a non-exclusive and non-transferable license to use the **TaskOrder** application, within the scope of the use intended by the application. This license is strictly personal and may not be assigned to any third party. It is valid for the entire duration of use of the application, subject to compliance with these T&Cs.

Article 8: Security

The **User** undertakes not to undermine the security of the **TaskOrder** application, he undertakes not to attempt to access it fraudulently, nor to disrupt its proper functioning.

In the event of non-compliance with these commitments, **GARANDEL THOMAS EI** may take any necessary measure, including incurring the criminal liability of the **User** in accordance with articles **323-1 et seq. of the Criminal Code**.

TaskOrder does not store any User data on external servers. All information entered into **TaskOrder** is saved locally on the User's device. **GARANDEL THOMAS EI** cannot be held liable, **whatever the cause**, in the event of unauthorized access, loss or compromise of the **User's** data, including in the event of theft, device failure, malware

or errors regardless of their origin.

It is the User's responsibility to take all necessary precautions to protect their device and data, including using a secure device lock, activating their system's native protections, installing an antivirus and making regular backups.

Subscription transactions are secured by the payment systems set up by the **Platforms**. The User's bank details are neither communicated to **GARANDEL THOMAS EI** nor stored by **GARANDEL THOMAS EI**, which cannot be held responsible for the security of transactions.

Article 9: Personal data

GARANDEL THOMAS EI is committed to respecting the privacy of **Users** and protecting their personal data, in accordance with the General Data Protection Regulation (GDPR).

TaskOrder does not store any User data on external servers.

TaskOrder does not collect any statistical data or data related to the use of the application for analysis or tracking purposes.

All data entered into **TaskOrder** is saved locally on the User's device.

Under no circumstances **can** **GARANDEL THOMAS EI** be held liable for the loss of data stored locally on the **User's** device, regardless of the cause.

The **User** is responsible for the backups of his/her data stored locally on his/her device.

The **Platform** through which the **TaskOrder** application is downloaded or the subscription is purchased may collect data according to its own terms and conditions of use and privacy policy. **GARANDEL THOMAS EI** is not responsible for the collection, use or processing of this data by the said platform.

In case of doubt regarding the management of the data, the **User** may contact **GARANDEL THOMAS EI** at the following address: taskorder@unpharesurlatoile.com.

Article 10: Liability

GARANDEL THOMAS EI declines all responsibility in the event of loss or corruption of the data stored on the User's device. The User is responsible for safeguarding his/her personal data and the integrity of his/her device.

GARANDEL THOMAS EI does not guarantee the uninterrupted or error-free operation of the application, in particular, **GARANDEL THOMAS EI** cannot be held liable in the event of interruption of access to the application due to maintenance operations, updates or technical improvements.

In any event, **GARANDEL THOMAS EI** cannot under any circumstances be held liable for indirect or unforeseeable loss or damage to the **User** or any third party, which includes in particular any lost profit, any unfortunate investment, inaccuracy or corruption of files or data, image or commercial damage, loss of turnover or profit, loss of goodwill or loss of opportunity related to any title and on any basis whatsoever.

In addition, **GARANDEL THOMAS EI** cannot be held liable for any delay or non-performance of this contract justified by a case of force majeure, as defined by the case law of the French courts and tribunals.

Article 11: Severability

The fact that any provision of the Agreement is or becomes illegal or unenforceable shall not in any way affect the validity or enforceability of the remaining provisions of the Agreement.

Article 12: Applicable law and attribution of jurisdiction

The conclusion, interpretation and validity of this Agreement shall be governed by French law, regardless of the User's country of origin or the country from which the User accesses **TaskOrder** and notwithstanding the principles of conflicts of law.

In the event that a dispute concerning the validity, performance or interpretation of this Contract is brought before the civil courts, it shall be subject to the exclusive jurisdiction of the French courts, to which jurisdiction is expressly attributed, even in the event of summary proceedings or multiple defendants.

The User is informed that he or she may in any event have recourse to conventional mediation or any alternative dispute resolution method (conciliation for example) in the event of a dispute.

Article 13: Duration of the general terms and conditions of use

These general terms and conditions of use are concluded for an indefinite period of time, the User is obliged to comply with them from the beginning of their use of the application.

GARANDEL THOMAS EI reserves the right to modify this document at any time and without notice.