

TERMS & CONDITIONS

Welcome to Taxoctopus.com. By visiting our website and accessing the information, resources, services, products, we provide, you understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as 'User Agreement'), along with the terms and conditions as stated in our Privacy Policy (please refer to the Privacy Policy section below for more information).

1. RESPONSIBLE USE AND CONDUCT

- a. In order to access our Resources, you may be required to provide certain information about yourself (such as identification, email, phone number, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date.
- b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your accounts.
- c. Accessing (or attempting to access) any of our Resources by any means other than through the means we provide, is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical or unconventional means.
- d. Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.
- e. Attempting to copy, duplicate, reproduce, sell, trade, or resell our resources is strictly prohibited.
- f. You are solely responsible any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.
- g. We do not assume any liability for any content posted by you or any other 3rd party users of our website. However, any content posted by you using any open communication tools on our website, provided that it doesn't violate or infringe on any 3rd party copyrights or trademarks, becomes the property of www.Taxoctopus.com, and as such, gives us a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute as we see fit. This only refers and applies to content posted via open communication tools as described, and does not refer to information that is provided as part of the registration process, necessary in order to use our Resources. All information provided as part of our registration process is covered by our Privacy Policy.
- h. You agree to indemnify and hold harmless Taxoctopus.com a digital property of VERVE Financial Services Private Limited and its parent company and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this User Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this User Agreement. In such event, you shall provide us with such cooperation as is reasonably requested by us.

2. PRIVACY

Your privacy is very important to us, which is why we've created a separate Privacy Policy in order to explain in detail how we collect, manage, process, secure, and store your private information. Our privacy

policy is included under the scope of this User Agreement. To read our privacy policy in its entirety, click [here](#).

3. LIMITATION OF WARRANTIES

By using our website, you understand and agree that all Resources we provide are "as is" and "as available". This means that we do not represent or warrant to you that:

4. LIMITATION OF LIABILITY

In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of products and/or services. www.Taxoctopus.com will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by you as a result of using our Resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

5. COPYRIGHTS / TRADEMARKS

All content and materials available on www.Taxoctopus.com, including but not limited to text, graphics, website name, code, images and logos are the intellectual property of VERVE Financial Services Private Limited, and are protected by applicable copyright and trademark law. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on this site is strictly prohibited, unless specifically authorized by VERVE Financial Services Private Limited.

6. TERMINATION OF USE

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our website and Resources with or without notice and for any reason, including, without limitation, breach of this User Agreement. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Resources we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

7. GOVERNING LAW

This website is controlled by VERVE Financial Services Private Limited from our offices located in the state of NCR, India. It can be accessed by most countries around the world. As each country has laws that may differ from those of Tamil Nadu, India by accessing our website, you agree that the statutes and laws of Tamil Nadu, India without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this website and the purchase of any products or services through this site.

Furthermore, any action to enforce this User Agreement shall be brought in the federal or state courts located in Tamil Nadu, India. You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

8. CANCELLATION AND REFUND

Cancellation of order is not possible once the payment has been made. No refunds will be given except in the event of cancellation or non-performance of service by Verve Financial Services Private Limited.

9. GUARANTEE

UNLESS OTHERWISE EXPRESSED, www.Taxoctopus.com EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Change to Refund & Cancellation Policy

At Taxoctopus, we take pride in the services delivered by us and guarantee your satisfaction with our services and support. We constantly improve and strive to deliver the best accounting, financial or secretarial services through the internet. However, in case you are not satisfied with our services, please contact us immediately and we will correct the situation, provide a refund or offer credit that can be used for future Taxoctopus orders.

Refund Policy

When a payment of fee is made to Taxoctopus, the fees paid in advance is retained by Taxoctopus in a client account. Taxoctopus will earn the fees upon working on a client's matter. During an engagement, Taxoctopus earns fee at different rates and different times depending on the completion of various milestones (e.g. providing client portal access, assigning relationship manager, obtaining DIN, Filing of forms, etc.). Refund cannot be provided for earned fee because resources and man hours spent on delivering the service are non-returnable in nature. Further, we can't refund or credit any money paid to government entities, such as filing fees or taxes, or to other third parties with a role in processing your order. Under any circumstance, Taxoctopus shall be liable to refund only upto the fee paid by the client.

Procedure for Requesting Refund

Refund request can be initiated through online Platform after request. To request a refund, please request a refund in the concerned chat room to the relevant engagement manager. All refund requests must be made within 60 days of purchase. Refund request over 60 days will not be accepted and only credit will be provided for completion of service / change of service. We will complete processing your refund request within 4 to 5 weeks of receiving all the information required for processing refund like reason for refund, bank details for processing request, etc.

Change of Service

If you want to change the service you ordered for a different one, you must request this change of service within 60 days of purchase. The purchase price of the original service, less any earned fee and money paid to government entities, such as filing fees or taxes, or to other third parties with a role in processing your order, will be credited to your Taxoctopus account. You can use the balance credit for any other Taxoctopus service.

Standard Pricing

Taxoctopus has a standard pricing policy wherein no additional service fee is requested under any circumstance. However, the standard pricing policy is not applicable for an increase in the total fee paid by the client to Taxoctopus due to increase in government fee or fee incurred by the client for completion of legal documentation or re-filing of forms with the government due to rejection or resubmission. Taxoctopus is not responsible or liable for any other cost incurred by the client related to the completion of the service.

Factors Outside our Control

We cannot guarantee the results or outcome of your particular procedure. For instance, the government may reject a trademark application for legal reasons beyond the scope of Taxoctopus service. In some cases, a government backlog or problems with the government platforms (e.g. MCA website, Income Tax website, FSSAI website) can lead to long delays before your process is complete. Similarly, Taxoctopus does not guarantee the results or outcomes of the services rendered by our Associates on Nearest.Expert platform, who are not employed by Taxoctopus. Problems like these are beyond our control and are not covered by this guarantee or eligible for refund. Hence, delay in processing of your file by the Government cannot be a reason for refund.

Force Majeure

Taxoctopus shall not be considered in breach of its Satisfaction Guarantee policy or default under any terms of service, and shall not be liable to the Client for any cessation, interruption, or delay in the performance of its obligations by reason of earthquake, flood, fire, storm, lightning, drought, landslide, hurricane, cyclone, typhoon, tornado, natural disaster, act of God or the public enemy, epidemic, famine or plague, action of a court or public authority, change in law, explosion, war, terrorism, armed conflict, labor strike, lockout, boycott or similar event beyond our reasonable control, whether foreseen or unforeseen (each a "Force Majeure Event").

Cancellation Fee

Since we're incurring costs and dedicating time, manpower, technology resources and effort to your service or document preparation, our guarantee only covers satisfaction issues caused by Taxoctopus - not changes to your situation or your state of mind. In case you require us to hold the processing of a service, we will hold the fee paid on your account until you are ready to commence the service.

Before processing any refund, we reserve the right to make best effort to complete the service. In case, you are not satisfied with the service, a cancellation fee of 20% + earned fee + fee paid to government would be applicable. In case of change of service, the cancellation fee would not be applicable.

