

Terms and Conditions of Services

1. Introduction

We are WEACCOUNTAX INC. We are a company which incorporated under the Illinois Business Corporation Act and our business address is at Office 681 W Briarcliff Rd, Bolingbrook, IL 60440, USA

2. Applicable law

This engagement letter, the schedule of services and our standard terms and conditions of business are governed by, and should be construed in accordance with USA law. Each party agrees that the courts of the USA will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right to object to any action being brought in those Courts, to claim that the action has been brought in an inappropriate forum, or to claim that those Courts do not have jurisdiction.

3. Business Day

A day (other than a Saturday, Sunday or public holiday) when banks in USA are open for business.

4. Contract

The contract between WeAccountax and the Client for the supply of the Services in accordance with these Terms.

5. WeAccountax Standard Service

The standard accountancy service provided by WeAccountax including account management support and general accountancy guidance in relation to the same.

6. Commissions or other benefits

In some circumstances, commissions or other benefits may become payable to us in respect of transactions which we arrange for you. Where this happens we will notify you in writing of the amount and terms of payment. The same will apply where the payment is made to or transactions are arranged by a person or business connected with ours. We will not reduce the fees we would otherwise charge by the amount of the commissions or benefits.

7. Communication

- Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments.
- With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. However electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses nor for communications which are corrupted or altered after dispatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication especially in relation to commercially sensitive material. These are

risks you must bear in return for greater efficiency and lower costs. If you do not wish to accept these risks please let us know and we will communicate by paper mail, other than where electronic submission is mandatory.

8. Confidentiality

- Communication between us is confidential and we shall take all reasonable steps to keep confidential your information except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external peer review. Unless we are authorized by you to disclose information on your behalf this undertaking will apply during and after this engagement.
- We may, on occasions, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms.
- We reserve the right, for the purpose of promotional activity, training or for other business purpose, to mention that you are a client. As stated above we will not disclose any confidential information.

9. Conflicts of interest

- We will inform you if we become aware of any conflict of interest in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services.
- If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests then we will adopt those safeguards. Where possible this will be done on the basis of your informed consent. We reserve the right to act for other clients whose interests are not the same as or are adverse to yours subject of course to the obligations of confidentiality referred to above

10. Contracts (Rights of Third Parties) Act 1999

The advice and information we provide to you as part of our service is for your sole use and not for any third party to whom you may communicate it unless we have expressly agreed in the Engagement letter that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of our work for you which you make available to them. A party to this agreement is the only person who has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

11. Intellectual Property Rights:

We confirm that we will comply with the provisions of the Data Protection when processing personal data about you and your family. In order to carry out the services of this engagement and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you.

12. Disengagement

- Should we resign or be requested to resign disengagement letter will be issued to ensure that our respective responsibilities are clear.
- Should we have no contact with you for a period of 12 months or more we may issue a disengagement letter and hence cease to act.

13. Fees

- Our fees may depend not only upon the time spent on your affairs but also on the level of skill and responsibility and the importance and value of the advice that we provide, as well as the level of risk.
- If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state that will be the case.
- Where requested we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not our practice to identify fixed fees for more than a year ahead as such fee quotes need to be reviewed in the light of events. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.
- In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by IRS. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such assurance was arranged through us you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.
- We will bill on monthly basis in advance and our invoices are due for payment upon presentation. Our fees are exclusive of TAX which will be added where it is chargeable. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our work for you will be added to our invoices where appropriate.
- Unless otherwise agreed to the contrary our fees do not include the costs of any third party, counsel or other professional fees.
- It is our normal practice to ask clients to pay by monthly direct debit or standing orders and to periodically adjust the monthly payment by reference to actual billings.
- We reserve the right to charge interest on late paid invoices at the rate of 2% above bank base rates under the Late Payment of Commercial Debts (Interest). We also reserve the right to suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so.
- If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due.

14. Implementation

We will only assist with implementation of our advice if specifically instructed in writing.

Intellectual property rights

We will retain all copyright in any document prepared by us during the course of carrying out the engagement save where the law specifically provides otherwise.

15. Terms

These terms and conditions as amended from time to time.

16. Formation of Contract

Your application for a WeAccountax account constitutes an offer by you to purchase the Services in accordance with these Terms.

- Your application shall only be deemed to be accepted when we issue written acceptance of the application at which point and on which date the Contract shall come into existence (Commencement Date). By applying for a WeAccountax Account to be created, you warrant that you are authorized to enter into this Contract.
- We reserve the right, at our discretion, not to accept an application to create a WeAccountax Account. This may be due to technical constraints, because you or your business has been banned by us from using the Services, we have been unable to adequately confirm your identity or for any other reason. No charge will be made for declined applications.
- The acceptance of your application is based on the trading activity and company structure described when first signing up to the Services. If you're trading activities or company structure change the Services may not be right for you and we may not be able to continue to provide the Services to your company. In this instance we would reserve the right to issue a disengagement letter and cease to act for you.
- These Terms apply to the Contract to the exclusion of any other terms that you seek to impose or WeAccountax rate, or which are implied by trade, custom, practice or course of dealing.
- As a subscriber to the WeAccountax Standard Service you may add the WeAccountax Packaged Services and Add-Ons to Your WeAccountax Account from time to time and all such Services will be governed by these Terms and the Special Terms where applicable.
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17. Interpretation

If any provision of the engagement letter or schedules is held to be void, then that provision will be deemed not to form part of this contract.

In the event of any conflict between these terms of business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take precedence.

18. Internal disputes

If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of the business, it should be noted that our client is the business and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties we will continue to supply information to the designated address for the attention of the managing director. If conflicting advice, information or instructions are received from different directors in the business we will refer the matter back to the board and take no further action until the board has agreed the action to be taken.

19. Re-engagement to WeAccountax Standard Service:

During a period of dormancy if the company starts trading you must notify us and you will be required to re-engage to the WeAccountax Standard Service. Re-engaging the WeAccountax Standard Service will incur a re-engagement fee, and could involve making up any missed WeAccountax Standard Service subscription payments if it occurs during the accounting year in which you're subscribed to the WeAccountax Dormant Service.

20. Termination

If you decide to leave WeAccountax partway through a dormant company year, you will be required to make up a full year of WeAccountax Dormant Service subscription payments in order for a set of dormant accounts to be produced.

21. Client's Obligations

- You shall:
 - a. Co-operate with WeAccountax in all matters relating to the Services including complying with any and all reasonable instructions provided by WeAccountax in relation to the same;
 - b. provide WeAccountax with such information and materials as WeAccountax may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - c. Ensure that WeAccountax has complete and accurate information to keep your WeAccountax Account up-to-date at all times throughout the subscription period, including any changes to company structure, trading activity, business address, and personal contact details etc.;
- **You shall not:**
 - a. Give any illegal or improper bribe, kickback, payment, gift, or thing of value to any of our employees or agents in connection with the Services;
 - b. Use any feature of the Services in any way that might infringe the rights or privacy of other users of the WeAccountax Services (by hacking or other malicious means or otherwise);
 - c. Impersonate any person or entity, or falsely state or otherwise make available content that contains software viruses or any other computer code, files or programs that could interrupt, destroy or limit the functionality of the software, hardware or telecommunications equipment of WeAccountax, its users or affiliates;
 - d. Reproduce, copy, sell, trade or resell all or any part of the Services for any purpose.
- If WeAccountax performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):
 - a. WeAccountax shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays WeAccountax performance of any of its obligations;
 - b. WeAccountax shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from WeAccountax failure or delay to perform any of its obligations as set out.
 - c. The Client shall reimburse WeAccountax on written demand for any costs or losses sustained or incurred by WeAccountax arising directly or indirectly from the Client Default.
- WeAccountax will start acting as your accountant for the financial year in which the Commencement Date falls. Any previous year's accounts must be completed and filed by your previous agent if you have one, or arrangements can be made separately to perform these activities with WeAccountax.
- If your previous year's accounts have not been filed, and opening balances are not entered into the WeAccountax system by the time your first Year End Accounts are due to be filed by WeAccountax we will be unable to file them. Any fines or penalties resulting from this will not be the responsibility of WeAccountax.

22. Returning Clients

- If you are re-engaging WeAccountax in the same accounting year in which you left the Service we would normally re-enable your previous WeAccountax Account and you would need to enter any

missing data. If you do not wish this to happen you should contact us and request a new WeAccountax Account. This new WeAccountax Account would hold no historical data and you would be required to enter any previous trading activities back to the start of the accounting year in which you were starting back with WeAccountax.

- If you had been through an accounting year end since leaving WeAccountax we will create a new WeAccountax Account for you.
- A new setup fee will be charged when returning to the Service. This fee will be calculated by reference to your company's year-end and whether we are enabling the same WeAccountax Account.
- If we are enabling the same WeAccountax Account we will ask you to make up any missing monthly subscription fees for the period you have not used WeAccountax.

23. Referrals

Client Referral Scheme

- Client Referral Scheme: In order to participate in the Client Referral Scheme any eligible referee must make the identity of their referrer known during the signup process (either through automated tracking on our website, manually entering the Client Referral Code during registration, or notifying an Adviser during signup). If a referral code cannot be attributed, no pay out will be made. Otherwise, referral pay-outs will commence after the referee's WeAccountax Account has been enabled for a period of, at least, one month.

24. Lien

- Insofar as permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

25. Limitation of liability

- We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default.
- Exclusion of liability for loss caused by others We will not be liable if such losses, penalties, surcharges, interest or additional tax liabilities are due to the acts or omissions of any other person or due to the provision to us of incomplete, misleading or false information or if they are due to a failure to act on our advice or a failure to provide us with relevant information.
- Exclusion of liability in relation to circumstances beyond our control we will not be liable to you for any delay or failure to perform our obligations under this engagement letter if the delay or failure is caused by circumstances outside our reasonable control.
- Exclusion of liability relating to the discovery of fraud etc. We will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service we are providing is withheld or concealed from us or wrongly misrepresented to us or from fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers. This exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry.

- Indemnity for unauthorized disclosure you agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorized disclosure of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it.
- Limitation of aggregate liability Where the engagement letter specifies an aggregate limit of liability, then that sum shall be the maximum aggregate liability of this firm its directors agents and employees to all persons to whom the engagement letter is addressed and also any other person that we have agreed with you may rely on our work. By signing the engagement letter you agree that you have given proper consideration to this limit and accept that it is reasonable in all the circumstances. If you do not wish to accept it you should contact us to discuss it before signing the engagement letter. You have agreed that you will not bring any claim of a kind that is included within the subject of the limit against any of our principals/ directors/members or employees on a personal basis.

26. Warranties and Limitation of Liability and Indemnity:

- Client warrants that it has all requisite power and authority to execute, deliver and perform its obligations in accordance with these Terms and that it shall comply with all applicable laws and regulations of any competent authority as they apply to the Services.
- We will use reasonable endeavors to ensure that the Services are suitable for your intended use but we do not warrant that the Services will meet your requirements or that it will be error-free, timely, reliable, entirely secure, virus-free or available at all times since we are dependent on the reliability of the Internet and your use of your own computer to access the Services. We will try to keep any disruptions to a minimum but it may be necessary to suspend the Services from time to time to carry out maintenance and support work.
- The Services are provided on an “as is” basis. Save as expressly set out in these Terms, all warranties, representations, undertakings or terms whether express or implied, statutory or otherwise, including in particular any implied warranty of satisfactory quality or fitness for any particular purpose or use are excluded to the fullest extent permitted by law.
- Nothing in these Terms shall limit or exclude WeAccountax liability for:
 - a. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - b. Fraud or fraudulent misrepresentation.
- WeAccountax shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of goodwill, any regulatory fines (total or incremental) arising from circumstances occurring prior to appointment, or any indirect or consequential loss arising under or in connection with the Contract.
- WeAccountax total aggregate liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total sum of the charges paid by the Client for the Services in the 12 month period preceding the date when the claim or claims arose.
- The Client agrees that all the limitations and exclusions of liability in favor of WeAccountax have been drawn to its attention and are reasonable in the circumstances under which the Services are to be performed. In the event that a court of competent authority does not agree that the provisions

of any event WeAccountax liability shall not exceed the limits of the professional indemnity insurance that it maintains from time to time.

27. INDEMNITY

The Client hereby undertakes and agrees to indemnify WeAccountax and keep it fully indemnified for and against any and all costs, losses, damages, expenses and/or liabilities (including, without limitation, any legal fees and expenses) which may be suffered or incurred by WeAccountax arising out of or in connection with (i) Any breach of the Client's undertakings or obligations set out in these Terms, and/or (ii) The Client's negligence, fraud or misconduct.

28. Termination

- The Client shall be deemed to have terminated the Contract if:
 1. The Client does not elect to subscribe to the Services at the end of any trial period; and/or
 2. The Client cancels their subscription to the Services or fails to pay WeAccountax for a subsequent renewal.
- WeAccountax may terminate the Contract at any time by giving the Client not less than one (1) month's prior Notice by email or with immediate effect, at WeAccountax sole discretion, should any of the events described.
- The Client may terminate the Contract at any time by giving WeAccountax not less than one (1) month's prior notice by email.
- Without prejudice to its other rights and remedies, either party may, by written notice to the other,

Terminate the Contract with immediate effect if the other party:

- For the avoidance of doubt, failure by the Client to pay any Charges due to WeAccountax in full in cleared funds by the due date shall constitute a material breach of the Contract. Failure by the Client to pay the Charges to WeAccountax in cleared funds by the due date on more than two occasions shall entitle WeAccountax to terminate the Contract immediately on giving written notice to the Client.
- Without limiting its other rights or remedies, WeAccountax may suspend provision of the Services under the Contract or any other contract between the Client and WeAccountax if the Client becomes subject to any of the events listed without prejudice to its other rights and remedies, either party may, by written notice to the other, terminate the Contract with immediate effect if the other party or WeAccountax reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.
 - a. Non-Payment – where your WeAccountax Account has been suspended and you have not paid us within one month or where your direct debit has failed more than once in a financial year;
 - b. Abusive Behavior – extreme and/or persistent use of racist, abusive, homophobic or sexist language or any other threatening or inappropriate conduct directed at our staff or third parties;
 - c. Incompatibility – where it becomes apparent that the Client's business is incompatible with the WeAccountax Standard Service due, by way of non-exhaustive example, the size of the company, the number of transactions per month, foreign bank accounts, types of share;
 - d. Excessive Use – where the level of support required to maintain you is excessive by any objective measure of comparison with other users whether by reason of the volume of transactions or the number of service support requests or where in WeAccountax opinion, acting reasonably, you are unwilling or unable, despite previous training and support, to use your WeAccountax Account, the WeAccountax Software and the Services properly or efficiently;

- e. Non-Communication – where there has been no answer by you to phone calls or other communications for an extended period of time and no instructions have been given in relation to dormancy or closure; or;
- f. Late-filing – where you consistently fail to file your accounts on time and/or fail to cooperate with us in our attempts to assist you to do so.

29. Consequences of Termination

- On termination of the Contract for any reason:
 1. the Client shall immediately pay to WeAccountax all of WeAccountax outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, WeAccountax shall submit an invoice, which shall be payable by the Client immediately on receipt;
 2. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 3. Clauses which expressly or by implication survive termination shall continue in full force and effect.
- Termination will result in the closure of your WeAccountax Account and our disengagement as your Agents. In such cases we will issue a disengagement letter to ensure our respective responsibilities are clear.
- WeAccountax cannot be held liable for any fines incurred resulting from this, and all our obligations under these Terms of Service are suspended.
- If we withdraw access to the Services no refund will be payable by us. One month's notice will be given prior to the suspension of an account after which time if any issue has not been resolved within the following month we will take action to disengage ourselves as your Agent. We also reserve the right to close any WeAccountax account for any reason, by giving one month's notice.

30. Force Majeure

- For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of WeAccountax including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of WeAccountax or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- WeAccountax shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- If the Force Majeure Event prevents WeAccountax from providing any of the Services for more than 10 weeks, WeAccountax shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately

31. Notification

We shall not be treated as having notice, for the purposes of our accounts/tax responsibilities, of information provided to members of our firm other than those engaged on the specific assignment (for example, information provided in connection with accounting, taxation and other services).

32. Period of engagement and termination

- Unless otherwise agreed in the engagement covering letter our work will begin when we receive your implicit or explicit acceptance of that letter. Except as stated in that letter we will not be responsible for periods before that date.
- Each of us may terminate this agreement by giving not less than 21 days' notice in writing to the other party except where you fail to cooperate with us or we have reason to believe that you have provided us or IRS with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.
- In the event of termination of this contract, we will endeavor to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

33. Provision of Services Regulations 2009

In accordance with our professional body rules we are required to hold professional indemnity insurance. Details about the insurer and coverage can be found at our offices.

34. Quality of service

- We aim to provide a high quality of service at all times. If you would like to discuss with us how our service could be improved or if you are dissatisfied with the service that you are receiving please let us know by contacting our Representatives.

35. Reliance on advice

- We will endeavor to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing.

36. Third parties

- Any advice we give you will be supplied on the basis that it is for your benefit only and shall not be disclosed to any third party in whole or part without our prior written consent. It may not be used or relied upon for any other purpose or by any other person other than you without our prior written consent. If our advice is disclosed to any third party (with or without our consent), then we accept no responsibility or liability to that third party for any consequences that may arise to them, should they rely on the advice.
- If it is proposed that any documents or statement which refer to our name, are to be circulated to third parties, please consult us before they are issued.

37. Timetable

- The services we undertake to perform for you will be carried out on a timescale to be determined between us on an ongoing basis.
- The timing of our work will in any event be dependent on the prompt supply of all information and documentation as and when required by us.

38. General

- Assignment and other dealings.

- a. WeAccountax may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to WeAccountax Accounting Ltd, a Group Company or any other third party or agent.
 - b. The Client shall not, without the prior written consent of WeAccountax, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
 - c. You hereby agree that WeAccountax Accounting Ltd or a suitably qualified third party (a "Trusted Agent") is hereby appointed to act as your Agent in relation to our dealings with IRS and competent governmental or regulatory authority.
- **Internal Disputes and Complaints.**
 - a. The Client is a private limited company and we become aware of a dispute between parties who are shareholders or directors of the company, it should be noted that our client is the company itself. We would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties, we will continue to supply information to the registered office/normal place of business for the attention of the directors.
 - b. WeAccountax aims to provide the highest levels of client service and accountancy advice and support at all times but we recognize that even with the best intentions and systems things do not always live up to expectations. We deeply regret any times where there is cause for complaint. If you are unhappy with the Services please contact your WeAccountax Account Manager in the first instance. If you are still not satisfied or would like to escalate your complaint please put it into writing to benjamin@WeAccountax.com. Further details of our complaints procedure can be found in the Help Centre in your WeAccountax Account.
 - **Notices.** Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail. We will communicate with you and with third parties via email or by other electronic means, unless another method is more appropriate. You will be responsible for virus checking emails and any attachments.
 - a. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address recorded on your WeAccountax Account; if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
 - b. You agree that WeAccountax may send you notices via email, regular mail or alerts within the Services.
 - c. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
 - **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the Agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- **Entire Agreement.** These terms constitute the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of WeAccountax, which is not set out in the Contract.
- **Variation.** Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by WeAccountax.

39. DISCONTINUING/CANCELING REGISTERED AGENT SERVICES

Any Official Document (as defined in Section 13, below) filed by You naming WeAccountax as Your registered agent must state WeAccountax's full corporate name in the name form provided, -e.g. "WeAccountax Services, Inc.", "WeAccountax Services Inc" or other form, as the case may be, including all punctuation as provided at time of order. If You prepare and file an Official Document naming WeAccountax as Your registered agent without using WeAccountax full corporate name and/or using the correct name form for that jurisdiction, WeAccountax cannot guarantee that registered agent services can or will be performed on Your behalf. WEACCOUNTAX DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR YOUR FAILURE TO CORRECTLY FORMAT WEACCOUNTAX'S NAME WHEN ASSIGNING AS REGISTERED AGENT. You hereby acknowledge and agree that You are responsible for any fees associated with amending any Official Document to correctly name WeAccountax as Your registered agent with the correct name form.

You hereby acknowledge and agree that in the event (a) Your business entity voluntarily or involuntarily discontinues business operations in a jurisdiction where WeAccountax provides registered agent services; (b) You wish to abandon Your business entity; or (c) You wish to discontinue WeAccountax's registered agent services, You will satisfy at least one of the following cancellation conditions (collectively, "**Cancellation Conditions**"):

The business entity must be properly and legally dissolved, withdrawn, cancelled or otherwise terminated in that jurisdiction either through WeAccountax, independently or through another service provider; or

- The business entity must assign another registered agent in said jurisdiction; or
- The business entity must resign WeAccountax as registered agent in said jurisdiction and pay any document preparation fees (if WeAccountax prepares the documents), as well as all filing fees related to same.
- The business entity must have WeAccountax removed as the registered agent with all state government agencies in which the business entity requested that WeAccountax Services, Inc. be appointed for acceptance of service of process. If, after exhausting reasonable efforts, the business entity cannot obtain sufficient documentation to evidence that WeAccountax has been removed as registered agent, and/or adequate proof is not attainable, the business entity must fill out and sign the Cancellation Certification. However, this provision does not apply to any listing of WeAccountax Services, Inc. as registered agent with any secretary of state, and You may not use the Cancellation Certification to certify that WeAccountax has been removed as Registered Agent with any secretary of state pursuant to the requirements of this section.

You hereby acknowledge and agree that if You do not satisfy at least one of the Cancellation Conditions before the date Your annual registered agent service fee is due, WeAccountax shall continue to act as registered agent in connection with that business entity, and You will continue to incur fees and late penalties (if any) in connection with such services. If, thereafter, You satisfy one of the Cancellation Conditions, You will not be entitled to a pro-rata refund. Further, You acknowledge and agree that if You have not met one of the Cancellation Conditions or You have not paid an annual registered agent service fee by its due date, WeAccountax may, in its sole discretion, charge You the then current registered agent service fee and any applicable tax or other charges to the payment method You provided during registration or in subsequent account payments. Additionally, if the account is in delinquent status or the entity is defunct, any account contacts, including, but not limited to the account primary contact and entity officers and/or directors shall be responsible for the payment of the account.

Upon cancellation, You agree to have WeAccountax removed as registered agent with any agencies in which You or Your registered entity have requested that WeAccountax be appointed for acceptance of service of process (the "**Agencies**"). You agree to provide WeAccountax with documentation sufficient to evidence that WeAccountax has been removed as registered agent for You or Your registered entity with the Agencies. You must provide such documentation prior to satisfying the Cancellation Conditions for discontinuing registered agent services set forth in this Section. You acknowledge that Your failure to provide the documentation required under this paragraph will result in a delay of Your satisfaction of the Cancellation Conditions.

If, despite reasonable efforts, You cannot obtain sufficient documentation to evidence that WeAccountax has been removed as registered agent for You or Your registered entity, You may elect to sign the Cancellation Certification. You acknowledge that Your execution of the Cancellation Certification shall have the same effect as providing documentation under the previous paragraph and shall release WeAccountax of all liability to You or Your registered entity occurring after the date of the Cancellation Certification (the "**Effective Date**") regarding service of process and any other services provided for under this Agreement. **However, this provision does not apply to any listing of WeAccountax Services, Inc. as registered agent with any secretary of state, and You may not use the Cancellation Certification to certify that WeAccountax has been removed as registered agent with any secretary of state.**

You acknowledge that upon completion of the obligations in this Section, You accept full responsibility for any service of process documents that are issued to or served on WeAccountax as registered agent for You or Your registered entity. In addition to all limitations of liability contained in Section 22 of this Agreement, You hereby release WeAccountax of all liability to You or Your registered entity occurring after the Effective Date regarding service of process and any other services provided for under this Agreement.

Please take a moment to carefully read through our Privacy Policy.