

Terms of Service

DOCUMENT ID	TQ-TOS
VERSION	1.0
EFFECTIVE DATE	20 January 2025
SUPERSEDES	-
SUPERSEDED	20 June 2026
STATUS	ARCHIVED - superseded
CONTENT SHA-256	d8085d750f3f45885a42de1c81e546751ede62df84fc0767892ebd76f85b9b63

SUMMARY OF CHANGE

Initial version captured from the migrated site.

These Terms and Conditions ("Terms") govern the use of the TaxQue platform, website ("Site"), mobile applications, and services provided by ARB FinTech LLP ("TaxQue," "we," "our," or "us"). By accessing our Site, using our services, or registering an account, you ("User," "you," or "your") agree to be bound by these Terms and our Privacy Policy. If you do not agree with these Terms, you must immediately cease using our platform and services.

1. General Provisions

1.1 Business Overview

TaxQue, operated by ARB FinTech LLP, is a technology-driven platform providing tax, compliance, and financial services, including but not limited to Goods and Services Tax (GST) filings, income tax return preparation, company incorporation, accounting, and regulatory compliance assistance.

1.2 Applicability

These Terms apply to all Users, including individuals, businesses, or entities accessing our Site, mobile applications, or services, whether through free or paid plans.

1.3 Tax Compliance

All fees charged by TaxQue are subject to Goods and Services Tax (GST) as per Indian tax laws. GST invoices and Input Tax Credit (ITC) will be provided upon submission of a valid GSTIN at the time of payment.

1.4 Government Fees

Fees, levies, or charges imposed by government authorities for specific services (e.g., filing fees, stamp duties) will be communicated upfront, charged separately, and remitted to the respective authorities on your behalf.

1.5 Amendments to Terms

TaxQue reserves the right to modify these Terms at any time. Revised Terms will be posted on the Site and communicated via email or platform notifications. Continued use of our services after such changes

constitutes acceptance of the updated Terms.

1.6 Service Availability

Services are available to Users in India and, where applicable, to non-residents subject to compliance with Indian laws and regulations. TaxQue may restrict access to certain services based on geographic or regulatory limitations.

2. Use of the Platform

By accessing or using the TaxQue platform, you agree to the following:

2.1 Eligibility

You must be at least 18 years old and legally capable of entering into contracts under Indian law to use our services. Businesses or entities must be duly registered and authorized to avail of our services.

2.2 Accurate Information

Provide accurate, complete, and up-to-date information during registration and throughout your use of our services. You are responsible for updating your account details, including contact information, GSTIN, and payment details, as needed.

2.3 Account Security

- Maintain the confidentiality of your login credentials (username, password, OTPs, etc.).
- Ensure all activities under your account are authorized.
- Notify TaxQue immediately at info@taxque.in of any unauthorized access, security breach, or suspicious activity.
- TaxQue is not liable for losses resulting from your failure to secure your account.

2.4 Prohibited Activities

You agree not to:

- Engage in unauthorized, unethical, or illegal activities, including hacking, phishing, data mining, or attempting to bypass platform security measures.
- Use automated tools (e.g., bots, scrapers) to access, extract, or manipulate platform resources.
- Share, duplicate, resell, or distribute TaxQue's services, tools, or resources without prior written consent.
- Use the platform to facilitate money laundering, tax evasion, or other illegal financial activities.
- Overload or disrupt the platform's functionality (e.g., through denial-of-service attacks).

2.5 Compliance with Laws

You must comply with all applicable Indian laws, including but not limited to the Income Tax Act, 1961, GST Act, 2017, and the Information Technology Act, 2000, while using our platform.

2.6 Consequences of Violation

Non-compliance with these guidelines may result in:

- Immediate suspension or termination of your account.
- Legal action, including claims for damages.

Reporting to relevant authorities for illegal activities.

3. User Responsibilities and Conduct

3.1 Accuracy of Information

You are solely responsible for the accuracy, completeness, and timeliness of all information, documents, and data provided to TaxQue for service delivery. Errors, omissions, or delays in providing information may result in service delays, additional fees, or rejection by government authorities.

3.2 Service Scope

TaxQue's obligations are limited to delivering services as per the agreed scope, based on the information and instructions you provide. We are not responsible for outcomes resulting from incomplete or inaccurate submissions.

3.3 Content Guidelines

You agree not to post, upload, or share content through TaxQue's communication tools (e.g., chat, email, or forms) that is:

- Illegal, fraudulent, or misleading.
- Offensive, defamatory, or harmful to others.
- Infringing on intellectual property, privacy, or other rights.

3.4 Tax and Legal Compliance

You are responsible for ensuring your tax filings, compliance activities, and financial transactions comply with applicable laws. TaxQue provides tools and services to facilitate compliance but does not assume liability for your legal obligations.

3.5 Backup of Data

You are responsible for maintaining backups of all documents and data submitted to TaxQue. While we employ robust security measures, we are not liable for data loss due to unforeseen events.

4. Service Fees and Payment

4.1 Fee Structure

Service fees include:

- TaxQue's professional charges for service delivery.
- Applicable government fees, levies, or charges (e.g., filing fees, stamp duties).
- GST or other taxes as per prevailing rates.

4.2 Additional Fees

Additional charges may apply for:

- Amendments, corrections, or resubmissions due to incomplete, incorrect, or delayed information provided by you.
- Requests for additional services beyond the original scope.

Expedited processing or priority services, if available.

4.3 Fee Modifications

TaxQue reserves the right to revise service fees or pricing structures at its discretion. Changes will be communicated via the Site, email, or platform notifications, and continued use of services constitutes acceptance of the revised pricing.

4.4 Payment Terms

- Payments must be made in full at the time of service request unless otherwise agreed in writing.
- Accepted payment methods include bank transfers, UPI, credit/debit cards, or other methods specified on the platform.
- Delayed or non-payment may result in service suspension, cancellation, or additional penalties.

4.5 Invoice and ITC

GST invoices will be issued for all taxable services. Input Tax Credit (ITC) is subject to submission of a valid GSTIN and compliance with GST laws.

5. Cancellations and Refunds

5.1 Cancellation Policy

- Cancellation requests must be submitted in writing to info@taxque.in before service processing begins.
- A cancellation fee of 20% of the service fee (excluding government fees and taxes) will be deducted.
- No cancellations are permitted once service processing has commenced.

5.2 Refund Process

- Approved refunds will be processed within 4-5 weeks from the date of approval, subject to deductions for cancellation fees, taxes, and non-refunded government charges.
- Refunds will be issued via the original payment method or as agreed with TaxQue.

5.3 Non-Refundable Cases

No refunds will be provided for:

- Services already processed, completed, or submitted to government authorities.
- Government fees, levies, or charges remitted to authorities.
- Delays, rejections, or issues caused by government platforms, third-party systems, or user errors.
- Force majeure events, including natural disasters, cyberattacks, or government restrictions.

5.4 Discretionary Refunds

TaxQue may, at its sole discretion, offer partial refunds or credits in exceptional cases, subject to review.

6. Intellectual Property Rights

6.1 Ownership

All content, materials, tools, software, templates, and resources on the TaxQue platform, including text, graphics, logos, and proprietary algorithms, are the exclusive property of ARB FinTech LLP and are protected by Indian and international intellectual property laws, including the Copyright Act, 1957, and Trademarks Act, 1999.

6.2 Restrictions

You may not:

- Copy, reproduce, modify, distribute, or create derivative works from TaxQue's intellectual property without prior written consent.
- Reverse-engineer, decompile, or attempt to extract the platform's source code or algorithms.
- Use TaxQue's brand, logo, or trademarks for commercial purposes without authorization.

6.3 User Content

Any data, documents, or content you submit to TaxQue remains your property. By submitting such content, you grant TaxQue a non-exclusive, royalty-free, worldwide license to use, process, store, and transmit it solely for the purpose of delivering the requested services and complying with legal obligations.

6.4 Feedback

Any feedback, suggestions, or ideas you provide about the platform or services may be used by TaxQue without obligation or compensation to you.

7. Privacy and Data Protection

7.1 Privacy Policy

Our Privacy Policy, available on the Site, governs the collection, use, storage, and protection of your personal and financial data. By using our platform, you consent to the data practices outlined therein.

7.2 Data Security

TaxQue employs industry-standard encryption, firewalls, and security protocols to safeguard your data. However, no system is entirely immune to risks, and you assume responsibility for securing your account credentials and devices.

7.3 Data Sharing

TaxQue may share your data with:

- Government authorities or regulatory bodies as required for service delivery (e.g., GSTN, MCA, Income Tax Department).
- Third-party service providers (e.g., payment gateways, cloud storage) under strict confidentiality agreements.
- Law enforcement or courts in response to legal requests or investigations.

7.4 Data Retention

We retain your data only for as long as necessary to deliver services, comply with legal obligations, or resolve disputes, as detailed in the Privacy Policy.

8. Limitation of Liability

8.1 Scope of Liability

TaxQue's liability for any claim arising from our services is limited to the amount of fees paid for the specific service in question.

8.2 Exclusions

TaxQue is not liable for any direct, indirect, incidental, consequential, or punitive damages, including but not limited to:

- Losses due to inaccurate, incomplete, or delayed information provided by you.
- Delays, errors, or rejections on government platforms or third-party systems.
- Legal, financial, or regulatory outcomes beyond our control (e.g., tax assessments, penalties).
- Data loss, security breaches, or service interruptions caused by force majeure events, cyberattacks, or user negligence.

8.3 No Warranty

Services are provided on an "as-is" and "as-available" basis. TaxQue does not guarantee:

- Uninterrupted or error-free access to the platform.
- Specific outcomes from services (e.g., tax refunds, compliance approvals).
- Accuracy of third-party data or government platform performance.

8.4 Indemnity

You agree to indemnify, defend, and hold TaxQue, its affiliates, employees, and partners harmless from any claims, losses, damages, or liabilities arising from:

- Your breach of these Terms or applicable laws.
- Misuse of the platform or services.
- Inaccurate or fraudulent information provided by you.

9. Termination of Services

9.1 Termination by TaxQue

We may suspend or terminate your access to the platform and services, with or without notice, if you:

- Breach these Terms or engage in illegal, unethical, or fraudulent activities.
- Fail to make timely payments for services.
- Misuse, disrupt, or attempt to harm the platform, its users, or third parties.
- Provide false, misleading, or fraudulent information.

9.2 Termination by User

You may terminate your account by contacting info@taxque.in. Termination does not relieve you of obligations to pay outstanding fees or comply with these Terms.

9.3 Effect of Termination

Upon termination:

- Your access to the platform and services ceases immediately.
- No refunds will be issued for terminated services or unused portions of subscriptions.
- TaxQue may retain your data as required by law or for record-keeping purposes, as outlined in the Privacy Policy.

10. Governing Law and Dispute Resolution

10.1 Applicable Law

These Terms are governed by and construed in accordance with the laws of India.

10.2 Jurisdiction

Any disputes arising from these Terms or your use of our services shall be subject to the exclusive jurisdiction of the courts in Patna, Bihar, India.

10.3 Dispute Resolution

- Both parties agree to attempt resolution through good-faith negotiations for at least 30 days before pursuing legal action.
- If negotiations fail, disputes may be resolved through arbitration in Patna, Bihar, under the Arbitration and Conciliation Act, 1996, at TaxQue's discretion.

10.4 Class Action Waiver

You agree to resolve disputes individually and not as part of a class action or collective proceeding.

11. Contact Information

For queries, feedback, grievances, or support, please contact:

TaxQue by ARB FinTech LLP

Contact Person: Md Afzal

Email: info@taxque.in

Address: Surbhi Vihar, Mithapur, Patna, Bihar 800001, India

Grievance Redressal: Grievances will be addressed within 7-14 business days. Escalated issues may be referred to our compliance team.

12. Miscellaneous

12.1 Entire Agreement

These Terms, along with the Privacy Policy and any service-specific agreements, constitute the entire agreement between you and TaxQue regarding the use of our platform and services.

12.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions remain in full force and effect.

12.3 Waiver

No waiver of any term by TaxQue shall be deemed a continuing waiver of such term or any other term.

12.4 Force Majeure

TaxQue is not liable for failure to perform its obligations due to events beyond its reasonable control, including natural disasters, cyberattacks, government actions, or third-party system failures.

12.5 Assignment

You may not assign your rights or obligations under these Terms without TaxQue prior written consent. TaxQue may assign its rights or obligations to affiliates or successors without notice.

12.6 Notices

All notices from TaxQue will be sent via email, platform notifications, or the Site. Notices from you must be sent to info@taxque.in.

12.7 Third-Party Services

The platform may integrate with third-party services (e.g., payment gateways, government portals). TaxQue is not responsible for the performance, availability, or terms of such services.

12.8 Language

These Terms are provided in English. Any translations are for convenience only, and the English version prevails in case of discrepancies.

Effective Date: January 20, 2025