

Q TAX LIMITED

Q Tax Limited (company number 16106148) is incorporated in England and Wales whose registered address is at 411 Oxford Street, Office 101, London, England, W1C 2PE.

This document sets out the terms and conditions governing your use of the Account Information Services provided by Q Tax Limited. These terms form a legal agreement between you and Q Tax Limited. By using our services, your agreement to these terms is implied. Upon our confirmation (via the Third Party or email) that your access request has been approved, these terms shall commence and continue until terminated with effect according to the Termination clause below.

1. Introduction

1.1 Our services are integrated within the website or mobile application operated by a Third Party for your use and benefit.

1.2 These Terms set out the rules that govern your use of our account information services, which are made available through the Third Party's website, mobile application, or other electronic platform.

1.3 These Terms apply solely to your use of our Services. They operate in addition to the terms that regulate (i) your use of the Third Party's products or services and (ii) your access to and use of your account with your bank or other payment account provider.

1.4 Our regulatory permissions enable us to act as an AISP in the United Kingdom.

1.5 When you access or use our Services in any way, you agree to follow these Terms and our Privacy Notice, available at <https://q.tax>. The Privacy Notice explains how we collect, use, and protect your personal information. If you do not agree with these Terms, you must not use our services. You will be asked to confirm your acceptance of these Terms before we provide any Service. We will not provide Account Information Services unless you have expressly agreed to these Terms.

1.6 These Terms explain when we are, and are not, responsible if you experience any loss or damage while using our Services.

1.7 By agreeing to these Terms, you confirm that:

1.7.1 you are at least 18 years old;

1.7.2 account(s) to which your Authorisation relates are held with an ASPSP in the United Kingdom (or, where explicitly stated, the EEA), as permitted by applicable law;

1.7.3 all information you have given to us or to the Third Party is accurate, complete, and genuinely yours;

1.7.4 you have the legal right and ability to enter into an agreement with us;

1.7.5 you will use the Services only as described in these terms; and

1.7.6 if any of your own intellectual property appears in the Financial Information you share with us, you give us permission to use it without charge so that we can deliver our Services under these Terms.

1.8 Our Services are designed for people who live in the United Kingdom. They may not be suitable for, or available to, users in other countries.

1.9 We do not provide advice about financial products, investments, or decisions. If you are unsure whether a product or service meets your needs, you should seek guidance from a qualified financial adviser.

1.10 You must be able to verify your identity with your account-servicing payment service provider (ASPSP) in order to use our Services. If you cannot complete their security checks, we may not be able to provide the Service. Your ASPSP sets its own security and authentication rules, which we do not control, and we are not responsible for them.

1.11 We may decide not to provide our Services, including refusing to send an instruction to your ASPSP, if we have reasonable grounds to believe that any of the following applies:

1.11.1 your security details may have been accessed or used by someone else, or the person giving the instruction is not you;

1.11.2 we suspect that you, your ASPSP, your account, or the instruction itself is connected to fraudulent or criminal activity;

1.11.3 carrying out the instruction could involve us in any illegal or criminal act;

1.11.4 the laws or regulations that apply to us prevent us from submitting the

instruction;

1.11.5 submitting the instruction would cause us to break another obligation or agreement that we are bound by; or

1.11.6 carrying out the instruction would expose us to enforcement or regulatory action by a government authority, regulator, or law-enforcement agency.

1.12 If we refuse to submit an instruction:

1.12.1 we will not send it to your ASPSP;

1.12.2 we will not be responsible or liable for any loss resulting from our refusal; and

1.12.3 if required by law or regulations, we will inform you or the Third Party that provides access to our Services of the refusal and explain our reasons for doing so.

1.13 We may communicate with you directly or through the Third Party's interface that you use to access the Services. Where the Services are accessed solely via a Third Party, you consent to us delivering notices and disclosures via that Third Party.

2. Account Services

2.1 Our Service lets you share information about your bank or payment accounts with a Third Party. The Service works on a read-only basis, meaning we can see your information but cannot make any changes to your accounts. The Services are strictly read-only and do not include initiating payments, amending account settings or providing advice or recommendations.

2.2 When you use the Third Party's website or app, you can ask your bank or account provider (known as your Account Servicing Payment Service Provider) to give us access to your Financial Information. Once you give consent, we securely collect the information from your ASPSP and pass it to the Third Party so they can provide their own services to you. The Third Party decides what information to show you.

2.3 We will only share your Financial Information with the Third Party if you give us clear permission. To provide this permission, you will be redirected through our system to your ASPSP's website or app, where you will authorise us to access your

account information. Authorisation will remain in effect only for the period and scope permitted by law and/or required by your ASPSP and must be refreshed when required.

2.4 When you give Authorisation, you allow us to act only as an Account Information Service Provider. This means our role is limited to securely collecting your Financial Information and passing it to the Third Party as requested.

2.5 We provide our Services “as is”. We do not guarantee that the data we receive from your ASPSP is accurate or complete, or that our Service will always be available or error-free. We do not check or verify your Financial Information before sending it to the Third Party, and we are not responsible for any decisions made using that information.

2.6 After your Financial Information (including any personal data) has been transmitted to the Third Party, they become responsible for how it is stored, used, and protected in accordance with their privacy documents. You should review the privacy and data protection policies of both the Third Party and your ASPSP, along with our own Privacy Notice, to understand how your information is handled. In providing Account Information Services, we act as an independent controller of personal data. Our lawful bases include performance of our contract with you and compliance with legal and regulatory obligations. We apply data minimisation and retain personal data only for as long as necessary for the purposes stated in our Privacy Notice (including audit/regulatory retention). Where personal data is transferred outside the UK, we implement appropriate safeguards (such as the UK International Data Transfer Addendum or other valid transfer mechanisms).

2.7 Any financial products or services you receive from a Third Party or your ASPSP are governed by your separate agreement with them. We are not responsible for those products or services and are not liable for any loss, damage, or harm that may result from using them.

2.8 We, the Third Party, or your ASPSP may occasionally ask you to confirm or renew your Authorisation. If you do not do this, we may not be able to continue accessing your Financial Information or providing our Services. If you do not re-authenticate when required, we may be unable to continue the Services until you do.

2.9 You can withdraw or change your Authorisation at any time. You may choose to remove access to one, several, or all of your accounts. You can do this through the Third Party's platform or directly with your ASPSP.

2.10 When we receive your request to withdraw or change your Authorisation, we will update our systems promptly and stop collecting, showing, or processing the Financial Information that your request covers. Following withdrawal, we will cease access and processing for the affected accounts and delete or archive related personal data in accordance with our Privacy Notice and regulatory retention requirements.

3. Amendments to Terms and Fees

3.1 We may amend these Terms, including any applicable Fees, from time to time.

3.2 We will give you at least two months' prior written notice of any intended material changes to these Terms along with the new version of the Terms via our Website and/or through the Third Party interface through which you access the Services.

3.3 If you do not agree with the proposed changes, you must not use our Services. If you continue to use our Services, you will be deemed to have accepted the changes to the Terms.

3.4 We may implement changes immediately, without advance notice, if they:

3.4.1 are required by law or regulations;

3.4.2 relate to the introduction of new services or features that do not materially disadvantage you;

3.4.3 reduce or remove a Fee;

3.4.4 are clerical, typographical or formatting corrections that do not change the meaning of the Terms.

3.5 We will notify you of changes by email to your primary email address registered with us. Where you access the Services only through a Third Party, we may deliver such notices via that Third Party's communications channel.

3.6 All applicable fees (if any) are set out in Clause 4. If we amend the fees, we will notify you in accordance with this Clause 3.

4. Fees

We do not charge you any fees or costs for accessing or using the Services as an end user. If this position changes, we will notify you in accordance with Clause 3 before any fees become payable.

5. Operational and Security Measures

5.1 We implement appropriate technical and organisational measures designed to keep your information secure, including encryption in transit, role-based access controls and logging/monitoring. We may use multi-factor authentication for privileged access. No security measure is infallible; however, we review and update our controls periodically to address emerging risks.

5.2 We may perform planned maintenance or emergency works that could temporarily affect availability. Where practicable, we will provide advance notice via our Website or the Third Party.

5.3 We may use sub-contractors and sub-processors to provide the Services. We remain responsible for their acts and omissions as for our own.

6. Intellectual Property

6.1 All intellectual property rights in the Q Tax Website, technology, software, algorithms, user interface designs, branding, and related materials (together, the “Q Tax IP”) are owned by us or our licensors. These rights are protected by copyright, trademark, database rights, design rights, patents and other intellectual property laws worldwide.

6.2 We grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Services solely for the purpose of accessing and using the Services in accordance with these Terms. No other rights are granted.

6.3 You must not:

6.3.1 copy, reproduce, modify, adapt, distribute, transmit, display or publicly perform any Q Tax IP without our prior written consent;

6.3.2 attempt to reverse engineer, decompile, disassemble or otherwise derive the source code of any Q Tax technology;

6.3.3 remove, obscure or alter any copyright, trademark or proprietary notices in the Q Tax IP;

6.3.4 use Q Tax IP in any way that may damage our reputation or that of our licensors.

6.4 If you provide us with any suggestions, feedback or ideas relating to Q Tax IP or Services, you agree that we may use, modify and incorporate such feedback without restriction and without any obligation to compensate you.

6.5 Except as expressly set out in this Clause 6, no rights or licences in Q Tax IP are granted to you whether by implication, estoppel or otherwise.

7. Our Liability

7.1 In addition to any other limits on our responsibility set out in these Terms or required by law, we are not responsible for any loss or damage you experience in connection with the Services:

7.1.1 if the loss or damage was caused by the Third Party, your bank or payment account provider (ASPSP), or another organisation involved;

7.1.2 if the loss or damage resulted from unusual or unexpected events outside our control, which could not have been avoided even if we had used reasonable care;

7.1.3 if we refused to give you access to the Services or to another product or service we provide;

7.1.4 if you used, tried to use, or intended to use the Services in a way that breaches these Terms or to carry out any unlawful or Prohibited Activity;

7.1.5 if you did not take reasonable care to keep your mobile device or security details safe, or failed to prevent their misuse;

7.1.6 if you acted dishonestly, unlawfully, or in breach of applicable law; or

7.1.7 if you knew that your account or our Services had been accessed without permission but did not tell us as soon as possible.

Nothing in this Clause 7.1 shall be applied so as to exclude or restrict your statutory rights or to render any term unfair under the Consumer Rights Act 2015.

7.2 Nothing in these Terms removes or limits our responsibility where it would be unlawful to do so. This includes our liability for:

7.2.1 death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors;

7.2.2 fraud; or

7.2.3 fraudulent misrepresentation.

7.3 Subject to Clause 7.2, our total aggregate liability arising out of or in connection with the Services in any rolling 12-month period shall not exceed the amount paid by you for our services. This cap does not apply to the liabilities listed in Clause 7.2.

8. Professional Indemnity and Insurance

We hold professional indemnity insurance (PII), or an equivalent guarantee, that provides adequate cover for any liabilities that may arise from our account information service activities in accordance with FCA requirements. Information about our PII provider and the scope of our cover is available upon request. On request, we will provide the name of our insurer and territorial scope of cover.

9. Indemnity

You will indemnify us for reasonable losses, costs and expenses directly arising from your fraud, wilful misconduct, or material breach of these Terms. This indemnity shall not apply to consumers to the extent it would be unfair under the Consumer Rights Act 2015.

10. Termination

10.1 We may limit, suspend, or stop providing our Services to you at any time, and we will not be responsible for any loss or damage that results from doing so. Where reasonable, we will give you prior notice of suspension or restriction and our reasons, unless doing so would be unlawful or compromise security.

10.2 You may end these Terms at any time, without giving notice, by withdrawing your agreement to receive our Services through the Third Party or directly through your bank or payment account provider.

10.3 We may end these Terms immediately if any of the following applies:

10.3.1 you have provided information that is false, misleading or incomplete;

10.3.2 you use our Services for any illegal or fraudulent purpose;

10.3.3 you no longer meet the eligibility requirements for using our Services;

10.3.4 you have seriously and/or persistently breached these Terms; or

10.3.5 the Third Party that provides access to our Services is no longer permitted to offer them to you.

10.4 We may also end these Terms for any reason by giving you at least two months' written notice.

10.5 When these Terms end for any reason:

10.5.1 we will stop providing the Services;

10.5.2 any rights granted to you under these Terms will end;

10.5.3 you must stop using the Services immediately; and

10.5.4 we will retain and/or delete personal data in accordance with our Privacy Notice and regulatory retention requirements.

10.6 Any part of these Terms that is meant to apply after termination, either expressly or by implication, will remain in effect.

10.7 Ending these Terms does not affect any rights, obligations, or liabilities that have already arisen before the termination date.

11. Complaints

11.1 If you have a query or complaint about our Services, you should contact us through our Website chat function or by email at [Insert email address]. To help us handle your complaint quickly, please include the word "Complaint" in the subject line.

11.2 We have a formal complaints procedure in line with the rules of the Financial Conduct Authority (“FCA”). You may request a copy of our complaint procedure at any time. All complaints will be handled in English.

11.2.1 We aim to provide a final response within 15 Business Days of receiving your complaint.

11.2.2 In exceptional cases, if we cannot resolve your complaint within 15 Business Days for reasons beyond our control, we will send you a holding response explaining the delay and indicating when you will receive a final response. This will be no later than 35 Business Days from the date we first received your complaint.

11.3 If you are a consumer, micro-enterprise, small charity or trustee of a small trust (or otherwise an eligible complainant under FCA DISP), and are dissatisfied with our final response, you may refer your complaint to the Financial Ombudsman Service (details below) within six months of our final response.

Website: <http://www.financial-ombudsman.org.uk>

Phone (UK): 0800 023 4567 or 0300 123 9123

Phone (International): +44 20 7964 0500

Email: complaint.info@financial-ombudsman.org.uk

Post: Exchange Tower, London, E14 9SR

11.4 If your complaint is not eligible for the FOS, both parties agree to attempt resolution through mediation in accordance with the rules of the Centre for Effective Dispute Resolution (“CEDR”). Unless otherwise agreed, the mediator will be nominated by CEDR. If mediation fails, disputes will be referred to the courts of England and Wales under Clause 12 (Governing Law and Jurisdiction).

12. Governing Law and Jurisdiction

12.1 These Terms are governed by and shall be interpreted in accordance with the laws of England and Wales. Any dispute or legal claim that arises in connection with these Terms shall fall under the exclusive jurisdiction of the courts of England and Wales. Any legal proceedings must be brought before a court located in England and Wales, and no other courts shall have authority over such matters.

12.2 If you are a consumer resident in the United Kingdom, you may also have the benefit of certain mandatory local consumer protection laws, and nothing in these Terms affects those rights.

13. Third Party Rights

13.1 These Terms are intended to create obligations and rights only between you and Q Tax. They do not give any benefit or legal entitlement to any other person or entity who is not a party to this agreement.

13.2 No third party shall have the right to enforce or rely on any part of these Terms under the Contract (Rights of Third Parties) Act 1999, or under any other applicable laws.

14. No Assignment

14.1 You are not permitted to transfer, assign, or sell any of your rights or obligations under these Terms, unless you receive prior written approval from Q Tax. You may also not give any third party a legal or beneficial interest in the Services without our formal consent.

14.2 Q Tax reserves the right to transfer or assign these Terms, or any associated rights or obligations, at any time and without your consent.

15. General

15.1 If any part of these Terms is found to be unlawful, invalid or unenforceable, the remaining parts will continue to be valid and enforceable.

15.2 Nothing in these Terms changes or affects the rights, responsibilities, or obligations that exist between you and the Third Party under your separate agreement with them.

15.3 If you have any questions about these Terms, you can contact us by email at hello@q.tax.

16. Notices

16.1 We may deliver notices via:

16.1.1 email to the address you or the Third Party have provided;
16.1.2 in-product messages within the Third Party's interface; and/or
16.1.3 posting on our Website.

16.2 Notices by email or in-product message are deemed received on the day sent if sent before 5:00pm UK time, otherwise on the next Business Day. Website postings are deemed received at the time of posting.

Clause, Schedule and paragraph headings shall not affect the interpretation of these Terms.

A person includes a corporate or unincorporated body (whether or not having separate legal personality).

The Schedules form part of these Terms and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

A company includes any company, corporation or other body corporate, wherever and however incorporated or established.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

These Terms shall be binding on, and endure to the benefit of, the parties to these Terms and their respective permitted assigns, and references to any party shall include that party's permitted assigns.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to writing or written includes email.

Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

These Terms shall be concluded and interpreted in the English language. If these Terms are translated into another language, it is for reference purposes only. All communications between the parties shall be in the English language.

Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

A reference to these Terms or to any other agreement or document referred to in these Terms is a reference to these Terms or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these Terms) from time to time.

References to Clauses and Schedules are to the Clauses and Schedules of these Terms and references to paragraphs are to paragraphs of the relevant Schedule.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

The definitions set out in Schedule 1 apply to these Terms.

These Terms incorporate the provisions of the Supplemental Documents and the Schedules. The Terms, the Supplemental Documents and the Schedules should therefore be read in conjunction with each other.

Schedule 1

Definitions

“Q Tax”, “we”, “us”, or “our” means Q Tax Limited, trading as Q Tax, the details of which are set out in the first paragraph of these terms;

“Account Services” means the provision of your Financial Information on a ‘read only’ basis to the Third Party;

“AISP” means account information service provider;

“ASPSP” means your bank or payment account provider;

“Authorisation” means your authorisation for us to access your Financial Information;

“Business Day” means a day (other than a Saturday or Sunday) on which banks in London are open for business;

“Data Protection Laws” means UK GDPR, the Data Protection Act 2018 and related legislation;

“Fees” means any fees payable for the Services, if introduced in accordance with Clause 3;

“Financial Information” means some or all of your account information, balances and transactional information;

“FOS” means the Financial Ombudsman Service;

“Privacy Notice” means our privacy notice available at <https://q.tax>;

“Prohibited Activity” means activities conducted for illegal purposes of any kind, for example fraud, money laundering, unlawful sexually oriented materials or services, counterfeit products, unlawful gambling, financing of terrorist organisations, or the unlawful purchase or sale of tobacco, firearms, prescription medicines, other controlled substances, or any other goods barred by law;

“Services” means provision of secure, read-only service that enables individuals or businesses, with their explicit consent, to have their Financial Information retrieved from one or more ASPSPs and provided to a Third Party;

“Terms” means these terms;

“Third Party” means our customer or a client of our customer;

“Website” means our general website, the web address of which is <https://q.tax>.

Schedule 2

HMRC Compliance Check Protection (Optional Add-On)

1. Nature of the Service

This is an *optional service* available to users of Q Tax's self-assessment preparation platform. It is not part of our regulated Account Information Services and is not required for use of the core Q Tax platform.

2. Scope of Assistance

If you purchase this add-on and subsequently become subject to an HMRC compliance check, enquiry, or investigation relating to a Self-Assessment tax return (SA100) prepared through Q Tax, and in respect of income and gains reported within that return, Q Tax will assist you by:

3. Reviewing your responses and supporting documentation before submission to HMRC; and
4. Providing consultation or advice regarding the matters raised in the compliance check, where requested by you.

5. Delivery of the Service

Q Tax may provide the assistance directly or through its affiliated company, **Q Accountants Ltd**, a company registered in England and Wales (No. 09744355).

6. Fees

Fees for this service are charged separately and will be disclosed at the time of purchase. The fees may be a fixed amount or a time-based fee, as specified in the purchase summary.

7. Exclusions

- This service does not include representation before HMRC or any tribunal, nor the preparation of amended tax returns.
- It applies only to the specific tax year and SA100 return produced by QTax.
- It does not extend to compliance checks relating to earlier or later years, or to other taxes (e.g., VAT, PAYE, or Corporation Tax).

8. Termination

You may cancel the add-on within 14 days of purchase for a full refund, provided no assistance has been delivered. Q Tax may withdraw this service if fees remain unpaid or if you materially misrepresent information relevant to your case.

9. Liability

Our liability in connection with this add-on shall not exceed the total amount of fees paid for the service. This limitation does not apply to cases of fraud, fraudulent misrepresentation, or personal injury caused by negligence.