

TERMS & CONDITIONS
including
PRIVACY POLICY
for availing services
of web-portal / app in the name & style
of
“**fixmytax**” [www.fixmytax.in]
product of **KARSATHI CONSULTANTS PRIVATE LIMITED**
Founded & promoted by **Dr. Pawan Jaiswal [IPR owner]**

By clicking the acceptance “I agree” you are agreeing to accept the term and conditions as laid down hereunder. “**fixmytax**” is an IPR of Dr. Pawan Jaiswal; Promoter & Founder Karsathi Consultants Private Limited a web-based / app-based portal for providing a one stop platform for all intricacies related to taxation.

It is to be appreciated that the agreement between “fixmytax” / KARSATHI CONSULTANTS PRIVATE LIMITED [KCPL] is governed by Section 2(a) of the Indian Contract Act, 1872 where in the user signifies his willingness to obtain services from “fixmytax” / KCPL with a view to obtain assent from “fixmytax” / KCPL as if he is making proposal whose approval is sole discretion of “fixmytax” / KCPL.

This online Agreement for Services (the “Agreement”) is a legally binding contract between you (i.e. user) and KARSATHI CONSULTANTS PRIVATE LIMITED (KCPL) marketed through its product “**fixmytax**”.

It is specifically transliterated in this Agreement that if you (i.e. user) provides his PAN and Password of the Income Tax Department or GST Login & Password or any other Statutory Logins & Passwords to “fixmytax” / KCPL at the time of registering himself for availing the services provided by “fixmytax” / KCPL; he / she / it; thereby authorises the Karsathis’ of “fixmytax” / KCPL to file any applications, petitions or pleadings, to file, produce or receive back any documents, to withdraw or compromise the proceedings, to refer any matter to arbitration, to deposit or withdraw any moneys, to execute any decree or order, to certify payment, and / or receive any moneys due under such decree or order on behalf of the user and the user undertakes to ratify any act of Karsathis’ of “fixmytax” / KCPL.

It is specifically stated that “Karsathis” means any person / professional who is empanelled by “fixmytax” / KCPL to prepare / submit replies, answer or return to the Tax Returns / Reply to Notices or other queries as raised by the user.

Your usage of this Agreement governs any of the following services:

1. “fixmytax” Income Tax / GST Return Filing Service;
2. “fixmytax” Tax Related Query;
3. “fixmytax” Tax Related Assessments / Appeals / Tribunal;
4. “fixmytax” Any Other Services related to afore-said at 1 to 3 and any other related “**fixmytax**” service or other service that you select, pay for or use in connection with “**fixmytax**” tax preparation products and services, or other related services provided by “**fixmytax**”.

If you do not agree to the terms and conditions of this agreement, please do not access, download, or use any part of the products and services.

1. License and Permitted Use:

According to the terms and conditions of this Agreement and the payment of all the requisite fees; KCPL grants to you a restricted, personal, non-transferable right to use the services for preparation of replies to your Notices of Income Tax / GST; preparation of First Appeal, preparation of Second Appeal and use the portal “fixmytax” to prepare and electronically file (“e-file”) your tax returns. It is to be appreciated that your usage for services of “fixmytax” may require payment of additional fee if needed as per your further requirement of service. This Agreement permits you to access and use of the services only in the manner set forth herein for which you have paid requisite fees. You may avail the services through KCPLs’ online service available at <https://www.fixmytax.in> or any other approved third-party website as KCPL may direct. By entering into this Agreement, you hereby agree that you will not use the services in connection with providing tax advice or

to provide any other services to any other party [except only in case of Platinum Membership of the Portal]. It is to be appreciated that you agree to provide bonafide and genuine details for preparation of replies against Income Tax / GST Notices and before filing your tax returns you shall be solely responsible for reviewing all of your Forms under Income Tax / GST that result in calculating your tax liability.

2. Eligibility to use the web-site / app (iOS & Android & Others) “fixmytax”:

You should have attained 18 (eighteen) years of age or above [or under guardianship in case of minor] and in case of you are availing services on behalf of a minor; then your authorisation is mandatory for the same; You are of legal age to form a binding contract and has not been barred from receiving the platform services under the applicable laws and are competent to enter into a binding contract. In the event the company has to face over-burdened server issues, it reserves the right to restrict access to the “fixmytax” to new users and if any user has been suspended or removed by the KCPL for any reason whatsoever shall not be entitled to avail the services of “fixmytax”; and

By making payment at the web-site / app “fixmytax”; you hereby approve that payment made at the web-site / app is the money owned by you from your own Bank Account / Wallet Payments and the same has been earned through legitimate means involving no amount in violation of National Security Act.

3. Intellectual Property Rights [IPR]:

“fixmytax” the product of KCPL is Intellectual Property Right of Dr. Pawan Jaiswal; the Founder & Promoter of Karsathi Consultants Private Limited [KCPL]. Ownership of the services and all associated intellectual property rights are vested exclusively by KCPL and its Promoter & Founder. While using the services of “fixmytax” / KCPL you do not acquire any ownership interest in the services or component of the services. Under this Agreement you are not granted any right

to title or interest in or to any trademark, logo, or trade name of “fixmytax” / KCPL or its Associates. “fixmytax” / KCPL and its Promoter & Founder is the exclusive owner of the copyright for the services and KCPL and reserves all rights related to such ownership, including the right to make imitative works of the services. Any upgradation, enhancement, modifications, and intellectual property rights shall remain the sole proprietary of “fixmytax” / KCPL / Dr. Pawan Jaiswal.

4. Privacy Policy:

“fixmytax” / KCPL’s privacy policy shall dictate the use of the services offered by it to the person accepting this agreement; the same is as under:

- This Privacy Policy is applicable to all the users, net-surfers and registered users of “fixmytax” / KCPL and all other beneficiaries whether directly or indirectly related to the services offered by our web-site / app.
- It is to be appreciated that “fixmytax” / KCPL collects your financial & non-financial information in order to provide and continually improve its services as per your desire.
- For obtaining the basic idea of web / app “fixmytax” / KCPL at a particular period of time our Privacy Policy is subject to change without Notice per-se. To safe-guard your interest; it is suggested that to keep aware of any changes, please review this policy periodically.
- Particulars of your visit to portal “fixmytax” / KCPL may be gathered through cookies and other tracker technologies which includes your IP address, location, web-version etc.
- The information collected by web-site / app may include your name, address, e-mail address, contact number and other Government Issued Identities to verify your credentials. For preparation of replies to Notices or filing of Appeal / Tax Returns [Income Tax & GST] you may have to provide us your PAN, Notice, Bank Details and other necessary documents

to prepare replies and Appeal / Tax Returns [Income Tax & GST] as in case of off-line mode.

- The aforesaid information is collected to prevent online fraud, facilitate preparation of replies, Tax Returns [Income Tax & GST] for precise and smooth response to Notices, Tax Returns [Income Tax & GST] and other query raised by the user at web-site / app of “fixmytax” / KCPL.
- The personal information provided by the user may be used by “fixmytax” / KCPL to accomplish proper Video Conferencing / replies / Appeal / Tax Returns [Income Tax & GST] as requested, to maintain quality of service, to communicate about any changes to the terms & condition of our service. “fixmytax” / KCPL will never exploit your personal & financial data where fulfilling of these overrides your interest.
- The purpose of the Privacy Policy is to comply with the Information Technology Act, 2000 as amended on date alongwith other allied laws as applicable for time being force. It is specifically stated that by visiting the web-site / app you have given consent to honour the Privacy Policy of “fixmytax” / KCPL.
- “fixmytax” / KCPL will share your data inclusive of documents with the parties to whom we have agreements to execute your work.
- “fixmytax” / KCPL is committed with all due care and diligence and technological advancement to protect your personal data from intrusion. We maintain commercially reasonable physical, electronic and procedural safeguards to protect your personal information in accordance with the Information Technology Act, 2000 as amended up till date and other relevant laws time being in force in India. All information within our control is stored on our secure servers, accessed and used subject to our security policies and standards.
- “fixmytax” / KCPL has implemented generally accepted standards of technology and operational security in order to protect personally identifiable information from loss, misuse, alteration or destruction. All the

personal information as may be provided by the user on the website / app is transmitted using secured encryption.

- “fixmytax” / KCPL will maintain your informations and data until completion of your work / matters; thereafter will follow strictly purging policy as decided from time to time.
- “fixmytax” / KCPL gives you right to the written outcome available on the site of Income Tax / GST Department and preparation of matters in your case done by “fixmytax” Experts till it is purged after completion of our work.
- “fixmytax” / KCPL gives you right to raise genuine precise grievance alongwith testimonial evidence to Smt. Nidhi Pawan Singh (Advocate Allahabad High Court); karsathi.nidhi@gmail.com; Mobile - +91-9415308221 [Mon – Fri: 11:00 AM to 5:00 PM].
- Read the above Privacy Policy with due care. It provides information about how we use personal information / data and the rights available to you under the Information Technology Act 2000 as amended till date. This website / app contains links to other third party websites including essential web-sites / app of Central & Different State Governments of India. If you click a link to any of these websites / apps, please note that they have their own privacy policies and that “fixmytax” / KCPL do not accept any responsibility or liability for their policies or processing of your personal information. “fixmytax” / KCPL want you to be informed about what information we collect and how we use it to render you our services, as per your proposal through selecting the service / Membership plan. “fixmytax” / KCPL do not sell or share your personal & financial information with unauthorized third parties for their own commercial uses subject to sharing of information for national interest or as directed by the Government Statutory Agencies / Judicial Authorities.

It is the sole discretion of KCPL to change the Privacy Policy at any time in consonance with the applicable laws. If there is any material change in the Privacy Policy; then the “fixmytax” / KCPL shall inform you by any one or more than one of the following methods:

- We will inform the users about such changes by posting the same on its web-site / app; or
- An e-mail will be sent informing / updating about the changes. By using / availing the services from “fixmytax” / KCPL you are required to furnish certain information / details for preparation of your Tax Returns / Reply to Notices or other queries and personal information. If you are using the “fixmytax” portal for filing your Tax Returns then the “fixmytax” / KCPL will collect and transmit your Data as supplied to the referred Tax Portal (Income Tax & GST) and you shall be solely responsible for the information shared by you at the portal of “fixmytax” and its authenticity and genuity. Further; “fixmytax” / KCPL shall retain a copy of the such documents uploaded at Tax Portal (Income Tax & GST)s to the level as permitted under law.

5. Procedure at “fixmytax” / KCPL:

An user of the “fixmytax” / KCPL will generally proceed as follows:

User Process:

1. First Step would be Login at web-site / app of “fixmytax” / KCPL
2. Second Step would be to submit statutory required documents / details as required for Tax Returns and Reply for Notices / Preparation of Appeal / matters etc.
 - i. It may be manual / through e-mail,
 - ii. It may be Automated

During the User Process for uploading of documents / details; following terms shall be followed to make least liabilities of “fixmytax” / KCPL if any due to any circumstances beyond the reach and control of “fixmytax” / KCPL:

If any assessment / appeal / other query is not answered in your favour by the Adjudicating Authorities or for any of the reason Tax Return filed by you is not processed completely or halts in the process due to weak internet connection / or any other technical glitches or legal latches; then data once transferred shall be processed by the respective Tax Portal (Income Tax & GST). In such cases and otherwise the user is absolutely liable for verifying his / her / their Tax Returns / replies filed to ensure that same have been filed and received by the Tax Portal (Income Tax & GST) and take suitable alternate steps accordingly. It is the responsibility of the user to take hard copy of the Replies / Written Submissions / Tax Returns filed for their future references; “fixmytax” / KCPL shall in no manner be responsible for retrieving such details / data from the Tax Portal (Income Tax & GST). For availing online assistance for filing of Appeal / Replies to Notices / Tax Returns at Tax Portal (Income Tax & GST) the user shall provide requisite documents to “fixmytax” / KCPL well in advance reasonable time for execution of Replies against Notices & filing process of Tax Returns at Tax Portal (Income Tax & GST). Furnishing of accurate data / details is the sole responsibility of the user and “fixmytax” / KCPL shall not be liable for any interest / penalty / prosecution / tax due to:

1. Any type of accounting error done at any end; or
2. In any case the liability for reimbursement as arose at Sl. No. 1 cannot exceed the amount of fee paid by the user to this Agreement.

6. Disclaimer of Assurance / Terms & Conditions (Caveat Emptor):

“fixmytax” / KCPL does not make any warranties whether expressed or implied other than those outlined in this agreement. Neither “fixmytax” / KCPL license or promise that the online services offered by it are free from bugs or errors; nor

guarantee about the performance, accuracy, or reliability of the services or their ability to meet your requirements in toto. "fixmytax" / KCPL is offering services as an attempt to assist in preparation of replies to Notices (Income Tax, GST & Others) and filing of Tax Returns (Income Tax & GST) and in no manner diminishes your liability or discretion for independently using the service offered at "fixmytax" / KCPL. User i.e. assessee's are exclusively responsible for providing correct & accurate information at the portal of "fixmytax" / KCPL. Any desired or guaranteed result as desired by the user is not warranted / assured by the "fixmytax" / KCPL in any manner what-so-ever.

"fixmytax" / KCPL has entered into developmental agreement with XoQoVo Private Limited and also Joint Venture Agreement with Infotrust Singapore Pte. Ltd. for smooth operations and enhance the production, productivity and cost effectiveness of the web / app amongst the masses; whereas any act done by them at their own discretion in any manner shall not make liable "fixmytax" / KCPL for any damages arising to the user / society at large.

7. Compensation on Liability and Damages in case of:

As aforesaid no matter what-so-ever liability or damage occurred to the user while availing the services of "fixmytax" / KCPL; the user shall not be eligible for any damages; if any adverse outcome / result is due to the wrong information / data supplied by the user. Further any damages arising out as enumerated in this Agreement; the reimbursement for damages will be restricted to the fees paid by the user for availing that particular service due to which such damage has arose.

By accepting to this Agreement, you agree that at any time any liability for claim or damages arising out of use of services of "fixmytax" / KCPL shall not be the liability of "fixmytax" / KCPL due to any of the following:

1. Any charges for obtaining updates of services of “fixmytax” / KCPL;
2. Any use of the reply / documents / Tax Returns resulting in by use of services of “fixmytax” / KCPL;
3. Any additional increase in fees or other expenses due to troubleshooting or methodical support for the services offered by “fixmytax” / KCPL.
4. User’s incapacity to use the services offered by “fixmytax” / KCPL;

By accepting this Agreement; the user appreciates that elementary purpose of this Agreement can be achieved even with the limitations on liabilities as inscribed in this Agreement. Further, the user understands that “fixmytax” / KCPL cannot offer the services without these limitations.

8. Demographical / Geographical Locations:

All the web-site / app services are available at all geographical locations; however, depending on your area, certain services may not be available at your geographical location. Availability or eligibility for any / all the services of the KCPL and/or “fixmytax” is the absolute discretion of “fixmytax” / KCPL as per law of land.

9. E – Payments:

“fixmytax” / KCPL is no manner liable for any loss arising directly or indirectly due to decline / failure of any transaction on account of net-banking / debit card / credit card / UPI or any other means of merchandise payment, on account of the user having exceeded the pre-set limit mutually agreed between “fixmytax” / KCPL and its Bankers or any network connection failure.

10. Bar & Limitations:

You will not, directly or indirectly:

1. Eliminate any proprietary marks / signs on the services availed from “fixmytax” / KCPL.
2. Try to ascertain / derive source code of the product / services available at the web-site / app of “fixmytax” / KCPL.
3. Replicate the services offered by “fixmytax” / KCPL in any manner whatsoever either electronically or manually without the written permission of the owners.
4. Use the services offered by “fixmytax” / KCPL in any manner other than that intended by KCPL for the benefit of any other person than himself and shall indemnify any loss occurring to the “fixmytax” / KCPL; if any arising out of such misuse and misrepresentation including counsel’s fee and other allied expenses.
5. Attempt to incapacitate or sidestep the services offered by “fixmytax” / KCPL. The user of the Agreement is bound to follow all the terms and conditions expressly mentioned in this Agreement and any breach of the clauses shall be assessee’s sole responsibility. Further; the “fixmytax” / KCPL reserves all the rights not expressly permitted in this Agreement.

11. Security:

User undertakes to take rational security precautions to safeguard the user ID and password allotted to him / her or their for availing service of “fixmytax” / KCPL.

If there is any unauthorised use of user ID / password given to the user; then it shall be immediately communicated to team of “fixmytax” / KCPL. The user is solely responsible to keep confidential user ID / password provided to him / her / them. “fixmytax” / KCPL is no manner responsible for any virus or spyware attack or cyber-crime on their personal computers or network connections.

12. Calling, SMS, WhatsApp, Telegram & Other Similar Platforms Policy:

The user by agreeing to this Agreement gives specific rights to “fixmytax” / KCPL to send call /emails / SMS / WhatsApp / Telegram Message; alert service from the numbers / e-mails of “fixmytax” / KCPL even if the same are registered with National Do Not Call / Listed in National Customer Preference Register. Further, the user also approves that he / she / they will not lodge any complaint against “fixmytax” / KCPL for sending of messages from afore-mentioned mediums before the Telecom Commercial Communications Customer Preference (TRAI) Regulations, 2010 or any such other applicable regulations including any amendment thereof, as may be applicable from time to time.

13. Accord to E – Communications:

This consent to e – communications facilitates:

1. Users’ accord for e - delivery of all “Requisite Revelations” for use of the services of “fixmytax” / KCPL. The term “Requisite Revelations” of this Agreement implies all notices, query, Tax Returns, communications, or any other information required under statute / voluntarily for use of the services of “fixmytax” / KCPL by the user.
2. Any significant information / detail as required under the Information Technology Act 2000 as amended.

Opportunity of Consent

Users' consent to receive "Requisite Revelations" electronically is applicable on all "Requisite Revelations" in relation to users access for services of "fixmytax" / KCPL.

Consent

User hereby understands that he / she / they agree and give accord for e – delivery of "Requisite Revelations". The user also appreciates that he / she / they do not require any additional paper other than "Requisite Revelations" from "fixmytax" / KCPL unless specifically wished / solicited. On giving approval for call / emails / SMS / WhatsApp / Telegram Message alert service; the user accords permission & irrevocable right to receive call / emails / SMS / WhatsApp / Telegram Message alerts as forwarded by "fixmytax" / KCPL.

14. Refund & Cancellation Modalities:

The Refund & Cancellation policy for all payments made towards availing services of "fixmytax" / KCPL by the user for any mode of payment is as under:

The payment of fees for availing services of "fixmytax" / KCPL for registration at the web-site / app of "fixmytax" / KCPL is non-refundable or non-reimbursable in any circumstances what-so-ever. If the services offered by "fixmytax" / KCPL are not upto the requirement [as decided by QRB (Quality Review Board) of "fixmytax" / KCPL] of your Notice / Query / Tax Returns / Any Other Issues; then, user shall be refunded / reimbursed the payment made by him / her / it within 7 to 10 days of the payment made to "fixmytax" / KCPL. In circumstances where payment has been made more than once for raising the query due to system or net issues then "fixmytax" / KCPL shall refund your excess paid money in due course of time.

N.B. *Though, “fixmytax” / KCPL shall make genuine attempt to refund the money within the prescribed time but any delay due to any technical / server / bank / payment gateway will have to borne by the user.*

15. Indemnification:

The user agrees to defend and hold not guilty “fixmytax” / KCPL and its officers, employees, representatives, directors and agents from and against any and all claims, suits, losses, liabilities, penalties, damages (including related and consequential damages), costs and expenses (including reasonable counsels’ fees and expenses) consequential from or arising out of breach of this Agreement by the user.

16. Expiry or Termination of Agreement:

Notwithstanding anything contained in this Agreement; this Agreement may be terminated by “fixmytax” / KCPL if the user does not abide by the terms and conditions as laid down in this Agreement. Further, on cessation of this Agreement the user shall without any delay; immediately extinguish / purge all the documents in relation to services availed from “fixmytax” / KCPL and confirm the same in writing to “fixmytax” / KCPL.

17. Redressal of Dispute:

In case of any dispute arising between the parties to this Agreement; the same shall be subject to jurisdiction of High Court of Judicature at Allahabad – Allahabad Bench.

18. HELP US GOD.