

TERMS OF SERVICE

PLEASE READ THESE TERMS CAREFULLY AS THEY GOVERN THE PROVISION OF SERVICES BY THE COMPANY TO YOU.

The Services are controlled and operated by Korefi Business Solutions Private Limited (“**Company**”). Services provided by the Company may be provided by its employees, its group companies, affiliates, business partners, consultants, or any person associated with the Company. By availing any of the Services, You acknowledge that you have read and understood the following terms and conditions and have agreed that these Terms of Service constitute a binding agreement between You and the Company.

1. SERVICES:

1.1 The Company shall provide facilitation services to You in relation to tax-related workflows, either by itself, through third party software tools and/or through service contracts with third parties (“**Services**”).

1.2 The Company shall, at its sole discretion, select the third parties through which the Services, or any part thereof, shall be delivered to You to complete the Services.

1.3 This arrangement between You and the Company is one for Service to be provided by the Company to You and shall not be construed to create any relationship of joint venture, partnership, agency, employment, or such other relationships between You and the Company or its employees / third parties. You understand and specifically agree that this agreement covers only specific Services to be delivered by the Company to You.

2. FEE

For the Services that you avail, you shall pay a one-time fee to the Company which shall be payable as per mutual written confirmation between You and the Company.

3. COVENANTS

3.1 The Company shall undertake the following activities to complete the delivery of Services, on a principal to principal basis:

- i. Create a database of the User Data shared by You for the purposes of facilitating tax-related workflows and onward transmission to third party professionals;
- ii. Forward the User Data and other information in a secured manner to such third parties as may be required to facilitate the completion of Services to You and to follow up with them to receive their reports or opinions as expeditiously as possible;
- iii. Provide information to You regarding the status of the documentation or completion of the Services;
- iv. Communicate with You from time to time regarding the requirement of any information or documents to complete the provision of the Services;
- v. Use best endeavors to source and recommend only those persons or entities as third party service providers who are creditworthy, *bonafide* and genuine and who are capable of complying with the obligations required to provide the Services.

3.2 By availing the Services from the Company, You represent and undertake that:

- i. You have attained the age of consent as applicable to You and are at least eighteen (18) years old;
- ii. You have the legal capacity, power and authority to enter into and be bound by these Terms of Service;
- iii. You are not a citizen of, resident of, or located in any country, territory or region that is subject to any government embargo or comprehensive sanctions, and are not otherwise prohibited from using the Services under the laws or regulations of the United States, India, or any other applicable jurisdiction;
- iv. You shall be solely responsible for reviewing and confirming the accuracy, completeness, and correctness of all information, data, and documents processed by the Company for the purposes of the Services. You understand that the Company and its service providers act

only as facilitators based on the information furnished by You, and that the Services shall be completed only upon verification by You. The Company and its service providers shall not be liable for any errors, omissions, or consequences arising from inaccuracy in information furnished by You and/or for any inaccuracies that You fail to rectify at the time of such verification by You.

v. You are not included in, owned or controlled by, or acting on behalf of any person or entity listed on any sanctions, denied party, restricted party or prohibited list maintained by the United States, India or any other applicable governmental authority.

4. LIABILITY AND INDEMNITY

4.1 The Company, its affiliates, employees, agents, officers and directors are collectively, referred to as “**Indemnified Parties**”.

4.2 The Indemnified Parties hereby disclaim all warranties and conditions with regard to the Services.

4.3 To the maximum extent permitted by applicable law, in no event shall the Indemnified Parties or their respective representatives be liable to You or any direct, indirect, punitive, exemplary, incidental, special, consequential, or any other damages whatsoever, including, without limitation, damages for loss of use, data, or profits arising out of or in any way relating to the use or delivery of any of the Services, the delay or inability to use any of the Services, the provision of or failure to provide the Services, or for any information, software, products, services, and related material obtained through the use of the Services, or otherwise arising out of or relating to the use of the Services, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Indemnified Parties, have been advised of the possibility of such damages.

4.4 To the fullest extent permitted by applicable law, You release the Indemnified Parties from all responsibility, liability, claims, demands, and/or damages of every kind and nature, in any way arising out of or related to the Services, or in relation to any professional tax services, that in any way arise out of or are related to the acts or omissions of the Company and/ or third parties.

4.5 You shall be liable to indemnify and keep indemnified the Company against all or any direct pecuniary loss sustained by the Company by reason of any act of fraud, misrepresentation, misappropriation, embezzlement or fraudulent monetary conversions committed by You or persons authorized / engaged by You during and after the completion of Services by the Company.

4.6 No employee of the Company is authorized to make any statement that adds to or amends any of the limitations contained in these Terms of Service.

4.7 If you are dissatisfied with the Services or You do not agree with any part of the Terms of Use, or the Privacy Terms, your sole and exclusive remedy is to discontinue using the Services of the Company.

5. CONFIDENTIALITY

Subject to the Privacy Terms, the Company and its personnel/ employees / other staff will carry on their functions and operations and render its Services in such manner as to retain in strict confidence all User Data received by it and shall not disclose any such information, data or documents to any third party except as may be required to provide the Services. You provide Your explicit consent to the Company to collect, process, use and disclose Your Personal Information and tax related information to third parties as may be necessary to complete the provision of Services by the Company.

6. TERMINATION

The Terms of Service shall stand terminated by the Company under the following circumstances:

i. With immediate effect, if the User Data provided by You, or any part thereof, is found to be grossly inaccurate, misleading, false or inappropriate to complete the provision of Services;

ii. In the opinion of the Company ,the interest of either the Company or its customer/s will be in jeopardy should the Services from the Company are continued;

iii. The provision of Services by the Company become unlawful or illegal, for any reason whatsoever, including changes in law or regulations applicable to the Services.

You hereby agree that upon termination, the Company’s discretion shall be final and binding with respect to any amount which may be due and payable including the pay outs for the Services already provided by the Company.

7. DISPUTES

Any disputes arising out of or in relation to these Terms of Service or regarding the interpretation thereof, shall be referred to a sole arbitrator jointly appointed by You and the Company under the provisions of the Indian Arbitration and Conciliation Act, 1996 with the seat of arbitration being Bangalore, India. If no consensus is reached within 30 days, a petition can be filed with the relevant court for appointment of the arbitrator.

8. DISCLAIMERS

- The Company shall, on a best effort basis, make the Services available at all times, but does not guarantee that the Services will be error free or be provided without interruption;
- The Company does not provide any warranty, whether express or implied, on the suitability, merchantability or fitness of the Services for any particular purpose;
- The Company does not provide any guarantee or promises to ensure any tax return to You or achieve a preferred outcome in any form or manner;
- No advice, whether oral or written obtained through the Services, will create any warranty as to the accuracy, reliability or suitability of such advice to You;
- Unless expressly stated otherwise, the Services are not insured by the Company or any third-party insurer;
- The Services do not include any post filing activities / support by the Company and are not implied to include the same in its scope of Services;
- Any outputs generated by or through the Services may be automated, probabilistic in nature, and may be inaccurate or incomplete, and must be independently reviewed and validated before use;
- All reports, analytical data, advice, texts, links, and all Services are provided by the Company on an as-is basis, and do not purport to be legal documents, and do not carry any warranties, express or implied, of any nature regarding its accuracy or completeness;
- The Company acts solely as a facilitator. The Company does not itself provide professional tax advice, tax opinions, tax representation, or statutory tax filings in its own name and is not a licensed tax practitioner, public accountant or authorized filing agent. Any tax preparation, tax filing, certification, or professional services, where required, are provided by independent third-party professionals who shall be solely responsible for such services.
- The Company shall not exercise control over, or assume responsibility for, the professional judgment, tax positions, filings, or compliance actions of any third-party service provider.
- Information disseminated or provided by the Company is for general use only and does not constitute an offer or solicitation to purchase any financial instrument;
- All testimonials are from real Users and may not reflect a typical User experience. Testimonials are not intended to represent or guarantee that You shall achieve the same or similar results / benefits from use of the Services;
- The Services are not provided as a source of financial advice, and You should not rely on statements and representations made during the provision of Services;
- You, or persons You represent, shall remain liable for Your / their respective tax obligations and the Company shall not be liable for any tax-related issues, disputes, penalties or adverse financial consequences incurred by You, or persons You represent, whether resulting from Your use of the Services or otherwise;
- The Company shall not handle any money, cheques and other negotiable instruments, securities, policies and any other documents / particulars on Your behalf even if such instruments are delivered to, collected by or found in the possession of the Company;
- By availing the Services, You represent to the Company that You have the requisite competence and authorizations from statutory and regulatory bodies of Your jurisdiction to avail the Services provided by the Company. The Company does not claim to prepare, file, transmit, or electronically submit tax returns, or communicate with the Internal Revenue Service (IRS) themselves or any state tax authority in any manner whatsoever. The Company is not licensed, certified, endorsed, or approved by the IRS and does not claim to be an authorized e-file Service Provider. All tax-related decisions, filings, interpretations, and compliance obligations remain Your sole and absolute responsibility;
- The Company cannot guarantee that Your downloads will be free from viruses, malware, harmful code, corruption, or security vulnerabilities. You are solely responsible for implementing adequate cybersecurity measures, including antivirus protections and secure storage practices;
- The Services may rely on, use, integrate with, or be enabled by third-party software, tools, application programming interfaces (APIs), cloud infrastructure providers, artificial intelligence models, professional advice, professional services or other external services ("Third-Party Services"). The Company does not own, operate, or control such Third-Party Services and disclaims all liability arising from or related to the availability, performance, legality, security, functionality, accuracy, or interruption of such Third-Party Services. Any use of Third-Party Services in connection with the Services shall be at the Company's discretion, and the Company shall not be

responsible to You or any other person for any loss, damage, data breach, service disruption, or adverse consequences resulting from the acts, omissions, or failures of such Third-Party Services;

- The Services rely completely on the User Data provided / uploaded by You; the Company is not obligated to independently verify the completeness or accuracy of the User Data. [For the purposes of this document “User Data” shall mean all financial records, bank statements, credit card statements, accounting information, tax related information / documents, bills, invoices, transaction details, business documents, or any other data, materials, or content provided, submitted, synced, or otherwise made available by You for the purpose of availing the Services. User Data expressly excludes any reports, insights, analytics, categorizations, graphs, charts, models, summaries, data obtained through authorized integrations with third-party systems or other derivative outputs generated by the Company during the course of providing the Services or otherwise];
- You remain solely responsible for ensuring that the sharing of User Data to the Company comply with all legal and regulatory obligations applicable to the sharing of such information by You;
- You are solely responsible for obtaining all requisite consents for providing taxpayer data to the Company or processing such data through the Services;
- The Company may modify, update, suspend, or discontinue the Services or any part thereof, or withdraw any information made available in connection with the Services, at any time without any notice;
- The Company assumes that the Services shall be availed by You solely for its intended purpose and not for any usage that is restricted or prohibited by applicable laws and regulations;
- Your eligibility to avail any Services are subject to the Company’s final approval;
- The Company (including its affiliates, directors, officers, employees, agents, and service providers) is not / shall not be liable to You or any third-party for any special, direct, indirect, incidental, consequential, exemplary, or punitive damages, or for any other losses or damages whatsoever, including but not limited to loss of profits, loss of revenue, loss of goodwill, business interruption, data loss, corruption of data, security breaches, system compromise, service downtime, delays, errors, or inability to access or avail the Services, arising out of or relating to: (a) Your access to, use of, or inability to access or use the Services; (b) any interruption, suspension, delay, malfunction, or failure of the platforms required to provide the Services, systems, servers, or networks; (c) any loss, damage, corruption, unauthorized access to, or misuse of User Data or any other data transmitted, stored, or processed by the Company for the Services; (d) any acts, omissions, conduct, or content of any third party, including Third-Party Services, whether accessed directly or indirectly by the Company to provide the Services; (e) any content, information, reports, outputs, or materials obtained from or through the Company to provide the Services; or (f) any unauthorized access to, alteration of, or use of Your account, transmissions, or User Data; whether based on contract, tort (including negligence), warranty, statute, or any other legal theory, and whether or not the Company has been advised of the possibility of such damages;
- Under no circumstances shall the aggregate liability of the Company for damages exceed the amount You paid to the Company (if any), for Services availed by You from the Company, in the immediately preceding 1(one) month from the date of the claim. The limitations of this subsection shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether or not the Company has been informed of the possibility of any such damage or a remedy;
- Your sole and exclusive remedy for any dissatisfaction with the Services is to discontinue use of the Services;
- You shall retain ownership of User Data to the extent such ownership existed prior to its submission to the Company, and by availing the Services, You grant the Company a non-exclusive, worldwide, royalty-free license to access, use, process, store, modify, analyse, and create derivative works from such User Data solely for the purposes of providing, maintaining, improving, and operating the Services, in accordance with applicable laws;
- The Company shall at all times remain the sole and exclusive owner of all Company Data and all associated intellectual property rights therein, including any enhancements, modifications, improvements, or derivative works, whether created during or after the provision of the Services. Nothing contained herein shall be construed as transferring any ownership rights in the Company Data to You or any third party, whether claiming through You or otherwise. [For the purposes of this document, “Company Data” shall mean all information, data, materials, content, software, systems, methodologies, workflows, processes, reports, analytics, dashboards, templates, models, algorithms, artificial intelligence outputs, aggregated or anonymized data, derivative works, usage data, system-generated information, and all other materials created, developed, generated, or provided, whether independently or by the use of User Data, by the Company in connection with the Services];
- The disclaimers contained in this document operate without prejudice to any rights, entitlements or remedies of the Company available to it contractually, under equity or under applicable law and shall not be deemed to be a waiver of the same;
- The Services, and any access to it, shall be governed by and construed in accordance with the laws of India.