TaxQue

ARB FinTech LLP | taxque.in

Terms of Service

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SUMMARY OF CHANGE

Complete rewrite replacing the general Terms carried over from the previous site. Establishes single-point-of-responsibility for work performed by Associate Professionals (treated as our own for liability purposes); recharacterises statutory/government fees as pure-agent pass-through costs under Rule 33 of the CGST Rules, 2017; states an explicit aggregate liability cap of the greater of fees received or Rs. 25,000, with carve-outs for fraud, wilful misconduct, gross negligence, and DPDP obligations; introduces arbitration under the Arbitration and Conciliation Act, 1996 for non-consumer disputes, with consumer rights to approach the consumer fora expressly preserved; and replaces the previous flat cancellation charge (a 20% administrative fee under the Terms dated 20 January, 2025) with the stage-based refund scale in the Refund, Cancellation and Service Modification Policy. Recorded as a material change given the new liability, dispute-resolution, and cancellation-fee terms.

TaxQue - a trademarked brand of **ARB FinTech LLP**

Document Control

Document ID | TQ-TOS

Version | 1.1

Effective Date | 20 June, 2026

Last Updated | 09 Aug, 2026

Status | Public - published on Platform

Supersedes | Terms of Service dated 20 January, 2025

Review Cycle | Annually, or on material change in law

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

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PART A - PRELIMINARY

1. Parties, Entity Particulars, and Formation

1.1 These Terms of Service ("**Agreement**") constitute a legally binding contract between **ARB FinTech LLP**, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, operating under the trademarked brand **"TaxQue"** ("**TaxQue**", "**we**", "**our**", "**us**"), and **you**, the User.

Legal Name	ARB FinTech LLP
Brand	TaxQue
Registered Office	KH No. 1508, Village Lemuwari, Ward No. 08, Block Patepur, District Vaishali, Bihar - 843114, India
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 **Formation.** This Agreement is concluded electronically and is valid and enforceable under Section 10A of the Information Technology Act, 2000. It takes effect when you accept it by explicit affirmative action, or when we accept your engagement, whichever is earlier.

1.3 **Eligibility.** You must be eighteen (18) years of age or older and competent to contract under Section 11 of the Indian Contract Act, 1872. Where you act for a firm, company, LLP, trust, HUF, or other entity, you warrant that you are duly authorised to bind it, and "you" includes that entity.

2. Related Documents and Order of Precedence

2.1 This Agreement is to be read with the following, each of which forms an integral part of it:

- the **Privacy Policy**;
- the **Refund, Cancellation and Service Modification Policy**;
- the **Consent Notice** issued at the point of data collection; and
- the **Engagement Letter** applicable to your specific service, where issued.

2.2 **Order of precedence.** In the event of conflict, the following order applies:

Priority	Document	Governs
1	Engagement Letter	Scope, fees, and milestones of your specific service
2	Privacy Policy	All matters concerning personal data
3	Refund, Cancellation and Service Modification Policy	All matters concerning refunds, cancellation, and migration
4	This Agreement	All other matters

2.3 **Statutory rights preserved.** Nothing in this Agreement limits, excludes, or modifies any right available to you under the Consumer Protection Act, 2019, the Digital Personal Data Protection Act, 2023, or any other law. Where a provision conflicts with a mandatory statutory right, the statutory right prevails and the provision is severed to that extent.

3. Definitions

"Associate Professional" - an independent practising Chartered Accountant, Company Secretary, Cost and Management Accountant, Advocate, GST Practitioner, e-Return Intermediary, tax consultant, or a firm or LLP of any of them, empanelled or engaged by us to execute all or part of your work.

"Platform" - the TaxQue website, mobile applications, client portal, API services, and any software developed or operated by ARB FinTech LLP.

"Services" - accounting and bookkeeping, business and entity registration, taxation and return filing, statutory compliance, and document storage services offered through the Platform.

"User Data" - financial records, KYC documents, statutory identifiers, and other information you upload or provide.

"Work Product" - returns, computations, financial statements, forms, applications, and other deliverables prepared for you.

PART B - THE SERVICES

4. Nature and Scope of Services

4.1 **What we are.** TaxQue is a service-delivery and technology platform. We coordinate and deliver professional services, and we facilitate the transmission of your filings to regulatory bodies including the GST Network, the Income Tax Department, and the Ministry of Corporate Affairs.

4.2 **Delivery through Associate Professionals - we remain responsible.** Professional work requiring statutory qualification is performed by Associate Professionals engaged by us. **We engage them; you do not.** There is no contract between you and any Associate Professional, and none is created by their working on your matter.

(a) Single point of responsibility.ARB FinTech LLP is contractually responsible to you for the entirety of the Services, including all work performed by any Associate Professional, to the same extent as if that work had been performed by us directly. Any act, omission, delay, error, or default of an Associate Professional in performing your engagement is treated as our own.

(b) You deal only with us. You are not required to identify, contact, pursue, or bring any claim against any Associate Professional. **All queries, complaints, and claims are to be directed to us**, and we will address them under Clause 15. We will not decline responsibility on the ground that the work was performed by a professional rather than by us.

(c) Our recourse is our concern. We hold written agreements with every Associate Professional and pursue any recourse against them ourselves. That is a matter between us and them, and does not affect, delay, or condition our responsibility to you.

(d) Statutory duties of practising professionals. Where a professional signs, certifies, or attests a document in their own name, Indian law also places duties directly on that individual - under the Chartered Accountants Act, 1949, the Company Secretaries Act, 1980, the Cost and Works Accountants Act, 1959, the Advocates Act, 1961, or the Prevention of Money-Laundering Act, 2002, as applicable. Those duties arise by statute, exist alongside our responsibility to you, and cannot be assumed by or transferred to us by contract. **This does not reduce our responsibility under sub-clauses (a) to (c) in any way, and does not require you to pursue anyone other than us.**

(e) Subject to Clause 11. Our responsibility under this Clause is subject to the limitation of liability in Clause 11, which applies to the Services as a whole.

4.3 We will tell you, on request, which Associate Professional is handling your matter.

4.4 **What is not included** unless separately contracted in writing:

- representation or appearance before any tax, regulatory, or judicial authority;
- statutory audit, tax audit, or certification requiring a separate audit engagement;
- legal opinion or litigation services;
- accounting or filing periods outside the scope stated in your Engagement Letter.

4.5 **No guarantee of outcome.** We do not warrant or guarantee any particular assessment, refund, approval, registration, exemption, or the absence of scrutiny, notice, or demand. Tax and corporate law changes frequently, sometimes with retrospective effect.

4.6 **Not advice by the Platform.** Content on the Platform - calculators, guides, articles, and automated outputs - is general information only and is not tax, legal, accounting, or investment advice. Advice is given only through a written engagement by a qualified professional.

4.7 **Right to decline or discontinue.** We may decline or discontinue an engagement where we reasonably believe it involves false or forged documentation, concealment of income or assets, an attempt to evade tax, money laundering, or any unlawful purpose, or where a conflict of interest arises. Where we discontinue for such reason, Clause 4 of the Refund Policy applies and we may be required by law to report the matter.

5. Your Obligations

5.1 **Accuracy and completeness.** You are solely responsible for the accuracy, authenticity, and completeness of all information and documents you provide. **We do not independently audit or verify them unless an audit is the engaged service.** Our work necessarily proceeds on the basis of what you supply.

5.2 **Timeliness.** Statutory deadlines are fixed by law and cannot be extended by us. You must supply documents and respond to queries in sufficient time. We will send at least **two written reminders** before treating an engagement as stalled for want of information.

5.3 **Review and approval.** Where a draft return, form, or application is shared with you for approval, **your approval is your confirmation that its contents are correct**. Please review carefully before approving.

5.4 **KYC.** You agree to provide legible, unaltered copies of documents required for identification and statutory filing. **Providing forged or altered documents is a ground for immediate termination and may require reporting to the appropriate authority.**

5.5 **Third-party data.** Where you provide personal data of others - employees, directors, partners, dependants, vendors, customers, or deductees - you warrant that you have the authority and lawful basis to disclose it, and that you have issued any notice or obtained any consent those individuals are entitled to. Clause 5.4 of the Privacy Policy applies.

5.6 **Account security.** You are responsible for activity under your account. Use a strong, unique password, enable two-factor authentication where offered, and do not share credentials. Notify us immediately at info@taxque.in of any suspected compromise. **We will never ask for your password, or for an Aadhaar OTP outside a filing you have specifically authorised.**

5.7 **Departmental notices.** Where a notice or communication from an authority is shared with you through the Platform or by email, you are responsible for reviewing and responding within the time it allows, or instructing us to do so in sufficient time.

6. Portal Credentials, Digital Signatures, and Authorisation

6.1 To file on your behalf we may require access to your credentials for the Income Tax e-filing portal, GST portal, MCA/V3, TRACES, EPFO, ESIC, or similar systems, and use of your Digital Signature Certificate.

6.2 **By providing credentials or a DSC, you expressly authorise TaxQue and the assigned Associate Professional to access those portals and to prepare, sign where so authorised, and submit filings on your behalf**, limited to the engaged service.

6.3 Credentials are stored encrypted, are accessible only to personnel and the Associate Professional assigned to your matter, and every access is logged. Clause 7 of the Privacy Policy applies.

6.4 **You may revoke this authorisation at any time in writing.** On revocation or conclusion of the engagement we delete stored credentials within thirty (30) days. **We recommend you change your portal passwords on conclusion of any engagement.**

6.5 You remain the holder and controller of your DSC and are responsible for its safekeeping and lawful use.

PART C - COMMERCIAL TERMS

7. Fees, Taxes, and Payment

7.1 **Professional fees** are stated before purchase and are payable at the point of service selection unless the Engagement Letter provides otherwise.

7.2 **Statutory and government fees are pass-through costs.** Filing fees, stamp duty, levies, and similar charges are collected from you and remitted to the authority on your behalf. We act as a **pure agent** within the meaning of Rule 33 of the Central Goods and Services Tax Rules, 2017 in respect of such amounts, which are accordingly excluded from the value of our supply, subject to the conditions of that Rule being met. These amounts are shown separately on your invoice.

7.3 **GST.** Our professional fees are subject to GST at the applicable rate. **A GST invoice bearing your GSTIN is issued only where a valid GSTIN is furnished at the time of payment.** Please verify your GSTIN before paying; corrections after invoicing are subject to the time limits under the CGST Act and may not be possible.

7.4 **Non-payment.** If professional fees remain unpaid beyond **seven (7) days** of the invoice date, we may suspend further processing of the engagement and restrict access to Platform features after giving you written notice.

7.5 **Your data is never withheld for non-payment.** Suspension under Clause 7.4 does not affect your rights under the Digital Personal Data Protection Act, 2023. **You remain entitled at all times to access, and to receive a complete copy of, the documents and personal data we hold for you, free of charge, irrespective of any outstanding fee.** We may withhold Work Product not yet paid for; we do not withhold your own documents or personal data.

7.6 **Recovery.** Unpaid fees may be recovered through lawful means. We may disclose data to the extent necessary to establish or enforce such a claim, under Clause 9.6 of the Privacy Policy.

8. Cancellation and Refunds

8.1 **Cancellation and refunds are governed exclusively by our Refund, Cancellation and Service Modification Policy**, which forms part of this Agreement and prevails over this Clause in the event of conflict.

8.2 In summary, and without limiting that Policy: refunds are calculated on a **stage-based scale** reflecting work actually performed, not as a flat cancellation charge; **we do not levy a cancellation penalty**; statutory fees already remitted and irrecoverable transaction charges are deducted; and where we cancel for a reason not attributable to you, we bear the equivalent charges and refund in full, in accordance with Rule 4(8) of the Consumer Protection (E-Commerce) Rules, 2020.

8.3 *(For the avoidance of doubt, the "20% administrative fee" in our earlier Terms dated 20 January, 2025 no longer applies and has been replaced by the stage-based scale.)*

8.4 **Documents on cancellation.** Where an engagement is cancelled and no filing has been made, your documents are erased in accordance with Clause 3.4 of the Refund Policy and Clause 12 of the Privacy Policy.

9. Term, Suspension, and Termination

9.1 This Agreement continues for so long as you use the Platform or have a live engagement.

9.2 **You may terminate** at any time by written notice to info@taxque.in. Refunds follow the Refund Policy.

9.3 **We may terminate or suspend** on written notice where you breach this Agreement materially, where Clause 4.7 applies, or where fees remain unpaid after notice under Clause 7.4.

9.4 **On termination**: accrued rights and liabilities survive; you may export your documents free of charge; records under statutory retention are retained under Clause 12 of the Privacy Policy; and Clauses 5.1, 7.5, 7.6, 10, 11, 12, 13, 14, and 15 survive.

PART D - INTELLECTUAL PROPERTY

10. Intellectual Property

10.1 **The TaxQue mark.** "TAXQUE" is a trade mark registered under the Trade Marks Act, 1999. **The mark is registered in the name of its individual proprietor and is used by ARB FinTech LLP under authority of the proprietor.** All rights are reserved by the proprietor and, to the extent of its permitted use, by ARB FinTech LLP.

10.2 You may not use the TaxQue name, logo, or brand identifiers - including in meta-tags, hidden text, keyword advertising, domain names, or social media handles - in any manner suggesting endorsement, affiliation, or partnership, without a written agreement. Unauthorised use is actionable under the Trade Marks Act, 1999.

10.3 **The Platform.** Its architecture, interface, components, code, and databases are protected under the Copyright Act, 1957 and remain our property or that of our licensors. You are granted a limited, non-exclusive, non-transferable, revocable licence to use the Platform for your own compliance purposes.

10.4 You may not decompile, reverse-engineer, or attempt to extract source code; create mirrors, frames, or derivative platforms; scrape, crawl, or bulk-extract content; circumvent access controls or security measures; or use the Platform to build a competing service. Such conduct may also attract Sections 43, 65, and 66 of the Information Technology Act, 2000.

10.5 **Your Work Product.** Returns, computations, financial statements, and filings prepared for you, and all documents you supply, **belong to you**. On payment of fees due for that Work Product, you may use, retain, and reproduce it without restriction. We retain a copy solely to meet statutory retention obligations.

10.6 **Feedback** you volunteer about the Platform may be used by us without obligation or compensation.

PART E - RISK ALLOCATION

11. Limitation of Liability

11.1 **Cap.** To the maximum extent permitted by law, our aggregate liability arising out of or in connection with any engagement shall not exceed **the greater of (a) the professional fees actually received by us for that specific engagement, or (b) Rs. 25,000 (Rupees Twenty-Five Thousand)** . The floor at (b) applies equally to engagements at nominal cost, at concessional rates, or free of charge, so that **no engagement carries a nil cap**.

11.2 **Matters not limited.** Nothing in Clause 11.1 limits or excludes liability for fraud or fraudulent misrepresentation; wilful misconduct; gross negligence; death or personal injury caused by negligence; our statutory obligations under the Digital Personal Data Protection Act, 2023, which cannot be contracted out of; or any liability which cannot lawfully be limited under Indian law.

11.3 **Excluded losses.** Subject to Clause 11.2, we are not liable for indirect, incidental, consequential, punitive, or exemplary loss, or for loss of profit, business, goodwill, or opportunity.

11.4 **User-caused consequences.** Subject to Clause 11.2, we are not liable for interest, penalty, late fee, prosecution, or additional tax arising from information you supplied that was inaccurate, incomplete, or delayed; documents supplied after a deadline had become unachievable; your failure to respond to a departmental notice shared with you; or your approval of a draft containing an error you were in a position to identify.

11.5 **Third-party systems.** We do not control government portals or third-party services and are not liable for their downtime, error, rejection, data loss, or procedural change. **Such an event does not exhaust your fee -** the engagement remains live and we complete it once the system is available.

11.6 **Security.** We implement the safeguards described in Clause 11 of the Privacy Policy. You acknowledge that no internet-based system is impregnable, and we do not warrant absolute security. This does not limit our obligations or your remedies under the DPDP Act.

12. Indemnity

12.1 You agree to indemnify and hold harmless ARB FinTech LLP and its designated partners and employees (and, through us, any Associate Professional) against third-party claims, demands, penalties, and reasonable costs arising from: information you supplied that was false, incomplete, altered, or misleading; your breach of this Agreement; your failure to hold authority to disclose third-party data under Clause 5.5; unauthorised access to your account caused by your failure to safeguard credentials; or your use of the Platform for an unlawful purpose.

12.2 **This indemnity does not extend to** any claim arising from our own breach, negligence, or wilful misconduct, or from a matter for which we are liable under Clause 11.2.

13. Force Majeure

13.1 Neither party is liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, epidemic, civil unrest, strike, war, failure of a government portal, network or power outage, or cyber-attack notwithstanding reasonable safeguards.

13.2 The affected obligation is suspended for the duration of the event.

13.3 **Where 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.

PART F - DATA, GRIEVANCES, AND DISPUTES

14. Data Protection and Consent

14.1 Personal data is processed in accordance with our **Privacy Policy**, which governs all data matters and prevails over this Agreement on any such matter.

14.2 **Commercial and privacy consent are separate.** Your acceptance of this Agreement is a commercial agreement. It is recorded separately from, and is not bundled with, the consent you give under the standalone **Consent Notice** for the processing of your personal data. **Accepting these Terms does not constitute consent to any data-processing purpose, and declining an optional data-processing purpose does not prevent you from purchasing a service.**

14.3 Consent is recorded by explicit affirmative action. We do not use pre-ticked boxes or record consent by automatic means.

14.4 **Data retention** follows the schedule in Clause 12 of the Privacy Policy - broadly, seventy-two (72) months for GST records under Section 36 of the CGST Act, six (6) years for income-tax records, and eight (8) financial years for books of account of companies and LLPs under Section 128(5) of the Companies Act,

2013. Records relevant to a pending or anticipated proceeding are placed under legal hold.

15. Grievance Redressal

15.1 **Grievance Officer and Nodal Officer -** appointed under the Consumer Protection (E-Commerce) Rules, 2020, the Information Technology Act, 2000, and the DPDP Act, 2023.

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)

15.2 Every complaint is acknowledged **within 48 hours** with a ticket number. Commercial complaints are redressed within **one (1) month**; privacy complaints within the timelines in Clause 20 of the Privacy Policy.

15.3 **Escalation.** You may approach the **National Consumer Helpline** on **1915** or https://consumerhelpline.gov.in; a **Consumer Disputes Redressal Commission**, including online via **e-Daakhil** at https://edaakhil.nic.in; or, for personal data matters, the **Data Protection Board of India**.

16. Dispute Resolution, Governing Law, and Jurisdiction

16.1 **Good-faith discussion.** The parties will first attempt resolution through discussion for thirty (30) days.

16.2 **Arbitration - non-consumer disputes only.** Where you are **not** a consumer within the meaning of the Consumer Protection Act, 2019, an unresolved dispute shall be referred to arbitration by a sole arbitrator under the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration is **Hajipur, District Vaishali, Bihar**. The language is English. The arbitrator is appointed by mutual agreement, failing which by the competent court under Section 11 of that Act. The award is final and binding.

16.3 **Consumers are not required to arbitrate.** Clause 16.2 does **not** apply to a consumer. Consistent with settled law, an arbitration clause does not oust the jurisdiction of the consumer fora, and a consumer may pursue a complaint before a Consumer Commission notwithstanding Clause 16.2.

16.4 **Governing law.** This Agreement is governed by and construed in accordance with the laws of India.

16.5 **Jurisdiction.** Subject to Clause 16.6, the courts at **Hajipur and Vaishali, Bihar** have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement.

16.6 **Consumer rights preserved.** Where you qualify as a consumer, **nothing in Clause 16.5 restricts your statutory right under Section 34(1)(d) of the Consumer Protection Act, 2019 to institute a complaint before a Consumer Commission within whose jurisdiction you ordinarily reside, work for gain, or personally work.** Clause 16.5 applies to commercial and other non-consumer disputes.

16.7 Nothing in this Clause limits the jurisdiction of the Data Protection Board of India or of any tax, corporate, or regulatory authority exercising statutory powers.

PART G - GENERAL

17. Changes to this Agreement

17.1 We may revise this Agreement. The version number and date at the head indicate the current version.

17.2 **The version in force on the date of your payment governs that engagement.** A later revision does not apply retrospectively to an engagement already paid for.

17.3 Material changes are notified by email to your registered address and by notice on the Platform at least **fifteen (15) days** in advance. Continued use after that period constitutes acceptance of the revised Agreement for future engagements, but **is not consent to any new data-processing purpose**, which requires fresh consent under the Privacy Policy.

18. Notices

18.1 Notices to us: **info@taxque.in**, or in writing to either address in Clause 1.1.

18.2 Notices to you: your registered email address, registered mobile number, or Platform dashboard. It is your responsibility to keep these current.

19. Miscellaneous

19.1 **Assignment.** You may not assign this Agreement without our written consent. We may assign it on a merger, amalgamation, conversion, or transfer of business, on notice to you, the successor remaining bound by these terms.

19.2 **Severability.** If any provision is held invalid or unenforceable, it is severed and the remainder continues in full force.

19.3 **Waiver.** No failure or delay in enforcing any provision is a waiver of it. Any waiver must be in writing.

19.4 **No partnership.** Nothing creates a partnership, joint venture, agency, or employment relationship between you and us, save as expressly stated in Clause 7.2 in respect of pure agent status.

19.5 **Entire agreement.** This Agreement, together with the documents in Clause 2.1, constitutes the entire agreement between the parties and supersedes all prior understandings on its subject matter.

19.6 **Language.** This Agreement is executed in English. Translations are for convenience; in the event of conflict, the English version prevails.

20. Acceptance

By clicking "I Agree", completing a purchase, or continuing an engagement, you confirm that you have read and understood this Agreement, that you are eighteen (18) years of age or older and competent to contract, that where you act for an entity you are authorised to bind it, and that the information you furnish is true, accurate, and complete.

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	Privacy Policy	TQ-PP	All matters concerning personal data
2	Refund, Cancellation and Service Modification Policy	TQ-RCP	Refunds, cancellation, and service migration
3	Terms of Service	TQ-TOS	All other contractual matters

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

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