

Refund and Cancellation Policy

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SUMMARY OF CHANGE

Complete rewrite replacing the general Refund Policy carried over from the previous site. Introduces a five-stage refund scale (100% down to nil, keyed to how far the engagement has progressed) replacing a flat cancellation charge; adds a Service Migration option for a wrongly selected service, with fresh consent sought before reassigning to a different category of Associate Professional; corrects the prior position that GST on a refunded portion was non-refundable, providing for a credit note under Section 34 of the CGST Act, 2017 instead; adds a documents-on-cancellation erasure schedule tied to the Privacy Policy; and sets explicit timelines for acknowledgement, review, decision, and initiation of refunds. Recorded as a material change given the new refund methodology and cancellation-fee terms.

TaxQue - a trademarked brand of ARB FinTech LLP

Document Control

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Owner | Grievance Officer, ARB FinTech LLP

ARB FinTech LLP · LLPIN ABC-5112 · GSTIN 10ABZFA6377J1ZX

Registered Office: KH No. 1508, Village Lemuwari, Ward No. 08, Block Patepur, District Vaishali, Bihar - 843114, India

Branch Office: Surbhi Vihar, Mithapur, Patna, Bihar - 800001, India

Contact: info@taxque.in · +91 93112 56088 · <https://www.taxque.in>

1. Entity Particulars and Scope

1.1 This Refund, Cancellation and Service Modification Policy ("**Policy**") is issued by **ARB FinTech LLP**, operating under the trademarked brand "**TaxQue**" ("**TaxQue**", "**we**", "**our**", "**us**").

Legal Name | ARB FinTech LLP

Brand | TaxQue

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Branch / Correspondence Office | Surbhi Vihar, Mithapur, Patna, Bihar - 800001, India

LLP Identification Number (LLPIN) | ABC-5112
GSTIN | 10ABZFA6377J1ZX
Website | <https://www.taxque.in>
Customer Care Email | info@taxque.in
Customer Care Telephone | +91 93112 56088

1.2 Statutory framework. This Policy is issued in compliance with the **Consumer Protection Act, 2019**, the **Consumer Protection (E-Commerce) Rules, 2020**, the **Indian Contract Act, 1872**, the **Central Goods and Services Tax Act, 2017**, and directions of the Reserve Bank of India applicable to refunds through payment systems.

1.3 Scope. This Policy applies to all professional and compliance services purchased through the TaxQue Platform, including accounting and bookkeeping, business and entity registration, taxation and return filing, and statutory compliance services.

1.4 Related documents. This Policy forms an integral part of our **Terms of Service** and is to be read with our **Privacy Policy**. In the event of conflict on a refund or cancellation matter, this Policy prevails.

1.5 Your statutory rights. Nothing in this Policy limits, excludes, or modifies any right available to you under the Consumer Protection Act, 2019 or any other law. Where any provision of this Policy is inconsistent with a mandatory statutory right, the statutory right prevails.

2. Resolution First - Before Requesting a Refund

2.1 Most concerns are resolved faster by correction than by cancellation. If you are dissatisfied, please contact us before submitting a refund request.

Channel | How

Email | info@taxque.in, quoting your Transaction ID and a description of the concern
Telephone | +91 93112 56088
In writing | Either office address in Clause 1.1

2.2 Ticket number. Every complaint is assigned a unique ticket number, communicated to you on acknowledgement, by which you may track the status of your complaint.

2.3 Timelines. We acknowledge every complaint **within 48 hours** of receipt. We aim to resolve within **14 business days**, and will in all cases redress within **one (1) month** from the date of receipt, as required by the Consumer Protection (E-Commerce) Rules, 2020.

2.4 This step is not a precondition to your legal rights. You may approach the Grievance Officer, a Consumer Commission, or any other forum at any time. Clause 2 does not require you to exhaust our internal process first.

3. Cancellation by You

3.1 You may cancel any service at any time by written notice to info@taxque.in.

3.2 Refund is calculated on work actually performed, not as a penalty. We do not levy a flat cancellation charge. On cancellation, we refund the fee paid, **less only**:

(a) the value of professional work genuinely performed up to the date of cancellation, calculated in accordance with the stage table in Clause 4;

(b) statutory fees, levies, stamp duty, and filing charges **already remitted** to a government authority on your behalf and which are not recoverable by us; and

(c) payment gateway and transaction charges actually and irrecoverably borne by us on the original payment, where the payment provider does not reverse them.

3.3 Reciprocity. In accordance with Rule 4(8) of the Consumer Protection (E-Commerce) Rules, 2020, **if we cancel a service after accepting it, other than for a reason attributable to you, we bear the equivalent charges ourselves and refund your fee in full**, including the components at Clause 3.2(a) and (c).

3.4 What happens to your documents on cancellation. Where an engagement is cancelled and **no filing has been made to any authority**, the purpose for which your documents were collected is extinguished, and Section 8(7) of the DPDP Act, 2023 requires their erasure. Accordingly:

(a) documents you uploaded for the cancelled engagement - including PAN, Aadhaar references, bank statements, invoices, and financial records - are **erased within thirty (30) days** of the refund being settled or the cancellation being confirmed, whichever is later, in accordance with Clause 12 of our Privacy Policy;

(b) we instruct any Associate Professional who received the documents to erase or return them, and to confirm having done so;

(c) we retain only the **transaction record** - the invoice, payment record, refund record, and the cancellation correspondence - which is held under its own statutory retention period, because it is required for tax and accounting purposes;

(d) where a filing **has** been made before cancellation, the records relating to that filing remain subject to the statutory retention periods in our Privacy Policy and are **not** erased on cancellation; and

(e) you may request an export of your documents, free of charge, before erasure. **We recommend you download your documents at the time of cancellation.**

3.5 Refund request window. A refund request should be made within **thirty (30) calendar days** of the date of payment. Requests made after this period will still be considered on their merits where the delay is explained, and this Clause does not affect any statutory limitation period available to you.

4. Stage-Based Refund Scale

Refunds are calculated by reference to the stage your engagement has reached on the date we receive your cancellation notice.

Stage | Description | Refund of professional fee

Stage 1 - Not commenced | Payment received; no document review, no professional assigned, no drafting begun | 100%

Stage 2 - Intake | Documents received and reviewed; Associate Professional assigned; no drafting or computation begun | 85%

Stage 3 - In preparation | Computation, drafting, reconciliation, or document preparation substantially under way | 50%

Stage 4 - Ready for submission | Draft return, form, or application prepared and shared with you for approval | 25%

Stage 5 - Submitted | Application or return submitted to the relevant authority (GSTN, Income Tax Department, MCA, or other) | Nil

4.1 Stage 5 is the point of no return, because the service has been delivered in substance and cannot be recalled from the authority. Mere access to a dashboard, portal login, or account does **not** by itself constitute delivery of the service or exhaust your right to a refund.

4.2 Multi-stage engagements. For engagements delivered in defined milestones - for example company or LLP incorporation - the fee attributable to each **completed and delivered** milestone is non-refundable, and the balance is refunded under the scale above. The milestone breakdown is set out in your Engagement Letter before payment.

4.3 Evidence. On request, we will provide a written account of the work performed and the stage reached,

so that you can verify the deduction applied.

5. Non-Refundable Components

5.1 Government and statutory fees already remitted. Filing fees, stamp duty, levies, DSC issuance charges, and name-reservation fees already paid to an authority or Certifying Authority on your behalf are not refundable by us, because they are not recoverable by us. **Where such a fee has been collected from you but not yet remitted, it is refunded in full.**

5.2 Goods and Services Tax. Where a refund of the professional fee is made, the GST charged on the refunded portion is dealt with by issuing a **credit note under Section 34 of the CGST Act, 2017**, and the corresponding GST is adjusted or refunded to you, provided the credit note is issued within the time limit permitted by law. GST on the retained portion of the fee is not refundable. *(This corrects our earlier position that GST was non-refundable in all cases.)*

5.3 Third-party charges genuinely incurred and irrecoverable - for example Certifying Authority fees for a DSC already issued.

6. Service Migration - Wrong Service Selected

6.1 If you selected a service in error, you may request a **Service Migration** rather than a refund.

6.2 Window: within **fifteen (15) calendar days** of payment.

6.3 Condition: available where the original engagement has not passed Stage 4 in the table at Clause 4.

6.4 Adjustment: the fee paid, less statutory amounts already remitted, is credited in full toward the substituted service. Any difference in price is payable, or refundable, before the substituted service commences. **No migration charge is levied.**

6.5 Reassignment and fresh consent. A substituted service may require a **different category of Associate Professional** - for example, moving from a company incorporation to an income tax filing may move your matter from a Company Secretary to a Chartered Accountant. Because our Privacy Policy limits sharing to the professional assigned to your specific matter, we will seek your **fresh consent to share your existing documents with the newly assigned professional** before the substituted service commences. If you decline, we will not migrate the service and will instead process a refund under Clause 4.

6.6 Documents not needed for the substituted service are erased on the basis set out in Clause 3.4.

7. Refunds Initiated by Us

7.1 We will refund you **in full**, without applying the stage scale, where:

- (a)** we are unable to deliver the service for any reason attributable to us;
- (b)** a filing is rejected by an authority **because of an error, omission, or delay on our part** - in which case we will, at your election, either rectify and re-file at our own cost or refund the fee in full;
- (c)** we cancel the engagement other than for a reason attributable to you; or
- (d)** you were charged in duplicate or in error.

7.2 Rejections not attributable to us. Where an application is rejected because of a change in law or policy, an authority's discretion, or information you supplied that was inaccurate or incomplete, the stage scale in Clause 4 applies. We will explain the reason for rejection in writing.

8. Refund Procedure and Timelines

Step | Action | Timeline

1. Submission | Written request to info@taxque.in with Transaction ID | Day 0
2. Acknowledgement | Ticket number issued | Within 48 hours
3. Review | Assessment of stage reached and amounts remitted | Within 7 business days
4. Decision | Written notification - approved, partial, or declined, with reasons | Within 10 business days
5. Initiation | Refund initiated to the original payment source | Within 5 business days of approval
6. Credit | Funds reflected in your account, per your bank or card issuer | Typically 5-10 business days after initiation

8.1 Refunds are made **to the original payment method** in accordance with applicable Reserve Bank of India directions. Refunds to an alternate account are made only where the original method is closed or unavailable, on verification.

8.2 If a refund has not reached you within **fifteen (15) business days** of our notifying you that it has been initiated, contact us with your ticket number and we will trace it with the payment provider and share the reference.

8.3 **Where a declined request is later found to be justified**, on review by the Grievance Officer or on a direction of a competent forum, the refund is processed without further deduction.

9. Limitations

9.1 **Matters outside our control.** We are not responsible for delay or failure caused by downtime, error, or procedural change on a government portal (GSTN, Income Tax, MCA, TRACES, EPFO, ESIC), or on a third-party payment gateway. Such delay does not by itself give rise to a refund, but **does not exhaust your fee either** - the engagement remains live and we complete it once the system is available.

9.2 **Information you supply.** Where a service cannot be completed because information or documents you were asked for were not supplied, were supplied late, or were inaccurate, the stage scale in Clause 4 applies. We will have given you at least **two written reminders** before treating an engagement as stalled on this ground.

9.3 **Force majeure.** Where performance is prevented by an event beyond our reasonable control - natural disaster, epidemic, cyber-attack notwithstanding reasonable safeguards, or a change in law rendering the service impossible - the engagement is suspended. **If performance becomes permanently impossible, the contract is discharged under Section 56 of the Indian Contract Act, 1872, and we refund the fee for the unperformed portion under Section 65 of that Act.** Force majeure does not entitle us to retain a fee for work not done.

9.4 **Chargebacks.** If you initiate a chargeback while a refund request is pending with us, please tell us, so that you are not refunded twice and so that we can furnish the payment provider with an accurate record. We reserve the right to contest a chargeback raised in respect of services duly delivered.

10. Grievance Redressal

10.1 **Grievance Officer and Nodal Officer.** ARB FinTech LLP has appointed **Md Afzal** to serve in both capacities - as Grievance Officer under Rule 4(5) of the Consumer Protection (E-Commerce) Rules, 2020 and the Information Technology Act, 2000, and as Nodal Officer under Rule 4(1) of those Rules for compliance with the Consumer Protection Act, 2019. He is resident in India.

Name | Md Afzal

Designation | Grievance Officer and Nodal Officer, TaxQue by ARB FinTech LLP

Address | Surbhi Vihar, Mithapur, Patna, Bihar - 800001, India

Email | info@taxque.in

Telephone | +91 93112 56088

Hours | Monday to Saturday, 10:00 - 18:00 IST (excluding public holidays)

10.2 Combined appointment. The Rules require both functions to exist; they do not require them to be held by different individuals. Given the size of our organisation, a single appointment ensures accountability rests with one identified person. Should the scale of our operations change, or should ARB FinTech LLP be designated a Significant Data Fiduciary under the DPDP Act, separate appointments will be made and this Clause updated.

10.3 Timelines. Complaints are acknowledged **within 48 hours** with a ticket number, and redressed **within one (1) month** of receipt, as required by the Consumer Protection (E-Commerce) Rules, 2020.

10.3A Which clock applies. The same Grievance Officer handles both commercial and privacy grievances, but the timelines differ by subject matter:

Nature of grievance | Governing document | Acknowledgement | Resolution

Refunds, cancellations, service quality, billing | This Policy | 48 hours | Target 14 business days; outer limit 1 month

Personal data, consent, erasure, data rights, breach | Privacy Policy, Clause 20 | 48 hours | Target 14 business days; outer limit 90 days

Where a single complaint raises both, each aspect is dealt with under its own timeline and **the shorter applicable outer limit governs the commercial aspect**. We will tell you in the acknowledgement which timeline applies to which part of your complaint.

10.4 Escalation. If you are dissatisfied with the outcome, or if we fail to respond within the above period, you may approach:

- the **National Consumer Helpline** on **1915**, or via the INGRAM portal at <https://consumerhelpline.gov.in>;
- the **District, State, or National Consumer Disputes Redressal Commission** having jurisdiction, including online through the **e-Daakhil** portal at <https://edaakhil.nic.in>.

11. Dispute Resolution and Jurisdiction

11.1 Good-faith discussion. The parties will first attempt resolution through discussion for a period of fourteen (14) days.

11.2 Grievance redressal. Failing resolution, the matter is referred to the Grievance Officer under Clause 10.

11.3 Governing law. This Policy is governed by and construed in accordance with the laws of India.

11.4 Jurisdiction. Subject to Clause 11.5, the courts at **Hajipur and Vaishali, Bihar** shall have exclusive jurisdiction over all disputes arising out of or in connection with this Policy.

11.5 Consumer rights preserved. Where you qualify as a "consumer" under the Consumer Protection Act, 2019, **nothing in Clause 11.4 restricts your statutory right under Section 34(1)(d) of that Act to institute a complaint before a Consumer Commission within whose jurisdiction you ordinarily reside, work for gain, or personally work**. Clause 11.4 applies to commercial, business-to-business, and other non-consumer disputes.

12. Changes to This Policy

12.1 We may revise this Policy from time to time. The version number and date at the head of this document indicate the current version.

12.2 **The Policy in force on the date of your payment governs that transaction.** A subsequent revision does not apply retrospectively to an engagement already paid for.

12.3 Material changes will be notified by email to your registered address and by notice on the Platform at least fifteen (15) days in advance.

13. Consent

13.1 Your agreement to this Policy is recorded by **explicit and affirmative action** at the time of purchase. We do not record consent through pre-ticked boxes or by any automatic means.

13.2 **Commercial and privacy consent are separate.** Acceptance of this Policy and our Terms of Service is a **commercial** agreement. It is recorded separately from, and is not bundled with, the consent you give under the standalone Consent Notice issued under Clause 4.1 of our Privacy Policy for the processing of your personal data. At checkout you will be asked for these separately, and **declining an optional data-processing purpose does not prevent you from purchasing a service**, nor does accepting these commercial terms constitute consent to any data processing purpose.

13.3 Consent to either may be reviewed at any time by writing to info@taxque.in.

DOCUMENT SET

This document forms part of the TaxQue legal document set. In the event of conflict, the following order of precedence applies:

Priority | Document | ID | Governs

- 1 | Engagement Letter | TQ-EL | Scope, fees, and milestones of a specific engagement
- 2 | Privacy Policy | TQ-PP | All matters concerning personal data
- 3 | Refund, Cancellation and Service Modification Policy | TQ-RCP | Refunds, cancellation, and service migration
- 4 | Terms of Service | TQ-TOS | All other contractual matters
- 5 | Confidentiality Statement · Disclaimer Policy | TQ-CS · TQ-DP | Supplementary, subject to the above

Grievance Officer and Nodal Officer: Md Afzal · info@taxque.in · +91 93112 56088
Surbhi Vihar, Mithapur, Patna, Bihar - 800001, India · Monday to Saturday, 10:00-18:00 IST

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