

TAXCALENDAR TERMS OF SERVICE

TaxCalendar Pty Ltd (ACN 700 298 764)

Effective Date: 15 July 2026

INTRODUCTION

These Terms of Service ("Terms") govern your access to and use of the TaxCalendar platform and related services ("Platform") provided by TaxCalendar Pty Ltd (ACN 700 298 764) ("TaxCalendar", "we", "us" or "our").

Please read these Terms carefully. By creating an account, clicking "I Agree", ticking an acceptance checkbox, or otherwise accessing or using the Platform, you agree to be bound by these Terms. If you are entering into these Terms on behalf of an accounting firm or other organisation, you represent that you have authority to bind that organisation, and "you" and "your" refer to that organisation throughout these Terms.

If you do not agree to these Terms, do not access or use the Platform.

RECITALS

- TaxCalendar operates a cloud-based workflow and compliance management platform designed for use by Australian accounting firms.

- The Platform is provided exclusively as a software-as-a-service and is accessed via a web browser. No software is downloaded or installed.

- These Terms, together with any Order Form, Subscription Plan details, and Privacy Policy, form the entire agreement between TaxCalendar and the Subscriber.

- DEFINITIONS

- In these Terms, unless the context requires otherwise:

- "Authorised Users" means the individual employees, contractors, and other personnel of the Subscriber who are authorised to access the Platform under the Subscriber's subscription;

- "Beta Features" means features or functionality of the Platform that are made available on an experimental or early-access basis and are labelled as "beta", "preview", "early access", or similar;

- "Confidential Information" means any non-public information disclosed by one party to the other in connection with the Platform, including business information, technical data, pricing, and Subscriber Data;

- "Firm Administrator" means the individual designated by the Subscriber as having primary administrative responsibility for the Subscriber's organisation account, including the ability to manage Authorised Users, configure settings, and manage billing;

- "Order Form" means any written or electronic order document, subscription page, or checkout confirmation that specifies the Subscription Plan purchased by the Subscriber;

- "Platform" means the TaxCalendar cloud-based workflow and compliance management software, accessed via a web browser at www.taxcalendarhq.com and any associated APIs, features, AI functionality, integrations, and updates made available by TaxCalendar from time to time;

- "Privacy Policy" means TaxCalendar's privacy policy published at www.taxcalendarhq.com/privacy, as updated from time to time;

- "Subscriber" means the accounting firm or other organisation that has registered for an account and accepted these Terms;

- "Subscriber Data" means all data, content, and information submitted to or generated within the Platform by the Subscriber or its Authorised Users;

- "Subscription Fee" means the fee payable by the Subscriber for access to the Platform in accordance with the selected Subscription Plan;

- "Subscription Plan" means the tier of access and associated features selected by the Subscriber, as described on the TaxCalendar pricing page at www.taxcalendarhq.com/pricing;

- "Subscription Term" means the period of access purchased by the Subscriber, being monthly or annual as selected at checkout or on an Order Form;

- "ACL" means the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth); and

- "AI Features" means any artificial intelligence or machine learning-assisted functionality

made available within the Platform, including workflow suggestions, content generation, and automated recommendations, which may be powered by third-party AI providers or models from time to time.

- ACCEPTANCE AND ELIGIBILITY

- These Terms take effect when you first accept them by any of the following actions:

- clicking "I Agree", "Get Started", "Create Account", or a similar acceptance button or checkbox;

- creating an account on the Platform; or

- accessing or using the Platform in any way.

- To access the Platform, you must:

- be at least 18 years of age;

- have the legal capacity to enter into a binding agreement; and

- if accepting on behalf of an organisation, have authority to bind that organisation to these Terms.

- TaxCalendar may update these Terms at any time. We will notify you of material changes by email or via an in-platform notification. If you continue to use the Platform after the updated Terms take effect, you are taken to have accepted the updated Terms. If you do not agree to the updated Terms, you must stop using the Platform and cancel your subscription before the changes take effect.

- PLATFORM DESCRIPTION AND NATURE OF SERVICE

- The Platform is a web-based workflow and compliance management tool designed for Australian accounting firms. Key features include:

- client management;

- compliance workflow management;

- recurring tax and compliance obligation tracking;

- automated reminder emails and workflow notifications;

- staff and workflow management;

- lodgement status tracking;

- integration with Microsoft Outlook and other third-party services;

- AI-assisted workflow features;

- CSV import of client data; and

- future software updates and integrations as made available by TaxCalendar from time to time.

- Workflow tool only. The Platform is a workflow and reminder management tool only.

TaxCalendar does not provide taxation advice, accounting advice, legal advice, or any other professional services. Nothing in the Platform or these Terms constitutes professional advice of any kind.

- No guarantee of accuracy. TaxCalendar does not warrant the accuracy, completeness, or currency of any due dates, compliance deadlines, regulatory information, reminder content, or other information made available through the Platform. Tax laws, regulatory requirements, and lodgement deadlines change frequently. You remain solely responsible for verifying all information independently and for ensuring compliance with all applicable taxation and regulatory obligations.

- User responsibility. Users remain solely responsible for:

- ensuring that all client obligations are met in accordance with all applicable taxation and regulatory obligations;

- independently verifying all due dates, lodgement obligations, and compliance requirements; and

- all professional obligations owed to their clients under applicable professional standards and legislation.

- TaxCalendar expressly disclaims any liability arising from reliance on Platform-generated reminders, due dates, workflow suggestions, or AI-generated content without independent professional verification.

- Email reminder delivery. Automated reminder emails provided through the Platform are an aid to your internal workflows only. TaxCalendar does not guarantee the delivery, receipt, or timeliness of any reminder email. Factors outside TaxCalendar's control may affect delivery, including:

- third-party email service provider availability;
- spam filtering applied by your email client, server, or IT environment;
- Microsoft Outlook configuration or connection restrictions;
- internet infrastructure outages; or
- incorrect or outdated email addresses recorded in your account.

You must not rely on reminder emails as your sole method of tracking compliance deadlines.

You remain solely responsible for monitoring all lodgement dates and regulatory obligations regardless of whether a reminder email is received.

- No government affiliation. TaxCalendar is not affiliated with, endorsed by, operated by, or associated with the Australian Taxation Office or any other government agency or regulatory body. All TaxCalendar branding and services are independent of any government authority.

- EVOLVING PLATFORM

- TaxCalendar is continually improving the Platform. As a result:
- features, functionality, user interfaces, and integrations may be added, modified, or removed from time to time;
- TaxCalendar may discontinue any feature or integration at its discretion;
- the appearance, behaviour, or performance of the Platform may change between updates; and
- new capabilities may be introduced, including additional AI Features, third-party integrations, and workflow tools, without prior notice.
- TaxCalendar will endeavour to provide reasonable notice of material changes where practicable, including the removal of significant features. However, TaxCalendar does not guarantee that any particular feature, integration, or functionality will remain available indefinitely.
- Continued use of the Platform following any change constitutes your acceptance of that change. If a material change is unacceptable to you, you may cancel your subscription in accordance with clause 7.
- TaxCalendar is not liable for any loss or damage arising from changes to the Platform made in accordance with this clause.

- ACCOUNTS AND ORGANISATION ADMINISTRATION

- Account creation. To use the Platform, the Subscriber must register and create an organisation account. You must provide accurate, current, and complete information during registration and keep this information up to date.
- Firm Administrator. Each organisation account must have at least one Firm Administrator. The Firm Administrator is responsible for:
 - managing Authorised Users within the organisation account, including adding, removing, and setting permission levels;
 - configuring organisation-wide settings;
 - managing billing, payment details, and subscription changes; and
 - ensuring that all Authorised Users comply with these Terms.
- Authorised Users. The Subscriber may invite Authorised Users to access the Platform up to the number permitted under the applicable Subscription Plan. Authorised Users must be individuals who are employees, contractors, or other personnel of the Subscriber's accounting firm. The Subscriber must not share login credentials between multiple individuals.
- Account security. You are responsible for maintaining the security of your account credentials. You must:
 - use a strong, unique password;
 - not share your credentials with any person who is not an Authorised User; and

- notify TaxCalendar immediately at support@taxcalendarhq.com if you become aware of any unauthorised access to your account.

- TaxCalendar is not liable for any loss or damage arising from unauthorised access to your account resulting from your failure to maintain the security of your credentials.

- Account accuracy. TaxCalendar is not responsible for errors, omissions, or consequences arising from inaccurate information entered into the Platform by the Subscriber or its Authorised Users.

- FREE TRIAL

- TaxCalendar may offer a free trial period to new Subscribers. Where a free trial is offered:

- the duration of the free trial will be specified at the time of registration;

- the Subscriber will have access to the Platform features described for the applicable trial tier;

- no payment is required during the free trial period; and

- at the end of the free trial, access to the Platform will cease unless the Subscriber selects a Subscription Plan and provides valid payment details.

- TaxCalendar may limit the features or usage levels available during a free trial at its discretion.

- TaxCalendar may modify or discontinue free trial offerings at any time without notice.

- Each organisation is entitled to one free trial only. TaxCalendar reserves the right to decline or terminate a free trial where it reasonably believes the trial entitlement is being circumvented.

- SUBSCRIPTIONS AND BILLING

- Subscription Plans. The Platform is offered under tiered Subscription Plans as described at www.taxcalendarhq.com/pricing. Features, user limits, and usage caps vary between plans. TaxCalendar may update plan features and pricing from time to time; existing Subscribers on annual plans will not be affected by price changes until their next renewal.

- Subscription Term and renewal. Subscriptions are available on a monthly or annual basis:

- Monthly subscriptions renew automatically each month on the same day as the original subscription date, unless cancelled before the renewal date; and

- Annual subscriptions renew automatically at the end of each 12-month period, unless cancelled at least 14 days before the renewal date.

- Fees and payment. Subscription Fees are billed in advance. By providing payment details, you authorise TaxCalendar (or its third-party payment processor) to charge the applicable Subscription Fee on each renewal date. All fees are stated in Australian dollars and are inclusive of GST unless otherwise stated.

- Payment processing. TaxCalendar uses a third-party payment processor to handle payment transactions. Your payment information is stored and processed by that processor in accordance with their terms of service and privacy policy. TaxCalendar does not store full credit card details.

- Failed payments. If a payment fails, TaxCalendar will notify you and may retry the payment. If payment is not received within 7 days of the due date, TaxCalendar may suspend access to the Platform until payment is made. Continued non-payment may result in termination of your subscription.

- Fee changes. TaxCalendar may change Subscription Fees on 30 days' written notice. If you do not agree to a fee change, you may cancel your subscription before the new fee takes effect.

- Taxes. You are responsible for all taxes, duties, and levies applicable to your subscription in addition to any amounts payable to TaxCalendar, except for taxes assessed on TaxCalendar's income.

- CANCELLATION AND TERMINATION

- Cancellation by Subscriber. You may cancel your subscription at any time via your account settings or by contacting support@taxcalendarhq.com.

- If you cancel a monthly subscription, your access will continue until the end of the current billing period. You will not receive a refund for any unused portion of the current month.
- If you cancel an annual subscription, your access will continue until the end of the current annual period. Fees paid for the unused portion of an annual subscription are non-refundable, except where required under the ACL or these Terms.
- Termination by TaxCalendar. TaxCalendar may terminate your subscription immediately, with or without notice, if:
 - you materially breach these Terms and fail to remedy the breach within 14 days of receiving written notice;
 - you breach the Acceptable Use Policy in clause 13;
 - you become insolvent, enter administration, or are wound up; or
 - TaxCalendar is required to do so by law.
- Effect of termination. Upon termination or expiry of your subscription:
 - your right to access the Platform immediately ceases;
- TaxCalendar will retain your Subscriber Data for a period of 30 days, during which you may request an export of your data;
 - after 30 days, TaxCalendar may permanently delete your Subscriber Data; and
- any provisions of these Terms that by their nature should survive termination will continue to apply, including clauses 10, 11, 14, 15, 18, 19, and 20.
- Data export. To request a data export prior to deletion, contact support@taxcalendarhq.com within 30 days of termination.

- SUSPENSION AND SERVICE INTERRUPTIONS

- Suspension for cause. TaxCalendar may suspend your access to the Platform, with or without notice, where:
 - a Subscription Fee is overdue;
- TaxCalendar reasonably suspects that your account has been compromised or is being used fraudulently;
- your use of the Platform is causing harm to TaxCalendar's infrastructure or other customers;
 - you are in breach of these Terms; or
 - required by law or a government or regulatory authority.
- Where suspension is due to payment default, access will be restored promptly upon receipt of outstanding amounts.
- TaxCalendar will take reasonable steps to notify you of a suspension and the reason for it, unless such notification is not possible in the circumstances (for example, where there is a security threat).
- Planned and unplanned interruptions. TaxCalendar may temporarily suspend or restrict access to the Platform, in whole or in part, for any of the following purposes:
 - scheduled maintenance;
 - platform upgrades or releases;
 - security patching or incident response;
 - emergency or unplanned infrastructure work; or
 - improvements to underlying cloud infrastructure or third-party integrations.
- TaxCalendar will use reasonable efforts to minimise disruption to Subscribers and, where practicable, will provide advance notice of planned interruptions via email or in-platform notification.
- TaxCalendar is not liable for any loss, damage, or inconvenience arising from temporary interruptions to Platform access made in accordance with this clause.

- INTELLECTUAL PROPERTY

- TaxCalendar's intellectual property. The Platform and all content, technology, software, databases, interfaces, and documentation forming part of it (excluding Subscriber Data) are owned by or licensed to TaxCalendar. All intellectual property rights in the Platform are

reserved by TaxCalendar. Nothing in these Terms transfers ownership of any TaxCalendar intellectual property to you.

- Licence to use the Platform. Subject to your compliance with these Terms and payment of the applicable Subscription Fees, TaxCalendar grants you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Platform during the Subscription Term for your internal business purposes.

- Restrictions. You must not:

- copy, modify, adapt, translate, or create derivative works of the Platform;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Platform;
- sell, resell, rent, lease, sublicense, or otherwise transfer access to the Platform to any third party;
- remove or obscure any proprietary notices or branding on the Platform;
- use the Platform to build a competing product or service; or

- use the Platform in any way that exceeds the scope of the licence granted in clause 10.2.

- Feedback. If you provide TaxCalendar with feedback, suggestions, or ideas regarding the Platform ("Feedback"), you grant TaxCalendar a perpetual, irrevocable, royalty-free licence to use that Feedback for any purpose, including improving the Platform. You represent that you have the right to provide that Feedback.

- SUBSCRIBER DATA AND PRIVACY

- Ownership of Subscriber Data. As between TaxCalendar and the Subscriber, the Subscriber retains all ownership of and responsibility for Subscriber Data. TaxCalendar does not claim any ownership rights in Subscriber Data.

- Licence to use Subscriber Data. You grant TaxCalendar a limited, non-exclusive licence to access, store, process, and use Subscriber Data solely to the extent necessary to:

- provide and operate the Platform;
- provide support services to you;
- comply with legal obligations; and

- improve the Platform using anonymised and aggregated data that cannot be used to identify you or any individual.

- Data accuracy. You are responsible for the accuracy, quality, and legality of Subscriber Data submitted to the Platform. TaxCalendar is not responsible for errors or omissions in Subscriber Data.

- Client Data. Where Subscriber Data includes personal information relating to your clients or their staff ("Client Data"), you represent and warrant that you have obtained all necessary consents and authorisations required under applicable privacy laws to submit that data to the Platform.

- Privacy. TaxCalendar collects, holds, uses, and discloses personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. TaxCalendar's Privacy Policy, available at www.taxcalendarhq.com/privacy, sets out how TaxCalendar manages personal information. By using the Platform, you acknowledge that you have read and understood the Privacy Policy.

- Data processing. TaxCalendar acts as a data processor in respect of Client Data and will only process Client Data on your instructions and as necessary to provide the Platform, except where required by law.

- Notifiable data breaches. In the event of a data breach affecting Subscriber Data that is likely to result in serious harm, TaxCalendar will notify you and, where required, the Office of the Australian Information Commissioner, in accordance with the Notifiable Data Breaches scheme under the Privacy Act 1988 (Cth).

- ACCEPTABLE USE

- You must use the Platform only for lawful purposes and in accordance with these Terms. You must not use the Platform to:

- transmit, store, or process data that infringes the intellectual property rights of any

third party;

- transmit unsolicited commercial communications in breach of the Spam Act 2003 (Cth) or any other applicable law;
 - engage in conduct that is misleading, deceptive, fraudulent, or unlawful;
- upload or transmit malicious code, viruses, or any content designed to disrupt, damage, or gain unauthorised access to any system;
- attempt to gain unauthorised access to any part of the Platform or its underlying infrastructure;
- use the Platform in a manner that could damage, overburden, or impair TaxCalendar's infrastructure or interfere with any other user's access to the Platform;
- use the Platform to process data relating to minors without appropriate parental or guardian consent; or
 - breach any applicable law or regulation in connection with your use of the Platform.
- You are responsible for ensuring that all Authorised Users comply with this clause. A breach of this clause by an Authorised User is deemed to be a breach by the Subscriber.
- TaxCalendar reserves the right to investigate suspected breaches of this clause and to suspend or terminate access in accordance with clauses 8 and 9.

- AI FEATURES

- Nature of AI Features. AI Features are designed to assist Subscribers with workflow management and related tasks. AI Features do not constitute professional advice of any kind.
- Independent review required. All outputs generated by AI Features must be independently reviewed and verified by a suitably qualified professional before being relied upon or communicated to clients. AI outputs may be incomplete, incorrect, out of date, or unsuitable for a particular purpose.
- Third-party AI providers. AI Features may be powered by one or more third-party artificial intelligence providers or models. The identity of those providers may change over time as TaxCalendar selects, updates, or replaces AI infrastructure. Outputs may vary depending on the provider or model in use at any given time. Changes to AI providers do not alter your responsibility to independently review all AI-generated outputs.
- No guarantee of accuracy. TaxCalendar does not warrant that AI Features will produce accurate, complete, or appropriate outputs. You use AI Features entirely at your own risk.
- Professional standards. Nothing generated by AI Features constitutes taxation advice, legal advice, accounting advice, or any other professional advice. You remain solely responsible for ensuring that your use of AI Features complies with applicable professional standards, including those imposed by CPA Australia, Chartered Accountants Australia and New Zealand, the Tax Practitioners Board, and any other relevant professional body.
- Platform improvement. TaxCalendar may use anonymised and aggregated data derived from interactions with AI Features to improve the accuracy and performance of those features, in accordance with the Privacy Policy.
- Changes to AI Features. TaxCalendar may modify, limit, or discontinue AI Features, or change the underlying AI provider or model, at any time. TaxCalendar will endeavour to provide reasonable notice of material changes to AI Features.

- BETA FEATURES

- TaxCalendar may make Beta Features available from time to time. Beta Features are experimental or early-stage features clearly labelled as "beta", "preview", "early access", or similar.
 - Beta Features:
 - are supplied on an "as-is" and "as-available" basis without warranty of any kind;
 - may contain errors, limitations, or unexpected behaviour;
- may be modified, suspended, withdrawn, or discontinued at any time, with or without notice; and
- should not be relied upon for critical compliance or client work until they have been released as a generally available feature.

- TaxCalendar is not liable for any loss or damage arising from your use of, or reliance on, any Beta Feature.

- TaxCalendar may invite Subscribers to participate in Beta Feature testing programmes. Participation is voluntary and may be subject to separate terms notified at the time of invitation.

- **THIRD-PARTY INTEGRATIONS**

- Current and future integrations. The Platform integrates, and may in the future integrate, with a range of third-party services and platforms. These integrations may include, without limitation:

- Microsoft Outlook and other calendar and email providers;
 - accounting software platforms;
 - Australian Taxation Office digital services and portals;
 - third-party payment processors;
 - artificial intelligence providers and models;
 - cloud infrastructure and database providers;
 - identity verification providers; and

- other tools and platforms that TaxCalendar determines to be useful for the Platform's functionality.

- TaxCalendar may add, modify, or remove integrations at any time as the Platform evolves. These Terms are intended to be broad enough to cover future integrations without requiring amendment each time a new integration is introduced.

- Third-party terms. Your use of third-party integrations is subject to the terms of service and privacy policies of the relevant third-party providers. TaxCalendar has no control over, and accepts no responsibility for, the availability, security, accuracy, or content of third-party services.

- Integration availability. TaxCalendar does not warrant that any third-party integration will remain available or function without interruption. TaxCalendar may modify, suspend, or discontinue any integration at any time where a third-party provider changes its terms, ceases to make its service available, or where TaxCalendar elects to use an alternative provider.

- No endorsement. A reference to a third-party service or provider in these Terms or on the Platform does not constitute an endorsement of that service or provider.

- Data shared with third parties. Where the Platform shares Subscriber Data with a third-party provider in connection with an integration, TaxCalendar will take reasonable steps to ensure that appropriate contractual protections are in place with that provider, consistent with TaxCalendar's obligations under the Privacy Policy and applicable privacy law.

- **PLATFORM UPDATES AND AVAILABILITY**

- Updates. TaxCalendar will, from time to time, release updates, enhancements, and new features to the Platform. These updates are included in your subscription at no additional charge, unless TaxCalendar introduces a new subscription tier or add-on with advance notice.

- Scheduled maintenance. TaxCalendar will endeavour to conduct scheduled maintenance outside of Australian business hours (9am-6pm AEST/AEDT, Monday to Friday) and will provide reasonable advance notice of maintenance likely to cause significant disruption.

- Unplanned outages. TaxCalendar will use commercially reasonable efforts to restore access to the Platform following unplanned outages as quickly as practicable.

- No uptime guarantee. Unless expressly stated in a Service Level Agreement forming part of an Order Form, TaxCalendar does not guarantee any specific level of Platform uptime or availability.

- Your own record-keeping obligations. TaxCalendar maintains routine backups of Platform data for infrastructure purposes. These backups are for TaxCalendar's internal recovery purposes only. You are responsible for maintaining your own independent records of all client and compliance information, and TaxCalendar's backups are not a substitute for your

own record-keeping obligations.

- SUPPORT

- TaxCalendar provides customer support by email at support@taxcalendarhq.com. Support covers questions about the Platform, technical issues, and account and billing management.

- TaxCalendar does not guarantee any specific response time for support requests.

TaxCalendar will use reasonable efforts to respond during Australian business hours (9am-6pm AEST/AEDT, Monday to Friday).

- Support does not extend to professional advice on taxation, accounting, legal, or compliance matters. For professional advice, engage appropriately qualified advisers.

- CONFIDENTIALITY

- Each party must keep the other's Confidential Information confidential and must not disclose it to any third party without the disclosing party's prior written consent, except as permitted in these Terms.

- A party may disclose the other's Confidential Information:

- to its employees, contractors, or professional advisers who need to know it for the purposes of these Terms and who are bound by equivalent confidentiality obligations; or
 - as required by law, a court order, or a government or regulatory authority, provided the disclosing party gives reasonable prior notice to the other party where lawfully permitted to do so.

- These obligations do not apply to information that:

- is or becomes publicly available other than through a breach of these Terms;

- was independently known to the receiving party before disclosure;

- is independently developed by the receiving party without use of the Confidential Information; or

- is required to be disclosed under applicable law.

- Confidentiality obligations under this clause survive termination of these Terms for a period of three years.

- SECURITY

- TaxCalendar implements and maintains commercially reasonable technical and organisational security measures designed to protect the Platform and Subscriber Data against unauthorised access, loss, disclosure, alteration, and destruction. Security measures include data encryption in transit and at rest, access controls, and infrastructure monitoring.

- Subscriber's security responsibilities. You are responsible for:

- maintaining the security of your account credentials and those of your Authorised Users;

- ensuring that Authorised Users only access the Platform from secure devices and networks;

- promptly reporting any actual or suspected security incidents to TaxCalendar at support@taxcalendarhq.com; and

- implementing appropriate internal security policies governing your use of the Platform.

- TaxCalendar does not guarantee that the Platform will be free from security breaches or that Subscriber Data will never be accessed by an unauthorised third party. In the event of a security incident affecting Subscriber Data, TaxCalendar will notify you in accordance with its obligations under the Privacy Act 1988 (Cth).

- LIMITATION OF LIABILITY

- Consequential loss excluded. To the maximum extent permitted by law, TaxCalendar and its officers, directors, employees, contractors, and agents are not liable to you for any:

- loss of profit, revenue, or anticipated savings;

- loss of data or corruption of data;

- loss of goodwill or business reputation;

- indirect, incidental, special, consequential, or punitive loss or damage;

arising out of or in connection with your use of, or inability to use, the Platform, even if TaxCalendar has been advised of the possibility of such loss or damage.

- Aggregate liability cap. To the maximum extent permitted by law, TaxCalendar's total aggregate liability to the Subscriber for all claims arising out of or in connection with

these Terms or the Platform, whether in contract, tort (including negligence), under statute, or otherwise, is limited to the total Subscription Fees actually paid by the Subscriber during the one (1) month immediately preceding the event giving rise to the claim.

- No liability for professional decisions. TaxCalendar has no liability to you or your clients for any loss or damage arising from:

- decisions made or actions taken in reliance on the Platform, AI Features, reminders, or due dates generated by the Platform;

- your failure to independently verify compliance obligations or due dates;
 - inaccuracies in Subscriber Data entered by you or your Authorised Users; or

- your failure to comply with applicable professional obligations or legislative requirements.

- Multiple claims. Multiple claims will not expand the cap in clause 20.2. The total aggregate liability applies across all claims and all causes of action combined.

- The parties acknowledge that the limitations in this clause reflect a reasonable allocation of risk and form an essential basis of the bargain between them.

- AUSTRALIAN CONSUMER LAW

- Nothing in these Terms excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition, implied or imposed by the ACL that cannot lawfully be excluded or limited. This includes any consumer guarantees under Part 3-2 of the ACL.

- Where the ACL applies and TaxCalendar is permitted to limit its liability, TaxCalendar's liability for a failure to comply with a consumer guarantee in respect of services is limited to:

- the resupply of the services; or
 - the payment of the cost of having the services resupplied.

- For the avoidance of doubt, TaxCalendar does not exclude liability for death or personal injury caused by its negligence.

- WARRANTIES AND DISCLAIMERS

- By TaxCalendar. TaxCalendar warrants that it will use commercially reasonable efforts to:

- provide the Platform substantially in accordance with its published documentation; and
 - implement and maintain the security measures described in clause 19.

- Disclaimer. To the maximum extent permitted by law, the Platform is provided "as is" and "as available". TaxCalendar makes no other representations or warranties, express or implied, including any warranty that the Platform will be uninterrupted, error-free, free from vulnerabilities, or fit for any particular purpose.

- By Subscriber. You represent and warrant that:

- you have the authority to enter into these Terms on behalf of your organisation;
 - your use of the Platform will comply with all applicable laws; and

- you have obtained all necessary consents to submit Subscriber Data, including any Client Data, to the Platform.

- INDEMNITY

- You agree to indemnify, defend, and hold harmless TaxCalendar and its officers, directors, employees, contractors, and agents from and against any claims, actions, proceedings, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- your breach of these Terms;
 - your use of the Platform in violation of applicable law;

- any claim by a third party (including your clients) arising from your reliance on Platform outputs, AI-generated content, reminders, or due dates without independent verification;

- inaccuracies in Subscriber Data submitted to the Platform; or
 - any breach of applicable privacy laws in connection with Client Data.

- GOVERNING LAW AND DISPUTE RESOLUTION

- Governing law. These Terms are governed by the laws of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales and the courts of appeal from those courts.

- Dispute resolution. If a dispute arises between the parties in connection with these Terms, the parties must, before commencing court proceedings (other than for urgent interlocutory relief):

- notify the other party in writing, setting out the nature of the dispute and the outcome sought; and

- a senior representative of each party must meet (in person, by phone, or by video conference) within 14 days of the notice to attempt to resolve the dispute in good faith.

- If the dispute cannot be resolved through the process in clause 24.2 within 30 days of the notice, either party may commence court proceedings.

- GENERAL

- Entire agreement. These Terms, together with the Privacy Policy and any Order Form, constitute the entire agreement between the parties in respect of the Platform and supersede all prior representations, agreements, and understandings.

- Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable, it will be severed without affecting the validity or enforceability of the remaining provisions.

- Waiver. A failure or delay by a party to exercise any right or remedy does not constitute a waiver of that right or remedy.

- Assignment. You must not assign or transfer your rights or obligations under these Terms without TaxCalendar's prior written consent. TaxCalendar may assign or novate these Terms to a related body corporate or in connection with a sale or transfer of its business without your consent.

- Notices. Notices under these Terms must be in writing and sent by email to the email address associated with your account (for notices to you) or to support@taxcalendarhq.com (for notices to TaxCalendar).

- Force majeure. TaxCalendar is not liable for any failure or delay in performing its obligations under these Terms to the extent that the failure or delay is caused by a force majeure event (including natural disasters, pandemic, acts of government, cyberattacks, or internet infrastructure failures) that is beyond TaxCalendar's reasonable control.

- Relationship of parties. The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between the parties.

- No third-party rights. These Terms are for the benefit of the parties only and do not confer any rights on any third party.

- Counterparts. These Terms may be accepted electronically and are equally binding whether accepted by click-through, checkbox, or any other electronic means permitted under applicable law.

- CONTACT

If you have any questions about these Terms, please contact us:

TaxCalendar Pty Ltd

ACN 700 298 764

Email: support@taxcalendarhq.com

Website: www.taxcalendarhq.com

These Terms of Service were last updated on 15 July 2026.