

RECENT UPDATES

The **TaxAssist Attachment** forms a specific variance agreement that applies to ASPL's usual [Terms and Conditions of Sale](#) (T&Cs), [End-User Licence Agreement](#) (EULA), [Cloud Service Agreement](#) (CSA) and [Privacy Policy](#) (the "Core Policies"), that **only** applies in relation to TaxCalc customers who are also TaxAssist franchisees. Please read thoroughly if you are a TaxAssist franchisee.

Update of 21-02-2020:

- Definitions added to 1.1 for Add-on Returns and Credit-based Services.
- Section 2.3.1 added to allow for CSC-specific 'updates only' roles to be created.
- 2.5.1 altered so that the order of ASPL Products and/or Services **may** be subject to approval by TaxAssist (rather than this being standard).
- Section 2.5.3 has been restructured:
- 2.5.3.1 has been rephrased so that the alteration/clarification date is now 'the first day of the month that precedes the month in which the Your annual renewal falls.'
- 2.5.3.2 clarifies what we do and do not automatically renew.
- 2.5.3.3 states what happens if a purchase is made before the annual renewal date but after the notification date has passed.
- Section 6: **Amendments to the Privacy Policy** has been updated so that it cross-references our [updated Privacy Policy](#) correctly (as this main Privacy Policy has now been updated).

TaxAssist Variation to the ASPL Policies: TaxAssist Franchisees Only (2020-02-21)

1 ABOUT THIS VARIATION AGREEMENT

1.1 In this variation agreement, expressions defined in the Core Policies and used in this variation agreement have the meaning set out in the Core Policies, unless otherwise defined or amended below:

"You" means You the customer who is a TaxAssist franchisee;

"Add-on Returns" means any Module where additional returns are purchased as part of the Product, for example, Single SA900 Trust tax returns.

"Core Policies" means the [Terms and Conditions of Sale](#) (T&Cs), the [End-User Licence Agreement](#) (EULA), the [Cloud Service Agreement](#) (CSA) and the [Privacy Policy](#) (the "Core Policies");

"Credit-based Service" means any Service or Module where consumable credits are purchased as part of the service, for example, Company Incorporator incorporations, eSign envelopes or AML searches;

"Party" means either You or us and together the **"Parties"**;

"TaxAssist" means TaxAssist Direct Limited a company incorporated in England and Wales (Registration Number: 03125864) and whose principal place of business is Second Floor, Bankside 300 Peachman Way, Broadland Business Park, Norwich, NR7 0WF; and

"this Agreement" means this variation agreement.

1.2 This Agreement commences as of 1 February 2019.

1.3. This Agreement describes certain amendments to the Core Policies that apply to You and only apply to TaxAssist franchisees. It forms part of the [T&Cs](#), [EULA](#) and [CSA](#) as per Section 1 of the T&Cs and runs concurrently with them.

2. SUMMARY OF AMENDMENTS

This clause sets out a summary of the amendments of the Core Policies (with specific changes and amendments to the Core Policies set out in clauses 3 to 6 (inclusive)).

DATA CONTROL

2.1. You remain the Data Controller for personal data uploaded to the TaxCalc CloudConnect Service and any personal data therein is still your legal responsibility, as per Section 4 of our [Privacy Policy](#).

2.2. As a Data Controller, You acknowledge and agree to give TaxAssist certain rights in in respect of Your data, specifically TaxAssist will be able to:

- 2.2.1. access data held within Your CloudConnect Service databases;
- 2.2.2. add prospect data to Your CloudConnect Service databases;
- 2.2.3. take over Your TaxCalc account with us, where TaxAssist informs us that You have:
 - 2.2.3.1. become incapacitated due to ill health;
 - 2.2.3.2. died; and/or
 - 2.2.3.3. breached Your franchise agreement with TaxAssist.

2.3. As Data Controller, You may terminate the rights given to TaxAssist pursuant to section 2 above at any time by providing written notice to us and TaxAssist. You acknowledge and agree that any notice You provide to us under this section will be shared with TaxAssist.

2.3.1 In the specific instance where You use Computer Service Centre (CSC) as Your hosted desktop provider, You acknowledge and agree that TaxCalc may create a specific role within Your CloudConnect databases to allow CSC the ability to update Your CloudConnect databases on Your behalf. TaxCalc will also provide CSC with the credentials necessary to use this role. This role is created purely to facilitate this specific updating action on an ongoing basis. You may disable this role within the TaxCalc application at any time, though this may inhibit updates to the application.

DATA SHARING

2.4. You acknowledge and agree that:

2.4.1. In order to address endemic or specific issues in relation to the Product and/or Services provided by us, we may share administrative, sales and support data with TaxAssist. This may

include personal data pertaining to You or Your clients.

2.4.2. Where You are suspected or actually in breach of our Core Policies, we will notify TaxAssist of such situation.

ORDERING, PAYMENT AND LIABILITY

2.5. As a result of You being a TaxAssist franchisee, You acknowledge and agree that:

2.5.1. Your order of ASPL Products and/or Services may be subject to approval by TaxAssist before the order is confirmed or payment is processed.

2.5.2. You will not pay us directly for the ordered Product and/or Services. Instead, the payment for Products and/or Services will be charged to TaxAssist, who will provide payment to us directly.

2.5.3. Your renewal of Your extant ASPL Product and/or Services will automatically continue until such time as we receive instruction from TaxAssist to cease the provision of such ASPL Product and/or Services.

2.5.3.1 If you wish to alter or cancel the provision of ASPL Products and/or Services, you will need to contact TaxAssist no later than the first day of the month that precedes the month in which Your annual renewal falls.

2.5.3.2 Any ASPL Products and/or Services that have been purchased during the calendar year prior to Your annual renewal will automatically be included in Your annual renewal (excepting Credit-based Services and Add-on Returns Products).

2.5.3.3 If You purchase additional ASPL Products or Services between Your annual renewal dates, these additional Products or Services will by default:

a) renew coterminously with your upcoming annual renewal date; and

b) be priced pro rata up to the upcoming annual renewal date.

2.5.4. If we receive instruction from TaxAssist to cease provision of ASPL Products and/or Services to You, we will cease provision of such ASPL Product and/or Services to You.

2.5.5. If an issue of a liability claim involving the Product and/or Services provided by us arises, You should contact TaxAssist in the first instance. If we and TaxAssist cannot resolve the issue that is mutually agreed by TaxAssist, You and us, our liability to You is set out in the Core Policies (as amended below).

3. AMENDMENTS TO THE T&CS

The Parties agree the following amendments to the T&Cs:

Clause	Amendment
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- Section 4.1 This section is amended to read as follows:
amended: In order to order Your Products and/or Services using the TaxCalc Website, You must have created a customer account with Us and be successfully logged in. Your order of ASPL Products and/or Services will be subject to approval by TaxAssist before the order is confirmed or payment is processed. You will not pay us directly for the ordered Product and/or Services. Instead, the payment for Products and/or Services will be charged to TaxAssist, who will provide payment to us directly.
- Sections 4.2 The entire text of sections 4.2 to 4.4 (inclusive) is
to 4.4 deleted and replaced with the words "Not used".
(inclusive)
deleted:
- Section 4.5.6 This section is amended to read as follows:
amended: You acknowledge and agree that TaxAssist is responsible for paying for Your Product and/or Services. If TaxAssist fails to make a Pay By Instalment payment by the date specified in the Pay By Instalment Arrangement the following will occur:
- Section This section is amended to read as follows:
4.5.6.1 Your Product and/or Services will be locked until
amended: payment is received from TaxAssist. Where a Product or Service forms part of a larger product, such as in the case of software being launched from the TaxCalcHub application, all such connected Products will be locked.
- Section This section is amended to read as follows:
4.5.6.2 in order to unlock Your Product and/or Services You will
amended: need to contact TaxAssist and arrange for TaxAssist to pay the missing balance.
- Sections 4.7 The entire text of sections 4.7 to 4.9 (inclusive) is
to 4.9 deleted and replaced with the words "Not used".
(inclusive)
deleted:
- Section 4.10 This section is amended to read as follows:
amended: Once TaxAssist's payment in respect of Your Product and/or Services has cleared and been processed by us, TaxAssist will be issued electronically with an Invoice. You acknowledge and agree that TaxAssist will issue you a separate invoice and You will contact TaxAssist regarding any issues relating to the invoicing process.

- Section 7.1 amended: This section is amended to read as follows:
You acknowledge and understand that We are not professional advisors for matters of a financial, tax, data protection or any other nature. You also acknowledge that it is Your responsibility and You agree that You shall be responsible for ensuring that any Product purchased by You is suitable for Your requirements and is compatible with Your existing IT and other systems, practices (whether personal or business) and business. A request for refund citing unsuitable software will be refunded only at our discretion and such request must be made to TaxAssist in writing. Any conditions or warranties that may be implied by statute or otherwise the any Product is fit for a particular purpose or of satisfactory quality is hereby excluded to the extent legally permissible by law.
- Section 8 deleted: The entire text of section 8 is deleted and replaced with the words "Not used".
- Section 10.12 amended: This section is amended to read as follows:
In all cases, You agree and understand that We may store, process and use data collected from You for the purposes of providing support as set out in our [Privacy Policy](#). You also acknowledge and agree that: (i) in order to address endemic or specific issues in relation to the Product and/or Services provided by us, we may share administrative, sales and support data with TaxAssist. This may include personal data pertaining to You or Your clients; and (ii) where You are suspected or actually in breach of our Core Policies, we will notify TaxAssist of such situation.
- Section 11.5 amended: This section is amended to read as follows:
Subject to Sections 11.3 and 11.4, under no circumstances shall our total aggregate liability to You (however arising) under or in relation to the Contract, including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise, exceed the amount of Your Order.
- Section 13.5 added: This sections is inserted into the T&Cs:
As a Data Controller, You acknowledge and agree to give TaxAssist certain rights in in respect of Your data, specifically TaxAssist will be able to:
- • access data held within Your CloudConnect Service databases;
 - • add prospect data to Your CloudConnect Service databases;
 - • take over Your TaxCalc account with us, where TaxAssist informs us that You have:
 - o become incapacitated due to ill health;
 - o died; and/or
 - o breached Your franchise agreement with TaxAssist.

4. AMENDMENTS TO THE EULA

The Parties agree the following amendments to the EULA:

Clause	Amendment
Section 3.4 amended:	This section is amended to read as follows: Your renewal of Your extant ASPL Product and/or Services will automatically continue until such time as we receive instruction from TaxAssist to cease the provision of such ASPL Product and/or Services. Therefore, You will need to contact TaxAssist if you wish to alter or cancel the provision of ASPL Product and/or Services one month prior to Your annual renewal.
Sections 8.1.2 to 8.1.10 (inclusive) deleted:	The entire text of sections 8.1.2 to 8.1.10 (inclusive) are deleted and replaced with the words "Not used".
Section 12.6(a) amended:	This section is amended to read as follows: promptly, upon becoming aware of any IPR Claim, notify ASPL and TaxAssist and provide to ASPL reasonable assistance, at ASPL's expense, which ASPL may reasonably request in connection with the defence of any such IPR Claim;

5. Amendments to the CSA

The Parties agree the following amendments to the CSA:

Clause	Amendment
Section 5.3 amended:	This section is amended to read as follows: If any User breaches any of the terms and conditions of the Acceptable Use Policy ("AUP"), ASPL shall have the right to immediately suspend the User's access to Service and to ask the User and/or the Customer to remedy the breach within a reasonable timeframe. ASPL shall inform the Customer of the above Users' breach via email to the main account holder as soon as it becomes aware of it, subject to Section 5.4 and Customer will inform TaxAssist of the breach. If the Users and/or the Customer fail to remedy said breach within the applicable timeframe, ASPL shall have the right to (i) remove the Customer Data infringing the AUP; and/or (ii) immediately terminate the User's access to the Services; and/or (iii) inform TaxAssist of such breach and termination.

- Section 5.4 This section is amended to read as follows:
amended: If ASPL has reasonable evidence of i) possible serious risks to the System or Services provoked by the Customer Data, or ii) fraudulent or illegal activities of the Customer, ASPL is entitled to a) immediately suspend or terminate the accesses of the Users involved and b) to remove the relevant Customer Data. If the circumstances in points i) and ii) are proven to be false, ASPL shall as soon as is reasonably possible reinstate the User's access to the Services and refund TaxAssist any fees paid in respect of the period for which access to the Services was suspended.
- Section 6.1 This section is amended to read as follows:
amended: The Parties acknowledge and agree that as consideration for the Services, and all connected performance and obligations of ASPL under this CSA, TaxAssist shall pay ASPL the Charges as detailed in the relevant Pay By Instalment Arrangement.
- Section 6.3 The entire text of section 6.3 is deleted and replaced with
deleted: the words "Not used".
- Section 7.1 This section is amended to read as follows:
amended: If at any time ASPL fails to meet any Service Level Objectives, ASPL shall on demand pay TaxAssist the appropriate Service Credits in accordance with the following Sections 7.2, 7.3 and 7.4.
- Section 7.3 This section is amended to read as follows:
amended: Any demand must be made within 30 (thirty) days of the month in which ASPL fails to make the Service Level Objectives. Customer acknowledges and agrees that all demands must be made by TaxAssist contacting TaxCalc using the contact details on the TaxCalc Website.

6. Amendments to the Privacy Policy

The Parties agree the following amendments to the [Privacy Policy](#):

Clause	Amendment
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| Section 4.4
amended: | This section is amended to read as follows:
In addition to the uses mentioned in 2.1, we may also use your personal data for the following additional purposes and direct marketing ("Additional Purposes"). These actions in regard to personal data are performed on the lawful basis of consent as described in the GDPR. For the avoidance of doubt TaxCalc will not ordinarily contact You for direct marketing purposes without both your recorded consent and the approval of TaxAssist. However, as per 2.5, 'service level' communications require neither consent nor approval. |
| Section 5.5
added: | This section is inserted into the Privacy Policy:
In order to address endemic or specific issues in relation to the Product and/or Services provided by us, we may share administrative, sales and support data with TaxAssist. This may include personal data pertaining to You or Your clients. |

