

General Terms and Conditions of Sale

Updated on: June 24, 2025

1. Definitions

These General Terms and Conditions of Sale are offered by the company **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.

GARANDEL THOMAS EI is the owner and developer of **TaskOrder**.

Access to all the features of **TaskOrder** requires a **Subscription** with **GARANDEL THOMAS EI**.

Platform means the services offered by third parties (including the **Apple App Store** and Google **Play Store**) that allow the **Customer** to access the **TaskOrder** application. This includes the associated downloading, Subscription management and payment processing services.

2. Application and enforceability of the T&Cs

The purpose of these T&Cs is to define all the conditions under which **GARANDEL THOMAS EI** markets its **Subscription**.

The **Client** declares that he has read and accepted these T&Cs before entering into his **Subscription**. The validation of the **Subscription** therefore implies acceptance of these T&Cs.

Any condition to the contrary set by the **Client** would therefore, in the absence of express acceptance, be unenforceable against **GARANDEL Thomas EI** regardless of the time at which it may have been brought to its attention.

The fact that **GARANDEL THOMAS EI** does not avail itself at a given time of any provision of these T&Cs cannot be interpreted as a waiver of the right to subsequently invoke any provision of these T&Cs.

3. Subscription

The **Application Subscription** is offered directly via the **Download Platforms**. By subscribing to a **Subscription**, the **Client** accepts these **General Terms and Conditions of Sale** as well as the terms and conditions of the **Platform** concerned.

Customer must ensure that the information associated with its account on the **Platform** is correct and up-to-date prior to subscribing to the **Subscription**. Any changes to billing details must be made directly through the relevant Platform's account settings .

The **Client** may at any time manage or cancel its **Subscription** directly on the **Platform** concerned. Any termination will take effect at the end of the current **Subscription** period, in accordance with the terms set forth by the **Platform**.

4. Subscription Prices and Conditions

The total amount of the **Subscription** is specified by the **Platform** before the validation of the subscription by the **Client**. The **Platform** clearly displays the billing terms, including the frequency of payment and the terms of automatic renewal.

Payment for the **Subscription** is handled exclusively by the relevant **Download Platform**. The amount is debited via the payment method associated with the Client's account on this **Platform**.

The **Client** guarantees that it has the necessary authorisations to use the payment method associated with its account on the **Platform**.

The management of payments, including payment refusals, billing incidents or refund requests, is carried out exclusively by the respective **Download Platform**. Any request relating to the payment of the **Subscription** must be addressed directly to the customer service of the **Platforms**.

In the event of a payment failure or billing incident, the **Platform** reserves the right to suspend or cancel the **Subscription**, in accordance with its own general terms and conditions of sale.

5. Use of the Subscription

Once the subscription has been validated, the **Client** will receive a confirmation email from the relevant **Platform**, containing the details of the **Subscription** as well as billing information.

The management of the **Subscription**, including changing payment information, updating billing details and termination, is carried out exclusively on the account of the relevant **Platform**.

In the event of a problem related to the activation or management of the **Subscription**, the **Customer** must contact the Platform's customer support directly.

GARANDEL THOMAS EI cannot be held liable for any interruption or termination of the **Subscription** resulting from a failure or error by the **Platform** or the **Client** during the management of its **Subscription**.

6. Free app trial and throttling

The **Customer** 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**.

7. Customer service

For any questions, requests for information or complaints regarding the **Subscription**, the **Client** must first contact the customer service of the **Platform** with which the **Subscription** was subscribed, which is solely responsible for the management of the **Subscriptions**, payments and any terminations.

Any request concerning a technical problem related to the **TaskOrder** application itself can be sent to the company **GARANDEL THOMAS EI** at the following email address: taskorder@unpharesurlatoile.com

Email Technical Support strives to respond within 72 business hours of receiving the message.

8. Client Obligations

The **Client** agrees that he/she will use the **TaskOrder application** in accordance with these T&Cs, whether on a personal or professional basis.

In this regard, the **Client** agrees to refrain from:

- To use **TaskOrder** in any unlawful manner, for any unlawful purpose or in any manner inconsistent with these T&Cs;
- Sell, copy, reproduce, rent, lease, loan, distribute, transfer, or sublicense any or all of the content on **TaskOrder** or decompile, reverse engineer, disassemble, modify, attempt to discover any source code.
- Use **TaskOrder** for any improper purpose by intentionally introducing viruses or other malicious programs and attempting to gain unauthorized access;
- To infringe the intellectual property rights of **GARANDEL THOMAS EI** and/or to resell or attempt to resell **TaskOrder** to third parties;
- To denigrate **TaskOrder** as well as **GARANDEL THOMAS EI** on social networks and any other means of communication.

If, for any reason, **GARANDEL THOMAS EI** considers that the **Client** is not complying with these T&Cs, the Company may at any time, and at its sole discretion, take any measures including any civil and criminal legal action against him.

9. Right of withdrawal

In accordance with Articles L.221-18 et seq. of the French Consumer Code, the **Client** has a period of 14 days from the validation of the **Subscription** to exercise their right of withdrawal with the **Platform**, without having to justify their reasons or pay a penalty.

To exercise their right of withdrawal, the **Client** must notify their decision directly to the **Platform**, following the procedure set up by the Platform. The management of the right of withdrawal, including any refund, is entirely ensured by the **Platform**, in accordance with its own general terms and conditions of sale.

Consequently, **GARANDEL THOMAS EI** cannot be held responsible for the management of withdrawal requests and invites the Client to refer to the conditions and support of the **Platform** concerned.

10. Responsibility

GARANDEL THOMAS EI implements all necessary measures to ensure that the **Client** has optimal access to the functionalities of the **TaskOrder** application. However, **GARANDEL Thomas EI** cannot be held liable in the event of poor performance or non-performance of all or part of the services, when this failure is attributable either to the **Client**, or to an unforeseeable and insurmountable third party, or to a case of force majeure.

More generally, if **GARANDEL Thomas EI** were to be held liable, it could not under any circumstances cover indirect damages, such as loss of profits, data or any other indirect damage.

As the management of the **Subscription**, including subscription, invoicing and cancellation, is provided by the **Platform**, **GARANDEL THOMAS EI** cannot be held liable for any malfunction related to these services. The Client is invited to refer to the general terms and conditions of the **Platform** for any question relating to the management of its subscription.

TaskOrder may contain links to third-party sites that are not published or controlled by the Company. **GARANDEL THOMAS EI** cannot be held responsible for the content, operation or any element obtained through these sites. The existence of these links does not constitute an express or tacit endorsement by the company concerning these sites or their content.

GARANDEL THOMAS EI cannot be held liable in the event of rejection by the Client's messaging system of emails sent by **GARANDEL THOMAS EI** and the **Platform**, in particular due to automatic filtering by an anti-spam system.

TaskOrder does not store any Client data on external servers. All information entered into **TaskOrder** is saved locally on the Customer's device. **GARANDEL THOMAS EI** cannot be held liable in the event of loss, alteration or deletion of the Client's data, whatever the cause (operating error, breakdown, reinstallation of the application, update, etc.). It is the Client's responsibility to put in place the necessary measures to regularly back up their data, in particular by using the backup tools provided by their device or any other means of their choice.

The Client acknowledges that it has read these provisions and expressly accepts the limitations of liability set out above, which constitute an essential term of the contract.

11. Security

The Client undertakes not to undermine the security of the **TaskOrder** application, it 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 Client's criminal liability in accordance with articles **323-1 et seq. of the Criminal Code**.

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

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

Subscription transactions are secured by the payment systems set up by the **Platforms**. The Client'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.

12. 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. The Client is strictly prohibited from reproducing, publishing, editing, transmitting, distributing, displaying, modifying, removing, adding, selling or participating in the sale in connection with the **TaskOrder** application or its components.

GARANDEL THOMAS EI grants the **Client** a non-exclusive and non-transferable license to use the **TaskOrder** application, within the framework 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.

13. 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 Client 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 Customer's device.

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

The **Client** is responsible for the backups of its data stored locally on its 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 **Client** may contact **GARANDEL THOMAS EI** at the following address: taskorder@unpharesurlatoile.com

14. Applicable law and 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.

15. Duration and modification of the T&Cs

These **General Terms and Conditions of Sale** are concluded for an indefinite period. The **Client** is required to comply with them from the time of subscription or use of the **TaskOrder Application**, even in free mode.

GARANDEL THOMAS EI reserves the right to modify these T&Cs at any time and without notice. In the event of a modification, the applicable terms and conditions are those in force on the date of subscription or use of the **Application**. It is the **Client**'s responsibility to regularly consult the **T&Cs** in order to stay informed of any updates.