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#### 1. AGREEMENT

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  2. A valid debit card acceptable to Intuit;
  3. Sufficient funds in a checking or savings account to cover an electronic debit of the payment due; or
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Intuit is a global company and utilizes industry standard technology resources in multiple countries to maintain its high security standards. As such, some personal information, including information included in tax returns from Tax Year 2013 on, may be shared within Intuit and its subsidiaries and/or stored in countries outside of your country. If you were a TurboTax Canada customer before Tax Year 2013 and we still store your tax return(s), your tax return information for those previous years will continue to remain in Canada unless otherwise approved via your express consent. 'Tax return information' excludes non-personally identifiable information concerning your use of the Intuit tax products such as noting which screens you viewed.

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- b. Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;
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**9. CHANGES.** We reserve the right to change this Agreement at any time, and the changes will be effective when posted on our website for the Software or when we notify you by other means. We may also change or discontinue the Software, in whole or in part. Your continued use of the Software indicates your agreement to the changes.

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**11. EXPORT RESTRICTIONS.** You acknowledge that the Software is subject to restrictions and controls imposed by the Export and Import Permits Act (Canada) and regulations enacted under the Export and Import Permits Act as well as the U.S. export controls regulations administered by the U.S. Dept. of Commerce (15 CFR, Chapter VII) and that you will comply with all applicable laws and regulations. You will not export or re-export the Software, or portion thereof, directly or indirectly, in violation of the Canadian and U.S. export administration laws and regulations to any country or end user; or to any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this Software may include technical data subject to such Canada and U.S. export regulations.

**12. GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by The Province of Ontario and the federal laws of Canada without regard to its conflicts of laws provisions. To resolve any legal dispute arising from this Agreement, you and Intuit agree to the exclusive jurisdiction of the Province of Ontario. Intuit does not represent that the Software is appropriate or available for use in all countries. Intuit prohibits accessing materials from countries or states where contents are illegal. You are using the Software on your own initiative and you are responsible for compliance with all applicable laws.

**13. LANGUAGE.** Except in Quebec, 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. In Quebec, the French language version of this Agreement shall be equally authoritative. The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English as well as French. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais comme le français.

**14. GENERAL.** This Agreement, including Additional Terms below is the entire agreement between you and Intuit 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 cannot assign or transfer ownership of this Agreement to anyone without written approval of Intuit. However, Intuit may assign or transfer it 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.

**15. PROVINCE SPECIFIC TERMS.** These terms apply only to consumers in the following province. In the event of a conflict between the terms of this Agreement and this Section 15, the terms of this Section 15 shall apply:

**Quebec Consumers.** If you are a Québec Consumer, the following terms apply to you:

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

Modifications. 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 Privacy Statement may be modified or amended upon 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 60 days prior written notice.

Governing law. Any disputes arising out of or related to this Agreement or the Services shall be governed by the laws of Province of Québec and the laws of Canada applicable therein.

**October 2013 (Canada)**

**B. ADDITIONAL TERMS AND CONDITIONS FOR INTUIT QUICKBOOKS SOFTWARE (“SOFTWARE”).**

## 1. USE LIMITATIONS.

**IMPORTANT NOTICE. IF YOU ARE USING THE INTUIT SOFTWARE, THE FOLLOWING TERMS APPLY TO YOU IN ADDITION TO THE GENERAL END USER LICENSE AGREEMENT TERMS ABOVE. These Additional Terms and Conditions shall prevail over any conflict or inconsistency with the General End User License Agreement terms above. Capitalized terms not otherwise defined below have the meanings provided in the General End User License Agreement.**

### 1. Services and Support

1.1 In exchange for your continued compliance with this Agreement, and any modification to this Agreement made by Intuit in accordance with Sections A.9, you shall have access to the Software/Subscription in accordance with the following provisions:

(a) If you purchased the Subscription for the Software directly from Intuit, which generally means that you will be paying for your use of the Software on a monthly (or other periodic) basis, you shall receive as part of your basic Subscription, so long as Intuit is receiving the applicable payment from you : (i) access to the features of the Software subscribed to by you; (ii) Updates(which can include the Media Delivery Service, for an additional fee); and (iii) Additional Support, (iv) Version Protection, all as defined in Section B.1.2 below; and (iv) additional products, services and/or discounts when-and-if they should be made available to you. You must subscribe to the Subscription for a minimum of one (1) year, with the Subscription fees payable monthly by you (or on a different time basis upon agreement between Intuit and you). After one (1) year: (x) the Subscription is cancellable by you in accordance with this Agreement, and (y) you are considered to have purchased your license to the Software (with the exception of QuickBooks Accountant Edition and QuickBooks Enterprise Solutions), entitling you to updates to the Software in satisfaction with the terms of the Limited Warranty and Termination provisions, even if you cancel your subscription, however Version Protection will only be available for as long as you are an active, paying subscriber.

(b) If you purchased your license to the Software at retail or directly from Intuit, you shall receive: (i) access to the features of the Software; (ii) Additional Support; (iii) updates to the Software in satisfaction with the terms of the Termination provisions (which can include the Media (DVD) Delivery Service if you are under a subscription, for a small additional fee), Intuit's obligations under this Section B.1.1 are contingent upon you installing all updates and error corrections within thirty (30) days of their being provided to you by Intuit (or its Representatives).

1.2 Definitions. (a) Additional Support means the initial assistance made available by Intuit, through telephone and/or via the Software website, for a limited time period as specified on the Software packaging materials and/ or on the Software website. (b) Update, which is available to all Software license purchasers with an active subscription, means updates and error corrections made generally available to users of your specific edition of the Software, but not including new releases of the software. Users who have cancelled their subscription will only be entitled to updates under the terms of the Termination provisions. (c) Media Delivery Service means your right to request delivery by mail of any updates and error corrections (and new releases, if you have purchased the Support Service) on DVD. (d) Support Service means technical support and customer service provided by Intuit through various means such as in-product, Internet, chat, email or phone. Only active subscribers have access to the Support Service. Canceled or non-active subscribers will have to pay a fee to access the Support Service. (e) Version Protection means your right to new releases of the Software during any month (or other time period) in which you have paid for the Subscription. (The foregoing referred to collectively as the "Services").

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2.6.2 **Tax Tables** may be made available, in Intuit's sole discretion, to subscribers to the Payroll Subscription. Intuit grants you a limited non-exclusive license to use the Tax Table and related documentation only in connection with Payroll Subscription. You may only use or install the Tax Table updates on the computer(s) licensed to access the Software under this Agreement.

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(c) You may not assign/transfer your rights in and to QuickBooks Accountant Edition to any third party without Intuit's prior approval, which may be conditional upon the third party assignee/transferee agreeing to certain terms and conditions as determined by Intuit in its sole discretion.

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