

Terms of use

Welcome to www.ourtax.info website. This Site is operated by the firm “**B. Bagaria & Sons**” that we authorise to include a link to our ‘Terms of use’, is conditional on acceptance of these Terms and Conditions. Use of any content from this website indicates your acceptance of these Terms and Conditions. Please read them carefully before using this site.

If you are under the age of 18, you acknowledge that despite being a minor you fully understand the content of these Terms and Conditions and that you have the understanding necessary to use the Site and participate in accordance with these Terms and Conditions.

General terms and conditions

1. Access

- a. In order to use the client’s area of this Site, you need to have the user id and password which shall be provided by our firm. You are responsible for:
 - a) keeping the user id and password secured;
 - b) the payment of any fees associated with such connection or access (such as those charged by an Internet service provider or other online service); and
 - c) the provision of all equipment necessary for you to make any such connection to the world wide web, including a computer and a modem.
- b. Our Firm reserves the right to deny you access to, or use of, all or part of the Site, without any prior notice, in its sole discretion if you:
 - a) violate any term or provision of these Terms and Conditions;
 - or
 - b) violates the rights of the third parties; or
 - c) is otherwise inappropriate for continued access and use of the Site.

2. System Integrity & User Conduct

You must not use the Site to:

- a) impersonate or otherwise misrepresent your identity or affiliation with any other person or entity;
- b) post, disclose or transmit any material that is defamatory, obscene, misleading or deceptive, or which infringes the Firm’s or any third party’s intellectual property or breaches any duty of confidence or contractual obligation owed to the Firm or any third party;
- c) send junk, obscene, indecent, offensive or threatening electronic mail or "spam" to any person or company;
- d) falsify or delete any attributions, legends, or other proprietary designations of origin or source of any content of the Site;

- e) conduct, display, or forward surveys, contests, pyramid schemes, or chain letters;
- f) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;
- g) attempt to gain unauthorised access to the Site or computer systems or networks connected to the Site through any means;
- h) send or upload any material that contains viruses, worms, trojan horses, time bombs, cancelbots or other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- i) commit forgery (or attempted forgery), harass any individual, or harm minors in any way;
- j) vilifies, insults humiliates any person on basis of race, religion, ethnicity, gender, age, sexual orientation of any physical or mental disability
- k) promotes, advertises goods or services, websites, schemes and other matters
- l) collect, store, post, disclose or transmit personal information or data about others, including, without limitation, tax file number information and email addresses; or
- m) breach the Privacy Rules, or contravene or breach any other applicable state, national or international law, convention or regulation.
- n) You are responsible for maintaining the confidentiality and security of any passwords and/or identification or login information for the Site. You agree to notify the Firm immediately of any unauthorised use of your password or any other breach of security.

3. Privacy & Security Statement

The Firm's Privacy and Security Statement forms part of these Terms and Conditions.

4. Postings

- a. The information in this site is provided by the firm to its clients and the general public.
- b. You must be a registered user of the Site before you may provide content to client's area. The Firm reserves the right to refuse to register a user of the Site for any reason. The Firm's Privacy Policy applies to any personal information collected by the Firm from registered users of the Site. All accounts must be registered with a valid personal email address. Accounts registered with someone else's email address, or with temporary email addresses, may be closed without notice. The Firm may require a user to re-validate their account if it believes they

have been using an invalid email address. If you fail to abide by these Terms of Use, we may immediately without notice to you suspend or terminate your account and your registration, and/or delete any content posted by you on the Site. If we suspend or terminate your account or registration, you must not set up any further accounts, re-register or supply any further content to the Site.

- c. You are solely responsible for the content of the postings you publish. When publishing to this site, you must not:
 - a) repeat the same line four or more consecutive times;
 - b) type gibberish (random keys);
 - c) repeat the same character excessively;
 - d) use swear words; or
 - e) type in capital letters excessively. It is considered rude to conduct all your conversation in capital letters.
- d. The Firm will take all care to ensure postings are appropriate, but will not be liable for any information published in blogs, forums and groups (open, closed or private) whether offensive to persons or group of persons, upsetting, defamatory, in any way unsuitable for people under the age of 18 years, or otherwise, or for the accuracy of such information.
 - a) Certain material posted in client's area of the Site will be not be publicly available to users of the Site, but limited to, specific clients on providing of user id and password.
- e. Your right to use contents of this site is subject to any limitations, conditions and restrictions established by the Firm and the Firm may, at its discretion alter, suspend or discontinue any aspect of ourtax.info at any time. The Firm may also impose limits on certain features and aspects of this site or restrict your access to certain sections of this site without notice or liability.
- f. The Firm reserves the right to edit or delete any material posted by you on this site for any reason at its discretion.

5. Links & Advertising

- a. This Site may contain links to third party websites. Those sites are not under the control of the Firm and the Firm is not responsible for the content or the links contained in those sites. Neither the Firm nor its owner, employees, agents, or related bodies corporate recommend or endorse the content of any third party sites which may be linked to or from the Site, or products or services of any third party organisations mentioned or described on this Site or linked to or from this Site. You acknowledge that you enter any third party websites at your own risk.
- b. The Site may contain advertisements for third parties' goods and/or services. The third party advertisers are responsible for the accuracy of all representations made in those advertisements. Neither the Firm nor its owner, employees, agents or related bodies corporate recommend or endorse the goods or services that may be advertised

on the Site, nor do they offer the goods or services for sale or make any other representation whatsoever about them. If you choose to order a product or service advertised by a third party on the Site, you do so at your own risk.

6. Disclaimer of Warranties & Limitation of Liability

- a) this Site is provided by the Firm on an "as is" basis without any express or implied warranty of any kind;
- b) the World Wide Web exists across open public networks that are neither secure nor private. Accordingly, you acknowledge and accept the risk that any communication to or from the Site may be intercepted, used or modified by third parties.
- c) the Firm does not warrant that access to or use of this Site will be uninterrupted or error free or that the Site or any material on or accessible through the Site is free from errors or viruses, worms, trojan horses, time bomb, cancelbot or other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- d) the Firm does not warrant anything about the reliability, accuracy, completeness, timeliness, suitability, quality, physical state or for a particular purpose of any content on or accessible through the Site;
- e) the Firm may change any of the content on the Site at any time without notice;
- f) the Firm makes no commitment to update any content on the Site;
- g) You are responsible for assessing the accuracy, reliability, suitability and accuracy of the material on or accessible through the Site;
- h) You accept all risks and responsibility for all loss, damage, costs and other consequences resulting from using the Site or the material on or accessible through the Site;
- i) neither the Firm nor its owner, employees, agents or related bodies corporate shall be liable for any loss or damage including without limitation, losses or damages for loss of profits, business interruption, loss of information, indirect, special, punitive or consequential losses or damages arising out of the use or inability to use the material or information available on or accessible through the Site, even if the Firm has been advised of the likelihood of such damages.

7. Indemnification

You agree to indemnify, defend, and hold harmless the Firm, and its owner, employees, consultants, agents, and related bodies corporate from any and all third-party claims, liability, damages, and costs (including, but not limited to, reasonable lawyers' fees) arising from your use of the Site or your failure to comply with these terms and conditions,

or from your violation of any applicable law.

8. Intellectual Property Rights

- a. The information, text materials, graphics, logos, button icons, images, video and audio clips, trade marks (whether registered or not), advertisements, layout, arrangement, graphical user interface, look and feel, and control features of the Site (the "Content") is protected by copyright, trade mark and other intellectual property laws.
- b. You must not modify, copy, reproduce, republish, frame, upload to a third party, transmit or distribute in any way the Content except as expressly provided in these Terms and Conditions or as permitted by the Copyright Act.
- c. The Firm logo and name are the trademarks of the Firm, and may not be used as part of you in connection with any goods or services without the prior written consent of the Firm.

9. General

- a. The Firm may from time to time amend, update, or change the Site, including these Terms and Conditions, without prior notice.
- b. The Firm shall not be liable by reason of the failure in the performance of obligations under the Terms and Conditions by reason of strikes, riots, fire, explosion, acts of God, governmental action, or any other cause which is beyond the reasonable control of the Firm, including any form of technological failure or the actions of third parties.
- c. These Terms and Conditions constitute the entire agreement between you and the Firm with respect to this Site, and the Terms and Conditions replace all prior or contemporaneous understandings or agreements, written or oral, regarding the Site.
- d. If any provision of these Terms and Conditions is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and will be deemed deleted to the extent that it is not enforceable, and the remaining provisions of the Terms and Conditions shall remain in full force and effect.
- e. The failure by the Firm to insist upon or enforce strict performance of any of these Terms and Conditions will not be construed as a waiver of any right or remedy of the Firm in respect of any existing or subsequent breach of these Terms and Conditions.