

Terms of Service

Chaos Control is a mobile and desktop application ("App") that provides a service of storing, creating and editing tasks and. To make these Terms easier to read, the App and its services are collectively called the "Services." Please read these Terms of Service (the "Terms") carefully because they govern your use of our Services.

Agreement to Terms

By using our Services, you agree to be bound by these Terms. If you don't agree to be bound by these Terms, do not use the Services.

Privacy Policy

Please refer to our Privacy Policy for information on how we collect, store, use and disclose our users' personal information. Your use of the Services is subject to our Privacy Policy.

Changes to Terms or Services

From time to time we may modify the Terms at our sole discretion. If we do so, we will inform you within the App. You acknowledge that if you continue to use the Services after such modification, you agree to be bound by the modified Terms. If you don't agree to be bound by the Terms at any moment, please do not use the Services. Also, you acknowledge that we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

Arbitration Notice

Unless you opt out of arbitration within 30 days of the date you first agree to these terms by following the opt-out procedure specified in the "Arbitration" section below, and except for certain types of disputes described in the "Arbitration" section below, you agree that disputes between you and Chaos Control will be resolved by binding, individual arbitration and you are waiving your right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.

Who May Use the Services

Eligibility

The Services are offered and available to users who are 13 years of age or older. By using the Services, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services.

Using the Services

Services constitute limited access to using certain proprietary software. Using the Services, you can create, edit and view individual tasks and task lists (aka Projects and Contexts). In addition, you can synchronize tasks and task lists between devices. You can also use the paid functionality of the Services (Chaos Control Premium) to utilize the enhanced functionality of the Services, as described in further detail:

- Unlimited tasks and task lists creation
- Favorites functionality
- Creating recurring tasks
- Passcode, Touch ID and Face ID protection (mobile only)
- Creating nested lists with Folders
- Additional style themes

You understand and agree that you are solely responsible for your use of the Services.

Purchases

Fees

Chaos Control offers certain enhanced features of the Services, which you can purchase as a monthly or yearly subscription ("Subscription"). A description of features associated with Subscriptions is available via the Services. When you purchase a Subscription (each, a "Transaction"), Chaos Control will charge your third party payment processing account, including, but not limited to, your account with the app store or distribution platform (like the Apple App Store, Google Play or the Amazon Appstore) where the App is made available (each, an "App Provider"), for verification, pre-authorization

and payment purposes. You may also bear additional charges that your App Provider, bank or other financial service provider may levy on you as well as any taxes or fees that may apply to your order. Your order is not binding on Chaos Control until accepted and confirmed by Chaos Control. All payments made are non-refundable and non-transferable except as expressly provided in these Terms.

If you have any concerns or objections regarding charges, you agree to raise them with us first and you agree not to cancel or reject any credit card or third party payment processing charges unless you have made a reasonable attempt at resolving the matter directly with Chaos Control.

Subscriptions Automatically Renew Until You Cancel & How to Cancel Your Subscription

All amounts are payable and charged: (I) for one-off purchase (e.g. Premium Universal), at the time you place your order; and (II) For monthly or yearly subscriptions, at the beginning of the subscription and, because each such subscription renews automatically for an additional period equal in length to the expiring subscription term until you cancel it, at the time of each renewal until you cancel, using the Payment Information you have provided. If you purchase your Subscription via an App Provider, you can cancel the renewal of your subscription at any time with the App Provider. You must cancel your monthly or yearly Subscription before it renews to avoid the billing of the fees for the next Subscription period. You will not receive a refund for the fees you already paid for your current subscription period and you will continue to receive the Services ordered until the end of your current Subscription period.

Changes to Price Terms for Subscriptions

You agree that we may change our pricing terms for Subscriptions at any time. In this case we will notify you before such changes become effective. Changes to the pricing terms will only apply for Subscription renewals after such changed pricing terms have been communicated to you. If you do not agree with the changes to Chaos Control's pricing terms then you may choose not to renew your Subscription in accordance with the section "Subscriptions Automatically Renew Until You Cancel & How to Cancel Your Subscription."

Future Functionality

You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Chaos Control regarding future functionality or features.

Feedback

We welcome feedback, comments and suggestions for improvements to the Services ("Feedback"). You can submit Feedback by emailing us at cc@tarasov-mobile.com. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

Content and Content Rights

For purposes of these Terms, (I) "Content" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (II) "User Content" means any Content that users (including you) provide to be made available through the Services. Content includes without limitation User Content.

Content Ownership

Chaos Control does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, Chaos Control and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

Rights in User Content Granted by You

By making any User Content publicly available through Services you hereby grant to Chaos Control a non-exclusive, transferable, sub-licenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, distribute, publicly display, publicly perform and distribute your User Content in connection with operating and providing the Services and Content to you and to other users.

Rights in Content Granted by Chaos Control

Subject to your compliance with these Terms, Chaos Control grants you a limited, non-exclusive, non-transferable, non-sub-licenseable license to download, view, copy and display the Content solely in connection with your permitted use of the Services and solely for your personal and non-commercial purposes.

Rights and Terms for Apps

Rights in App Granted by Chaos Control

Subject to your compliance with these Terms, Chaos Control grants you a limited non-exclusive, non-transferable, non-sub-licenseable license to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. Chaos Control reserves all rights in and to the App not expressly granted to you under these Terms. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not: (I) copy, modify or create derivative works based on the App; (II) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (III) reverse engineer, decompile or disassemble the App; or (IV) make the functionality of the App available to multiple users through any means.

Additional Terms for App Store Apps

If you accessed or downloaded the App from the Apple Store, then you agree to use the App only: (I) on an Apple-branded product or device that runs iOS (Apple's proprietary operating system software); and (II) as permitted by the "Usage Rules" set forth in the Apple Store Terms of Service.

If you accessed or downloaded the App from an App Provider, then you acknowledge and agree:

- These Terms are concluded between you and Chaos Control, and not with App Provider, and that, as between Chaos Control and the App Provider, Chaos Control, is solely responsible for the App.
- App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify App Provider and App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of an App to conform to any warranty will be the sole responsibility of Chaos Control.
- App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (I) product liability claims; (II) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (III) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Chaos Control will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- App Provider and its subsidiaries are third-party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third party beneficiary thereof.
- You must also comply with all applicable third-party terms of service when using the App.

- You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the App nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App, you represent and warrant that: (I) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (II) you are not listed on any U.S. Government list of prohibited or restricted parties.

Prohibitions

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any Content that: (I) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (II) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (III) is fraudulent, false, misleading or deceptive; (IV) is defamatory, obscene, pornographic, vulgar or offensive; (V) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (VI) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (VII) promotes illegal or harmful activities or substances;
- Use, display, mirror or frame the Services, or any individual element within the Services, Chaos Control's name, any Chaos Control trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Chaos Control's express written consent;
- Access, tamper with, or use non-public areas of the Services, Chaos Control's computer systems, or the technical delivery systems of Chaos Control's providers;
- Attempt to probe, scan, or test the vulnerability of any Chaos Control system or network or breach any security or authentication measures;

- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Chaos Control or any of Chaos Control's providers or any other third party (including another user) to protect the Services;
- Attempt to access or search the Services or download Collective Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Chaos Control or other generally available third party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Chaos Control trademark, logo URL or product name without Chaos Control's express written consent;
- Use the Services for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the aforementioned.

Links to Third Party Websites or Resources

The Services and App may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

Termination

We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Subscription with the App Provider directly. Upon any termination, discontinuation or cancellation of Services or your Account, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

Warranty Disclaimers

The Services and Content are provided "as is," without warranty of any kind. Without limiting the foregoing, we explicitly disclaim any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement and any warranties arising out of course of dealing or usage of trade.

We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content.

Indemnity

You will indemnify and hold harmless Chaos Control and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (I) your access to or use of the Services or Content or (II) your violation of these Terms.

Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$500 OR THE AMOUNT YOU HAVE PAID TO THE COMPANY FOR THE APPLICABLE SERVICE IN THE LAST SIX MONTHS OUT OF WHICH LIABILITY AROSE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Dispute Resolution

DISPUTE RESOLUTION FOR CUSTOMERS OUTSIDE THE UNITED STATES

The term "Dispute" means any dispute, claim or controversy between you and Chaos Control or Chaos Control and you arising out of, or relating to, the Site, App or Services, these Terms or your Account, whether based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Section. "Dispute" is to be given the broadest possible meaning. You agree that any Dispute between you and Chaos Control will be governed by the arbitration procedures outlined below.

If a Dispute arises between you and Chaos Control, our goal is to provide you with a neutral and cost effective means of resolving the Dispute quickly. Accordingly, you and Chaos Control agree that we will resolve any Dispute in accordance with one of the subsections below or as Chaos Control and you otherwise agree in writing.

General Terms

These Terms constitute the entire and exclusive understanding and agreement between Chaos Control and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Chaos Control and you regarding the Services and Content. If any provision of these Terms is held invalid or unenforceable (either by an arbitrator appointed pursuant to the terms of the "Arbitration" section above or by a court of competent jurisdiction, but only if you timely opt out of arbitration by sending us an Arbitration Opt-out Notice in accordance with the terms set forth above), that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without Chaos Control's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect.

Chaos Control may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by Chaos Control under these Terms, including those regarding modifications to these Terms, will be given: (I) by Chaos Control via email; or (II) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Chaos Control's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Chaos Control. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Contact Information

If you have any questions about these Terms or the Services, please contact Chaos Control at cc@tarasov-mobile.com.