

Data transfer terms

Introduction

These Data Transfer Terms were last updated on 19 August 2026.

With the authorisation of both customers, TaxLab can transfer entity data between them on these Data Transfer Terms. The Transferring Customer is responsible for holding all consents needed for the transfer.

Formation: These Data Transfer Terms bind the Transferring Customer, the Receiving Customer, and TaxLab only once all three have signed a Transfer Form; no agreement will be inferred from discussions, correspondence, or conduct before then. The Data Transfer Terms that apply are the version published on the TaxLab Website on the date of the last signature.

One transfer per form: Each Transfer Form covers a single Data Transfer between one Source Workspace and one Destination Workspace; a new form is needed for each further transfer.

1. Definitions and Interpretation

1.1. In this Agreement, unless the context otherwise requires:

Agreement means these Data Transfer Terms and the executed Transfer Form;

Completion Notice means TaxLab's written notice to the Transferring Customer and the Receiving Customer under clause 5.5 confirming that the Data Transfer is complete;

Data Transfer means the transfer of the Transferred Data from the Source Workspace to the Destination Workspace (by moving it to the Destination Workspace and removing it from the Source Workspace);

Destination Workspace means the Workspace identified as the destination in the Transfer Form, within the Receiving Customer's account;

Receiving Customer means the customer identified by the receiving organisation ID in the Transfer Form;

Source Workspace means the Workspace identified as the source in the Transfer Form, within the Transferring Customer's account;

TaxLab means TaxLab Limited (NZ) or TaxLab Australia Pty Limited (AU), whichever is identified as the signing company in the Transfer Form. Where the Transferring Customer and the Receiving Customer are invoiced by different TaxLab companies, the signing company enters into this Agreement for itself and as agent for the other, so both may rely on and enforce it;

Terms of Use means the TaxLab Terms of Use published at <https://taxlab.online/legal-centre/terms-of-use/>, which apply between each of the Transferring Customer and the Receiving Customer and the TaxLab company that invoices it;

Transfer Date means the date specified in the Transfer Form as the earliest date on which TaxLab may action the Data Transfer, or, if no date is specified, the date the Transfer Form is signed by the last party;

Transfer Form means a form in a format prescribed by TaxLab (available by contacting legal@taxlab.online) that identifies the signing TaxLab company, the Transferring Customer, the Receiving Customer, the Source Workspace, the Destination Workspace, and the Transferred Entities, and is signed by all three parties;

Transferred Data means all Customer Data, files, and tax records held in the Source Workspace that relate to the Transferred Entities;

Transferred Entities means the entities listed in the Transfer Form, including in any continuation sheet that is dated, identified in the Transfer Form, attached to it, and signed or initialled on behalf of each party;

Transferring Customer means the customer identified by the transferring organisation ID in the Transfer Form;

Verification Period means the period of 10 Business Days from the date the Completion Notice is given; and

Workspace means a workspace within a customer's account on the TaxLab platform, identified by its unique workspace ID.

1.2. **Authorised Users, Business Day, Customer Data, Jurisdiction, Subscription Services, Tax Office, Tax Office Conditions, and TaxLab Website** have the meanings given to those terms in the Terms of Use, read with all necessary changes, including that references in the Terms of Use to Taxlab-prefixed defined terms are read as references to the corresponding TaxLab-prefixed terms in this Agreement, and references to Customer are read as references to the relevant customer. For the purposes of this Agreement, **Business Day** and **Jurisdiction** are determined by reference to the TaxLab company identified as the signing company in the Transfer Form.

1.3. In this Agreement, unless the context otherwise requires: words importing the singular or plural number include the plural and singular number respectively; headings are for convenience only and do not affect interpretation; including and similar words do not imply any limitation; and a person includes any individual, corporation, unincorporated association, government department or municipal authority.

2. No Fees

- 2.1. TaxLab will perform the Data Transfer at no cost to the Transferring Customer or the Receiving Customer, and the parties acknowledge that this is predicated on the acknowledgements, warranties, and indemnities given to TaxLab in this Agreement.

3. Authorisation and Authority

- 3.1. **Dual authorisation:** The Transferring Customer and the Receiving Customer each authorise and direct TaxLab to perform the Data Transfer in accordance with this Agreement: the Transferring Customer authorises the removal of the Transferred Data from the Source Workspace, and the Receiving Customer authorises the receipt of the Transferred Data into the Destination Workspace. TaxLab will not perform a Data Transfer that has not been authorised by both customers.
- 3.2. **Timing of authorisation:** TaxLab has no obligation to begin or continue the Data Transfer before the Transfer Date, or at any time when this Agreement is not in force. The parties may agree a different Transfer Date only by written agreement signed by all three parties, entered into before the Data Transfer begins.
- 3.3. **Acts of Authorised Users:** Any signature, authorisation, confirmation, notice, or other step taken by an Authorised User of a customer in connection with the Data Transfer will be treated as the act of that customer in accordance with clause 2.2(d)(ii) of the Terms of Use, and each customer authorises TaxLab to act on it.
- 3.4. **Verification of authority:** TaxLab may (but is not obliged to) require reasonable evidence of the authority of any person signing the Transfer Form or entering into an agreement under clause 3.2, or of any matter warranted under clause 4, before beginning or continuing the Data Transfer. The timeframes in clause 5.2 do not run while TaxLab is awaiting that evidence.
- 3.5. **Disputed authority:** If TaxLab becomes aware that this Agreement, an authorisation given under it, or the authority of any person acting in connection with the Data Transfer is disputed (including any dispute between the Transferring Customer and the Receiving Customer, or within either customer, as to entitlement to the Transferred Data or any Transferred Entity), TaxLab may suspend or decline to perform or continue the Data Transfer, without liability, until the dispute is resolved. TaxLab is not required to determine any question of entitlement as between the customers or any other person, and may act on their joint written instructions or on an order of a court or arbitrator.

4. Warranties

- 4.1. Each party warrants that it has the full power and authority to enter into this Agreement, and each customer warrants that the person signing the Transfer Form on its behalf is authorised to do so.
- 4.2. The Transferring Customer warrants that:
- (a) it controls the Source Workspace and is entitled to authorise the transfer of the Transferred Data in respect of each Transferred Entity;
 - (b) it has obtained all necessary consents and authorisations, and has lawful authority under all applicable privacy and data protection laws (including, as applicable, the Privacy Act 2020 (NZ) and the Privacy Act 1988 (Cth)), to permit the Data Transfer, including any taxpayer authorisations required in respect of Transferred Data received from a Tax Office; and
 - (c) the organisation ID, workspace ID, and list of Transferred Entities it has provided in or for the Transfer Form are accurate and complete.
- 4.3. The Receiving Customer warrants that:
- (a) it controls the Destination Workspace and is entitled to receive and use the Transferred Data for lawful purposes; and
 - (b) the organisation ID and workspace ID it has provided in or for the Transfer Form are accurate.

5. Performance

- 5.1. **Identifiers:** TaxLab will perform the Data Transfer based strictly on the organisation IDs, workspace IDs, and entity identifiers set out in the Transfer Form. TaxLab will notify the Transferring Customer and the Receiving Customer promptly if it identifies any apparent inconsistency or anomaly in those identifiers, and may decline to proceed until the inconsistency is resolved.
- 5.2. **Timing:** TaxLab will begin the Data Transfer promptly on or after the Transfer Date, except that TaxLab may reasonably defer commencement where necessary due to scheduled system releases, maintenance windows, or peak tax compliance periods, in which case TaxLab will notify the Transferring Customer and the Receiving Customer of the expected commencement date. TaxLab will not unreasonably defer the Data Transfer. TaxLab will use commercially reasonable endeavours to complete the Data Transfer as soon as reasonably practicable, keeping the Transferring Customer and the Receiving Customer reasonably informed of expected timing and progress.
- 5.3. **Reasonable care:** TaxLab will use reasonable care in performing the Data Transfer.
- 5.4. **Data as at transfer:** The Data Transfer moves the Transferred Data as it exists at the time TaxLab performs the transfer. Any changes made to the Transferred Data in the

Source Workspace before then will be included; the customers are responsible for agreeing between themselves any expectations about the state of the data at transfer.

- 5.5. **Completion Notice:** TaxLab will give the Transferring Customer and the Receiving Customer the Completion Notice promptly after completing the Data Transfer. The Completion Notice will state the date on which the Verification Period ends.
- 5.6. **Cross-jurisdiction transfers:** Where the customers are invoiced by different TaxLab companies, or the Data Transfer will result in the Transferred Data being held or accessible in a different Jurisdiction, TaxLab's obligation to perform the Data Transfer is subject to TaxLab being satisfied, acting reasonably, that it can be performed in compliance with applicable law and the Tax Office Conditions.

6. Access and Permissions

- 6.1. **Receiving Customer access:** On completion of the Data Transfer, the Transferred Data will be held in the Destination Workspace and will be accessible in accordance with the Receiving Customer's own user access and permission configuration. The Receiving Customer is solely responsible for configuring and maintaining appropriate access permissions for the Destination Workspace — including determining which of its Authorised Users (and, where applicable, Member Firms and Outsourcing Providers, each as defined in the Terms of Use) can access the Transferred Data — both before receiving the Transferred Data and afterwards.
- 6.2. **Transferring Customer access:** On completion of the Data Transfer, the Transferring Customer's access to the Transferred Data through the Subscription Services will cease, and TaxLab is not required to provide the Transferring Customer with continuing access to it. The Transferring Customer is responsible for exporting or otherwise retaining, before the Data Transfer, any copies of the Transferred Data it requires for its own legal, professional, or record-keeping obligations.
- 6.3. **Effect of completion:** On completion of the Data Transfer, the Transferred Data will form part of the Receiving Customer's Customer Data and will be held and used subject to the Terms of Use as they apply between the Receiving Customer and the TaxLab company that invoices it. A completed Data Transfer is final as between the parties (except as provided in clauses 6.4 and 7.3), and TaxLab is not obliged to reverse or repeat it — including if the customers later dispute whether it should have occurred — other than under a new agreement on a new Transfer Form.
- 6.4. **Misdirected data:** If any Customer Data is transferred to, or arrives in, a Workspace in error — whether because of inaccurate organisation, workspace, or entity identifiers provided by or on behalf of a customer, or for any other reason — then:
 - (a) if the data has arrived in a Workspace of the Transferring Customer or the Receiving Customer, that customer will not access, use, or disclose that data

(except to the minimum extent necessary to identify it), will keep it confidential, and will notify TaxLab promptly on becoming aware of it;

- (b) each customer authorises TaxLab to remove, return, or re-transfer the misdirected data (and to restore any data removed in error to the Source Workspace) without further consent, and TaxLab will do so promptly on becoming aware of the error and will notify the affected customers of any removal, return, re-transfer, or restoration it carries out under this clause;
- (c) each customer will provide the cooperation TaxLab reasonably requires to remedy the error, including in relation to any assessment or notification required under applicable privacy laws;
- (d) if Customer Data is transferred in error to a Workspace of a person who is not a party to this Agreement, TaxLab will remove it promptly on becoming aware of the error and will deal with the error in accordance with its privacy and security obligations under the Terms of Use and applicable privacy laws. The customers acknowledge that the recipient is not a party to this Agreement, and that TaxLab's recourse against the recipient is limited to TaxLab's rights under its agreement with the recipient and applicable law; and
- (e) where the error results from inaccurate or incomplete identifiers provided by or on behalf of a customer, that customer is responsible for the consequences of the error, and nothing in this clause 6.4 limits clauses 4 or 8.2.

7. Verification and Acceptance

- 7.1. **Verification:** Each of the Transferring Customer and the Receiving Customer must verify the Data Transfer before the end of the Verification Period: the Receiving Customer verifying that the Transferred Data received into the Destination Workspace relates only to the Transferred Entities and that its access permissions are appropriately configured, and the Transferring Customer verifying that only the Transferred Data has been removed from the Source Workspace.
- 7.2. **Deemed acceptance:** Unless TaxLab receives written notice of an error from the Transferring Customer or the Receiving Customer before the end of the Verification Period, the Data Transfer is deemed accepted by both customers as final and correct. Deemed acceptance does not limit clause 6.4, which continues to apply to misdirected data whenever identified.
- 7.3. **Correction:** If an error is notified before the end of the Verification Period, TaxLab will use reasonable endeavours to promptly correct it, including by transferring, returning, or restoring the affected Customer Data as required.

8. Liability

- 8.1. The Data Transfer is performed as part of the Subscription Services provided to each customer under its Terms of Use, and clauses 5.6 (Customer Data) and 10 (Warranties and Liability) of the Terms of Use, as in force on the date the last party signs the Transfer Form, apply to the Data Transfer accordingly, as between each customer and the TaxLab company that invoices it. TaxLab's sole liability, and each customer's sole and exclusive remedy, in connection with the performance of the Data Transfer is TaxLab's performance of its obligations under clauses 5.1, 6.4, and 7.3.
- 8.2. Each of the Transferring Customer and the Receiving Customer severally (and not jointly) indemnifies TaxLab against any costs or losses resulting from third-party claims arising from a breach of that customer's warranties in clause 4, or from TaxLab acting in accordance with information, instructions, authorisations, or identifiers provided by or on behalf of that customer. This indemnity does not apply to the extent the claim arises from TaxLab's negligence or wilful misconduct.
- 8.3. TaxLab is not responsible for, and is not a party to, any transaction or other arrangement between the Transferring Customer and the Receiving Customer, and has no liability in connection with it.
- 8.4. Nothing in this Agreement excludes, restricts, or modifies any guarantee, warranty, right, or remedy that applies under the Australian Consumer Law or any other applicable law and that cannot lawfully be excluded, restricted, or modified. To the extent permitted by law, TaxLab's liability for a failure to comply with any such non-excludable guarantee in relation to the Data Transfer is limited, at TaxLab's option, to supplying the Data Transfer (or the affected part of it) again.
- 8.5. The parties agree that the Subscription Services and the Data Transfer are supplied and acquired in trade, that the provisions of the Consumer Guarantees Act 1993 (NZ) do not apply to them, and that it is fair and reasonable that the parties are bound by this clause 8.5.

9. Term and Termination

- 9.1. **Term:** This Agreement commences when all three parties have signed the Transfer Form and, unless it ends earlier under this clause 9, ends automatically on the later of the end of the Verification Period and the date any error notified under clause 7.2 has been corrected under clause 7.3.
- 9.2. **Lapse:** If the Data Transfer has not been completed within 2 months after the Transfer Date, this Agreement ends automatically at the end of that period, unless the parties agree in writing to extend it.
- 9.3. **Termination:** Either the Transferring Customer or the Receiving Customer may terminate this Agreement with immediate effect by written notice to the other parties

at any time before TaxLab begins the Data Transfer. TaxLab may terminate this Agreement with immediate effect by written notice to the other parties if, before the Completion Notice is given, either customer's Terms of Use terminates or expires, a suspension under clause 3.5 or a matter under clause 5.6 is not resolved within a reasonable period, or TaxLab reasonably determines that performing or continuing the Data Transfer poses a data privacy, security, or legal risk or would put TaxLab in breach of any law or the Tax Office Conditions.

- 9.4. **Survival:** Clauses 4, 6, 8, and 10 survive the end or termination of this Agreement, together with those clauses that by their nature should survive. The end or termination of this Agreement does not affect any claim arising before that date.

10. General

- 10.1. **Relationship with the Terms of Use:** This Agreement supplements the Terms of Use and, together with the Terms of Use, constitutes the entire agreement between the parties in relation to the Data Transfer. If there is any inconsistency, this Agreement will prevail in relation to the Data Transfer.
- 10.2. **Incorporated terms:** Clause 9 (Confidentiality), clause 13 (Disputes), clause 14 (Force Majeure), and clause 15 (General) of the Terms of Use, as in force on the date the last party signs the Transfer Form, apply to this Agreement, with all necessary changes, as if set out in full, except that: (a) this Agreement may only be varied by written agreement signed by all three parties (and clause 15.6 of the Terms of Use does not apply); (b) no party may assign or transfer this Agreement without the prior written consent of the other parties (and clause 15.7 of the Terms of Use does not apply); and (c) clause 15.1 of the Terms of Use does not apply, and clause 10.1 of this Agreement applies instead. TaxLab will treat the terms of this Agreement and the parties' related discussions as Confidential Information of the customers under clause 9 of the Terms of Use, and this Agreement is governed by the law, and subject to the jurisdiction, determined under clause 15.10 of the Terms of Use by reference to the signing TaxLab company identified in the Transfer Form.
- 10.3. **Notices:** Notices under this Agreement (including the Completion Notice and any error or misdirection notice) will be given, and deemed received, in accordance with clauses 15.8 and 15.9 of the Terms of Use — to each customer at the email address specified in the Transfer Form, and to TaxLab at legal@taxlab.online.
- 10.4. **Counterparts:** The Transfer Form may be signed in counterparts (including by electronic signature).