

## **General Terms of Service**

These general terms and conditions for the provision of services (hereinafter – the Terms) apply to all services provided by Taxters (hereinafter – the Company) to customers (hereinafter – the Client), including the use of the site [www.taxters.com](http://www.taxters.com) (hereinafter – the Site).

### **1. Client agreement**

A Client Agreement (hereinafter – the Agreement) may be executed between the Company and the Client. These Terms constitute an integral part of the Agreement. In case of any contradictions, the provisions of the Agreement shall prevail.

If the Agreement is not executed, only these Terms apply.

The Agreement may be executed:

- In written;
- In oral form, subsequently confirmed by e-mail or by correspondence in a messenger.

In the process of providing services, the Company employees may engage third-party companies to perform intermediate tasks.

All employees of the Company act on behalf of the Company and are not a separate party to the Agreement. Employees of the Company bear personal liability to the Client only in cases specified by the law.

### **2. Provision of services**

Upon commencement of cooperation, the Company and the Client coordinate the list of necessary tasks to be completed by the Company. Execution of the Client's tasks constitutes the services of the Company.

The Client and the Company may agree changes to the list of tasks by mutual agreement of the Parties.

In the event of change of circumstances affecting execution of intermediate tasks or the aggregate service, the Company shall notify the Client thereof.

The provision of services is possible only if the Client provides all the necessary information and documents.

The client shall notify the Company in the event of any change of circumstances affecting provision of the service.

If the provision of the service requires the Client to take certain actions, the Client undertakes to perform them promptly and in full.

### **3. Cost of services and payment**

The cost of the service, the procedure and method of payment shall be negotiated upon commencement of cooperation between the Company and the Client.

Cooperation between the Company and the Client may be terminated in the event of failure to pay for the services in part or in full.

Termination of the Agreement shall not constitute a basis for non-payment of the provided service and / or related costs.

If any additional costs arise during the provision of the service, the Company shall promptly inform the Client in order to agree such additional costs and further actions.

When making a payment, the full amount of the invoice must be paid. The client assumes the obligation to pay all additional fees (bank charges).

In the event of failure to pay for the service or in the event of untimely payment, the Company reserves the right to set a penalty for the amount of the debt. Prepared documents in this case remain with the Company until the full payment of the amount of debt and interest, if any has been set by the Company.

### **4. Means of communication and the procedure for submitting documents**

The Company warns the Client that the exchange of information via electronic channels may be unsafe. In the event of the theft, disclosure, alteration or deletion of such information by third parties in circumstances beyond the control of the Company, the Company shall bear no liability.

In some cases, especially during the first exchange of correspondence, the client's emails may be blocked by the Company's mail services. Therefore, the Company strongly recommends that the Client verifies that the employee of the Company has received the relevant e-mail by calling the employee by phone or by sending a text message.

If during the provision of the service the Company has produced any documents the originals of these documents will be handed over to the Client subject to the full payment of the cost of the service, or partial payment if such was agreed between the Company and the Client.

If in the process of providing the service the Client handed over any documents to the Company, the Company shall to return these documents after completion of the service and subject to the full payment of the cost of the service.

### **5. Due Diligence and KYC Procedure**

Due Diligence and KYC (Know Your Client) procedures constitute the collection and analysis of documents and information about the Client, its representatives and ultimate beneficiaries. Using these procedures, the Company assesses all risks that may arise as a result of cooperation with the Client.

Each Client shall be subject to Due Diligence and KYC.

In the process of Due Diligence and KYC, the Company has the right to request the following documents and information:

- Documents confirming the identity, place of residence, professional background in case of private individual, of the Client, his representatives and ultimate beneficiaries.
- Corporate documents of the Client and documents confirming business activity in case the client is a legal entity;
- Documents confirming the source of the funds of the Client, representatives of the Client, ultimate beneficiaries;
- Other documents and information at the discretion of the Company.

## **6. Personal data and its use**

The Client agrees to the processing of his personal data when visiting the Site and / or using the services of the Company.

The collection and processing of personal data of the Client is carried out with the aim of fulfilling the obligations of the Company to the Client, providing the client with feedback when using the Site, sending the client notifications and updates.

Client's personal data is collected, processed, stored and destroyed in accordance with the laws of the countries in which the Company operates.

The Company may process and store personal data of other persons received from the Client without obtaining their consent if such data is necessary to provide the service.

More detailed information on the collection, processing, storage and protection of personal data is set out in the Privacy Policy.

## **7. Confidentiality**

Information and documents received from the Client in the process of providing the service is confidential.

At the same time, the Company has the right to provide such information to a third party in the cases as follows:

- This is necessary to provide services to the Client and fulfill the obligations of the Company to the Client;
- Due to mandatory provisions of applicable law.

If the Client instructs the Company to use third-party service providers in the process of providing the service to perform any intermediate stages of the service, he therefore agrees to disclosure of such necessary confidential information and documents to such third party.

The Company has the right to indicate in open sources, including on the Site, that an individual / company is a Client of the Company only with the consent of such individual / company.

## **8. Copyright protection**

The Site contains the results of intellectual activity that belong to the Company, its representatives and other persons who act on its behalf.

When using the Site, the Client agrees that all content on the site is protected by copyright.

No rights to the content of the Site are transferred to the Client while using the Site.

If the Client quotes the contents of the Site, he shall indicate a link to the Site.

In the event of violation of the Company's copyright, the Company shall demand reasonable compensation from the Client.

## **9. Responsibility**

The Company shall bear no responsibility for failure to provide Services for reasons beyond the control of the Company.

The Company shall bear no liability to any third person who is not a Client of the Company.

The liability of the Company under the Agreement for any claim arising out of the Client agreement and its execution shall be limited to the amount of money paid to the Company by the Client. At the same time the Client shall not be entitled to claim lost profits.

If the Company engages a third party (on the initiative of the Company or on the initiative of the Client) in the process of providing services, the Company shall bear no liability for services rendered by such third parties or for consequences thereof.

The Company and the Client shall be exempt from liability for failure to fulfill or improper performance of obligations under force majeure circumstances, including but not limited to: fire, flood, earthquake, other natural disasters, military operations, pandemic.

## **10. Termination**

The client may terminate the cooperation by terminating the Agreement. This can be done at any stage of the service. The client shall send to the Company a relevant notice by email to the address of his manager. In such an event, the Client shall pay all costs incurred by the Company at the time of termination of cooperation, unless otherwise specified in the Agreement.

The Company shall be entitled to terminate cooperation in the following cases:

- Failure of the Client to pay for the service (advance payment / balance payment / full payment) following receipt of reminders from the Company;
- The Client provided false documents to the Company;
- In the process of providing the service, it turned out that the Client is wanted;
- There is a conflict of interest;
- Tasks set by the client in the process of providing the service are illegal;

- The client acts in a hostile or unfriendly manner towards the Company or its employees.

In the above cases, the return of the amount already paid by the Client or part thereof shall be at the discretion of the Company.

### **11. Claims**

If the service provided does not comply with the Terms and / or the Agreement, the Client has the right to terminate the Agreement and claim for a compensation. The amount of compensation shall be set at the discretion of the Company, based on the expended resources (temporary, monetary) for the provision of the service.

The client has the right to submit a claim to the Company in a form of a letter to the e-mail specified in paragraph 14. Such e-mail should describe the claim and should contain sufficient proof of breach of Terms and / or Agreement.

### **12. Settlement of disputes**

All disputes and disagreements shall be resolved through negotiations or in a court.

When resolving disputes and disagreements, the law of the Republic of Estonia shall apply.

Recognition by the court of one or several provisions of the Terms and / or Agreement shall not render the other provisions invalid.

### **13. Amendments**

The company reserves the right to amend these Terms. The first page of this document shall indicate the date of the last amendment. The terms come into force from the date of publication on the Site and shall be valid indefinitely.

### **14. Contact information**

Please send all requests and suggestions to the above to [law@taxters.com](mailto:law@taxters.com)