

hellotax - Terms & Conditions

Last updated: October 1, 2020

These Terms and Conditions (“Terms”, “General Terms and Conditions”, “Terms of Service”) govern your relationship with hellotax (the “Software-as-a-Service”) operated by hellotax Global S.L. and the with hellotax Accountants (the “Fiscal Service”) operated by hellotax Accountants or any related or dominated, affiliated company (“Service Provider”, “us”, “we”, or “our”).

Contractual partners can only be entrepreneurs, a natural or legal person or a partnership with legal capacity that acts in the exercise of its commercial or independent professional activity when concluding a legal transaction.

Please read these Terms and Conditions carefully before using the Services, in particular the app <http://app.hellotax.com> or any related or supportive assistance (the “Service”)

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

1 Contract conclusion and subscription

- (1) The operator offers its users SaaS services via the Internet in the area of business software in conjunction with assistance in tax matters in the area of VAT for e-commerce dealers. The object of the contract is the provision of the Operator’s software for use via the Internet and the storage of the User’s data (data hosting) as well as the collection, preparation and processing of transaction data for the registration of VAT in the member states of the European Union. For clients domiciled outside the European Economic Area, additional registration and representation fees may be charged according to the Services & Fees schedule.
- (2) Some parts of the Service are billed on a subscription basis (“Subscription(s)”). You will be billed in advance on a recurring and periodic basis (“Billing Cycle”). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription. Services that are provided outside of the subscription are also covered by these Terms & Conditions as Individual Services.
- (3) At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or hellotax Global S.L. cancels it. You may cancel your Subscription renewal by contacting hellotax Global S.L. customer support team.
- (4) A valid payment method, including credit card or SEPA direct debit, is required to process the payment for your Subscription. You shall provide hellotax Global S.L. with accurate and complete billing information in particular including company details, full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize hellotax Global S.L. to charge all Subscription fees incurred through your account to any such payment instruments. The billing entity may differ from the company for which we provide our services and for which we are authorised to represent.

- (5) Should automatic billing fail to occur for any reason, hellotax Global S.L. will issue an electronic invoice and will try, within a certain deadline date (30 days), to charge your primary payment, secondary or third payment method with the full payment corresponding to the billing amount as indicated on the invoice.

2 Payments

- (1) One-Time payments are settled on a consolidated basis at the time the invoice is created. One-off payments are in particular registration fees, pro rata service fees, translation or legal fees, fees for individual services and factually comparable payments.
- (2) Recurring payments are automatically collected from the deposited primary payment source on the 1st of each month. Recurring payments are in particular the monthly service fees. *The first payment is initiated and collected in the last step of the checkout process.*
- (3) The monthly service fees are excluded from being offset against unconfirmed refunds by hellotax of any kind.
- (4) In the case of continued payment overdue, hellotax is entitled to pause the subscription temporarily, to shut it down completely or partially or to terminate it. The customer shall cover all third-party costs resulting from the delay. hellotax can require the customer to present a valid credit card for the continuation of the contract.
- (5) If payment overdue is caused by the fault of the customer (e.g. insufficient funds or return debit note) and results in a temporary suspension of the customer's account which blocks the submissions of the customer in one or more countries, the customer agrees to indemnify hellotax for any penalties incurred from the time of the payment overdue. A refund of the fines is excluded in that case.

2.1 Payment Methods

The customer is obliged to deposit a valid payment method and observe its validity.

We use an external service provider for the administration of the billing processes. In connection with the processing of these processes, we do not store any personal data or financial data such as credit card numbers. Rather, all such information is shared directly with our third party Chargebee, whose use of your personal information is governed by its privacy policy, which can be viewed at <https://www.chargebee.com/privacy/>. The service provider is classified as an EU-GDPR compliant, PCI DSS and ISO certified and SOC-1/SOC-2 compliant.

2.1.1 Credit Card

We use an external payment processor to process payments to us. In relation to the processing of such payments, we do not store any personal or financial information such as credit card numbers. However, all such information will be shared directly with our third party provider Stripe, whose use of your personal information is governed by its Privacy Policy, which can be found at <https://stripe.com/us/privacy>.

2.1.2 SEPA Direct Debit

We use GoCardless to process your Direct Debit payments. More information on how GoCardless processes your personal data and your data protection rights, including your right to object, is available at gocardless.com/legal/privacy/

2.2 Fee changes

- (1) hellotax Global S.L., in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.
- (2) hellotax Global S.L. will provide you with reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.
- (3) Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

2.3 Refunds

Certain refund requests for Subscriptions may be considered by hellotax Global S.L. on a case-by-case basis and granted at the sole discretion of hellotax Global S.L..

2.4 Credit and Coupons

hellotax shall have the right to, in its case, provide promotional and/or discount coupons for its customers. Available credit, in particular from marketing activities or goodwill, can be offset against the services used. A disbursement is excluded. If the customer redeems a promotion voucher with the order there is a minimum contract period of 12 months. In the case of a credit note there is a minimum contract period of 6 months.

2.5 Deferral and provision for payments

hellotax can postpone the required payment of an invoice until revoked. The customer must submit the request in advance to the customer service in an appropriate manner and will be informed about the granting of the deferral of the invoice. The invoice is then due on the agreed deferred date and is automatically collected via the customer's primary payment method. The customer is obliged to deposit a valid and chargeable payment method for this purpose.

2.6 Dunning and collection

- (1) Any delay in payment shall be subject to collection costs (including reasonable attorneys' fees) and shall bear interest at one and a half percent (1.5%) per month (pro rata for part periods) or at the maximum rate permitted by law, whichever is lower.
- (2) If the Customer has established a direct debit, the Service Provider will not debit the account specified by the Customer before three (3) days have elapsed from the date of invoice.

- (3) If the Customer is in arrears with the payment of fees for fifteen (15) days or more, the Service Provider may suspend access to the Application and any related services.
- (4) Complaints about invoices must be submitted in writing to invoicing@hellotax.com within (30) days of the invoice date in conjunction with suitable evidence for the complaint. Invoices will only be issued electronically and made available to the customer via his billing menu within the application software. Customer will be notified via email when a new invoice is issued
- (5) After thirty (30) days, the claim plus an administration fee of five (5) percent of the claim, but at least €50 – fifty euros, and the interest accrued since the due date will be automatically forwarded to eCollect AG (Switzerland) or any other collection agency.
- (6) All fees of the debt collection service provider incurred by us through the collection increase the total amount at the expense of the client collected by the partner company.

3 Term & Termination

- (1) We may terminate or suspend your account immediately, with suitable advance notice and without liability for any reason whatsoever, including, but not limited to, if you breach the Terms.
- (2) Upon cancellation, your right to use the Service will immediately cease and we will immediately cease the filing of VAT returns by our tax advisors. Consequences of (partial-) contract termination are in particular final filing in the canceled countries for the current billing period, software account retirement, archiving of tax documents. There may be extra fees for the closing of the subscription based on the “Services & Fees” schedule.
- (3) Limited access to the basic functions of the software will continue to be provided after the termination of the Fiscal Service Agreement.

If you wish to cancel your account, please contact Customer Service.

3.1 Monthly subscriptions

- (1) The contract has a minimum term of one (1) month. The contract can be terminated with a period of notice of four weeks ("notice period") to the end of the current billing cycle provided that the corresponding cancellation is received by hellotax up to a maximum of one (1) week before the end of the current billing cycle.
- (2) Non-refundable setup and/or cancellation fees according to the price/performance list may apply.

3.2 Yearly subscriptions

- (1) The contract has a minimum duration of 1 year and is automatically renewed at the end of the contract period.
- (2) The contract can only be terminated prematurely as a gesture of goodwill and by a mathematical, pro-rata downgrade to a monthly subscription.
- (3) A regular cancellation is possible with one month's (1) notice before the subscription expires.

3.3 7-day money back guarantee

The customer can cancel his subscription within seven (7) calendar days after subscribing to the contract (conclusion of the contract) by submitting a support request stating a reason, without conditions and with a refund of payments already made unless he has proactively commissioned or already used individual consulting services. If necessary, data that has already been processed is stored in accordance with the GDPR and then deleted.

4 Contract execution

The execution of the contract in accordance with these Terms & Conditions is the responsibility of the contracting parties HTG and HTA in equal parts. HTG shall be responsible for the delivery of the Software, the provision of joint customer services, the Tax Letter Inbox and HTA for the execution of all tax assistance and consulting services.

5 Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of hellotax Global S.L. and its licensors. The Service is protected by copyright, trademark, and other laws of both the Spanish and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of hellotax Global S.L..

6 Links to other websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by hellotax Global S.L..

hellotax Global S.L. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. You further acknowledge and agree that hellotax Global S.L. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

7 Limitation of Liability

In no event shall hellotax Global S.L., nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of a third party on the Service, including but not limited to data or documents provided through an integration or interface.; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory,

whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

8 Indemnity

hellotax releases the customer and defends it against third parties claims that the SaaS violates copyright laws during the SaaS term provided hellotax is promptly informed of such claim and receives information, adequate support and sole authority to defend or resolve such claim. Hellotax, at its sole discretion and expense, at its own discretion and expense, will: (i) grant the Customer the right to continue to use the SaaS, (ii) replace the SaaS, or to defend or settle claims related to any breach of SaaS so that it does not become hurtful while offering essentially equivalent functionality; or (iii) if hellotax determines that the remedies referred to in (i) or (ii) are not economically viable, terminate the SaaS Term as the sole obligation.

hellotax is under no obligation to indemnify and hold the customer harmless to the extent that (i) the alleged infringement is based on infringing information, data, software, applications, services or programs created or provided by or on behalf of the customer; (ii) the alleged infringement is the result of a change by someone other than hellotax; or (iii) Customer uses the SaaS other than in accordance with these Terms and Conditions or any documentation provided by hellotax.

The customer exempts hellotax from any claims and defends them against the use of the software or services. (i) that any customer content, including the content provided by the customer for the preparation of VAT reports, infringes or violates the rights of third parties, including, but not limited to, publicity rights, data protection rights, intellectual property, trade secrets or licenses; or (ii) that is due to or in connection with the customer's non-compliance with these terms and conditions.

9 Documentation of Service

hellotax shall keep track of its activities in a suitable manner, in particular through execution notes and filing process records.

The customer consents and hellotax is entitled, for the purpose of minimizing possible misunderstandings, to automatically record all telephone conversations that the customer has made with hellotax in the context of and in connection with tax consulting and to store these records for the duration of the service contract and the subsequent legal storage periods. hellotax takes all necessary measures to otherwise preserve the confidentiality of the spoken word. The customer can object to a recording of the telephone conversation at any time; however, telephone consultation is then no longer possible; in this case, the customer is requested to contact hellotax by e-mail.

The records serve in particular as evidence of the contents of the telephone conversations in the event of complaints or other disputes. In such cases, the retention period may be extended until the matter is finally resolved.

10 Refund of expenses

- (1) Expenses which are directly connected to the services of hellotax and which can be proven to have been caused by the fault of hellotax can be reimbursed by means of a service request based on an individual examination.
- (2) The prerequisites for this are (1) The penalty concerns a situation which arose within the contract period (2) There is a direct causal connection with the services of hellotax. (3) The penalty is due to our direct fault. (4) The penalty has already been paid by the customer in due time and the payment has been proven with a payment receipt. (5) The client has no outstanding payments for services.
- (3) The partial or complete reimbursement is exclusively at the discretion of hellotax.
- (4) Due to missing documents which were not available due to the fault of the customer or tax office delays in processing, delays in the submission of VAT registrations may occur and additional fees and penalties may be incurred. These additional payments shall be at the expense of the client.
- (5) If an active or former client has applied for a refund for an urgent penalty, the client must ensure that hellotax has unrestricted access to all necessary documents for the processing of the refund and can enforce this against third parties (subsequent providers) by means of a power of attorney and other suitable measures. The necessary scope of information is the responsibility of hellotax.

11 Incorporation of the schedules

The Schedules and Annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for all purposes.

- Agreements
 - Software-as-a-Service Agreement
 - Fiscal Services Agreement
 - Tax Letter Inbox
 - Data Hosting and Management
- Schedules
 - SLA Customer Service: Freemium Clients
 - SLA Customer Service: Subscription Clients
 - Services & Fees
 - Partnership Schedule

12 Change of the framework of contract execution

Changes in the legal or technological environment in which the contract is performed do not constitute an extraordinary reason for termination or a basis for claiming reimbursement for services already paid for. The customer's contractual payment obligations shall remain unaffected even after the change has occurred until revoked.

Any changes in the legal status of a customer or in the legal requirements applicable to him may lead to additional costs for permanent VAT compliance. All services required to maintain VAT compliance as a result of the change in the legal status of the customer are not included in the monthly package price. Additional fees may be charged for representing and assisting the client, depending on the client's status.

13 Warranties

Each party warrants that (i) it has the right and power to enter into these Terms and Conditions, and (ii) it will comply with any applicable laws and regulations pertaining to these Terms and Conditions.

hellotax guarantees that the provision of the SaaS and the associated services will be carried out professionally in accordance with recognized industry standards.

14 Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether expressed or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

hellotax Global S.L. its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

15 Force Majeure

Apart from the client's obligation to pay hellotax, neither party shall be liable for the non-performance of its obligations under these terms and conditions if prevented from doing so by one or more causes beyond their control, including, but not limited to, force majeure, failure of suppliers to carry out, delays in official authorities, fires, floods, storms, epidemics or quarantine restrictions, earthquakes, riots or civil unrest, strikes, war and restrictions on government property or other property. Embargoes, weather conditions or failures of hellotax subcontractors or suppliers.

16 Governing Law

These Terms shall be governed and construed in accordance with the laws of Spain, without regard to its conflict of law provisions. Alicante is agreed as the place of jurisdiction.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service. Contract language is exclusively English. Existing translations serve only as a non-legally binding source of information. Clients can therefore under no circumstances refer directly to any translation.

17 Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

In the case of exclusive announcement via e-mail, the new terms of use shall become effective at the time of which will be communicated to you in the e-mail and you have the right to amend the GTC within a period of one month. The customer is entitled to object to the amendment in writing within one month of receipt of the notification of amendment, otherwise the amended conditions will be accepted by the customer by agreement. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please do not continue using the Service and contact our customer service.

Changes to the supplementary schedules can be made without explicit notification, insofar as this is operationally necessary and not to the disadvantage of the customer. These changes take immediate effect and can be retrieved online in the history log.

Software as a Service Agreement

Subject matter of the contract, conclusion of the contract

This Software-as-a-Service Agreement ("SaaS Agreement") is related to SaaS subscription between hellotax Global S.L., a Spanish corporation having a principal place of business in Spain ("hellotax") and the subscribed client (the "Client"). Client's SaaS subscription (subject to the payment of the Subscription fee and the provisions for termination set out in this Agreement) shall be deemed Client's agreement to these Terms and Conditions.

Software web-based license

hellotax grants to Client, and the Client accepts, a non-transferable, non-exclusive license and right to access the SaaS via the Internet and use the SaaS and the User Documentation only as authorized in these Terms and Conditions, for the purpose of enabling its business operations during the SaaS Term. The SaaS will be managed by hellotax and accessed and used by Client through the use of the Internet and Client's computers.

Rights to use the software

(1) Rights to results and rights of use

Unless otherwise expressly provided in this contract, no provision shall be construed to of this contract to one party any intellectual property rights of the other party. Party. All copyrighted rights of use and other industrial property rights or other rights to protectable materials, which may be used within the framework of the use of the platform and the whose services are made available, remain the sole intellectual property of their respective owners.

(2) Rights of use to the data of the customers

The customer remains the sole owner of his data. hellotax recognizes the full protection of the intellectual property rights of the intellectual property transferred by the customer and processed data.

(3) Rights of use to the software

a. hellotax grants the customer the non-exclusive, non-transferable and non-transferable sublicensable right to use the services listed in this contract as "Software-as-a-Service" for the duration of the contract as intended in unchanged form. use it.

b. If no separate agreements are made, the customer shall not be charged any rights to the software. The customer shall not be entitled to make the software available for use by third parties. The subleasing of the software or the transfer of the license to third parties is expressly prohibited. Accordingly both the gratuitous transmission or the gratuitous resale and/or resale information and services obtained through the SaaS platform and the information and services provided by the SaaS platform. hellotax, in particular documentation and manuals. to the software, prohibited. With regard to a violation of the provisions of this hellotax reserves all rights and claims, in particular the rights and claims of Assertion of claims for damages.

Obligatory user rights of the customer

Accounts

When you create an account with us, you must provide us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

Among other things we may request your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your copy of your passport or other legal forms of identification. We may require, at our sole discretion and at any time, additional documents to approve an application or to continue providing the Services. Additionally, we may require commercial Users to provide documents in order to verify the identity and business status of the commercial User. We will deny any application that has missing or misleading documents or information. You authorize us, directly or through third parties, to make any inquiries we consider necessary to validate your identity, including without limitation, asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, verifying the information submitted by you against third party databases or through other sources.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

The administrator of the customer account can create sub-user accounts, in particular for employees or their own tax consultant. The client is liable for everything connected with the use of the hellotax services and any related products by the sub-user. Each Sub-User and the Sub-User Account is subject to the terms of this Agreement. The customer hereby authorizes hellotax to charge the customer's primary payment method for all purchases made by sub-users.

The platform is intended for commercial customers (B2B). By activating the subscription, the user confirms to use <https://app.hellotax.com> exclusively for commercial purposes.

Obligations of the host

The host, hallotax, shall be responsible for the proper, secure and uninterrupted delivery of the software and its ongoing maintenance, any upgrades and the legally prescribed or required backups.

Limitations and restrictions

The use of the SaaS is limited to the use by the respective licensee and only in connection with the Customer Content. The Customer may not use the SaaS for the benefit of third parties or provide services. Customer may not reverse engineer, disassemble or decompile or make any attempt to discover, derive or preserve the source code.

Data hosting and security

data encryption

To protect the user, all communication with <https://app.hellotax.com> is encrypted using the HTTPS protocol.

data security

The service provider is obliged to take appropriate precautions against data loss and to prevent unauthorised access by third parties to the user's data. In order to secure the user's data, the operator creates a backup once a day. This backup is stored on other servers which are redundantly protected. This backup provides protection against system failures. The user has no right to restore his data. When and whether the operator restores data is at the discretion of the operator. The user is obliged to back up his data himself, e.g. by regularly exporting the hourly excerpts. An individual reconstruction of data is possible on request and will be invoiced according to expenditure.

Customer Service (SaaS)

hellotax offers technical support to the following extent:

(1) fatal software issues: Catastrophic failure; software crashes, cannot get functionality from service. A maximum of 24 hours for the repair; corrective actions are initiated immediately within the defined technical support times and continued intermittently as long as the initial repair (workaround) for the error is ready.

(2) limited functionality: Significant problem; software that does not provide the desired functionality. Maximum 3 working days to fix

(3) annoying functionality: Slight software problems or software shows inconvenient behaviour.

Maximum 1 week to fix.

(4) request for improvement: Prioritized according to feature requirements. Might be implemented in a future software release.

Priority support in case of fatal software issues

(1) inability to access the software

Accessibility and interruption or impairment of accessibility

hellotax strives to offer 99% "availability" to the software during the SaaS period, which is calculated on a monthly basis. For the purposes of these Terms and Conditions, "availability" exists unless the SaaS is unavailable to the client due to a hardware failure of the server or a disconnection of the nearest Internet router, except for the defined maintenance windows. Possible software bugs, errors or other problems are not relevant to availability.

Maintenance time slot

hellotax and/or its hosting providers can perform system maintenance during the following "Maintenance Slots", and hellotax will announce the "Maintenance Slots", any upgrades and all planned actions in advance through <https://status.hellotax.com>

Amendments and supplements

All amendments and changes to this Agreement shall be made in accordance with the GTC, recorded in writing and communicated.

Fiscal Services Agreement

This Fiscal Service Agreement (“FSA”) is related to the provision of assistance in tax matters and the delivery of consolidated VAT reports in the member states of the European Union between hellotax Global S.L., a Spanish corporation having a principal place of business in Spain (“hellotax”), hellotax Accountants, a part of a Spanish corporation having a principal place of business in Spain (“hellotax Accountants”) and the client (the “Client”). The Customer’s subscription (subject to payment of the subscription fee and the termination terms set forth in the Framework Agreement) or the purchase of an Individual Service is deemed to constitute the Customer’s acceptance of these Terms.

Provided Services

hellotax Accountants offers in particular the following services within the scope of the SLAs agreed with the customer:

1) Regular assistance in tax matters: Regular services are those preparatory services which are a basic prerequisite for the provision of ongoing support in accordance with the applicable laws in connection with the service subscription concluded by the customer, in particular the registration for a national VAT number.

2) Continuous support in tax matters: Ongoing services are considered to be those preparatory services which are carried out temporarily or regularly in accordance with the applicable laws in connection with the service subscription concluded by the customer and on behalf of the customer in the member states of the EU, in particular the regular submission of the VAT return to the responsible authorities as well as the observation of changes in the legal framework and the support of the customer in this respect. The obligation to supervise the proper submission of a tax return remains exclusively with the client

3) Individual consulting and services: Individual advice or services are all services which are provided outside the agreed subscription, on behalf of the customer, preparatory, ongoing or in individual cases. The individual advice is provided exclusively by VAT experts who can prove their legitimacy on the basis of appropriate national regulations. The service can be booked by arrangement as an additional service temporarily or regularly and is carried out in accordance with the applicable laws and in individual cases on behalf of the client. This includes in particular backdating, the retroactive assumption of the obligation to submit a VAT return on behalf of the customer, takeovers, the assumption of future support for existing VAT numbers registered at national level for further support, individual support, in particular in the area of F22 confirmations, the national opt-out or deregistration in serviced countries and amendments for existing VAT filings.

A list of all services and subscriptions as well as the corresponding prices are regulated in the Pricing Schedule.

Rights and obligations

hellotax provides its services with the due diligence of a prudent businessman. hellotax assumes responsibility for the consistency of the integrations provided, but not for the consistency of the information processed via them.

1) Rights of the client: According to his SLA, the customer is entitled to a compliant and uninterrupted service within the meaning of these GTC.

2) Obligations of the client: The customer is obliged to provide all necessary documents and complete, accurate data that the service provider requires for the compliant execution of the service and to ensure that he and / or a representative are available within a reasonable time. Customer agrees to promptly assist in the resolution of an incident resulting from the contract or a request from the tax authorities, in accordance with his SLA and within its resources. Due to missing documents which are not available due to the fault of the customer, VAT filings may be delayed and additional fees and penalties may apply. These additional payments are at the expense of the customer.

Support of the client in tax audits

hellotax is obliged to support customers actively, against reimbursement of costs, and passively, upon exclusive request of the tax authorities, by providing additional documents in consideration of the legal regulations and within the scope of its possibilities in the case of possible tax audits of the customer by national tax authorities, also after termination of the contract up to the end of the following year, taking into account the legal regulations and within the scope of its possibilities. Legally guaranteed claims for information, in particular from data protection, remain unaffected by this.

Limitation of liability

In no event shall hellotax or hellotax Accountants nor its directors, employees, partners, representatives, suppliers or affiliates be liable for any indirect, incidental, special, consequential or punitive damages, including but not limited to lost profits, data, use, goodwill or other intangible losses and third-party costs, arising out of the provision of false or incomplete data or any delays in the provision of data by the customer or by any of the tax authorities with whom hellotax is in contact on behalf of the client. If the customer independently and without consultation with hellotax contacts the tax authority to discuss in particular but not exclusively penalties or other restrictions which are suitable to limit hellotax in the exercise of the contractually assured service, the customer bears the undivided risk of all additional fees and costs from the corresponding point in time. The tax advisors working for HTA are tax advisors licensed under national law and have the required professional liability insurance. All claims for compensation for negligently caused damage against the tax consultant are covered by professional liability in accordance with the respective individual risk assessments by HTA. The tax advisors are authorised to reassign the mandates within HTA after consultation with the client.

As a service provider, hellotax bears no responsibility for the data and data components made available via third-party integrations or through any manual upload by the customer. Should the received data be partially or completely incorrect or incomplete, hellotax reserves the right to change them in the interest of the customer in order to be able to guarantee timely tax filings. Should a registration of the available data be impossible at the tax consultant's discretion, hellotax reserves the right to postpone this until a complete data record is available. The customer shall cover the costs for changes and additions to his data in accordance with the current list of costs and services. When the service is performed, a corresponding invoice is created automatically and the customer's primary source of payment is debited with the invoice amount. The costs will be invoiced according to actual

expenditure. hellotax accepts no liability for data from integrations of third parties or any related liability issues arising by incomplete or incorrect data.

Tax Letter Inbox Agreement

hellotax offers under the name “Tax Letter Inbox” an automated and technology-based inbox for the administration, distribution and processing of official correspondence.

- The Tax Letter Inbox processes all incoming documents chronologically by date of receipt.
- hellotax guarantees that the letters sorted by date of receipt are assigned to the corresponding customer account within one day and are visible in the customer’s user interface.
- Assigned letters may require the customer to provide additional information or data. The customer undertakes to make these available within the specified period, which is evident from the document delivery.

Data Hosting and Management Agreement

Scope of Agreement

The object of the contract is the agreement of a purposeful, suitable handling of all data provided by the customer or his representatives, created or provided by hellotax or service providers connected with hellotax.

Data Hosting

On behalf of the customer, the Provider collects, stores and processes transaction data with the aim of preparing them for VAT registration at the national tax offices.

Data Security & Protection

The provider takes appropriate measures to ensure data consistency and availability. When dealing with customer data, in particular transaction data of the customer, the Provider undertakes to take all precautions within the scope of his possibilities to ensure a secure handling of the data in the sense of the applicable data protection regulations.

Handling of confidential information

The Provider shall take appropriate measures to limit and control the processing and access to Confidential Information to the extent possible without limitation to the performance of the Agreement. All employees and service providers are subject to an internationally standardized NDA agreement. hellotax or hellotax Accountants or their directors, employees and partners as well as affiliated companies value the privacy of the customers and are separately informed about the confidentiality of the provided data. In particular, this includes all internal information about the customer's products and their purchase prices, transaction data and trading volumes, tax data and tax volumes, as well as company-specific information obtained through individual support. Information which could come to the knowledge of a third party without restrictions of an NDA is excluded from this regulation.

Tax Letters

The provider offers an automatic solution for capturing incoming mail. Incoming mail is processed in accordance with the Tax Letter Agreement on behalf of the customer and made available digitally in the customer account. On request and against reimbursement of costs, the customer has the option of requesting the original letters by post within three (3) months upon receipt. The customer is responsible for monitoring his notifications and, if necessary, to support hellotax in a suitable manner in fulfilling the contract, in particular by providing supplementary documents.

Sharing data with controlled or associated companies

The Provider may use service providers for the performance of the contract. These are mainly companies controlled or affiliated to hellotax or its shareholders. A possible assignment of third parties remains unaffected.

Ownership of data

The Provider reserves the right to all transaction documents created by the Provider or its service providers. The customer may request additional documents within the framework of a tax audit in accordance with the provisions of these Terms & Conditions.

Communications

With the conclusion of the contract, the customer expressly agrees to the hellotax data protection regulations and approves the sending of contract-related e-mails, topic newsletters and partner offers. Personal data are processed exclusively according to the valid European data protection regulations.

Phone Recording: The customer agrees to the recording and storage of all calls made in connection with the provision of services and may request information on the stored data in accordance with data protection and these Terms & Conditions. Should the Customer not wish to consent to a recording, this provision shall remain in effect, however, the Customer shall be free to contact the Customer Service by e-mail in the implied act.

Services: The customer expressly agrees to the transfer of case-related data to the extent necessary to third parties and service partners or any related or dominated, an affiliated company, insofar as these are absolutely necessary for the provision of the service.

When selecting service partners, hellotax pays attention to compliance with the applicable data protection regulations. Customers have the option of concluding an data processing contract with hellotax. Please feel free to contact legal@hellotax.com

SLA Customer Service – Free Clients

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between hellotax and Customer for the provisioning of Software-as-a-service services required to support and sustain the product or service. This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Software-as-a-service support and delivery to the Customer(s) by the Service Provider(s). The goal of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider(s) and Customer(s). The objectives of this Agreement are to:

- o Present a clear, concise and measurable description of service provision to the customer.
- o Match perceptions of expected service provision with actual service support & delivery.

Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

Service Provider(s): hellotax (“Provider”)

Customer(s): Customer (“Customer”)

Review

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Business Relationship Manager (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Review Period: Bi-Yearly (6 months)

Previous Review Date: June 8, 2019

Next Review Date: December 7, 2019

Service Agreement & Service Management

The customer needs an active account in the hellotax App for access to basic services of the hellotax customer service and is entitled to have hellotax comply with the agreed response

times in connection with service-related incidents and inform the customer about all planned maintenance work in a suitable way and by corresponding notification.

Scope of service

The customer has access to e-mail support and basic information by telephone. The free support includes only software related information and services regulated by these or related agreements.

Service Availability

The support services are provided by Hellotax Monday to Friday from 09.00 am – 5.00 pm CET. Excluded from this are public holidays as well as the 24th and 31.12. of each year.

Telephone support :

ES +34 965 049477

UK +44 330 0104214

US +1 917 8706466

IT +43 720 227980

DE +49 30 72621870

E-Mail support: support@hellotax.com

– first response within eight hours at working days –

Enquiries received outside these support hours are deemed to have been received during the next working day.

Knowledgebase: <https://support.hellotax.com>

SLA Customer Service – Paid Clients

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between hellotax and Customer for the provisioning of Software-as-a-service services required to support and sustain the product or service. This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

Goals & Objectives

Mutual agreement on content and scope of non fiscal support services for PAID USERS

Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

Service Provider(s): hellotax (“Provider”)

Customer(s): Customer (“Customer”) with an active subscription or paid service

Review

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Business Relationship Manager (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Review Period: Bi-Yearly (6 months)

Previous Review Date: June 8, 2019

Next Review Date: December 7, 2019

Service Agreement & Service Management

The customer needs an active account in the hellotax App for access to basic services of the hellotax customer service and is entitled to have hellotax comply with the agreed response times in connection with service-related incidents and inform the customer about all planned maintenance work in a suitable way and by corresponding notification.

Scope of service

The customer has access to e-mail support and basic information by telephone. The free support includes only software related information and services regulated by these or related agreements.

Service Availability

The support services are provided by Hellotax Monday to Friday from 09.00 am – 5.00 pm CET. Excluded from this are public holidays as well as the 24th and 31.12. of each year.

Telephone support :

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DE +49 30 72621870

E-Mail support: support@hellotax.com

– first response within eight hours at working days –

Enquiries received outside these support hours are deemed to have been received during the next working day.

Knowledgebase: <https://support.hellotax.com>

Affiliate Agreement

Last update: August 13th, 2020

This agreement describes the terms and conditions for the participation in the hellotax partner program. In this Agreement, the term "Partner", "Affiliate" refers to you (the Applicant). In this agreement, the term "hellotax" refers to hellotax Global S.L., a company under Spanish law with which you enter into this agreement. By applying for the hellotax affiliate program, you confirm that you have read the agreement and agree to its terms.

The agreement comes into effect as soon as hellotax has accepted the partner's application to participate ("date of effect") and the partner is entitled to commissions which are attributed to recommendation clients submitted by the partner after the date of effect. hellotax reserves the right to reject any application, in which case the agreement does not come into effect.

1. Definitions

- a. **"Commission"** - refers to the amounts to be paid by hellotax to the partner which hellotax pays as compensation for the purchase of the services of hellotax by a referred client.
- b. **"Referred Client"** - refers to a new client (with the exception of existing partners) who purchases the services of hellotax as a result of the qualifying activities of a partner within the scope of this program.
- c. **"Partner"** - *Partner* refers to members of this program who, without their own free or paid membership, merely refer the services offered by hellotax but do not obtain them themselves;
- d. **"Affiliate"** - *Affiliate* refers to members of this program who, with their own free or paid membership, not only refer to the services offered by hellotax but also purchase them themselves.

2. Commission

Subject to the contractual conditions, the partner receives a commission when a referred client purchases services from hellotax, either (1) after the partner has referred the client to hellotax ("hellotax Power Partners") or (2) after the partner has supported the sales of services to the referred client ("Member Gets Member").

a. Eligibility for Commission

- i. **General Eligibility** - To earn a commission, the following conditions must be met:
 - 1. The purchase of the referred customer must not have been ordered through a third party; The commission is only payable to the last partner or affiliate.
 - 2. hellotax must have received full payment of all applicable fees from the referred customer;
 - 3. Any right of the referred customer to a refund must have expired;
 - 4. The Partner or Affiliate will never imply that they are acting on behalf of hellotax and will never directly advertise hellotax products without disclosure of the link of the partnership program.
 - 5. The Partner or Affiliate will never bid for advertising that competes with hellotax.

6. The partner or affiliate must not have any direct or indirect relation to hellotax Global S.L. as a related or associated company or employee, hired freelancer.
- ii. **“hellotax Power Partners”** - by means of a personalized coupon code, the partner receives ten percent recurring commission of the referred sales if his coupon code is used by a referral, while the referral receives ten percent discount on the first year with us;
- iii. **“Member Gets Member”** - by means of a personalized cookie, the affiliate receives one hundred euros as "non-refundable credit" for each paying customer referred by him/her; the credit is automatically offset against the next hellotax invoice(s).
- iv. The granting of a commission within the scope of this agreement excludes all other claims from other hellotax partner programs for the same referred order.

3. Eligible services

- a. hellotax monthly and yearly paid subscriptions;

4. Administration and Marketing

- a. For the handling and administration of its partner program, hellotax has chosen the FirstPromoter platform to manage the use of personalized coupons and provide users with an interface to check the performance of their partnership.
- b. In the event that hellotax decides to change the affiliate platform, the partner is notified 30 days in advance;

5. Registration of the referral service

- a. **“hellotax Power Partners”** - the referral is recorded by means of a personalised coupon code
- b. **“Member Gets Member”** - the referral is recorded by means of a personalised cookie with the validity of 90 days

6. Term and Termination

- a. The initial term of the Agreement shall begin on the date of entry into force and shall last for one year until the first anniversary of that date (the "Initial Term"). At the end of the initial term or renewal term in effect at that time, the Agreement shall be automatically renewed for a further year (the "Renewal Term") unless either Party notifies the other Party in writing of its non-renewal.
- b. The Initial Term and each Renewal Term shall be collectively referred to as the "Term".
- c. Each party has the right to terminate the agreement immediately and without prior notice.
 - i. If the “Partner” or “Affiliate” terminates the agreement, no further commissions will be paid by hellotax for past or future customer transactions.
 - ii. If hellotax decides to terminate the agreement, any credit balance in excess of 50 Euro, if payable, will be paid out to the affiliate within 60 days of termination.
 - iii. Credit balances that are less than 50 Euro will be forfeited.
 - iv. If the affiliate participates in a recurring program, hellotax is not obligated to make future payments after the termination.

7. Payments

Any payable claims arising from this agreement, will be paid within 30 days after the end of the calendar month in which hellotax invoiced the referred customer. In the case of an annual subscription payment is deferred to 90 days from the signing of the referral's contract.

8. Offset and Refunds

hellotax may deduct or offset amounts owed by Partner to hellotax from any Payments. For example, if any amount is paid to Partner in error, hellotax may deduct such erroneously paid amount from subsequent Payments. If a Referred Client does not pay the invoiced amounts or a refund is issued to a Referred Client, and a Commission was previously paid to Partner based on the amount that was invoiced, hellotax may offset the amount of the Commission paid on the unpaid Referred Client invoice or refunded amount from a future Payment. If the amount owed by Partner under this section exceeds the Payments owed to Partner, Partner will pay hellotax such excess amount owed within 30 calendar days of the date of hellotax's invoice.

9. Taxes

All advantages granted under this agreement are subject to the partner's regular national taxation. The partner is obligated to ensure the proper taxation of his advantage and to present suitable receipts to hellotax upon request. hellotax is entitled in individual cases to pause the payment and/or utilization of granted advantages until suitable receipts for proper taxation are presented.

10. Limitation of Liability

Neither party shall be liable for any special, incidental or consequential damages or lost profits (howsoever arising, including negligence) arising out of or in connection with this agreement, even if the parties are aware of the possibility of such damages, except for claims and liabilities arising out of the indemnification obligations.

11. Claims

Any claim for unpaid, underpaid or overpaid commission asserted by one party must be submitted in writing to the other party within three months of the event giving rise to the claim. Upon expiration of this three-month period, each party agrees to waive all rights to assert a claim for such unpaid, underpaid or overpaid commission.

12. Change/Termination of the programm

- a. We may amend any of the terms and conditions within this Agreement at any time and in our sole discretion in accordance with our Terms & Conditions. Such changes may include, but are not limited to, changes in the scope of available commissions, commission schedules, payment procedures and Affiliate Program rules.
- b. hellotax can terminate the programs at its own discretion in consideration of all obligations entered into before the termination of the program.

13. Governing Law

This agreement is subject to Spanish law and Spanish jurisdiction. Alicante is agreed as the place of jurisdiction.