Filing Services Terms & Conditions

Version 1.0 · Effective November 4, 2026

Tax Matrix Technologies, LLC, doing business as Hands Off Sales Tax

1. How this agreement works

These terms apply to sales tax filing services provided by Tax Matrix Technologies, LLC, doing business as Hands Off Sales Tax ("HOST," "we," "us"), to the business named in the engagement letter ("Client," "you"). Your agreement with HOST is made up of:

- **The engagement letter** you sign, which sets your plan, states, fees, start month and bank details
- **These terms**, in the version cited in your engagement letter
- **Any addendum** to your engagement letter, if one applies

If they conflict, an addendum controls, then these terms. Your engagement letter controls only for your plan, states, fees, start date and bank details.

2. Services

HOST will prepare and file sales tax returns and remit tax payments for the states and plan listed in your engagement letter, using the data you provide and the bank account you authorize. HOST is not a law firm or certified public accounting firm, and filing services do not include legal advice. Sales tax advice beyond routine questions about your filings, such as nexus studies or exposure reviews, is a separate service under its own engagement letter.

Acting for you with tax agencies. You authorize HOST to act for you with state and local tax agencies, but only as needed to file your returns, make your tax payments and handle correspondence about returns HOST filed. This includes using your state account logins and any agency authorization forms you sign for HOST. HOST will not receive refunds, settle a liability or agree to anything on your behalf without your written consent. This authority ends when the service ends, and HOST will stop using your logins at that point.

Agency notices. While the service is active, HOST responds to agency notices about returns it filed, as long as you forward them on time (see section 3).

Periods before your start date. HOST is not responsible for any tax period before the start date in your engagement letter. That includes historical or amended returns HOST prepares for those periods at your request, except for errors in HOST's own preparation of them.

3. Your responsibilities

You agree to:

- **Send sales data on time.** Provide complete sales data for each period by 11:59 PM Eastern Time on the 7th day of each month. After the deadline, the portal stops accepting uploads. You can ask HOST to accept late data for a $500 fee per request, and the guarantee does not cover returns filed from late data.

- **Keep it accurate.** Data you send must be complete and accurate to the best of your knowledge. HOST may rely on the data you provide without verifying it, and is not responsible for incorrect returns caused by inaccurate or incomplete data you provide.
- **Use the right currency.** Report US sales tax data in US dollars and Canadian sales tax data in Canadian dollars. HOST files the amounts you provide and is not responsible for any currency conversion done by you or your systems.
- **Review your Monthly Liability Summary.** Review each summary and approve it in the portal or tell HOST about any errors within 2 days of receiving it. Once you approve a summary or those 2 days pass, HOST files the amounts shown and those returns are final. Changes after filing are amended returns, billed as additional services under section 13.
- **Flag prior-period data.** Data from earlier periods will not be added to the current period's return unless you say so when you send it.
- **Tell us about changes**, such as new states, new locations, sales channels, bank accounts or business details, as soon as possible.
- **Keep your logins current.** Give HOST working logins for your state tax accounts, keep them up to date, and make sure you are allowed to share them with HOST.
- **Forward agency notices.** Send HOST any notice you receive from a tax agency within 10 business days of receiving it.
- **Keep your own records.** HOST files returns electronically, either by sending data to the tax agency or entering it in the agency's online portal, so the official copy of each return is held by the agency. Keep your own copies of the sales data, filing confirmations and anything else you need. HOST is not required to provide records after the service ends.

Collected versus calculated tax. HOST files and remits the sales tax you actually collected, as shown in your sales data, rather than tax calculated from gross sales. You authorize HOST to adjust gross sales figures on returns so that only the tax collected is reported.

SKU mapping. If HOST helps map your products to tax codes, you are responsible for the final mapping and any liability resulting from mapping errors.

4. Peace of Mind Guarantee

HOST will file your returns on time. If a return HOST is responsible for is filed late, HOST will pay the resulting late-filing penalties and interest.

The guarantee does not apply when the late or incorrect filing results from:

- Sales data received after the deadline in section 3, or data that is incomplete or inaccurate
- A tax payment rejected for insufficient funds, a debit block or any other problem with your bank account
- Your failure to review a Monthly Liability Summary or to respond to a request from HOST
- Fees owed to HOST that are past due, while filing is paused under section 7
- A tax agency's systems being unavailable, or another event outside HOST's reasonable control

- A tax agency notice you did not forward to HOST within 10 business days of receiving it

The guarantee covers penalties and interest only. It never covers the tax itself, which is always your responsibility.

If HOST files a return with amounts that differ from the Monthly Liability Summary you approved, HOST will correct it at no charge and ask the agency to waive any resulting penalties.

5. Payment authorization

You authorize HOST to remit sales tax payments to state and local tax agencies directly from the bank account in your engagement letter. You confirm that the account is set up to accept ACH debits from those agencies. HOST files only returns it can pay from an authorized bank account in the country where the tax is due, and does not file returns that you pay separately.

If an agency rejects a payment because of insufficient funds, a debit block or another account issue, HOST is not responsible for paying the tax owed or any resulting penalties and interest.

HOST never holds or receives your tax money. Tax payments go directly from your bank account to the tax agencies. Keep enough funds in that account to cover each payment by its due date. Bank fees from a failed payment are also your responsibility.

6. Monthly Filing Summary

After your returns are filed each month, HOST will send a summary of the returns filed and amounts paid. Please review it and tell us promptly if anything looks wrong.

7. Fees, invoicing and non-payment

Fees, the monthly minimum and the billing start date are set in your engagement letter. Billing begins on that start date, even if onboarding is not yet complete. Until HOST confirms your filing frequency in a state, it bills that state at an estimate of eight returns a year, then updates billing to the actual frequency. Past-period returns that become due because onboarding was delayed on your side are billed as historical filings at $150 per return, unless your engagement letter sets a different rate. HOST invoices monthly and automatically charges the payment method you provide. If a payment fails, HOST may pause filing until it is resolved, and penalties or interest from returns delayed by the pause are your responsibility.

Please raise any question about an invoice within 60 days of its date. After that, the invoice is final. HOST may charge interest of up to 1.5% per month, or the highest rate allowed by law if lower, on fees more than 30 days overdue.

8. Ending the service

Either party may end the filing service at any time with written notice. When it ends:

- HOST will file the returns due in the month the termination takes effect, as long as HOST has received the data and fees for them.
- Returns due after that are your responsibility. HOST will tell you which states and periods remain open.
- Fees for the month the termination takes effect, and any unpaid fees, remain due.

HOST may end the service immediately if fees remain unpaid after notice, if you provide false information, or if continuing would require HOST to act unlawfully.

9. Confidentiality and data

HOST will use information you provide only to deliver its services, and will not disclose it except to tax agencies and service providers as needed to deliver those services, or as required by law. This duty continues after the service ends.

HOST protects sensitive information, such as bank account numbers and federal employer identification numbers (FEINs), with appropriate safeguards and handles personal information as described in its Privacy Policy.

10. Limitation of liability

To the fullest extent permitted by law:

- HOST is not liable for any indirect, incidental, special or consequential damages, including lost profits.
- HOST's total liability for all claims related to the filing service is limited to the fees you paid HOST in the 12 months before the event giving rise to the claim.
- This limit applies to all liability of any kind, including payments under the Peace of Mind Guarantee.
- Nothing in this section limits liability for HOST's willful misconduct.

11. Indemnity

Tax laws change often. You will indemnify and hold HOST harmless from claims, damages and expenses arising from the data, information or instructions you provide, except to the extent caused by HOST's negligence or willful misconduct.

12. Use of your name and logo

You allow HOST to name your business as a client and show your logo in its marketing, such as on its website and in sales materials. HOST will not share your sales data or other confidential information this way. You can opt out at any time by writing to team@handsoffsalestax.com, and HOST will stop new uses within a reasonable time.

13. Additional services

You may ask HOST in writing for additional services, such as historical filings, amendments or deregistrations, without signing a new engagement letter. HOST will tell you the price first, and your written confirmation of that price is your agreement to it. These terms apply to all additional services. HOST does not amend Washington or Illinois returns that it did not originally file.

14. Changes to these terms

HOST may publish a new version of these terms with a new version number and effective date. Earlier versions stay available at /legal/terms/versions/. A new version applies to you 30 days after HOST emails you about it. If you don't agree to the new version, you may end the service under section 8 before it takes effect.

15. General

- **Governing law:** These terms are governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law rules. Disputes will be brought in the state or federal courts located in Pennsylvania.
- **Events outside our control:** Neither party is responsible for delays caused by events beyond its reasonable control, such as tax agency system outages, natural disasters or internet failures.
- **Assignment:** Neither party may transfer this agreement without the other's consent, except that HOST may transfer it to a successor to its business.
- **Notices:** Notices to HOST go to team@handsoffsalestax.com. Notices to you go to the email address in your engagement letter.
- **Entire agreement:** The engagement letter, any addendum and these terms are the entire agreement about the filing service.
- **Severability:** If any part of these terms is unenforceable, the rest stays in effect.
- **Survival:** Sections 9, 10 and 11 continue after the service ends.

16. Contact us

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