



TaxNodes India Terms of Use

Welcome to TaxNodes!

The terms and conditions as set out herein (“**Terms**”) constitute an agreement between Mfirst Technologies Private Limited a company incorporated under the laws of India, having its registered office at Office 1302, 13th Floor, Gala Empire, Opp TV Tower Drive-in, Memnagar, Ahmedabad GJ 380054 IN and having CIN No. U72900GJ2021PTC127597 (“**TaxNodes**” “**Company**”, “**we**”, “**us**” or “**our**”), which operates the TaxNodes Platform (defined below) and a natural or legal person who accesses and/or uses TaxNodes Platform in any manner (“**User**”, “**you**” or “**your**”) or uses any current or future service or products, functionality or offer made available on TaxNodes Platform, as updated from time to time.

“TaxNodes” “**Company**”, “**we**”, “**us**” or “**our**” and “**User**”, “**you**” or “**your**” are each a “**Party**” and collectively the “**Parties**”.

Please carefully read these Terms before accessing any information, content, products, services, applications, tools, and features on the TaxNodes Platform or using our services. By clicking “**I Agree**”, you agree that you have read, understood, and accepted each of the terms contained herein and agree to be bound by the same.

1. DEFINITIONS

In these Terms, the following terms, unless the context otherwise indicates, will have the following meanings:

- 1.1 **AML** means anti-money laundering;
- 1.2 **AML Regulations** means India’s Prevention of Money Laundering Act, 2002 and the rules framed thereunder;
- 1.3 **Business Day** means a day that is not a Saturday, Sunday or public holiday in Ahmedabad, Gujarat, India;
- 1.4 **TaxNodes Account** means the registered account of the User on TaxNodes Platform;
- 1.5 **Cryptos** or **Cryptocurrencies** or **Digital Tokens** or **Virtual Digital Assets** or **VDA** means any "virtual digital asset" as defined under the Indian Income Tax Act, 1961, as amended or superseded from time to time;
- 1.6 **Force Majeure** means and includes any cause arising from or attributable to acts, or events, beyond our reasonable control, including significant market volatility, natural calamity, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence,

structural damage, epidemic, pandemic or other natural disaster, calamity, attacks including through computer viruses, hacking, denial of service attacks, interruption in telecommunications or internet services or network provider services, failure of equipment and/or software, ransomware or other manmade disruptions or any law, order enactment, statutory direction, legislation, regulation, rule or ruling of government or any court of law or regulatory authority;

- 1.7 **Privacy Policy** means our privacy policy laying down our data handling practices for personal data of Indian Users, available at <https://www.taxnodes.com/privacyPolicy.pdf>
- 1.8 **Terms** means these TaxNodes India Terms of Use applicable to the use of TaxNodes Platform and TaxNodes Services, and available at <https://www.taxnodes.com/>. Terms include our Privacy Policy by reference;
- 1.9 **User or Client or you or your** means guests on the TaxNodes Platform or persons using the TaxNodes Platform or availing of the TaxNodes Services, directly or indirectly;
- 1.10 **TaxNodes Platform** collectively means and includes TaxNodes Android app, TaxNodes iOS app, TaxNodes web app, TaxNodes website “www.taxnodes.com”, and other web assets on the TaxNodes.com domain, together with the TaxNodes developer portal, public APIs and secure authentication for Users (all either existing or available in the future);
- 1.11 **TaxNodes Services** means all content, functionality and services made available to Users through the TaxNodes Platform, as described in these Terms.

2. RISK ACKNOWLEDGEMENT

- 2.1 YOUR USE OF THE PLATFORM AND THE SERVICES IS AT YOUR SOLE RISK. THE PLATFORM, THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS, THE COMPANY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND OTHER REPRESENTATIVES, EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY MAKES NO WARRANTY THAT: (I) THE PLATFORM OR THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE PLATFORM OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) INFORMATION THAT MAY BE OBTAINED VIA THE PLATFORM OR THE SERVICES WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY AND ALL PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL, INCLUDING ALL MERCHANDISE, GOODS AND SERVICES, OBTAINED OR PURCHASED BY YOU DIRECTLY OR INDIRECTLY THROUGH THE TAXNODES PLATFORM

OR THE WEBSITE WILL MEET YOUR EXPECTATIONS OR NEEDS; AND (V) ANY ERRORS IN THE PLATFORM OR THE WEBSITES WILL BE CORRECTED.

3. GENERAL INFORMATION

- 3.1 These Terms incorporate our Privacy Policy by reference. Hence, by consenting to these Terms, you also consent to our Privacy Policy.
- 3.2 These Terms form a binding agreement between you and us (as the operator of the TaxNodes Platform). By registering, accessing, browsing, or using TaxNodes Platform, you consent to these Terms.
- 3.3 As these Terms constitute a legally binding contract, you must carefully read through these Terms and related notices before using any of our Services.
- 3.4 If you disagree with these Terms, you must not access or browse the TaxNodes Platform, initiate TaxNodes Account registration or seek to acquire any of TaxNodes Services.

4. AMENDMENTS AND CHANGES

- 4.1 We may amend or update these Terms (in whole or in part)..
- 4.2 We reserve the right to limit, change or completely stop the TaxNodes Services; add or remove provisions or features, without prior notice. We may, at our discretion, update the TaxNodes Platform from time to time.
- 4.3 We reserve the right to choose markets and jurisdiction to provide the TaxNodes Services in, and may restrict or refuse in its discretion, the provision of TaxNodes Services in certain countries or regions.
- 4.4 All modifications or changes to the Terms will be effective upon publication on the TaxNodes Platform. As such, your continued use of TaxNodes Services acts as acceptance of the amended Terms. For the avoidance of doubt, if you do not agree with any part of these Terms, or any such modification or change, then you should close your TaxNodes Account and cease using the TaxNodes Platform.

5. ACCOUNT

- 5.1 If you choose to avail the TaxNodes Services via the TaxNodes Platform, you will need to register TaxNodes Account by providing us with your details, completing necessary KYC verification requirements as per our KYC policy and executing agreements etc. as may be required. You will need to maintain this TaxNodes Account for the period that you seek to avail the TaxNodes Services. Your Account shall be activated only upon successful completion of KYC verification requirements. We are required to collect your personal data for registering and opening your TaxNodes Account, which includes: Name, Mobile Number, Email Address, Permanent Account Number (PAN), Proof of Address, Proof

of Identity, and any other document or information as required. You agree to provide the above stated information, or such other information as may be necessary or required by us to provide the Services, at the time of creating a TaxNodes Account or at any later stage.

- 5.2 You agree to provide the above stated information, or such other information as may be necessary or required by us to provide the TaxNodes Services, at the time of creating a TaxNodes Account or at any later stage. Further, you acknowledge and understand that the act of providing your Aadhaar ID is voluntary in nature unless mandated under applicable law. You may choose to provide us with an alternative identity proof. Please refer to our Privacy Policy which explains what information (including personal data) we collect and how it is used and shared
- 5.3 We reserve the sole discretion to open a TaxNodes Account and may refuse to open a TaxNodes Account for you at its sole discretion.
- 5.4 Any information you provide us in relation to your TaxNodes Account must be accurate, truthful, complete, and updated at all times. If any information you provide is deemed wrong, untruthful, incomplete, or outdated, we may require you to make corrections, remove relevant information, or suspend or terminate your TaxNodes Account.
- 5.5 You authorise us to make inquiries, either directly or through qualified third parties, that are deemed necessary to verify your identity or to protect you and/or us against financial crimes such as fraud, etc. We may take such action as we deem necessary based on the results of such inquiries.
- 5.6 You must always treat your TaxNodes Account information as confidential and must not disclose it to any third party. Any access to the TaxNodes Platform or TaxNodes Services through your TaxNodes Account shall be considered as an access by you or on your behalf and you shall be solely responsible for any activity carried out in, by or through your TaxNodes Account on the TaxNodes Platform. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your TaxNodes Account or any other breach of security.
- 5.7 By registering to use a TaxNodes Account, you represent and warrant that:
- (a) if you are an individual, you are at least 18 years old and are competent to contract;
 - (b) if you are a legal entity apart from an individual, you are validly organised under applicable law and authorized to enter into these Terms and create a TaxNodes Account;
 - (c) you are not barred by applicable law from entering into these Terms on the TaxNodes Platform;
 - (d) you have not been adjudged bankrupt and/or have not entered into a scheme of arrangement with your creditors (if any);

- (e) all information and data provided by you to us is true, accurate, complete, and updated;
- (f) you do not have an existing TaxNodes Account and will not (and will not attempt to) register for more than one TaxNodes Account;
- (g) you are registering for a TaxNodes Account only for yourself, and not on behalf of any third party (unless otherwise permitted by us);
- (h) you have obtained all necessary consents, licenses and authorisations and have full power and authority to enter into these Terms and all transactions on the TaxNodes Platform;
- (i) these Terms and any transactions entered into hereunder by you create valid and binding obligations which are enforceable against you in accordance with their terms including in the jurisdiction in which you are resident, and do not violate the terms of any law, regulation, order, charge, agreement, or instrument by which you are bound or to which your assets are subject;
- (j) you are a citizen or resident of India and do not reside in Democratic People's Republic of Korea, Iran, Bahamas, Botswana, Cambodia, Ghana, Lebanon, Mongolia, Pakistan, Panama, Syria, Trinidad and Tobago, Yemen, Zimbabwe;
- (k) you are not a U.S. Person, as such term is defined under Regulation S promulgated under the U.S. Securities Act of 1933;
- (l) you have not been previously barred from using the TaxNodes Services, or have had your TaxNodes Account previously terminated for breach of these Terms;
- (m) you are not in breach of, and will not breach any applicable laws, including without limitation the AML Regulations, the Foreign Exchange Management Act, 1999 and the Income Tax Act, 1961;
- (n) you or any of your directors, officers, employees, agents, affiliates, or representatives are not on any trade or economic sanctions lists, including but not limited to lists circulated by United Nations Security Council, US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority, or the Monetary Authority of Singapore. Neither are you owned or controlled by an individual or entity that is on such sanction lists. If at any time, we determine that you are accessing the TaxNodes Platform from any restricted jurisdiction, apart from the ones mentioned above, or have given false representations as to your location, residence, citizenship or place of residence, we reserve the right to forthwith restrict/terminate your TaxNodes Account immediately
- (o) you have consistent and uninterrupted access to the internet and the email address, mobile number provided to us during the TaxNodes Account application procedure; and

6. PROHIBITED USE

- 6.1 We do not allow any activity or content on TaxNodes Platform that:

- (a) belongs to another person and to which you do not have any right to communicate;
- (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever as prohibited by the laws in force;
- (c) harms minors in any way;
- (d) infringes any intellectual property rights of a third person;
- (e) violates the law in force;
- (f) deceives or misleads any person;
- (g) is grossly offensive or menacing in nature;
- (h) impersonates another person;
- (i) contains software virus or any malicious data or other computer code, files, or programs designed to interrupt, destroy, or designed to harm, interrupt, destroy or limit the hardware, software, or functionality of your or our computers;
- (j) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nations;
- (k) interferes with other Users' enjoyment of TaxNodes Services;
- (l) exploits TaxNodes Platform for any unauthorized commercial purpose;
- (m) is aimed at modifying, adapting, translating, or reverse engineering any portion of TaxNodes Platform;
- (n) is aimed at reformatting or framing any portion of TaxNodes Platform;
- (o) is aimed at probing, scanning, or testing the vulnerability of any system, security or authentication measures implemented by us, or otherwise tampers or attempts to tamper with TaxNodes Platform's technological design and architecture;
- (p) is aimed at gaining unauthorized access to, interfere with, or damage, any server, computer, or database used by us for providing the TaxNodes Platform and TaxNodes Services;
- (q) is antisocial, disruptive, or destructive, including 'flaming,' 'spamming,' 'flooding,' 'trolling,' 'phishing' or 'griefing' as these terms are commonly understood and used on the internet;
- (r) involves using any spider, site search/retrieval application, or other device to retrieve or index any portion of TaxNodes Platform or the content posted on TaxNodes Platform, or to collect information about its Users for any unauthorized purpose;

- (s) involves accessing or using TaxNodes Platform for the purpose of creating a product or service that is competitive with any of our products or services;
 - (t) involves creation of accounts by automated means or under false or fraudulent pretences;
 - (u) involves distribution or publishing of any unsolicited marketing/advertisements;
 - (v) involves the proceeds of an illegal activity;
 - (w) is aimed at circumventing, or bypassing any restrictions placed by us; or
 - (x) is false, incorrect, inaccurate, or fraudulent.
- 6.2 You must promptly notify us of any actual or potential violation of these Terms that come to your knowledge.
- 6.3 We reserve the right at all times to disclose any information (including the identity of the persons uploading or hosting such information) as necessary to satisfy any law, regulation, valid governmental request or as necessary in our opinion for the resolution of an offence.
- 6.4 We reserve the right to unilaterally determine whether you have violated these Terms and take action against such violation, without any prior notice. Such actions may include, but are not limited to:
- (a) disabling your TaxNodes Account;
 - (b) reporting the incident to authorities;
 - (c) publishing the alleged violations and actions that have been taken; or
 - (d) removing any violative content from the TaxNodes Platform.
- 6.5 We reserve the right to refuse access to any User who has been suspended, disqualified, debarred and/or removed by us or by any regulatory and/or statutory authority. If we change the eligibility criteria to be registered with TaxNodes Platform and you no longer comply with the new eligibility criteria, as determined by us in our sole discretion, you accept that we may close your TaxNodes Account without any liability for us.

7. DESCRIPTION OF TAXNODES SERVICES

Our mission is to simplify taxation, accounting, audit and compliance in respect of Digital Asset. The TaxNodes Platform provides Users with the ability to calculate taxes on their cryptocurrency and other digital assets transactions and avail expert assisted digital assets tax filing services. TaxNodes is primarily a technology service provider which inter-alia provides comprehensive taxation solution service for the crypto and non-crypto users including income tax computation, filing assisted digital assets tax filing, expert consultation and advisory, and providing managed services such as services pertaining to compliance with applicable tax laws. It is clarified that We are not an exchange and we do not facilitate the buying and selling of crypto or any other digital assets.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Unless otherwise specified, all logos, information, text, graphics, or other material uploaded by us, which is made available to you on the TaxNodes Platform, is our property and is protected under copyright, trademark, and other applicable laws.
- 8.2 All logos, trademarks, service marks and logos of TaxNodes and others used or displayed on the TaxNodes Platform, (“**Trademarks**”) are our property or the property of our affiliates or licensors. You may not copy, imitate, or use them without our prior written consent.
- 8.3 We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the TaxNodes Platform and TaxNodes Services solely in accordance with these Terms. Except as provided in this Clause 8 (*Intellectual Property Rights*), you obtain no intellectual property rights under these Terms from us, our affiliates, or our licensors.
- 8.4 You may not, without our express written consent:
- (a) systematically extract/ or re-utilise parts of the TaxNodes Platform;
 - (b) create and/ or publish your own database that features substantial parts of this TaxNodes Platform;
 - (c) make any commercial or derivative use of the TaxNodes Platform or its contents;
or
 - (d) apply for, register, or otherwise use or attempt to use any of our Trademarks, or any confusingly similar marks, anywhere in the world.
- 8.5 The TaxNodes Platform may in places include third party intellectual property including that of certain digital assets exchange platforms. We do not own any rights to such third-party intellectual property and are bound by the license terms for such intellectual property. By virtue of these Terms, you shall also be bound by the said license terms.
- 8.6 You may choose to submit comments, bug reports, ideas, or other feedback about the TaxNodes Platform, including without limitation about how to improve the TaxNodes Platform (collectively, “**Feedback**”). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

9. DISCLAIMER OF WARRANTIES

- 9.1 We provide access to the TaxNodes Platform and TaxNodes Services on an “as is” and “commercially available” condition and to the maximum extent permitted by law. We do not offer any form of warranty with regards to their reliability, stability, accuracy, and completeness of the technology involved. The TaxNodes Platform serves merely as a

venue of tax computation and filings. The contents of the TaxNodes Services or the TaxNodes Platform may contain bugs, errors, problems, or other limitations. We assume no liability or responsibility for any errors or omissions in the TaxNodes Services or the TaxNodes Platform.

- 9.2 You expressly acknowledge and agree that use of the TaxNodes Services and the TaxNodes Platform is at your sole risk. We cannot control the information provided or imputed by You. You must carefully ensure the correctness and validity of the transaction information You provide prior to your use of the TaxNodes Platform.
- 9.3 We make no warranty that the TaxNodes Services or the TaxNodes Platform will be uninterrupted, timely, accurate or reliable; nor do we make any warranty as to the permanent availability of any information and/or that may be stored or transferred through the TaxNodes Services or the TaxNodes Platform. You understand and agree that any material and/or data downloaded or otherwise obtained through use of the TaxNodes Services or TaxNodes Platform is done at your own discretion and risk; and you will be solely responsible for any damage to your computer system or phone or any other device or loss of data that results from the download of such material or data.
- 9.4 We are not responsible for any content or data uploaded by you on the TaxNodes Platform. We are not responsible for any direct or indirect damages or losses caused to you, including without limitation, lost profits, business interruption or other loss resulting from use of or reliance in any way on anything available on the TaxNodes Platform. It is solely your responsibility to evaluate the accuracy, reliability, completeness, and usefulness of content available on the TaxNodes Platform that is used by you.
- 9.5 We are not an exchange and we do not facilitate the buying and selling of crypto or any other digital assets. We do not provide any trading, investment and financial advice to our Users. We only provide income tax advisory and tax filing services. The content on the TaxNodes Platform is provided for general information only and is not intended to, and does not amount to, investment advice. By giving our approval, consent, advice, or information about any matter dealt with by these Terms or in respect of TaxNodes Services, we do not create, make, or give any warranty, representation or undertaking about any circumstances relating to the subject matter of the consent or approval.
- 9.6 We will not be liable for any loss or damage caused to your computer equipment, computer programs, data or other device caused by a virus, denial-of-service attack, distributed denial of-service attack, or other technologically harmful material. You must use your own virus protection software. We do not guarantee that the TaxNodes Platform will be free of viruses, trojan horses or other code that manifests contaminating or destructive properties. You understand that we cannot and do not guarantee or warrant that files available for downloading from the TaxNodes Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

- 9.7 We strive to maintain the accuracy of information posted on the TaxNodes Platform. However, we cannot guarantee the accuracy, suitability, reliability, completeness, performance, or fitness for the purpose of the content through the TaxNodes Platform and will not accept liability for any loss or damage that may arise directly or indirectly from the content.
- 9.8 Information on TaxNodes Platform is subject to change without notice and is provided for the primary purpose of facilitating Users to arrive at independent decisions.

10. THIRD PARTY SERVICES

You acknowledge that we may enable or assist you to access, interact with, and/or purchase services from several supported platforms and other third parties via third-party websites or applications (collectively, “**Third-Party Services**”). Such Third-Party Services are not under our control. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services and are not responsible for any Third-Party Services. You undertake that you use all Third-Party Services at your own risk, and you should apply a suitable level of caution and discretion in doing so. Any use of Third-Party Services is governed solely by the terms and conditions of such Third-Party Services and any contract entered into, or any transaction completed via any Third-Party Services, is between you and the relevant third party, and not with us. You shall comply in all respects with all applicable terms of the Third-Party Services that you access or subscribe to in connection with such services. If at any time any Third-Party Services cease to make their programs available to us on reasonable terms, we may cease to provide such features to you without entitling you to refund, credit, or other compensation.

11. LIMITATION OF LIABILITY

- 11.1 Disputes with Users: If you have a dispute with one or more Users of the TaxNodes Platform, you agree that neither we nor our affiliates or service providers, nor any of their respective officers, directors, members, shareholders, agents, joint venturers, employees and representatives (“**TaxNodes Parties**”) will be liable for any claims, demands, damages (actual and consequential), losses, costs and expenses, including litigation costs and attorneys' fees (“**Losses**”) arising out of or relating to such disputes.
- 11.2 Release: To the maximum extent permitted by applicable law, you hereby release and waive all claims against TaxNodes Parties, from all liability for Losses arising from or in any way related to your use of the TaxNodes Platform or TaxNodes Services. You expressly waive and relinquish any rights thereto which you may have under any other applicable law or in equity, to the fullest extent permitted by law.
- (a) Limitation of Liability: Subject to applicable law, in no event will TaxNodes Parties be liable for any incidental, special, punitive, consequential or similar Losses whatsoever arising out of the use of the TaxNodes Platform or Services, any performance or non-performance of TaxNodes Services, or any product or service provided by or on behalf of us or our affiliates, whether under contract, statute, strict liability or other theory even if we and our affiliates are advised of

their possibility. This includes without limitation, Losses arising out of or in relation to any discontinuation, alteration, suspension, or termination of any part of the services offered on the TaxNodes Platform due to change in our business plans, reasons beyond our control, including any Force Majeure event or any change in applicable law;

- (b) suspension, cancellation, or termination of a TaxNodes Account, including on account of a violation by you of any of these Terms or any applicable Law;
- (c) damage to reputation or goodwill; any loss of business or opportunity, customers, or contracts; any loss or waste of overheads, management, or other staff time; or any other loss of revenue or actual or anticipated savings; and
- (d) breach of these Terms by us, where the breach is due to circumstances beyond our control, or due to changes in law.

11.3 **Liability Cap:** Notwithstanding anything contained in these Terms, to the maximum extent permitted by law, the maximum cumulative liability of TaxNodes Parties arising out of the use of the TaxNodes Platform or TaxNodes Services, any performance or non-performance of these Terms or TaxNodes Services, or any product or service provided by or on behalf of us or our affiliates, whether under contract, statute, strict liability or other theory, shall be limited to the monetary value actually received from the User, as consideration or fees in relation to the applicable transaction to which the claim relates. If the claim does not relate to any specific transaction, then TaxNodes Parties' maximum cumulative liability shall be limited to the monetary value actually received as consideration or fees from the User, for the services rendered by us in relation to the two transactions immediately preceding the date on which the claim is made by the User.

11.4 **Remedy:** You acknowledge and agree that your sole remedy for any suspension, cancellation, or termination of the TaxNodes Account or for cessation of any or all TaxNodes Services shall be refund of your Membership Fees on pro rata basis, subject to deductions of amounts owed to us and other legal, regulatory, or statutory dues, and to the permissibility of such refund or recovery under applicable law.

12. INDEMNIFICATION

You agree to indemnify and hold harmless the TaxNodes Parties from and against any Losses arising out of (a) your breach or our enforcement of these Terms or (b) your violation of any applicable law or the rights of any third party (c) your use of TaxNodes Platform and TaxNodes Services.

13. TERMINATION

13.1 We may suspend your access to any or all TaxNodes Services, and/or terminate your TaxNodes Account (and any accounts beneficially owned by related entities or affiliates), with immediate effect, for any reason at our sole discretion. You acknowledge that our decision to take certain actions, including suspending or terminating your account may be

based on confidential criteria and that we are under no obligation to disclose the details of its decision to take such action with you.

- 13.2 You may terminate or request deletion of your TaxNodes Account at any time by writing to us at care@taxnodes.com. You must pay any outstanding amounts owed to us before your TaxNodes Account is terminated or deleted. Any pending transactions at the time of cancellation of TaxNodes Account will be cancelled. In case of termination, You may reactivate your TaxNodes Account within 3 (three) months of such email or payment of outstanding amount owed to us, whichever happens later (“**Reactivation Period**”). You will not be allowed to reactivate or access your TaxNodes Account after the Reactivation Period. However, in case of deletion of your TaxNodes Account upon your request, reactivation of your TaxNodes Account will neither be possible nor allowed.
- 13.3 Effect of Termination or deletion of your TaxNodes Account:
- (a) Notwithstanding anything contained in this Clause 13 (*Termination*), we reserve the right to retain and use the transaction data or other information related to a TaxNodes Account after termination or deletion, as the case may be, in the manner specified in our Privacy Policy.
 - (b) Once the TaxNodes Account is terminated or deleted, as the case may be, all charges and liabilities owed to us on the account will be due and payable to us.

14. COMPLIANCE WITH LOCAL LAW

- 14.1 It is your responsibility to abide by local laws in relation to the legal usage of TaxNodes Services in your local jurisdiction. You must also factor, to the extent of your local law, all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities.
- 14.2 You acknowledge and declare that the source of your funds is legitimate and are your funds are not derived from illegal activities.

15. FORCE MAJEURE

We shall not be liable for delays, failure in performance of these Terms or interruption of TaxNodes Service, which result directly or indirectly from a Force Majeure event. Provided that, a Force Majeure event shall not affect the validity and enforceability of any provisions, the performance of which is not affected by such an event.

16. PRIVACY AND CONFIDENTIALITY

- 16.1 Any personal information you provide us will be dealt with in accordance with our Privacy Policy.
- 16.2 You shall not disclose to any person, any confidential information relating to us, which came into possession in connection with these Terms and its performance, and you shall

use all reasonable endeavours to prevent such disclosure. We may disclose information related to you including your use of Services, if required by any applicable law or otherwise requested by any, rule or regulatory, law enforcement or tax authority or if we otherwise deem fit in our sole discretion, which shall be exercised reasonably and in accordance with law.

17. COMPLAINTS

If you have any complaints, feedback, or questions, please write to our grievance officer Mr. Lokesh Agarwal at compliance@taxnodes.com. Our grievance officer will make best efforts to resolve the issue with expediency. We shall not provide any support services to walk-in users.

18. METHOD OF PAYMENT

Any payment to be made under these Terms must be made by one of the following methods:

- (a) a bank draft or a bank cheque;
- (b) by credit of cleared funds to the bank account specified by the payee at least 3 Business Days before the anticipated date of the payment; or
- (c) any other lawful form of payment that the parties agree in writing.

19. NOTICES

- 19.1 Any notice under these Terms will be communicated electronically. Such notices may be delivered by us through email (at the primary email address listed in your TaxNodes Account), by posting them on the TaxNodes Platform, or through other electronic communication such as text messages or mobile push notifications. Any notices you send us must be sent to us by email at care@taxnodes.com.
- 19.2 You (a) consent to receive communications from us in an electronic form; and (b) agree that all communications we send electronically satisfy any legal requirement that such communications would satisfy if they were made in writing, physically.

20. ASSIGNMENT

You may not assign or otherwise deal with any rights or obligations under these Terms without our prior written consent. We may, without your consent, assign our rights under these Terms to any of our affiliates, or to any successor in interest of our business.

21. RELATIONSHIP BETWEEN PARTIES

Notwithstanding any provision hereof, for all purposes, including without limitation execution of any order and/or transaction initiated by you, through the TaxNodes Platform, you and we shall be and act as independent contractors and not as partners, joint venturers, agents, intermediaries, brokers or in any other fiduciary capacity. You shall not

have any authority to assume or create any obligation for or on behalf of us, express or implied, and you shall not attempt to bind us to any contract without our prior written authorisation.

22. WAIVER

- 22.1 No failure to exercise or delay in exercising any right given by or under these Terms to a party constitutes a waiver and the party may still exercise that right in the future.
- 22.2 Waiver of any provision of these Terms or a right created under it must be in writing, signed by the party giving the waiver, and is only effective to the extent set out in that written waiver.

23. SEVERABILITY

If any provision of these Terms is held to be void, unenforceable, invalid, or illegal, and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed from these Terms without affecting the validity or enforceability of the remaining provisions hereof.

24. NO MERGER

- 24.1 On completion or termination of the transactions contemplated by these Terms, the rights and obligations of the parties set out hereunder will not merge, and any provision that has not been fulfilled remains in force.
- 24.2 All provisions of these Terms which by their nature extend beyond the expiration or termination of these Terms, including, without limitation, Clause 6 (Prohibited Use), Clause 8 (Intellectual Property Rights), Clause 9 (Disclaimer of Warranties), Clause 10 (Third-Party Services), Clause 11 (Limitation of Liability), Clause 12 (Indemnification), Clause 13.3 (Effect of Termination), Clause 14 (Compliance with Local Law), Clause 15 (Force Majeure), Clause 16 (Privacy and Confidentiality), Clause 17 (Complaints), Clause 19 (Notices), Clause 20 (Assignment), Clause 21 (Relationship between Parties), Clause 22 (Waiver), Clause 23 (Severability), Clause 24 (No Merger), Clause 26 (Time is of the Essence of these Terms), Clause 27 (Entire Agreement), and Clause 28 (Governing Law and Jurisdiction).

25. FURTHER STEPS

Each party agrees to promptly do all things reasonably necessary or desirable to give full effect to these Terms, including obtaining consents and signing documents.

26. TIME IS OF THE ESSENCE OF THESE TERMS

The parties agree that time is of the essence for the purpose of these Terms.

27. ENTIRE AGREEMENT

These Terms contain the entire agreement between the parties about the subject matter hereof, and supersede all previous communications, representations, or agreements between the parties on the subject matter.

28. GOVERNING LAW AND JURISDICTION

28.1 These Terms are governed by the laws of India.

28.2 All disputes arising out of or in connection with these Terms including any question regarding their existence, validity or termination and interpretation, will be referred to/submitted to arbitration and will be finally settled in accordance with the fast-track provisions of Indian Arbitration & Conciliation Act, 1996 by a sole arbitrator appointed with the mutual consent of the parties. The seat/place of such arbitration will be Ahmedabad, Gujarat. The language to be used in such proceedings is English. You and we agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

28.3 Subject to Clause 28.2 above, the parties submit to the non-exclusive jurisdiction of the courts of Ahmedabad, Gujarat, India, in case of any disputes that may arise in respect of or relating to these Terms.

Last updated on - 5 July 2024