



Terms and Conditions for Filing of Income Tax Returns

The below mentioned terms and conditions are for filing your Income Tax Return with 1 Finance Private Limited (hereinafter referred to as “1 Finance”).

1. Scope of Services:

We will assist you in the preparation and electronic filing of your Income Tax Return (ITR) for the applicable assessment year based on the information and documents provided by you.

2. Accuracy of Information:

You are solely responsible for the completeness, accuracy, and authenticity of the information, documents, and data provided to us. We shall not be held liable for any errors, penalties, or legal consequences arising from inaccurate, incomplete, misleading, or false information submitted by you.

3. Documentation and Record Keeping:

You agree to provide all necessary documents (including but not limited to Form 16, bank statements, investment proofs, loan documents, etc.) within the timelines communicated to you. You also agree to retain copies of all documents provided and returns filed, for your own records and future reference.

4. Acknowledgment of Filing:

Upon successful filing, we will provide you with the acknowledgment (ITR-V) or confirmation from the Income Tax Department. You agree to assist us in carrying out the necessary actions to ensure that the acknowledgment is appropriately verified (via Aadhaar OTP, EVC, or physical signing and sending to CPC).

5. No Guarantee of Refunds or Assessment Outcomes:

We do not guarantee any refunds, tax savings, or assessment outcomes. Filing of the return is subject to acceptance and processing by the Income Tax Department. Any subsequent notices, scrutiny, audits, reassessments, or proceedings will not be covered under the original filing services.

6. Refusal of Service:

We reserve the right to refuse, suspend, or discontinue our services at any time, including but not limited to the following circumstances:

- a. If you provide false, misleading, incomplete, or fraudulent information.
- b. If legal, regulatory, or compliance-related restrictions prevent us from continuing to provide services.

7. Client Cooperation & Responsiveness:

You agree to respond promptly to our queries and requests for additional information or clarifications. Failure to do so may delay the filing process, for which we shall not be held liable.

8. Timelines and Deadlines:

While we strive to complete filing promptly, we are not responsible for delays caused by late submission of information/documents by you, system issues, technical problems at the Income Tax Department's end, or any other force majeure events.

9. Third-Party Services & Dependencies:

Our services may depend on third-party platforms (e.g., Income Tax Department's e-filing portal, banks, or Aadhaar verification services). We are not liable for delays, errors, or failures caused by such third-party services.

10. Confidentiality:

We will maintain the confidentiality of your personal and financial information in accordance with applicable laws. However, you authorize us to use your data solely for the purpose of preparing and filing your income tax return.

11. Data Security & Retention:

- i. While we implement reasonable security measures, we shall not be liable for data breaches arising from unauthorized access, cyberattacks, or system failures beyond our control.
- ii. We may retain your documents and data for a reasonable period, after which it will be securely deleted or anonymized in accordance with our data retention policy.

12. Limitation of Liability:

- i. Our total liability for any claims, damages, or losses arising from our services shall be limited to the amount of fees paid by you for the services rendered.
- ii. We shall not be liable for:
 - a. Indirect, consequential, incidental, or punitive damages (e.g., loss of profits, reputational harm).
 - b. Errors or delays caused by incorrect/incomplete information provided by you, third-party service failures (e.g., IT Department portal glitches), or force majeure events.
 - c. Any tax penalties, interest, or legal actions initiated by authorities due to non-compliance, misreporting, or late filing attributable to your actions/omissions.
- iii. This limitation shall not apply in cases of gross negligence, fraud, or willful misconduct by us.

13. Notices & Communication:

All official communications will be sent via email or other agreed-upon modes. It is your responsibility to ensure that the provided contact details are accurate and monitored regularly.

14. Force Majeure:

We shall not be liable for any failure or delay in performing our obligations due to events beyond our reasonable control, including but not limited to natural disasters, government actions, internet outages, technical failures, pandemics, epidemics.

15. Fees and Payment:

Our service charges, including applicable taxes, will have to be paid in advance.

16. No Refund on Cancellation or Termination of Services:

No refunds will be issued once the filing process has commenced, except in cases where the failure to deliver the service is solely attributable to our negligence or system error.

17. Sharing of basic Contact Details for ITR Services:

Existing customers of I Finance Private Limited, agree to share their basic contact details for ITR Services

18. Governing Law:

These Terms and Conditions shall be governed by and construed in accordance with the laws of India. Any disputes arising shall be subject to the exclusive jurisdiction of the courts in Mumbai.

19. Dispute Resolution & Arbitration:

Before resorting to litigation, both parties agree to attempt amicable resolution through negotiation or mediation. If unresolved, disputes shall be referred to a sole arbitrator appointed mutually by the parties. The arbitration shall be conducted in Mumbai under the Arbitration and Conciliation Act, 1996 and the language of arbitration will be English.

20. Entire Agreement:

These Terms constitute the entire agreement between the parties and supersede any prior oral or written understandings.

21. Amendments & Updates:

We reserve the right to modify these Terms and Conditions at any time. Any changes will be communicated to you, and continued use of our services after such notification constitutes acceptance of the revised terms.

22. Acceptance:

By proceeding with our services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions. By checking the consent box during the service process, you confirm acceptance of these Terms and Conditions.