

Terms and Conditions

The website vatai.com and the applications are managed by the company VATAI Technology SRL("VATAi" or "VAT Ai"), whose registered office is located at 56 Avenue Franklin Roosevelt 1050, Bruxelles.(hereinafter referred to as "we" or "us" or "our").

This Terms and Conditions("TC") are reached between we and the User (hereinafter referred to as "you" or "your") which governs your use of vatai.com and all applications and service based thereon (collectively, the "Website") through automation in making registration and filings pursuant to Value Added Tax("VAT"), Extended Producer Responsibility ("EPR") and other compliance requirements.

In order to protect your legitimate rights and interests, you are strongly advised to carefully read through and fully understand the legal meanings of this TC prior to using this service, especially those intended to impose limitations on your rights or release us from liabilities.

If you do not agree to all terms hereof, please stop using or registering for the Website. By registering for and using the services offered on the Website, you acknowledge that you have understood and agree to be bound by this TC. Once you have completed registration on the Website, this TC will take legal effect.

I. Registration Requirements

1.1 You should have full civil capacity and be able to make your independent judgment on and understand the meanings of the terms hereof and to assume the liabilities and obligations arising out of any operations performed on or transactions conducted through the account you have registered for on the Website on your own. If you are registering for the Website on behalf of a corporation or other legal entity, you should make sure that you have been duly authorized to do so. If you lack said civil capacity or ability or if you do not comply with said requirement, you should immediately stop the registration process and any actions being performed on the Website, and we reserve the right to cancel your account registered with the Website.

1.2 You should warrant that all information you provide in registering for the Website is true, accurate and complete, and should update such information timely if any change of circumstance has occurred with you, resulting in such information becoming untrue, inaccurate or incomplete.

1.3 You should understand that the account you register for on the Website is the only account through which you can make registration and filings pursuant to the applicable compliance requirements on the Website and should maintain the account reasonably and properly. We cannot make any judgment as to whether your account is being used by you or not, and unless we have been informed of loss of, or unauthorized access to, or any other security breach occurring with your account, all operations performed on your account will be treated as your voluntary actions, and you should assume all rights, obligations and liabilities arising from such operations on your own.

II. Services

2.1 We are mainly engaged in providing one-stop compliance services, including but not limited to those necessary or desirable for the making of registration and filings pursuant to VAT, EPR and other compliance requirements, through our web applications and related software in automated ways.

2.2 We may modify the subscription fees from time to time. Any subscription fee change will become effective at the end of the then-current billing cycle. We will provide you with reasonable prior notice of any change in subscription fees to give you an opportunity to terminate your subscription before such change becomes effective. Your continued use of the Website after the subscription fee change comes into effect constitutes your agreement to pay the modified subscription fee amount.

2.3 You should know and understand that we as a software enterprise specialized in offering tax filing related services do not offer any tax advisory or tax filing and payment services. The Website is designed for tax filing by users on their own and enables users to make tax filing on their own easily with a series of applications.

2.4 You should know and understand that we will not make any modification to any tax information you submit through the Website, nor shall we be responsible and liable for the authenticity and legality of such information. If you have any questions about taxes, you may contact us at any time, and we will timely answer your questions and provide requested services for you through qualified tax professionals with whom we maintain cooperation, which services may be billable separately.

III. Notes to User

3.1 On the Website, the tax amount payable by a user is calculated based on the user's input and according to the currently prevailing tax laws. This allows calculation of the amount of anticipated tax refund or unpaid extra tax amount due and payable on the Website. For the avoidance of doubt, any such calculation made on the Website is non-binding. We will timely correct any inconsistency between such calculation and the data provided by the competent taxation authority.

3.2 You know and agree that in the future, we will perfect on an ongoing basis and upgrade our existing software licenses and services, or may provide billable customized software services for users.

3.3 You know and understand that we only provide such technical support as may be required by our software services and that you should acquire such facilities (e.g. personal computer, cellphone, and other devices required to access the Internet or mobile network) and be responsible for such costs and expenses (e.g. telephone rates and Internet access fees that may be incurred in accessing the Internet, and data rates that may be incurred in accessing mobile network) as may be necessary to use our software services.

3.4 You know and understand that in order to improve your user experience and satisfaction, we have the right to perform investigation, research and analysis of your user behavior data based on the operations you perform on the Website to further optimize our software licenses and services, in conformity with personal data regulations (see clause VIII. Data Protection hereunder).

3.5 You know and understand that we may request you to provide additional data or information and complete additional identity authentication or qualification procedures to be granted certain software licenses or access to certain software services and that you may be granted such software licenses or access to such software services only upon having successfully completed such additional identity authentication or qualification procedures, this being necessary for the performance of the contract while complying with the legislation on personal data in place (for the protection of your personal data, see clause VIII. Data Protection below).

IV. Rules on Use of the Website

4.1 In using the services offered on the Website, you shall comply with the applicable laws and regulations, as well as the applicable industry standards and shall not engage in tax

evasion, tax fraud or any other illegal activities utilizing the Website. We will not be held liable in any event for your user of the Website, which remains under your sole responsibility and liability.

4.2 You may notify us of any security breach in our service system or other related systems that you detect in using the services offered on the Website, but shall not perform vulnerability scanning, penetration test or any other operations which might cause damages to us against or on the Website.

4.3 Amongst others, all statements, notices and warnings made or provided by us with respect to the use of certain software licenses and services in any forms (including but not limited to announcement published on a webpage, system notification, private message, message sent by SMS or via official social media account or left by voice mail, etc.) shall be deemed to be part of this TC, and by using such services, you agree to and accept such statements, notices and warnings.

4.4 In using the services offered on the Website, you should not take any of the following acts, and in case of any breach of this provision, we have the right to terminate the provision of services for you and hold you legally liable for such breach:

4.4.1 Removing any information on copyright appearing on this product and the copies thereof;

4.4.2 Registering for an account or making a request for service on the Website by spoofing or misusing the information of another person;

4.4.3 Reverse engineering, disassembling, decompiling or otherwise attempting to discover the source code of this product;

4.4.4 Using, leasing, lending, copying, modifying, creating a link to, reposting, compiling, presenting, publishing, building a mirror site for or otherwise employing contents in or which we have intellectual property rights;

4.4.5 Copying, altering, adding, deleting, mounting or creating any derivative works of data of this product or released to any terminal memory in the course of operation thereof, data on the interactions taking place between a user terminal and the server in the course of operation of this product, as well as system data required for the operation of this product in any forms, including but not limited to by integrating any plug-in, add-on or any unauthorized third-party tool or service with this product and related system;

4.4.6 Altering or forging commands or data in the operation of this product to add, delete or change the functionality or effect of operation of this product, or operating

or disseminating any products or methods intended for such purposes to the general public, in either case whether for commercial purpose or not;

4.4.7 Interfering with, or causing another person or a third-party product to interfere with this product and its components, modules and data; and

4.4.8 Any other acts which violate the applicable laws and regulations or infringe upon the legitimate rights and interests of other persons or interfere with the normal operation of this product or are not expressly authorized by us.

V. Billings and Payment Terms

5.1 The VAT ID registration and filing service fees shall be paid in full before subscription based on the actual service fees; The bill will be sent to the User's email address on the day of subscription.

5.2 The User needs to pay within 7 calendar days after receiving the bill. Payment methods can be selected through the following three options:

(i) External Payment Provider Stripe. We do not store any personal data or financial data such as credit card numbers. Rather, all such information is shared directly with our third party Stripe, whose use of your personal information is governed by its privacy policy, which can be viewed at <https://stripe.com/us/privacy>;

(ii) SEPA Direct Debit. We use Stripe to process your Direct Debit payments. The automatic debit time is within 7 calendar days after the bill is sent.

(iii) Bank Transfer. The User needs to transfer the bill amount to collection bank account of VAT Ai marked in the invoice, and upload the bank receipt to VAT Ai Website.

5.3 Any delay in payment that exceeding 15 calendar days shall be subject to collection costs (including reasonable attorneys' fees) and shall bear interest at one and a half percent (1.5%) per month (pro rata for part periods) or at the maximum rate permitted by law, whichever is lower.

5.4 Any complaints or objections about invoices must be submitted in writing to invoice@vatai.com within (30) days of the invoice date in conjunction with suitable evidence for the complaints or objections, or we will assume you with no objections. We will feedback your complaints in one month.

5.5 The subscription/service fees are excluded from being offset against unconfirmed refunds.

5.6 If the User is in arrears with the payment of fees for fifteen (15) calendar days or more, we may suspend access to the application and any related services. Services will be resumed until the User have paid all overdue bills, collection costs and interests.

5.7 If the User needs to apply for delayed payment due to special circumstances, the User shall send us(invoice@vatai.com) an email within 7 days of receiving the bill. We may delay the payable time of the bill on a case-by-case basis and inform User of the deferred date.

5.8 All expenses incurred through collection will be borne by the User and collected by our collection agency.

VI. Change, Suspension or Termination of Service

6.1 Given the special nature of software products and network services (including but not limited to stability issues in server, malicious cyber attack, as well as other circumstances beyond our control), you agree that we have the right to suspend or terminate all or part of our software licenses and services at any time, and in this case, we will use our best efforts to timely notify you of such suspension or termination by announcement published on a webpage, system notification, private message, message sent by SMS or via official social media account or left by voice mail, or by any other reasonable means if you would be affected thereby.

6.2 You understand and agree that we may need to upgrade service or maintain the Website (e.g. Internet infrastructure, etc.) on which our software licenses and services are made available or related facilities on a regular or non-regular basis and that in case of interruption of service for a reasonable time which is attributable to such upgrading, servicing or maintenance, we shall not be deemed to be in breach of this TC, nor shall we be held liable for such interruption of service in any ways.

6.3 We have the right to suspend or terminate the provision of any software license or service hereunder for you at any time and without liability if:

6.3.1 you fail to provide any information requested by us, or any information you provide to us is untrue;

6.3.2 the account you register for with us remains inactive for 365 days or more;

6.3.3 you take any acts which violate the applicable industry standards or the

applicable laws or regulations or infringe upon the legitimate rights and interests of another person;

6.3.4 you default on payment of the fees we charge for any chargeable services we provide for you hereunder, or on payment of the fees we charge for such renewed chargeable services; (see clause V Billings and Payment Terms hereunder)

6.3.5 we become unable to provide the requested service for you as a result of any change in our business, discontinuation of such service or otherwise; We will provide you with reasonable prior notice in this case.

6.3.6 you do not comply with the rules on use of the Website set out herein;

6.3.7 so required by the competent taxation authority; or

6.3.8 in any other special circumstance under which we reasonably determine that it is required to meet the overall service needs to suspend or terminate the provision of such software license or service.

VII. Disclaimer

7.1 You should comply with the applicable laws, regulations and policies in using the services offered on the Website and we shall not be liable for any penalties imposed on you which result from your violation of the applicable laws and regulations or the applicable industry standards, rules or requirements. We shall not be liable for the consequences which may arise out of your use of the services offered on the Website.

7.2 The contents presented on external webpages to which the Website contains links are not controlled by us, and accordingly, we cannot make warranty as to the accuracy and completeness of such external webpages, to which links are provided on the Website only for your convenience, nor shall we be responsible and liable for such external webpages.

7.3 We undertake to timely address and remediate any failure of the website system which adversely affects the normal operation of this service, but we shall not be liable for any material and financial losses or mental and moral damages you may suffer due to such failure. Further, we reserve the right to suspend this service for the purpose of maintaining or upgrading the system or any other proper purpose without need to give any advance notice to you and shall not be liable for any losses resulting from such suspension.

7.4 We shall not be liable to you for any losses incurred by you due to any of the following circumstances, provided, however, that we will use our best efforts to minimize such losses:

7.4.1 Force majeure, including but not limited to war, typhoon, flood, fire, earthquake, strike, riot, computer virus or hacker attack, etc.;

7.4.2 Your failure to timely notify us of unauthorized access to or loss of your account registered with the Website, thus causing financial losses or penalties; or

7.4.3 Your violation of the applicable laws or breach of the provisions hereof, thus resulting in your account registered with the Website being restricted or cancelled.

VIII. Intellectual Property

8.1 The intellectual property rights in and to all images, texts, videos, audios, data, design, technologies, codes and other intellectual properties provided on the Website shall be the sole and exclusive property of VAT Ai. You shall not misappropriate or misuse such intellectual properties in any ways, nor shall you create derivative works of or reverse engineer or otherwise cause damage to VAT Ai's rights and interests in such intellectual properties. In case of any breach of this provision, we will hold you liable for your infringement upon our intellectual property rights pursuant to the applicable laws.

8.2 Copyright in this website / app, copyright of the information and software made available on this website / app rest with VAT Ai or its licensors. All rights are reserved. All licensed material will reference the licensor that has granted VAT Ai the right to use the material. The information and software made available on this website / app may not be reproduced, duplicated, copied, transferred, distributed, stored, modified, downloaded or otherwise exploited for any commercial use without the prior written approval of VAT Ai. However, it may be reproduced, stored and downloaded by individuals exclusively for their own private use. Under no circumstances may this information or software be supplied to third parties.

8.3 All trademarks, brand names, and corporate logos displayed on the website / app are the property of VAT Ai or its licensors, and may not be used in any way without prior written approval by VAT Ai. All licensed trademarks published on this website / app reference the licensor that has granted VAT Ai the right to use the trademark. Access to this website / app does not grant to the user any license under any patents owned by or licensed to VAT Ai.

8.4 By using or visiting the website, the User in no way becomes the owner of an intellectual property right.

8.5 You are not authorized to take actions against any conduct brought to your attention which infringes upon VAT Ai's intellectual property rights in your own name, but you should notify us of and cooperate with us in taking actions against such conduct. We may grant you compensation and reward at our discretion.

IX. Data Protection

We will strictly comply with the provisions concerning user data and privacy protection of the General Data Protection Regulation. Please refer to our Privacy Policy for details. This Privacy Policy can be found by clicking here: [Privacy](#)

X. Service of Notices

10.1 All notices given to you by us hereunder may be served on you by website announcement or system notification or at the e-mail address or other contact information you provide on the Website. You shall be deemed to have received and knew any such notice as of the date of sending thereof.

10.2 All notices given to us by you hereunder shall be served on us according to the mailing address, fax number, e-mail address or other contact information publically disclosed by us.

XI. Miscellaneous

11.1 We may amend the terms and conditions hereof, as well as any policies, statements or notices related to this service from time to time. You may elect to terminate this service if you do not accept such amended terms and conditions. By continuing to use this service, you acknowledge your agreement to be bound by such amended Terms and Conditions.

11.2 Any one or more provisions hereof which conflict with the applicable laws, regulations or policies shall be invalid, but the legal effect of the remainder hereof shall not be affected thereby.

11.3 This TC shall be governed by and construed in accordance with the law of the Belgium. All disputes or disagreements arising between you and us under this TC shall first be settled through amicable negotiation. If any such dispute could not be resolved through negotiation within a reasonable time, you hereby agree that such dispute shall be submitted to Belgian Centre for Arbitration and Mediation (CEPANI) for resolution by arbitration.

11.4 The headings used herein are for ease of reference only and shall be ignored in interpreting this TC.

11.5 If you have any questions about this Terms and Conditions, you are welcome to contact us by using the information below.

- [VATAI Technology SRL]
- [56 Avenue Franklin Roosevelt 1050, Bruxelles]
- [support@vatai.com] & [invoice@vatai.com]