

Tax Calculation Service Terms

Version 1 | Effective date 17 September 2026

These Terms govern access to and use of Yonda's automated tax calculation service. They form part of the agreement between Yonda Tax Limited and the Client identified in an Order Form. The Service uses transaction information supplied by the Client to return an automated tax calculation for use in the Client's checkout, billing, invoicing, accounting or other systems.

Important allocation of responsibility. The Client controls its tax policies, collection jurisdictions, product classifications, transaction data and implementation of each Calculation Output. The Service is not a substitute for the Client's own tax, legal or accounting advice, controls or review.

Supplier	Yonda Tax Limited, with its principal place of business at 86-90 Paul Street, London EC2A 4NE (Yonda)
Client	The person or entity identified as the client in the applicable Order Form
Agreement	The Order Form, these Terms, the Data Processing Terms and any document expressly incorporated by reference
Commercial scope	The taxes, countries, integrations, usage allowance, fees, term and other commercial details stated in the Order Form

1 Definitions

- 1.1** "API" means any application programming interface made available by Yonda for the Service.
- 1.2** "Authorised User" means an employee, contractor or other individual whom the Client authorises to use the Service on its behalf.
- 1.3** "Calculation Output" means a tax rate, tax amount, jurisdiction, taxability determination, explanation or other result returned by the Service.
- 1.4** "Client Data" means all information, data and instructions submitted to or made available to Yonda by or on behalf of the Client, including addresses, product or service information, tax codes, prices, discounts, exemptions, transaction dates, nexus settings and seller locations.
- 1.5** "Documentation" means Yonda's technical documentation, implementation instructions, usage policies and specifications for the Service, as updated from time to time.
- 1.6** "Integration" means a Yonda application or connector for a third-party product, or a direct connection to the API.
- 1.7** "Order Form" means an order form or other written ordering document agreed by the parties for the Service.
- 1.8** "Service" means Yonda's automated tax calculation service and any Integration, dashboard, sandbox or related functionality made available under an Order Form.
- 1.9** "Transaction" means a request submitted to the production Service for a tax calculation or other billable action described in the Order Form or Documentation. Sandbox requests are excluded unless the Order Form states otherwise.

2 Agreement and scope

- 2.1 Yonda will provide the Service for the taxes, countries, Integrations and usage allowance stated in the Order Form. The Client may purchase the Service with or without Yonda's registration, filing, advisory or other services.
- 2.2 Any filing, registration, advisory or other service is governed by the terms specifically applicable to that service. Those services are not included in the Service unless the Order Form expressly says otherwise.
- 2.3 If there is a conflict, the following order of precedence applies: (a) a signed addendum that expressly identifies the provision it overrides; (b) the Order Form; (c) these Terms; and (d) the Documentation.

3 The Service

- 3.1 The Client's system will submit Client Data to the Service through an Integration. The Service will process that Client Data using Yonda's tax content, rules and technology and return a Calculation Output for the Client to apply in its own system.
- 3.2 Yonda will provide the Service with reasonable care and skill. Yonda may use affiliates, hosting providers, tax-content providers and other subcontractors to provide the Service.
- 3.3 Yonda may update the Service, tax content, Documentation, technical requirements and Integrations from time to time. Yonda will not materially reduce the core functionality purchased by the Client during a current subscription term, except where reasonably required for security, legal or regulatory reasons or because a relevant third-party product or service has changed or ceased to be available.
- 3.4 Yonda may perform planned or emergency maintenance. The Service may also be unavailable because of internet, hosting, telecommunications, governmental or third-party systems outside Yonda's reasonable control.
- 3.5 Unless the Order Form expressly includes a service level agreement, Yonda does not commit to any particular uptime, response time, recovery time or support resolution time. Yonda will use commercially reasonable efforts to maintain the Service and respond to support requests.

4 Licence and permitted use

- 4.1 Subject to the Client paying the Fees and complying with the Agreement, Yonda grants the Client during the subscription term a limited, non-exclusive, non-transferable and non-sublicensable right to allow its Authorised Users and systems to access and use the Service for the Client's own business transactions.
- 4.2 The Client may store Calculation Outputs relating to completed transactions for its accounting, customer service, compliance and audit records.
- 4.3 Unless Yonda agrees otherwise in writing, the Client must not:
 - resell, sublicense, distribute or make the Service or Calculation Outputs available as a standalone service to any third party;
 - use the Service to calculate tax for a third party's transactions, including through a platform, marketplace, bureau or managed service;
 - copy, scrape, crawl, bulk-download, harvest, benchmark or systematically extract Yonda's tax content or Calculation Outputs;
 - cache or reuse a Calculation Output for a different or later transaction;
 - reverse engineer, decompile, disassemble, circumvent or attempt to discover the source code, rules, models or underlying structure of the Service, except to the limited extent that applicable law does not permit this restriction;
 - use the Service or Calculation Outputs to create, train or improve a competing tax calculation product, tax-rate database or tax-content service;
 - interfere with the integrity, security, performance or availability of the Service, submit fraudulent requests or introduce malicious code; or
 - use the Service in breach of applicable law, the Documentation or third-party rights.

5 Client configuration and responsibilities

- 5.1 The Client is responsible for determining where it is required or chooses to register, collect and remit tax and for configuring or approving the jurisdictions in which the Service should calculate tax. The Service does not independently determine the Client's nexus, registration or collection obligations unless the Order Form expressly includes a separate service for that purpose.
- 5.2 The Client is responsible for providing complete, current and accurate Client Data in the format required by the Documentation. This includes all information needed to determine sourcing, jurisdiction, taxability and the correct tax treatment of each transaction.
- 5.3 Yonda may assist the Client with initial configuration or propose tax-code or product mappings based on information supplied by the Client. The Client must review and approve those settings and mappings before production use. The Client remains responsible for updating them when its products, services, business model, locations, registrations or tax policies change.
- 5.4 The Client must obtain and maintain any valid exemption certificates and determine whether a customer or transaction is exempt. Unless expressly included in the Order Form, the Service does not validate the legal sufficiency or continuing validity of exemption documentation.
- 5.5 The Client must test the Integration and a representative sample of transactions before production use, review Calculation Outputs for obvious errors or anomalies, maintain appropriate internal controls and promptly investigate unusual results.
- 5.6 The Client decides whether and how to apply each Calculation Output in its system. It is responsible for invoicing, checkout presentation, tax collection, refunds, customer communications, accounting entries, reporting, filing and remittance, except to the extent Yonda separately agrees in writing to perform a particular function.
- 5.7 The Client must maintain a reasonable fallback process for timeouts, errors and periods when the Service or an Integration is unavailable. The Client is responsible for deciding whether to pause a transaction, calculate no tax, use an approved fallback or take another action. Yonda is not responsible for a fallback method selected or implemented by the Client.
- 5.8 The Client must notify Yonda of a suspected error within 10 business days after it becomes aware, or ought reasonably to have become aware, of the issue. It must provide relevant transaction records and logs, cooperate with Yonda's investigation and take reasonable steps to prevent or mitigate further loss, including correcting configuration or suspending an affected workflow where appropriate.

6 Security and access

- 6.1 The Client must keep API keys, credentials and access tokens confidential, restrict access to Authorised Users and follow the security requirements in the Documentation. The Client is responsible for activity carried out using its credentials until it notifies Yonda of suspected compromise.
- 6.2 The Client must not submit payment-card data, account passwords, special-category personal data or personal data that is not reasonably necessary for the Service. The Client is responsible for ensuring that it has a lawful basis and all required notices and consents to provide Client Data to Yonda.
- 6.3 Each party must promptly notify the other of a confirmed security incident affecting the Service or Client Data and reasonably cooperate to contain and address it.

7 Usage limits and monitoring

- 7.1 The Fees and permitted usage are based on the Transaction allowance or other usage measure stated in the Order Form. Each production request may count as a Transaction, including a recalculation, amended request, refund or reversal, where specified in the Order Form or Documentation.
- 7.2 Yonda may monitor usage and apply reasonable request-rate, concurrency, file-size, payload and other technical limits to protect the Service and other customers.

- 7.3** If the Client exceeds its allowance, Yonda may charge agreed excess-usage Fees, require the Client to move to an appropriate plan or restrict further requests until the parties agree revised capacity. Yonda will use reasonable efforts to notify the Client before materially restricting ordinary use, except where immediate action is reasonably necessary to protect security or availability.

8 Fees and payment

- 8.1** The Client must pay the fees stated in the Order Form (Fees) in accordance with its payment terms. Fees are exclusive of VAT and any other applicable taxes, which will be added where required.
- 8.2** Unless the Order Form states otherwise, recurring Fees are invoiced monthly in arrears. The Client must dispute an invoice in writing within 10 days after receipt, identifying the amount and reasons for the dispute. Undisputed amounts remain payable when due.
- 8.3** Yonda may suspend the Service for overdue undisputed Fees after giving reasonable written notice. Yonda may change the Fees for a renewal term by giving at least 30 days' written notice before the change takes effect. If the Client does not accept the change, it may terminate the affected Service before the change takes effect.

9 Tax content and Calculation Outputs

- 9.1** Calculation Outputs are automated results based on Client Data, the Client's configuration and tax content available to Yonda when the request is processed. Tax laws, authority guidance, rates, boundaries, sourcing rules and product taxability may be ambiguous, retrospective, delayed, incomplete, disputed or changed without notice.
- 9.2** Yonda does not audit or independently verify Client Data, the Client's nexus or registration position, exemption documentation, product descriptions, classifications or implementation of a Calculation Output. A Calculation Output is not a legal opinion, regulated tax advice or a guarantee that a tax authority or court will agree with the result.
- 9.3** Except as expressly stated in the Agreement, the Service and Calculation Outputs are provided on an 'as available' basis. To the fullest extent permitted by law, Yonda excludes all implied warranties, conditions and other terms, including as to uninterrupted availability, error-free operation, merchantability, fitness for a particular purpose and non-infringement.
- 9.4** Yonda is not responsible for an incorrect or delayed Calculation Output to the extent caused by:
- incomplete, inaccurate, outdated or misleading Client Data;
 - the Client's configuration, tax policies, product mapping, nexus settings or failure to maintain them;
 - the Client's failure to follow the Documentation, test the Integration, review obvious anomalies or notify Yonda promptly;
 - the Client's system, a third-party product or service, data transformation outside Yonda's systems, connectivity or implementation of the Calculation Output;
 - reuse of a Calculation Output for a different or later transaction;
 - changes, errors, omissions or delays in information supplied by a tax authority or other third-party source; or
 - a change in law, interpretation, guidance, rate, boundary or tax-authority practice that had not been published or made reasonably available when the calculation was performed.

10 Third-party products and Integrations

- 10.1** An Integration may interoperate with Chargebee or another third-party product selected by the Client. The Client's use of that product is governed by its agreement with the third-party provider.
- 10.2** Yonda is not responsible for the availability, security, accuracy or operation of a third-party product, changes made by its provider, or data loss or transformation occurring outside Yonda's controlled systems. Yonda is responsible for a Yonda-developed Integration only to the same extent as the Service under these Terms.

- 10.3** If a third-party change materially affects an Integration, Yonda may modify, replace or discontinue the Integration. Where reasonably practicable, Yonda will give advance notice and work with the Client on a reasonable alternative, but does not guarantee continued compatibility with any third-party product.

11 Intellectual property and feedback

- 11.1** Yonda and its licensors own all intellectual property rights in the Service, API, Integrations, Documentation, tax content, rules, schemas, models, software and Calculation Outputs, except for Client Data and rights expressly granted to the Client under clause 4.
- 11.2** The Client owns its Client Data. It grants Yonda and its subcontractors a non-exclusive right to host, copy, process, transmit and otherwise use Client Data as necessary to provide, secure, support and improve the Service and meet Yonda's legal obligations.
- 11.3** Yonda may generate and use aggregated or de-identified information derived from use of the Service for analytics, security, diagnostics, product improvement and business reporting, provided that it does not identify the Client or any individual.
- 11.4** If the Client provides suggestions or feedback, Yonda may use them without restriction or payment, but is not obliged to implement them.

12 Data protection

- 12.1** Each party will comply with applicable data protection law. Where Yonda processes personal data on the Client's behalf, Yonda's Data Processing Terms at <https://yondatax.com/data-processing-terms/> form part of the Agreement.
- 12.2** The Client acknowledges that addresses and other Client Data may be transmitted to and processed by Yonda's subprocessors in accordance with the Data Processing Terms.

13 Confidentiality

- 13.1** Confidential Information means non-public information disclosed by or on behalf of a party that is identified as confidential or should reasonably be understood to be confidential. It does not include information that the recipient can demonstrate: (a) is or becomes public other than through breach; (b) was lawfully known without restriction before disclosure; (c) is received lawfully from a third party without restriction; or (d) is independently developed without use of the discloser's Confidential Information.
- 13.2** The recipient will use the discloser's Confidential Information only to perform or exercise rights under the Agreement and will protect it using at least reasonable care. It may disclose Confidential Information only to personnel, professional advisers and subcontractors who need to know it and are bound by confidentiality obligations, or where disclosure is required by law or a competent authority.
- 13.3** Where legally permitted, the recipient will give prompt notice of a compelled disclosure and reasonable assistance to the discloser. On request or termination, it will return or destroy Confidential Information, except for copies required by law or retained in routine backups, which remain protected by this clause.

14 Suspension

- 14.1** Yonda may suspend all or part of the Service immediately where reasonably necessary to address a security risk, unlawful use, material breach, excessive or abusive traffic, harm to the Service or another customer, a third-party provider's suspension, or a legal or regulatory requirement.
- 14.2** Where practicable, Yonda will notify the Client before suspension, limit the suspension to what is reasonably necessary and restore access promptly after the cause has been remedied. Suspension does not relieve the Client of accrued payment obligations.

15 Limitation of liability

- 15.1** Nothing in the Agreement excludes or limits either party's liability for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, or any liability that cannot lawfully be excluded or limited.

- 15.2** Subject to clause 15.1, neither party will be liable under or in connection with the Agreement for any indirect or consequential loss, loss of profit, revenue, business, anticipated savings, goodwill or opportunity, business interruption, loss or corruption of data, or cost of obtaining a replacement service, whether or not foreseeable.
- 15.3** Subject to clause 15.1, Yonda will not be liable for: (a) tax that the Client or its customer was legally required to pay; (b) tax that the Client failed to collect; (c) penalties or interest imposed by a tax authority; (d) refunds, credits, discounts or compensation paid to the Client's customers; or (e) losses arising from a matter described in clause 9.4.
- 15.4** Subject to clause 15.1, Yonda's total aggregate liability arising under or in connection with the Service in any 12-month period, whether in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty or otherwise, will not exceed the Fees paid or payable by the Client for the affected Tax Calculation Service during that 12-month period. Fees for filing, registration, advisory or other services are excluded when calculating this cap.
- 15.5** The exclusions and cap in this clause apply to all claims relating to the Service and Calculation Outputs, including an error in a rate, jurisdiction, sourcing rule, classification or taxability determination. The Client acknowledges that the Fees reflect this allocation of risk.
- 15.6** Nothing in the Agreement limits the Client's obligation to pay Fees, its liability for infringement or misuse of Yonda's intellectual property, or either party's liability for breach of confidentiality or data protection obligations, except that liability for data protection breaches remains subject to clause 15.4 to the fullest extent permitted by law.

16 Indemnity

- 16.1** The Client will indemnify Yonda against third-party claims, losses, liabilities and reasonable costs arising from: (a) Client Data or the Client's products, services or customer-facing statements; (b) the Client's use of the Service in breach of the Agreement or applicable law; or (c) a claim by the Client's customer arising from the Client's application or presentation of a Calculation Output.
- 16.2** The indemnity does not apply to the extent a claim was caused by Yonda's breach of the Agreement. Yonda must give prompt notice of a claim, allow the Client reasonable control of its defence and settlement, and provide reasonable cooperation at the Client's cost. The Client may not settle a claim in a way that admits fault by or imposes an obligation on Yonda without Yonda's prior written consent.

17 Term and termination

- 17.1** The Agreement begins on the date stated in the Order Form and continues for its initial term. It then renews for the renewal periods stated in the Order Form unless either party gives the required notice of non-renewal.
- 17.2** Either party may terminate the affected Service by written notice if the other party materially breaches the Agreement and, where the breach can be remedied, fails to remedy it within 10 days after receiving written notice requiring it to do so.
- 17.3** Either party may terminate immediately if the other party becomes insolvent, ceases business or is subject to an insolvency process that is not dismissed within 30 days. Yonda may terminate immediately for unlawful use, a serious security threat or repeated material misuse of the Service.
- 17.4** On termination or expiry, the Client must stop accessing the Service and pay all accrued Fees. The Client may retain Calculation Outputs for completed transactions as required for accounting, compliance and audit records, but may not use them to calculate tax on new transactions.
- 17.5** Clauses that by their nature are intended to continue will survive termination, including clauses 4.3, 8, 9, 11 to 13, 15 to 18 and 20.

18 Records and audit cooperation

- 18.1** Each party will maintain records reasonably necessary to support its performance under the Agreement. The Client is responsible for retaining its source transaction data, invoices, exemption documentation, configuration approvals and Calculation Outputs for the periods required by applicable law.
- 18.2** If a tax authority questions a Calculation Output, the Client must promptly provide Yonda with the relevant notice and information reasonably required to investigate. Unless the Order Form expressly includes audit support, assistance beyond initial technical investigation may be charged at Yonda's then-current professional services rates if quoted and accepted in writing.

19 Force majeure

- 19.1** Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, war, terrorism, civil disturbance, industrial disputes, utility, internet or telecommunications failure, governmental action or failure of a critical third-party provider, provided that it uses reasonable efforts to mitigate the effect and resumes performance as soon as reasonably practicable.
- 19.2** If the affected Service is materially unavailable for more than 30 consecutive days because of such an event, either party may terminate that Service by written notice. Yonda will refund any prepaid recurring Fees relating to the period after termination, excluding setup and other one-off Fees.

20 General

- 20.1** Notices under the Agreement must be in writing and sent by email. Notices to Yonda must be sent to hello@yondatax.com. A notice is deemed received on the next business day after transmission unless the sender receives an error message.
- 20.2** Neither party may assign the Agreement without the other's prior written consent, not to be unreasonably withheld or delayed, except that either party may assign it to an affiliate or in connection with a merger, reorganisation or sale of all or substantially all of the relevant business or assets, on written notice.
- 20.3** The parties are independent contractors. The Agreement does not create a partnership, joint venture, agency, fiduciary or employment relationship. Neither party may bind the other.
- 20.4** The Agreement constitutes the entire agreement between the parties about the Service and supersedes prior discussions, proposals and representations about it. Each party acknowledges that it has not relied on any statement not set out in the Agreement, without limiting liability for fraud.
- 20.5** An amendment must be in writing and signed by authorised representatives of both parties, except for operational or technical updates to the Documentation that do not materially reduce the Service or increase the Client's obligations.
- 20.6** If any provision is invalid or unenforceable, it will be modified to the minimum extent necessary or deleted, and the remaining provisions will continue in effect. A failure or delay to exercise a right is not a waiver. Rights and remedies are cumulative.
- 20.7** No person other than a party to the Agreement has any right to enforce it under the Contracts (Rights of Third Parties) Act 1999.
- 20.8** The Agreement and any non-contractual obligations arising from it are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.