SendTax

LEGAL

SendTax Terms & Conditions

SendTax Terms and Conditions of Service

Version: 1.1 Effective: 2026-10-26 Owner: Howell & Gibbs LLC

Introduction

These Terms & Conditions ("Terms") constitute a legally binding agreement between you and Howell & Gibbs LLC (operator of SendTax) ("SendTax," "we," "us," or "our") governing your access to and use of the SendTax website and platform, including all related applications, features, and services (collectively, the "Service").

By accessing or using the Service, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must not access or use the Service.

We reserve the right to update these Terms at any time. Material changes will be notified to registered account holders. Continued use of the Service after changes are posted constitutes your acceptance of the updated Terms.

Our Services

SendTax is a tax document management platform that enables U.S. tax filers to organize, store, and share tax documents with their tax professional, and enables PTIN-holding tax preparers to receive and manage those documents on behalf of their clients.

SendTax is a document and workflow tool only. We are not a tax advisory service, a licensed tax preparer, a law firm, a bank, a lender, a broker-dealer or an investment adviser, and we do not give tax, legal, investment or financial advice. Nothing on the Service constitutes tax, legal, financial, or professional advice. You remain solely responsible for the accuracy and completeness of your tax filings.

We reserve the right to modify, suspend, or discontinue the Service (or any part of it) at any time, with or without notice, and without liability to you.

Intellectual Property Rights

The Service and its original content, features, and functionality — including but not limited to software, design, text, graphics, logos, icons, and interfaces — are owned by SendTax and are protected by applicable U.S. and international intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service for its intended purposes. You may not copy, reproduce, distribute, modify, create derivative works from, publicly display, or exploit any part of the Service without our express prior written permission.

Any feedback, suggestions, or ideas you submit regarding the Service may be used by SendTax without restriction or compensation to you.

User Representations

By using the Service, you represent and warrant that:

- You are at least 18 years of age and have the legal capacity to enter into a binding agreement.
- You reside in the United States and either (a) file U.S. federal or state tax returns, (b) are a PTIN-holding tax preparer serving U.S. tax clients, or (c) were invited by SendTax to share your own tax documents on the "Share documents" page.
- All registration information you provide is accurate, current, and complete, and you will keep it up to date.
- You will use the Service only for lawful purposes and in compliance with these Terms and all applicable laws and regulations.
- You have the right to upload and share any documents or data you provide to the Service.
- You are not located in a country subject to a U.S. government embargo or designated as a “terrorist supporting” country.

User Registration

You may be required to create an account to access certain features of the Service. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account.

You agree to notify us immediately at help@send.tax if you become aware of any unauthorized access to or use of your account.

We reserve the right to remove, reclaim, or change any username or account at our sole discretion. You may not use another person's account without their permission.

Purchases and Payments

SendTax is free for tax filers. Tax professionals accessing paid features may be required to pay subscription or usage fees. The following terms apply to all paid transactions:

- All payments are processed through Stripe, a third-party payment processor. SendTax does not store your full card number or payment credentials. By completing a purchase, you agree to Stripe's terms of service.
- Prices are stated in U.S. dollars and are exclusive of applicable taxes unless stated otherwise.
- We reserve the right to modify pricing at any time. Any price change to an active subscription will be communicated in advance.
- You authorize us to charge your chosen payment method for all fees incurred under your account.

Subscriptions

Paid plans for tax professionals are offered on a recurring subscription basis (monthly or annual, as selected at checkout). Your subscription will automatically renew at the end of each billing period unless you cancel before the renewal date.

Cancellations: You may cancel your subscription at any time from your account settings. To avoid being charged for the next billing cycle, you must cancel before your renewal date. Upon cancellation, you retain access to paid features through the

end of the current paid period. We do not issue refunds or credits for unused portions of a billing cycle once a payment has been processed.

Refunds: If you are a new subscriber and are unsatisfied with the Service, you may request a full refund within 7 days of your initial subscription payment, provided you have not materially used the Service during that period (e.g., have not connected client accounts, uploaded documents, or shared access with clients). To request a refund, contact us at help@send.tax within the 7-day window. We reserve the right to assess usage in determining refund eligibility. Outside of this window, all fees are non-refundable.

Prohibited Activities

You may not use the Service for any unlawful purpose or in any manner that violates these Terms. Prohibited activities include, but are not limited to:

- Uploading false, misleading, or fraudulent documents or information.
- Using the Service to facilitate tax fraud, identity theft, money laundering, or any other illegal activity.
- Attempting to gain unauthorized access to any part of the Service, other accounts, or our servers or infrastructure.
- Interfering with or disrupting the integrity or performance of the Service or the data it contains.
- Using automated tools (bots, scrapers, crawlers) to access or extract data from the Service without our written consent.
- Uploading or transmitting viruses, malware, or any other harmful code.
- Impersonating another person or entity, or misrepresenting your affiliation with any person or entity.
- Using the Service to store or transmit content that is unlawful, defamatory, harassing, abusive, or otherwise objectionable.
- Circumventing any technical measures we use to protect the Service.
- Using the Service in any way that could damage, disable, or impair the Service or interfere with any other party's use.

We reserve the right to investigate and take appropriate legal or administrative action against anyone who violates this section, including suspending or terminating their account and reporting to law enforcement.

Document Uploads and User Content

You retain ownership of all documents and data you upload to the Service ("User Content"). By uploading User Content, you grant SendTax a limited, non-exclusive, worldwide license to store, process, and transmit your User Content solely as necessary to provide the Service to you and your designated tax professional.

You represent and warrant that:

- You have the legal right to upload and share all documents and data you provide.
- Your User Content does not violate the rights of any third party, including privacy, intellectual property, or contractual rights.
- If you upload documents belonging to or containing information about another person (e.g., a spouse's tax documents in a joint filing), you have obtained that person's consent to share their information via the Service.

We are not responsible for the accuracy, completeness, or legality of any User Content uploaded to the Service.

Tax Data and IRC §7216

SendTax handles tax return information as defined under Internal Revenue Code §7216. We use and disclose tax return information only as permitted by §7216 and its implementing regulations. Specifically:

- Tax return information is used solely for the purpose of providing the Service, including facilitating the transmission of documents to your designated tax preparer.
- We do not use tax return information for marketing, advertising, or any purpose unrelated to tax return preparation without your explicit consent.
- Where required by §7216, we obtain taxpayer consent before any use or disclosure beyond return preparation services.
- We do not disclose tax return information outside the United States without §7216-compliant consent.

Tax preparers using SendTax are solely responsible for their own compliance with §7216 and any applicable professional standards (IRS Circular 230, state CPA/EA rules, etc.) in their use of the Service.

Third-Party Services

The Service integrates with and relies on third-party services to operate, including authentication providers, payment processors, analytics tools, and cloud infrastructure. Your use of the Service may be subject to the terms and privacy policies of these third parties.

We are not responsible for the practices, content, or availability of any third-party service. Links to third-party websites or services are provided for convenience and do not constitute our endorsement.

Service Management

We reserve the right, but not the obligation, to:

- Monitor the Service for violations of these Terms.
- Take appropriate legal action against any user who violates these Terms.
- Refuse, restrict, or limit access to the Service at our sole discretion.
- Remove or disable any User Content that we determine, in our sole discretion, is excessive in size, burdensome to our systems, or otherwise in violation of these Terms.
- Manage the Service in a manner designed to protect the rights and well-being of our users and SendTax.

Privacy Policy

Your use of the Service is also governed by our Privacy Policy, which is incorporated into these Terms by reference. By using the Service, you consent to the data practices described in the Privacy Policy.

Term and Termination

These Terms remain in effect for as long as you use the Service. We may suspend or terminate your access to the Service at any time, with or without cause or notice, including for violation of these Terms, non-payment, fraudulent activity, or inactivity.

You may terminate your account at any time by contacting us at help@send.tax. Upon termination:

- Your right to access the Service ceases immediately.
- We will retain and delete your data in accordance with our Privacy Policy and applicable legal obligations.
- Any outstanding payment obligations survive termination.

Provisions of these Terms that by their nature should survive termination — including intellectual property, disclaimer of warranties, limitation of liability, indemnification, and dispute resolution — will survive.

Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Service at any time and for any reason without notice. We have no obligation to update any information on our Service.

We do not guarantee that the Service will be available at all times. We may experience hardware, software, or other issues that require us to interrupt, delay, or suspend the Service. We are not liable for any loss, damage, or inconvenience caused by your inability to access the Service at any time.

Governing Law

These Terms are governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions. To the extent any dispute is not subject to arbitration under the section below, you consent to the exclusive personal jurisdiction of the state and federal courts located in New York County, New York.

Dispute Resolution

Informal Resolution. Before initiating any formal proceeding, you agree to contact us at help@send.tax and attempt to resolve the dispute informally. We will try to resolve the dispute within 30 days of receiving notice.

Binding Arbitration. If informal resolution fails, any dispute, claim, or controversy arising out of or relating to these Terms or the Service — including questions of arbitrability — will be resolved by binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (for

individual users) or Commercial Arbitration Rules (for business users), as applicable. The arbitration will be conducted in English in New York, New York, or by telephone or videoconference at either party's election. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

Exceptions. Either party may seek emergency injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights. Either party may also bring an individual claim in small claims court for disputes within that court's jurisdiction.

Class Action Waiver. You and SendTax each waive any right to participate in a class action lawsuit, class-wide arbitration, or any other proceeding in a representative capacity. All disputes must be brought on an individual basis only.

Opt-Out. You may opt out of binding arbitration within 30 days of first accepting these Terms by sending a written notice to Howell & Gibbs LLC (operator of SendTax), 418 Broadway, STE R, Albany, NY 12207, USA, or by email to help@send.tax with the subject line “Arbitration Opt-Out.”

Corrections

There may be information on the Service that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Service at any time without prior notice.

Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF DEALING.

WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED. WE DO NOT WARRANT OR MAKE ANY

REPRESENTATIONS REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION ON THE SERVICE.

SENDTAX IS NOT A TAX ADVISOR, ATTORNEY, OR FINANCIAL ADVISOR. USE OF THE SERVICE DOES NOT CREATE A PROFESSIONAL-CLIENT RELATIONSHIP OF ANY KIND BETWEEN YOU AND SENDTAX.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SENDTAX AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES — INCLUDING LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES — ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL SENDTAX'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE EXCEED THE GREATER OF (A) THE TOTAL FEES PAID BY YOU TO SENDTAX IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS ($100).

Some jurisdictions do not allow the exclusion of certain warranties or limitation of liability, so the above limitations may not apply to you.

Indemnification

You agree to defend, indemnify, and hold harmless Howell & Gibbs LLC (operator of SendTax) and its officers, directors, employees, contractors, agents, licensors, and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the Service; (b) your User Content; (c) your violation of these Terms; (d) your violation of any applicable law or regulation; or (e) your violation of any third-party rights.

User Data

We keep the data you give the Service to operate it and manage your account. Our database is backed up daily. The document files you upload are stored with a durable cloud storage provider but are not separately backed up, and a document that is deleted cannot be restored, so keep your own copies of anything you upload. Except where caused by our gross negligence or willful misconduct, or where we have breached the security commitments in our Privacy Policy, we are not liable for loss or corruption of your data.

Electronic Communications, Transactions, and Signatures

By using the Service, you consent to receive electronic communications from SendTax, including notices, agreements, disclosures, and other information. You agree that all communications we provide electronically satisfy any legal requirement that such communications be in writing.

You agree to the use of electronic signatures, contracts, and records, and to the electronic delivery of notices, policies, and records of transactions initiated or completed through the Service. You waive any rights or requirements under any applicable laws requiring a non-electronic signature or delivery of non-electronic records.

Miscellaneous

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference, constitute the entire agreement between you and SendTax with respect to the Service and supersede all prior agreements, representations, and understandings.

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will continue in full force and effect.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of that right or provision.

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations freely.

There are no third-party beneficiaries to these Terms.

Change history

Earlier versions of these Terms are kept and available on request at help@send.tax.

Version	Date	Author	Approved by	Changes
1.0	2026-03-31	Liam Howell	Not recorded	Previous version.
1.1	2026-10-26	Liam Howell	Not recorded	Corrected the backup statement (document files are not separately backed up), replaced "financial institution" with the plain-English list of what SendTax is not, added invited contributors to the user representations, and added this version history.

Contact Us

Questions, complaints, or requests regarding these Terms should be directed to:

help@send.tax

Howell & Gibbs LLC (operator of SendTax)
418 Broadway, STE R
Albany, NY 12207, USA