# Terms and Conditions for NEXA TAX, INC. Last Updated: 5/2/2025

Welcome to NEXA TAX, INC. By accessing or using our mobile application (the "App"), which is designed to track income and expenses, calculate tax estimates, and connect you with professional CPAs, you agree to be bound by these Terms and Conditions. If you do not agree with these terms, please do not use the App.

## 1. Acceptance of Terms

- A. **Binding Agreement:** Upon signing up, you must indicate your acceptance by selecting the "I agree to the Terms of Service & Privacy Policy" checkbox. This constitutes a binding agreement between you and NEXA TAX, INC.
- B. **Age Requirement:** Users under the age of 18 must obtain parental or guardian consent to use the App.

## 2. Educational Purpose and Limitations

- A. **Informational Tool:** The App is provided solely for educational purposes to help you understand tax concepts and prepare for tax filing. The tools, calculators, and resources are intended to inform and equip you in managing your tax liability.
- B. **No Guarantee of Accuracy:** While we strive for accuracy, NEXA TAX, INC. may make mistakes, and the tax estimates, calculations, and guidance provided are for informational purposes only. They are not a substitute for professional tax advice or services.
- C. **User Data Responsibility:** You are solely responsible for the accuracy and completeness of any data you upload or enter. NEXA TAX, INC. is not liable for errors or discrepancies resulting from user-provided information.

#### 3. Collection and Use of Information

- A. **Data Collected:** To create an account, you will be asked to provide information such as your name, educational institution, and email address.
- B. **Account Security:** You are responsible for safeguarding your account password and notifying us immediately of any unauthorized access.
- C. **Purpose:** Your information is used to personalize your App experience, verify your eligibility, and connect you with CPAs when needed. We will not sell or share your personal data except as required by law or detailed in our Privacy Policy.

D. **Consent to Communication:** By providing your contact details, you consent to receive communications related to your account and App features.

#### 4. Permissions and Device Access

- A. **Required Permissions:** The App may request access to device functionalities including:
  - a. **Camera:** To capture receipts, invoices, and documents related to your financial records.
  - b. **Location:** To help you locate nearby CPAs (only static location data is used).
  - c. **Storage:** To facilitate uploading, saving, or exporting files.
- B. **Additional Permissions:** Other permissions may be requested as needed to enhance your experience within the App.

# 5. Key Features and Usage Guidelines

#### A. Tax Calculators:

- a. The App includes tools, such as a NIL Income Calculator, to estimate federal tax liabilities based on income sources (e.g., scholarships, 1099 income) and deductible expenses.
- b. These calculations rely solely on the data you provide; inaccuracies in your input may lead to incorrect estimates.

#### B. Quarterly Tax Payment Guidance:

 a. The App may advise that if your estimated federal tax liability exceeds \$1,000, you consider making quarterly tax payments. A link to the official IRS payment portal may be provided.

#### C. CPA Connection:

a. The "Find My CPA" feature connects you with CPAs. However, NEXA TAX, INC. does not guarantee the accuracy or professionalism of any third-party CPA advice.

#### D. Data Export and Profile Management:

a. You may export your income and expense logs in various formats. Necessary device permissions will be requested for file uploads and downloads.

# 6. User Responsibilities

#### A. Accuracy and Lawful Use:

a. You agree to provide accurate, complete, and current information regarding your financial data.

b. You agree to use the App only for lawful purposes and in accordance with these Terms.

# B. Final Responsibility:

a. You acknowledge that NEXA TAX, INC. is an educational tool, and the final responsibility for your tax filings rests solely with you.

## 7. Intellectual Property

## A. Ownership:

All content, features, algorithms, and tools in the App are the exclusive property of NEXA TAX. INC.

#### B. Restrictions:

Unauthorized reproduction, modification, or distribution of any App content is strictly prohibited.

## 8. Disclaimer of Liability

#### A. "As-Is" Basis:

The App and all information provided are offered on an "as-is" basis, without warranties of any kind.

#### B. No Liability for Errors:

NEXA TAX, INC. does not guarantee the accuracy of the tax estimates or calculations. We are not responsible for any errors, omissions, or inaccuracies in the financial data uploaded by users.

## C. Professional Advice:

Users are encouraged to consult a professional CPA or tax attorney for definitive advice regarding their specific tax situation.

## 9. Termination and Account Suspension

#### A. Right to Terminate:

NEXA TAX, INC. reserves the right to suspend or terminate your account at its sole discretion, including for violations of these Terms or fraudulent activity.

# 10. Updates to Terms

#### A. Periodic Updates:

These Terms may be updated periodically. Major updates will be communicated via email or in-app notifications. Continued use of the App indicates your acceptance of any updated terms.

## 11. Governing Law

## A. Delaware Incorporation:

NEXA TAX, INC. is incorporated in Delaware.

#### B. Applicable Law:

These Terms are governed by and construed in accordance with the laws of the State of Delaware. Any disputes arising from these Terms will be resolved in accordance with applicable law, potentially through mediation or arbitration.

#### 12. Contact Information

## **Support:**

For questions, concerns, or support, please contact us at:

Email: support@nexatax.co

**Mailing Address:** 

NEXA TAX, INC.

800 North State Street, Suite 304

Dover, Delaware 19901

**United States**