

**INTUIT TERMS OF SERVICE FOR
QUICKBOOKS ONLINE, QUICKBOOKS ONLINE ACCOUNTANT, QUICKBOOKS SELF EMPLOYED
AND PAYROLL SERVICES FOR QUICKBOOKS ONLINE CANADA**

Thank you for selecting the Services offered by Intuit Canada ULC and/or its subsidiaries and affiliates (referred to as "Intuit", "we", "our", or "us"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between you and Intuit. By clicking "I Agree," indicating acceptance electronically, or by, installing, accessing or using the Services, you agree to this Agreement. If you do not agree to this Agreement, then you may not use the Services.

Section A

GENERAL TERMS

1. AGREEMENT

This Agreement describes the terms governing your use of the Intuit online services provided to you on this website, including Content (defined below), updates and new releases (collectively, the "Services"). This Agreement includes by reference:

- Intuit's Privacy Statement provided to you in the Services and available on the website for the Services or provided to you otherwise.
- Additional terms and conditions, which may include those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, etc.

2. YOUR RIGHTS TO USE THE SERVICES

2.1 The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by Intuit. Intuit reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, Intuit grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.

2.2 You agree not to use, nor permit any third party to use, the Services in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give any part of the Services to any third party.
- Reproduce, modify, copy, sell, trade, lease, rent or resell the Services.
- Decompile, disassemble, or reverse engineer the Services.
- Make the Services available on any file-sharing or application hosting service.

3. PAYMENT. For Services offered on a payment or subscription basis, the following terms apply, unless Intuit or its third party affiliate notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

- a. Payments will be billed to you in Canadian dollars, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.
- b. You must pay with one of the following:
 1. A valid credit card acceptable to Intuit;
 2. A valid debit card acceptable to Intuit;
 3. Sufficient funds in a chequing or savings account to cover an electronic debit of the payment due;or
 4. By another payment option Intuit provides to you in writing.
- c. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.
- d. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of the Services, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
- e. Intuit will automatically renew your monthly, quarterly, or annual Services at the then-current rates, unless the Services subscription is cancelled or terminated under this Agreement.
- f. Additional cancellation or renewal terms may be provided to you on the website for the Services.

4. USE WITH YOUR MOBILE DEVICE

Use of these Services may be available through a compatible mobile device, Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

INTUIT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
- (ii) ANY LOSS, DAMAGE OR SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
- (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

5. YOUR PERSONAL INFORMATION. You can view Intuit's Privacy Statement provided with the Services and on the website for the Services. You agree to the applicable Intuit Privacy Statement and any changes published by Intuit. You agree that Intuit may use and maintain your personal information according to the Intuit Privacy Statement, as part of the Services. This means that Intuit may use your personal information to improve the Services or to design promotions and to develop new products or services. Intuit is a global company and may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

6. CONTENT AND USE OF THE SERVICES

6.1 Responsibility for Content and Use of the Services.

a. Content includes any data, information, materials, text, graphics, images, music, software, audio, video, works of authorship of any kind, that are uploaded, transmitted, posted, generated, stored or otherwise made available through the Services ("Content"), which will include without limitation any Content that account holders (including you) provide through your use of the Services. By making your Content available through your use of the Services, you grant Intuit a worldwide, royalty-free, non-exclusive license to host and use your Content. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. Intuit is not responsible for any of your Content that you submit through the Services.

b. You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in, promote or transmit any of the following:

- i. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation that which is excessively violent, incites or threatens violence, encourages "flaming" others or criminal or civil liability under any local, provincial, federal or foreign law;
- ii. Content that would impersonate someone else or falsely represent your identity or qualifications, or that may constitute a breach of any individual's privacy; is illegally unfair or deceptive, or creates a safety or health risk to an individual or the public;
- iii. Except as permitted by Intuit in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or spamming or flooding;
- iv. Virus, Trojan horse, worm or other disruptive or harmful software or data; and
- v. Any Content that you do not own or have the right to use without permission from the intellectual property rights owners thereof.

6.2 Restricted Use of the Services.

a. You shall not, and shall not permit any users of the Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of Intuit or could subject Intuit to liability to third parties, including: (i) unauthorized access, monitoring, interference with, or use of the Services or third party accounts, data, computers, systems or networks; (ii) interference with others' use of the Services or any system or network, including mail bombing, broadcast or denial of service attacks; (iii) unauthorized collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting; (iv) viewing or other use of any Content that, in Intuit's opinion, is prohibited under this Agreement; (v) any other activity that places Intuit in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or (vi) attempting to probe, scan, penetrate or test the vulnerability of an Intuit system or network or to breach Intuit's security or authentication measures, whether by passive or intrusive techniques. Intuit reserves the right to not authorize and may terminate your use of the Services based on reasonable suspicion of your activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.

6.3 Community forums. The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public. Intuit does not support and is not responsible for the Content in these community forums. Please use respect when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which Intuit is not responsible.

6.4 Intuit may freely use feedback you provide. You agree that Intuit may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant Intuit a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to Intuit in any way.

6.5 Intuit may monitor Content. Intuit may, but has no obligation to, monitor access to or use of the Services or Content or to review or edit any Content for the purpose of operating the Services, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. We may disclose any information necessary to satisfy our legal obligations, protect Intuit or its customers, or operate the Services properly. Intuit, in its sole discretion, may refuse to post, remove, or refuse to remove, or disable any Content, in whole or in part, that is alleged to be, or that we consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

7. ADDITIONAL TERMS

7.1 Intuit does not give professional advice. Unless specifically included with the Services, Intuit is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

7.2 We may tell you about other Intuit Services. You may be offered other services, products, or promotions by Intuit ("Intuit Services"). Additional terms and conditions and fees may apply. With some Intuit Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant Intuit permission to use information about your business and experience to help us to provide the Intuit Services (including other products and services you might be interested in), to develop new products and services, and to enhance the Services.

7.3 Communications. Intuit may be required by law to send you communications about the Services or third party products. You agree that Intuit may send these communications to you via email or by posting them on our websites

7.4 You will manage your passwords and accept updates. You are responsible for securely managing your password(s) for the Services and to contact Intuit if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

8. DISCLAIMER OF WARRANTIES

8.1 IF YOU ARE A QUEBEC CONSUMER, THIS PROVISION IS NOT APPLICABLE TO YOU REFER TO SECTION 16. YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT, ITS AFFILIATES, AND ITS AND THEIR THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY "SUPPLIERS") DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR CONDITION THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OF CONTENT IN OR LINKED TO THE SERVICES. INTUIT AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES OR CONDITIONS DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES OR CONDITIONS ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER. SOME PROVINCES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM PROVINCE TO PROVINCE.

8.2 INTUIT, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

9. LIMITATION OF LIABILITY AND INDEMNITY. IF YOU ARE A QUEBEC CONSUMER, THIS PROVISION IS NOT APPLICABLE TO YOU REFER TO SECTION 16. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF INTUIT, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, INTUIT, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET INTUIT SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF INTUIT AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF INTUIT, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold Intuit and its Affiliates and Suppliers harmless from any and all claims, liability and expenses,

including reasonable legal fees and disbursements on a full indemnity basis, arising out of your use of the Services or breach of this Agreement, including third party claims (collectively referred to as "Claims"). Intuit reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Intuit in the defense of any Claims.

10. CHANGES. If you are a Quebec Consumer, this provision is not applicable to you refer to Section 16. We reserve the right to modify this Agreement, in our sole discretion, at any time, and the modifications will be effective when posted through the Services or on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. It is important that you review this Agreement whenever we modify it because your continued use of the Services indicates your agreement to the modifications.

11. TERMINATION. Intuit may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the Services, related or other Services, effective immediately, in whole or in part, if we determine that your use of the Services violates the Agreement, is improper or substantially exceeds or differs from normal use by other users, raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues, to protect the integrity or availability of the Services or systems and comply with applicable Intuit policy, if you no longer agree to receive electronic communications, or if your use of the Services conflicts with Intuit's interests or those of another user of the Services. Upon Intuit's notice that your use of the Services has been terminated you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect Intuit's rights to any payments due to it. Except for Consumers in Quebec, Intuit may terminate a free account at any time. If you are a Quebec Consumer refer to Section 16. Sections 2.2, 3 through 16 will survive and remain in effect even if the Agreement is terminated.

12. EXPORT RESTRICTIONS. You acknowledge that the Services, including the mobile application, and the underlying software is subject to restrictions and controls imposed by the Export and Import Permits Act (Canada) and regulations under the Export and Import Permits Act as well as the U.S. export controls regulations administered by the U.S. Department of Commerce (15 CFR, Chapter V and that you will comply with all applicable laws and regulations. You will not export or re-export any part of the Services, in violation of the Canadian and U.S. export administration laws and regulations, directly or indirectly. You further acknowledge that the underlying software may include technical data subject to such Canada and U.S. export regulations.

13. GOVERNING LAW. If you are a Quebec Consumer, this provision is not applicable to you refer to Section 16. The Province of Ontario and the federal laws of Canada govern this Agreement without regard to its conflicts of laws provisions. You agree to the exclusive jurisdiction of the Province of Ontario and the Courts of the Province of Ontario. Intuit does not represent that the Services are appropriate or available for use in all countries. You are accessing the Services on your own initiative and you are responsible for compliance with all applicable laws.

14. LANGUAGE. If you are a Quebec Consumer, this provision is not applicable to you refer to Section 16. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern.

15. GENERAL. This Agreement, including the Additional Terms below, is the entire agreement between you and Intuit regarding its subject matter and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You may not assign or transfer this Agreement to anyone without written approval of Intuit. However, Intuit may assign or transfer this Agreement without your consent to (a) an affiliate, (b) a company through a sale of assets by Intuit or (c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact Intuit via an email to: transfer_license@intuit.com.

16. PROVINCE SPECIFIC TERMS. These terms apply only to Consumers in the following province. In the event of a conflict or inconsistency between the terms of this Agreement and this Section 16, the terms of this Section 16 shall apply:

Quebec Consumers. If you are an individual residing in the Province of Quebec and you are not using the Services for the purposes of a business ("Québec Consumers"), the following terms apply to you:

Disclaimer of warranties. THE SOLE WARRANTY APPLICABLE TO THIS AGREEMENT AND THE SERVICES IS THE LEGAL WARRANTY PROVIDED UNDER THE *CIVIL CODE OF QUÉBEC* AND ANY WARRANTY PROVIDED FOR UNDER THE *CONSUMER PROTECTION ACT (QUÉBEC)*.

Limitation of liability and indemnity. SUBJECT TO APPLICABLE LAW, INTUIT AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET INTUIT SYSTEMS REQUIREMENTS.

Changes. The provisions relating to the Services, the price and payment terms for the Services, the party providing the Services, renewal and termination rights, and any provision of the Intuit Privacy Statement may be modified or amended upon thirty (30) days prior written notice setting out (i) the new clause or the amended clause and the clause as it read formerly, and (ii) the date of the coming into force of the such modification or amendment. If we do not allow you to maintain this Agreement

unamended, you will have the right to terminate this Agreement during the notice period.

Termination. Termination of this Agreement by Intuit without default by you is only effective upon sixty (60) days prior written notice.

Governing law. This Agreement shall be governed by the laws of the Province of Québec and the laws of Canada applicable therein. You agree to the exclusive jurisdiction of the Province of Quebec and the Courts of the Province of Quebec. You are accessing the Services on your own initiative and you are responsible for compliance with all applicable laws.

Language. This Agreement is available in both French and English language versions. The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

January 2017 (Canada)

B. ADDITIONAL TERMS AND CONDITIONS FOR QUICKBOOKS ONLINE, QUICKBOOKS ONLINE ACCOUNTANT, QUICKBOOKS SELF EMPLOYED AND PAYROLL SERVICES FOR QUICKBOOKS ONLINE CANADA

Your use of the following Services provided by Intuit are subject to the General Terms of Service above and these Additional Terms and Conditions. These Additional Terms and Conditions will prevail over any conflict or inconsistency with the General Terms of Service.

1. SERVICES.

If this Agreement is being entered into by a company or other legal entity, you represent that you have the authority to enter this Agreement to bind such entity and its affiliates to these terms and conditions as its authorized representative, in which case the terms "you" or "your" will refer to such entity and its affiliates as well as you. If the legal entity that you represent does not agree with these terms and conditions, you must not accept this Agreement, register, nor use or access the Services as an authorized representative. Each of the following products and services are referred to in this Agreement as a "Service" and together as the "Services":

- 1.1. **QuickBooks Online.** QuickBooks Online ("QBO") is an online solution for businesses to perform accounting and business tasks through an online account (each a "QBO Account"). Each QBO Account may only be used to support one business.
- 1.2. **QuickBooks Online Accountant.** QuickBooks Online Accountant ("QBOA") is an online solution for accountants, bookkeepers and other individuals or entities that provide accounting and other financial services to their clients. If you register for QBOA, you will be able to create and access new and existing QBO Accounts of your clients. QBOA also provides you with professional tools and access to our QuickBooks ProAdvisor Program, which is subject to separate terms and conditions.
- 1.3. **QuickBooks Self-Employed Service.** QuickBooks Self-Employed Service is a mobile application for the self-employed to manage and categorize their personal and business finances through a mobile account ("QBSE").
- 1.4. **Payroll.** The QuickBooks Payroll Subscription Service (the "Payroll Service") and QuickBooks Advanced Payroll powered by Wagepoint (a Third Party Product) are online payroll solutions for businesses.
- 1.5. **Modification to Services.** If you are a Quebec Consumer, this provision is not applicable to you refer to Section 16. We have the right, in our sole discretion, to revise, update, or otherwise modify the Services or alter your access to the Services; and for material changes, to the extent reasonably possible, we will provide you with reasonable notice either posted on the website hosting the Services or to the Administrator's (as defined below) email address. Note that we may modify the amount of storage space you have through the Services and the number of times (and the maximum duration for which) you may access the Services in a given period of time. In the event we need to maintain the security of the system or comply with any laws or regulations, we reserve the right to modify the Services immediately, and to provide the Administrator with electronic or written notice within thirty (30) days after any material modifications. You may reject any changes to the Services by discontinuing use of the Services to which such changes relate. Your continued use of the Services will constitute your acceptance of and agreement to such changes.

2. USERS.

- 2.1. **Types of Users.** The Services allow the following types of access and user rights: When you initially register for and create an account for a Service, you are, or an individual that you authorize is, the administrator ("Administrator"). Administrators may authorize additional individuals to access the Services through the same account ("Additional Users"). The number of Additional Users may be limited based upon the subscription you purchase. Additional Users may include, for example, your employees, accountant, contractors, agents, and clients. You may be referred to in this Agreement as "you", "your", or "User", or you may be referred to specifically in your applicable role as an Additional User or an Administrator. All Users will be required to accept this Agreement before accessing the Services. With respect to QBOA and QBSE or each QBO Account you access, you agree to these terms as an Administrator or an Additional User, as applicable. As any User of the Services, unless otherwise explicitly stated in this Agreement, all of these terms apply to you each time you access the Services.
- 2.2. **For Administrators.** As an Administrator, the following applies to you: Only Administrators may designate another individual as a replacement Administrator. You agree that Additional Users are Intuit customers, but that you are responsible for your Additional Users' access to the Services. Depending on the types of access rights you grant to

Additional Users, Additional Users may be able to delete, copy, or view the Content and data accessible in your account and add charges to the subscription. As Administrator, you are responsible for the access to the Services you grant to Additional Users. If you choose to close or terminate your access to a Service, Additional Users will no longer be able to access such Service or any of the Content within such Service. You agree to provide sufficient notice to Additional Users of your desire to terminate access to the Services before taking such actions. A violation of any terms of this Agreement by an Additional User may result in the termination of an Administrator's or any Additional User's access to the Services.

2.3. For Additional Users. As an Additional User, the following applies to you: When you register to access an account for which you are not an Administrator, you understand that you are accessing the Service as an Additional User and you may not have the same level of access or the same rights as an Administrator. Depending on the types of rights you are granted by the Administrator, you may be able to delete, copy, or view other User's Content and data. Please make sure that you have an agreement with the Administrator about your role and rights. If an Administrator chooses to close or terminate access to a Service, Additional Users will no longer be able to access such Service or any of the Content within such Service. As an Additional User, you understand that if you violate this Agreement, your access to our Services may be terminated, and we retain the right to also terminate access for any other Users of the same account.

3. SUBSCRIPTION.

3.1. Payment for Services. The Services are licensed on a monthly or yearly subscription basis to the User that pays for the Service. As the Administrator, you may choose whether you or another User pays for the license. Please review all of the details of the subscription that you purchase; some subscriptions provide access to one Service and others provide access to more than one Service.

3.2. Subscription Cancellation. The Administrator may notify us if he or she wants to cancel the subscription prior the beginning of the new subscription period. In the event that Intuit is unable to charge a User's chosen payment method in accordance with this Agreement, we may terminate this Agreement and access to the Services immediately, without notice. If you stop using the Services, Intuit has fulfilled your subscription term. Fees for the Services are not eligible for any proration of unused subscriptions or refunds, even if access to the Services is cancelled or terminated. After your access to the Services is terminated, you may no longer have access to any of the data or Content in the Services. We suggest you retain your own copies of any data or Content that you may need as Intuit is not responsible for providing you with access to your Content or the Services after any cancellation or termination of this Agreement.

4. ACCOUNT FEATURES.

4.1. Trial Version. If you registered for a trial use of the Services, you will have access to the Services for the specified period of the trial ("**Trial Period**"). You must decide to purchase a license to the Services within the Trial Period in order to retain access to any Content provided or created during the Trial Period. If you do not purchase a license to the Services by the end of the Trial Period, you will not be able to access or retrieve any of the Content you added to or created with the Services during the trial.

4.2. Beta Features. From time to time, we may include new or updated beta features in the Services ("**Beta Features**"). Beta Features may have associated fees, which will be disclosed to you at the time you choose to use the Beta Features. We understand that your use of any Beta Feature is voluntary. You understand that once you use a Beta Feature, you may be unable to revert to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the prior non-beta version. Except as prohibited by law, the Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. Unless you are a Quebec Consumer as defined in Section 16 above, you acknowledge and agree that all use of any Beta Feature is at your sole risk.

5. DATA.

5.1. Personal Data. If you are providing data to us that is not your personal information, you agree that you have either provided the owner of such personal information notice or received permission from the owner of such personal data, as required by applicable law, for us to: (a) use or disclose the data in accordance with the Intuit Privacy Statement, (b) move the data outside of the country of residence of such owner of the personal data, if applicable, (c) provide the data to Third Party Products that you approve, and (d) otherwise use and disclose the data in accordance with this Agreement. You acknowledge and agree that Intuit may provide data in your account to any Additional Users to which that data is applicable or personal.

5.2. Public Content. As a User you may have the opportunity to share your data, Content, or ways in which you aggregate data ("**Account Content**") with other Users, other Intuit customers, and other third parties. When sharing any Account Content, you agree not to share any confidential information. If you have the option of accessing another User's Account Content, you understand and agree that the Account Content is being provided by the User, and not Intuit, for information and guidance purposes only, and Intuit and such User are not responsible in any way for your use of the Account Content.

5.3. Telephone numbers. You may provide us with your telephone number as part of your customer record or registration. You agree that Intuit may send automated text messages and auto-dialed messages to the telephone number you provide for certain limited purposes, including: verifying your identity, providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services.

6. OTHER PRODUCTS AND SERVICES.

6.1. Third Party Products. By using these Services, you agree that we may market to you or offer you access to products or services from third parties ("**Third Party Products**"). If you decide to use or access any Third Party Products, you

agree that you are solely responsible for your relationship with the provider of the product. Intuit is not affiliated with Third Party Products and does not endorse or recommend any Third Party Products. Except as prohibited by law, you agree that the providers of the Third Party Products, and not Intuit, are solely responsible for their own actions or inactions, and Intuit is not liable for any damages, claims or liabilities arising out of or related to any Third Party Products. You agree that you will (a) review and comply with all Third Party Product terms and conditions, and (b) not use the Third Party Product in any manner that would infringe or violate the rights of Intuit or any other party or in furtherance of criminal, fraudulent or other unlawful activity.

6.2. Data Transfer Service.

- (a) We may provide you with the opportunity to transfer your data and Content from the Services to certain supported online Third Party Products or other online Intuit services (the “**Ancillary Services**”) that you sign up for or use in connection with the Services (the “**Data Transfer Service**”). You may need to be an active subscriber of the Third Party Product or Ancillary Services to use the Data Transfer Service. In order to access a Third Party Product or an Ancillary Service on your behalf to provide the Data Transfer Service, you may need to provide us with your account number, password, security questions and answers, and any other necessary log in information from time to time (“**Login Details**”). We will maintain your Login Details in encrypted form, and will only use them in connection with the Data Transfer Service or otherwise at your direction. You hereby represent that you have the authority to provide the Login Details to Intuit and you expressly appoint Intuit as your, or the third party who owns the Login Details’, agent with limited power of attorney to access any Third Party Products or Ancillary Services on your behalf. With respect to each Data Transfer Service, you grant Intuit the right to transfer data to the Third Party Product or Ancillary Service, and to reformat and manipulate the data as reasonably necessary for the data to function with such product or service. After the transfer occurs, the original data and Content will remain in the Services unless we disclose to you otherwise.
- (b) You agree that you will (a) review and comply with all Third Party Product or Ancillary Service terms and conditions before you access the Data Transfer Service, and (b) not use the Data Transfer Service in any manner that would infringe or violate the rights of Intuit or any other party, or in furtherance of criminal, fraudulent or other unlawful activity. Depending on the Third Party Product or Ancillary Service you choose, you further agree and acknowledge that your data, including your personal information, may be transferred through the Data Transfer Service to another country where security and privacy controls may not be adequate for data protection. We do not guarantee that you will be able to use the Data Transfer Service with any specific products or services. You will only have access to the Data Transfer Services during the period for which you have paid for a subscription. Third Party Products may make changes to their websites, with or without notice to us, that may prevent or delay the overall performance of the Data Transfer Service.

6.3. Data Receipt Service.

- (a) We may provide you with the opportunity to transfer certain data from a Third Party Product or an Ancillary Service to these Services (the “**Data Receipt Service**”). You may need to be an active subscriber of the Third Party Product or Ancillary Services to use the Data Receipt Service. In order to access a Third Party Product or an Ancillary Service on your behalf, you may need to provide us with your Login Details. We will maintain your Login Details in encrypted form, and will only use them in connection with the Data Receipt Service or otherwise at your direction. You hereby represent that you have the authority to provide the Login Details to Intuit and you expressly appoint Intuit as your, or the third party who owns the Login Details’, agent with limited power of attorney to access any Third Party Products or Ancillary Services and retrieve data on your behalf. With respect to each Data Receipt Service, you grant Intuit the right to transfer data to the Services, and to reformat and manipulate your data as reasonably necessary for the data to function with the Services. After the transfer occurs, your original data and Content may not remain in the Third Party Product or the Ancillary Services; please review the terms of those products and services to confirm.
- (b) You agree that you will (i) review and comply with all Third Party Product and Ancillary Service terms and conditions before you access the Data Receipt Services, and (ii) not use the Data Receipt Services in any manner that would infringe or violate the rights of Intuit or any other party, or in furtherance of criminal, fraudulent or other unlawful activity. In the event that any Third Party Product charges for access to data, you agree that you are responsible for any fees due and owing. You agree that the providers of the Third Party Products, and not Intuit, are solely responsible for their own actions or inactions. Intuit is not liable for any damages, claims or liabilities arising out of or related to any Third Party Products.
- (c) We do not guarantee that you will be able to use the Data Receipt Service with any specific products or services. You will only have access to the Data Receipt Services during the period for which you have paid for a subscription. Third Party Products may make changes to their websites, with or without notice to us, that may prevent or delay aggregation of data or the overall performance of the Data Receipt Service. Your most recent data from a Third Party Product or Ancillary Service may not always be available in the Services. Any data obtained through the Data Receipt Service will be made available in the Services, and will be subject to the terms and conditions of this Agreement, including our Privacy Policy.

6.4. Third Party Code. The Services use PDF Tron technology (“**Third Party Code**”), which is subject to the following additional license terms. You agree that you (a) will use the Third Party Code only as an integral component of the Services; (b) will not use the Third Party Code for development, compilation, debugging and similar design-time purposes; (c) will not reverse-compile or decompile, analyze, reverse-engineer, reverse-assemble or disassemble, unlock or otherwise attempt to discover the source code or underlying algorithms of the Third Party Code or attempt to do any of the foregoing in relation to the object code of the Third Party Code; and (iv) will not modify, adapt, translate or create any derivative works of the Third Party Code or merge the Third Party Code into any other software.

6.5. Service Providers. We may use third parties in the operation of our Services or to perform any of our obligations in this Agreement (each a “**Service Provider**”). In order for our Service Providers to be able to provide you with certain

aspects of the Services, we may share a limited amount of your data or Content with such Service Provider. Our agreements with Service Providers outline the appropriate use and handling of this information and prohibit the Service Provider from using any of your information for purposes unrelated to the Services.

7. **NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR.** NEITHER INTUIT NOR THE SERVICES ARE INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. INTUIT IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The Services are intended only to assist you in your general financial organization and decision-making. Your personal financial situation is unique, and any information and advice obtained through the Services may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstance.

8. **ONLINE NOTIFICATION AND DISCLAIMER**

8.1 Intuit will provide you with account-related notifications due to inaction on your account, confirmation of information and reminders to categorize your transactions. These notifications will be sent to the email address you have provided as your primary email address when you register for the Services. Anyone with access to your email will be able to view the content of these notifications.

8.2 You understand and agree that any notifications provided to you through the Services may be delayed or prevented by a variety of factors. Intuit does its best to provide notifications in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any notification. You also agree that Intuit shall not be liable for any delays, failure to deliver, or misdirected delivery of any notification; for any errors in the content of a notification; or for any actions taken or not taken by you in reliance on a notification.

9. **COMMUNICATION SERVICES.** We may provide you with the opportunity to communicate with other Users within the Services, or with other third parties through the Services ("**Communication Services**"). You may choose whether or not you would like to use the Communication Services. You agree that you have received permission to communicate with any third parties who are not Users through the Communication Services, and that such third parties have agreed to Intuit's use and disclosure of data available in the Communication Services in accordance with this Agreement. Users who you communicate with may have access in the future to the data provided through the Communication Services, and you may not have the ability to restrict that access. Intuit's systems may extract certain data (e.g., numbers, names, or attachments) from the Communication Services and provide it to you in other parts of the Services.

10. **PAYROLL SERVICES.** If you elect to enroll in our Payroll Services, the following additional terms apply.

10.1. **Users.**

- (a) User. These terms apply to all Payroll Service users, including Additional Client Users as described below.
 - (i) You represent that you have obtained appropriate consent from all employees to provide Intuit with their personal information for the purposes of Intuit providing the Payroll Services.
 - (ii) You represent that none of your clients or your employees as Users of the Payroll Services appear on any Canadian economic, blocking and anti-blocking legislation, and export and import permit legislation sanctions lists.
- (b) Additional Client User. You may use Payroll Services for your own business or for the benefit of your clients as Additional Users (each an "**Additional Client User**"). If you are using Payroll Services as the agent of your Additional Client Users, you warrant that you have obtained all necessary and proper rights, consents and authorizations from your client to:
 - (i) act as its agent in authorizing and using Payroll Services on your client's behalf, and accept all liability arising from using Payroll Services as your client's agent;
 - (ii) allow Intuit to provide the Payroll Services and to issue Payments and to take such other action as may be necessary from time to time in connection with the Payroll Services; and
 - (iii) if needed at any time, debit funds from your employee's bank account related to direct deposits through the Payroll Services. In such circumstances, you may be required to provide us: (a) your employee's written authorization and signature on a form provided by Intuit, with any other information requested on the form; and (b) your representation that you have verified your employee's identity in connection with the debit.

10.2. **General Terms.**

- (a) **Subscription Payroll Services, Restrictions, and Responsibility for Payment.**
 - (i) You must purchase a separate Payroll Service subscription for your own business and each Additional Client User you support. Please review all of the details of the Payroll Service subscription that you purchase; each subscription type is distinct and will provide access to different features.
 - (ii) When you enroll in a Payroll Service subscription and pay the applicable fees, Intuit grants you a limited non-exclusive license to use the Payroll Service subscription in Canada. Your use of Payroll Services: (a) is governed by the latest version of the terms and conditions for Payroll Services, and (b) constitutes your acceptance of those terms and conditions. You acknowledge and agree that Intuit cannot represent you in tax matters or, except as authorized by Section 10.3, file and pay taxes on your behalf.
 - (iii) You are responsible for payment of all fees and amounts: (a) due for each Payroll Service subscription, or (b) payable to any 3rd party on your behalf as agreed by a Payroll Service subscription, including those

arising from or related to Additional Client Users subscriptions. You may have the option of causing an Additional Client User to be liable for any fees and amounts payable, if you: (x) give the Additional Client User access to the Payroll Service, **and** (y) require the Additional Client User to sign into the Payroll Service subscription, create a username and password, and agree to this Agreement. Intuit will have no responsibility for requesting that any Additional Client User sign into the Service or agree to this Agreement. You acknowledge and agree that if an Additional Client User does not accept this Agreement or if Intuit is not able to collect amounts from an Additional Client User for any reason, you, as the service provider, are responsible for paying Intuit all amounts owed by the Additional Client User. We reserve all rights, including termination of this Agreement for you or any/all Additional Client Users, discontinuation of Payroll Services, in whole or in part in our sole discretion, and avail ourselves of any other available remedy. This Section will, to the extent applicable, survive the termination of this Agreement.

(b) **Authorization and Agreement for Direct Payments (PADs).**

- (i) You acknowledge and agree that: (a) most Payroll Service Payments, as defined below, will go through Payments Canada ("PC"), (b) all Payroll Service Payments are governed by the PC Rules, and (c) your PC transactions will comply with applicable Canada law. You agree to hold harmless, indemnify, and defend Intuit and the bank in connection with all of your PC transactions, including legal fees and disbursements on a solicitor and own client basis, including without limitation, claims resulting from incorrect information being supplied by you.
- (ii) By using the Payroll Service, you authorize us to initiate electronic withdrawals from your bank account to fund Direct Deposits and/or Payroll Tax Payments, as applicable, (each term defined separately below and referred to collectively as "**Payroll Service Payments**"), although under certain circumstances we may use wire drawdown requests or other funding methods ("**Debits**"). Debits will also be initiated to pay fees for Payroll Services, special processing, any sales, use or other taxes payable on Payroll Services, and for adjustments to these various amounts. In furtherance of this, you hereby authorize Intuit and our sponsor banks to draw preauthorized Debits (PADs) on Your Account for the purpose of allowing Intuit to (i) make all Payments in the amounts submitted for your payroll direct deposits on each payroll processing date and submission of Payment information by you shall constitute Intuit's authority to Debit Your Account for the Payments on the applicable processing date; and (ii) receive payment of all amounts due and owing to Intuit by you for the Payroll Services, including NSF fees, reversal fees and special processing fees and other fees in respect of the Payroll Services at the times and in the amounts as set out in this Agreement; and (iii) at each Payroll Renewal Term, receive payment of the then-current subscription rate to maintain the Payroll Service. This authorization will remain in full force and effect until Intuit has received written notification from you of its termination in such time and in such manner as to afford Intuit and the depository financial institution that holds Your Account a reasonable opportunity to act on it. In no event shall Intuit be liable to you for any loss or damage suffered as a result of the failure of a financial institution to process properly, or on a timely basis, information provided by Intuit and you agree that Intuit shall not incur any liability for any loss, costs, or fees incurred by you that are the result of such Debits by us. You agree that if any Debits drawn under this Authorization are dishonoured for any reason, then Intuit shall be entitled to initiate another debit in substitution for the dishonoured debit until the debit is honoured and to initiate a separate debit to cover any NSF fee or dishonoured payment fees. This Authorization is to remain in effect until Intuit has received written confirmation from you of its change or termination. You confirm that the Debits authorized pursuant to this Authorization are for business purposes. This Authorization can be cancelled at any time upon notice provided by you. You acknowledge that in order to revoke this Authorization, you must provide Intuit written notification at Intuit Canada ULC, attn.: QBO Payroll Care, 5100 Spectrum Way, Mississauga ON, L4W 5S2, Canada at least twenty (20) business days before the next debit is scheduled; however, you remain obligated to pay Intuit all amounts due and owing under this Agreement. To obtain a sample cancellation form, or for more information on the right to cancel this Authorization, you may contact your financial institution or visit www.cdnpay.ca. You have certain recourse rights if any debit does not comply with this Authorization. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authorization. To obtain more information on recourse rights, you may contact your financial institution or visit www.cdnpay.ca. You acknowledge that you understand the terms hereof and accept and agree to participate in this Authorization arrangement with Intuit. You acknowledge that Intuit may assign this Authorization, whether directly or indirectly, including by operation of law, by providing at least 10 days prior written notice to you. **You hereby waive the right to receive any notice, written or otherwise from Intuit of the amount to be debited to Your Account and the date(s) on which such debits are to be processed, as well as notice of any and all future changes to amounts or payment dates.**
- (iii) You authorize and direct the institution that holds the demand deposit account used in conjunction with Payroll Services or any other account you identify when using the Payroll Services in the future ("**Your Account**") to: (a) charge each Payment Service Payment and/or Debit to Your Account and pay that amount to us, and (b) respond to our inquiries regarding Your Account. You agree that Your Account is a demand deposit account located in Canada, and that all Payroll Service Payments will be to accounts located in Canada. You agree that you will not use the Payroll Service to make any transactions that require International ACH Transaction reporting.
- (iv) **Bank Verification.** Prior to processing any Payroll Service Payment, we may verify Your Account information. The verification process may include sending you texts, voice calls, or automated/pre-recorded voice calls. If you provided your mobile phone number to us, you agree we may send such communications to that number. You agree that as part of the verification process we may: (i) verify Your

Account information by debiting between \$0.01 and \$1.00 from Your Account, then crediting the same amount back to Your Account, and requesting you to verify the amount debited and credited, and/or (ii) verify Your Account using your login credentials to your financial institution and we may also ask you questions pertaining to your bank balance and/ or recent credit/ debit transactions. You agree to input your login credentials through an online portal provided by Intuit as part of this verification process. Failure to successfully verify the micro debits and/or credits and/or log in to your bank or financial institution within the time specified by Intuit will result in the inability to process Payroll Service Payments. Intuit will only use this verification process to screen for fraud and will not otherwise debit Your Account, except for your use of Payroll Services. You hereby grant Intuit a limited power of attorney to initiate the actions in this Section as part of the bank verification process.

- (v) You authorize us to: (a) initiate transactions with Your Account to collect Payroll Service Payments and/or pay any fees related to Payroll Services, (b) reinstate, or initiate a new Debit to your bank account if any Debit is returned for insufficient funds or uncollected funds, (c) credit Your Account when necessary, at our sole discretion, for any refund or credit amount due to you, and/or (d) to send Payroll Service Payments, electronically or by any other commercially accepted method, to the appropriate financial institution(s) or taxing authority. If Intuit tells you that an account number or other information concerning your Payroll Service Payments has changed, you must use this corrected information in the future to initiate Payroll Service Payments.
 - (vi) We may: (a) establish security limits on Payroll Service Payments, such as a maximum number or dollar amount, (b) change security limits from time to time without disclosing such changes, and (c) refuse to process your Payroll Service Payments if we reasonably believe Your Account balance is insufficient to cover the amounts due or for any other reason we deem reasonable.
 - (vii) This PAD authorization will remain in full force and effect until we receive your written notification of termination in such time and manner as to afford Intuit and the depository financial institution that holds Your Account a reasonable opportunity to act on your termination notice.
 - (viii) If any amount payable by you is dishonored or returned for any reason, such as, but not limited to, non-sufficient funds, account closed, inability to locate account, or reversal by you and/or your financial institution, Intuit may: (a) reverse any corresponding credit issued to Intuit, you, your employees or any other party without liability to you or any other party, (b) reverse Direct Deposits, (c) refuse to perform further Payroll Services, (d) apply any money currently held by Intuit to any amount owed to Intuit by you, (e) charge you a one-time insufficient funds fee for each occurrence, (f) report this information to any and all credit agencies and/or financial institutions, and/or (g) immediately terminate this Agreement. Intuit may assess and collect interest at the rate of one and one-half percent (1.5%) per month (18% per annum) on any amounts owing and unpaid ten (10) days after demand. If further collection attempts are required, all collections costs will be charged to you, including but not limited to any costs associated with termination of this Agreement, and legal fees and disbursements on a solicitor and own client basis, where permitted by law.
- (c) **Electronic Signatures.** As part of Payroll Services, we may require you to provide your electronic signature to certain forms or documents required by Intuit or provincial/federal agencies. Required forms vary depending on your subscription, business, and/or location. Your signature on these forms is required to use Payroll Services. By using Payroll Services, you acknowledge that you have read the content of the forms, and hereby authorize us to apply your electronic signature or a rendition of your signature to all required forms. Copies of signed forms will be provided to you. Your signature will be effective as of the date of your acceptance of these terms authorizing application of your signature to all specified form(s). If you revoke your permission for us to use your electronic signature, the Service will terminate.
 - (d) **Credit Review.** Periodically Intuit may review your use of Payroll Services, your credit status, credit or similar reports on your business and its principals, or other factors, including submitting your information to third parties such as your financial institution, credit reporting agencies and/or other agencies to validate your identity and/or credit history. Intuit may terminate your use of Payroll Services after such a review.
 - (e) **Default.** If you: (i) default in the payment of any sum of money hereunder, (ii) default in the performance of any other obligations under this Agreement, or (iii) commit an act of bankruptcy or become the subject of any proceeding under the *Bankruptcy and Insolvency Act* (Canada) or become insolvent, or if any substantial portion of your property becomes subject to levy, seizure, assignment, application for sale for or by any creditor or governmental agency, then, in any such event, Intuit, at its option, may, upon written notice thereof, (a) terminate the Agreement, (b) declare all amounts due as immediately due and payable, and/or (c) require you to deposit with Intuit an amount equal to the 12 month average monthly or annual processing charges to prepay for any future processing.
 - (f) **No Liability.** Intuit will not be liable for any penalty, interest or other liability that results from inaccurate or incomplete information you supply. In the event that Intuit becomes aware of any tax agency information that is inaccurate, Intuit reserves the right to input the correct information. ***Intuit will not be liable in any way if Payroll Services cannot be performed completely or accurately because of anything not reasonably within our control, including problems with the Internet or inaccurate or incomplete information you provide to us. If any Intuit error occurs in performing Payroll Services, our only responsibility will be to make the correct payment or file the correct report and pay any resulting tax interest or penalty. In no event will we be liable for any indirect, special or consequential damages. If these remedies fail of their essential purpose, Intuit's maximum liability will equal the fees you have paid to Intuit for the applicable Service subscription.***

10.3. Direct Deposit. In order to access the Direct Deposit service you must have a current subscription to a Payroll Service

subscription offering Direct Deposit services. "Direct Deposit" is defined as the deposit of money by you into a payroll payee's bank account.

- (a) **Activation.** Direct Deposit services will begin after Intuit receives and processes any information we request as part of your enrollment, including any credit, debit or banking information. The information you provide must be accurate and complete, to begin performing Payroll Services for you.
- (b) **Use and Restrictions.**
 - (i) You may send us requests to process and send payments to your employees for their work during an applicable work period ("**Payroll Payments**"). When you request Payroll Payments you will receive confirmation when the request is received. However, we do not verify your payroll information including but not limited to time entries, pay rates, or employee banking details, and a confirmation does not mean that your submission of Payroll Payments were error-free. If errors are detected later we may be unable to complete the submission of your Payroll Payments. We will make reasonable efforts to tell you if we cannot complete your Payroll Payments. Payroll Payments taking place after certain processing deadlines may be considered to occur on the next business banking day. Special processing fees may apply to some Payroll Payments, and optional special processing requests may be available as part of the Direct Deposit service for an additional charge.
 - (ii) Direct Deposit service does not include: (a) furnishing paychecks or notice of deductions or direct deposit to employees, or (b) processing of non-tax-related withholdings, including but not limited to: wage garnishments, retirement account contributions, or insurance premiums.
 - (iii) For certain jurisdictions, the Service may not: (a) include processing of local taxes or taxes not deducted as part of payroll, or (b) be available to employers with employees in certain provinces.
 - (iv) There may be restrictions on the number of employees for whom payroll can be processed.
- (c) **User Responsibilities.** Debits will be charged to Your Account up to five (5) business banking days before the pay date of the applicable payroll and you must have sufficient funds in Your Account to fulfill your Payroll Payments on that date. After that, no interest or earnings will accrue to you and Intuit will hold the money until the Payroll Payments are made. Once your Payroll Payments are complete and submitted you may cancel them until we send them to the PC network. You are responsible for verifying that all Payroll Payments have been received and are accurate. You must keep any payroll, tax or other records you need for reference, even though we may have information about the Payroll Payments in our files.
- (d) **Representations and Warranties.** You represent and warrant to Intuit that: (i) you have received authorization from each person or entity to allow you to make Payroll Payments and/or any necessary adjustments to their account(s), as appropriate, (ii) at the time any Payroll Payment is made you have no knowledge that the authorization has been revoked or terminated, and (iii) your Payroll Payments comply with applicable laws. In case of any reversing entry for a pay cheque direct deposit, you will obtain a PAD Authorization from the affected person before the entry is sent and provide proof of that PAD Authorization to Intuit if requested. You are responsible for maintaining employee authorizations, record retention, and any additional rules specified by the PC.

10.4. **Limited Power of Attorney.** You hereby grant Intuit a limited power of attorney to initiate any reasonably necessary actions on your behalf, as described in this Section 10, in order to provide you with the Direct Deposit services.

10.5. **Service Providers.** You acknowledge that Intuit outsources various services it provides in connection with the Payroll Services to affiliates and other service providers located outside of Canada. As such, you acknowledge that personal information (including personal information in respect of employees) may be processed outside of Canada and accordingly, subject to the legal requirements applicable in such foreign jurisdictions, for example, legal requirements to disclose information to government authorities in those jurisdictions and as such, the privacy protections applicable to personal information may not be the same as those available in Canada. In addition, you acknowledge that Intuit's ability to offer the Payroll Services as provided in this Agreement will depend upon the ability of Intuit's affiliates and service providers to perform services for Intuit which will, in turn, be subject to the laws of the foreign jurisdictions where those affiliates or service providers are located. You agree that in the event a service provider or affiliate cannot or will not provide any of the supporting services to Intuit by reason that the service provider or affiliate would, by doing so, be in violation of any law, rule or regulation applicable to it if it provides such a service (a "Critical Event"), Intuit will have no liability to you from any resulting consequences of a Critical Event including, without limitation, termination or disruption in the Payroll Services.

11. **APPLE REQUIREMENTS.** If you downloaded the Services from the Apple iTunes Store the following apply:

11.1. **Acknowledgement:** You acknowledge that this Agreement is between you and Intuit only, and not with Apple, and Intuit, not Apple, is solely responsible for the Services and the content thereof.

11.2. **Scope of License:** The license granted to you for the Services is a limited, non-transferable license to use the Services on an iOS product that you own or control and as permitted by the Usage Rules set forth in the Apple iTunes App Store Terms of Service.

11.3. **Maintenance and Support:** Intuit and not Apple is solely responsible for providing any maintenance and support services with respect to the Services. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.

11.4. **Warranty:** Intuit is solely responsible for any product warranties, whether express or implied by law, to the extent not

effectively disclaimed. In the event of any failure of the Services to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Services in the Apple iTunes App Store to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Intuit's sole responsibility, as between Intuit and Apple.

- 11.5. **Product Claims:** Intuit, not Apple, is responsible for addressing any user or third party claims relating to the Services or the user's possession and/or use of the Services, including, but not limited to: (a) product liability claims; (b) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- 11.6. **Intellectual Property Rights:** You acknowledge that, in the event of any third party claim that the Services or your possession and use of the Services infringes that third party's intellectual property rights Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- 11.7. **Legal Compliance:** You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- 11.8. **Developer Contact Info:** Direct any questions, complaints or claims to: Intuit Canada ULC, 5100 Spectrum Way Mississauga, Ontario L4W 5S2, Canada
- 11.9. **Third Party Beneficiary:** You acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.

January 2017