

INTUIT TERMS OF SERVICE TURBOTAX FREE SERVICES AND MOBILE APPLICATION

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 accepting electronically (for example, clicking "I Agree"), installing, accessing or using the Services, you agree to these terms. If you do not agree to this Agreement, then you may not use the Services.

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, updates and new releases, (collectively, the "Services"). It includes by reference:

- Intuit's Privacy Statement Provided to you in the Software and available at <http://www.intuit.ca/about-intuit-canada/info/privacy-policy.jsp> 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 or content 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, deconstruct, sell, trade or resell the Services.
- Make the Services available on any file-sharing or application hosting service.

3. USE WITH YOUR MOBILE DEVICE

If you use the Services on a mobile device it will require a compatible 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 OTHER 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.

4. 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 data according to the Intuit Privacy Statement, as part of the Services. You give Intuit permission to combine identifiable and non-identifiable

information you enter or upload for the Services with that of other users of the Services and/or other Intuit services. For example, this means that Intuit may use your and other users' non-identifiable, aggregated data to improve the Services or to design promotions and provide ways for you to compare business practices with other users.

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.

5. CONTENT

5.1 You are responsible for your content. You are responsible for all materials ("Content") uploaded, posted or stored through your use of the Services. You grant Intuit a worldwide, royalty-free, non-exclusive license to host and use any Content provided through your use of the Software. 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 the Content or data you submit through the Services.

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

- a. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
- b. Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;
- c. Except as permitted by Intuit in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
- d. Virus, trojan horse, worm or other disruptive or harmful software or data; and
- e. Any information, software or Content which is not legally yours and without permission from the copyright owner or intellectual property rights owner.

5.2 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. Please use respect when you interact with other users. Intuit does not support and is not responsible for the content in these community forums. 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.

5.3 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.

5.4 Intuit may monitor your Content. Intuit may, but has no obligation to, monitor content on the Services. 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, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

6. ADDITIONAL TERMS

6.1 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.

6.2 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 to you and to enhance the Services. You grant Intuit permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. You also grant Intuit permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

6.3 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

6.4 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.

7. DISCLAIMER OF WARRANTIES

7.1 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 THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR 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 DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES 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, 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.

7.2 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.

8. LIMITATION OF LIABILITY AND INDEMNITY. 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, 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 attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (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.

9. CHANGES. We reserve the right to change this Agreement at any time, and the changes will be effective when posted through the Services, 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. Your continued use of the Services indicates your agreement to the changes.

10. TERMINATION. Intuit may immediately, in its sole discretion and without notice terminate this Agreement or suspend the Services if you fail to comply with this Agreement or if you no longer agree to receive electronic communications. Upon termination 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. Intuit may terminate a free account at any time. Sections 2.2, 3 through 16 will survive and remain in effect even if the Agreement is terminated.

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. 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. 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.

13. GENERAL. This Agreement, including the 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. If you want to request a transfer of this Agreement, contact Intuit via an email to: transfer_license@intuit.com.

December 2015 (Canada)

B. SUPPLEMENTAL TERMS FOR TURBOTAX FREE SERVICES AND MOBILE APPLICATION ("Services")

Your use of the Services provided by Intuit are subject to the General Terms of Service above and the Additional Terms and Conditions below. These Additional Terms and Conditions shall prevail over any conflict or inconsistency with the General Terms of Service above. Capitalized terms not otherwise defined below have the meanings provided in the General Terms of Service.

1. LICENSE GRANT AND RESTRICTIONS.

1.1. License. You are hereby granted a limited, nonexclusive, nontransferable, revocable license to use the Services using your computer or mobile device, solely for the purpose of preparing and filing your 2015 personal income tax returns, where supported by the Services.

1.2 Number of Returns. You may use the Services to prepare a single return and spousal return, and after proper registration, to file such return(s) electronically or by printing and mailing to the CRA.

1.3. Additional Examples of Restrictions on Use. You may not use the Services to prepare tax returns, schedules or worksheets on a professional or commercial basis (i.e., for a preparer's or other fee).

2. FEES AND PAYMENT.

The TurboTax Free Services and mobile application are free. However, if you need to upgrade to a different version of TurboTax, fees may apply and prices are ultimately determined at time of print or NETFILE and are subject to change without notice. If you upgrade, you should confirm that the pricing for your use of the upgraded Services has not changed, particularly if some time has passed between the date you start your tax return and the date you finish and are ready to file or print and pay for it. The price for your use of any upgraded Service is established at the time you pay for it. Your price will not change once you pay for the upgraded Service.

You may be required to pay fees and charges to third parties in connection with your use of the Services. For example, your mobile phone service provider may impose charges for use of your mobile device in connection with the use of the Services, including fees for data transmissions and/or other charges. It is your responsibility to understand and pay for all such charges.

3. SERVICES.

3.1. Services. The term "Services" includes any Intuit tax preparation software or service made available through a third party or Intuit website. The Services may include functionality designed to read data from images of forms (for example T4) photographed using a mobile phone. This functionality may be limited to certain forms that the Services can read. If the form that you photograph and submit through the Services is not supported, you may need to manually enter your data. **You are responsible for authorizing and verifying the accuracy of the information that is imported through this feature, if offered.**

3.2. Data Import Services. The Services may include a feature that allows you to import, where applicable, certain information from certain third parties, including but not limited to: participating financial institutions, payroll processors, government agencies, personal financial software or business financial software. **You are responsible for authorizing and verifying the accuracy of the information that is imported.**

3.3 Electronic Filing Services. If you would like to file your tax return electronically, the Services may provide you with an opportunity to file electronically via One Click Netfile or Corporate Internet Filing (if applicable) with the Canada Revenue Agency ("CRA") (individually, a "tax authority" or together the "taxing authorities"). If you select this option, Intuit will send you a confirmation of the submission to the CRA after sending your tax return to the taxing authorities on your behalf. Intuit will store your tax file on our servers in accordance with our Privacy Policy. You are responsible for ensuring that your tax return is submitted to the proper taxing authority. Intuit does not guarantee that the taxing authority will accept your tax return. You are entirely responsible for verifying the status of your tax return to confirm that it has been received and accepted by the taxing authority and, if necessary, resubmitting it electronically or filing it manually.

3.4 Data Transfer to Other TurboTax Products. If you require additional features and functionality for your tax preparation, you may be able to transfer the data entered through the Services to Intuit's other TurboTax products. Such data may be transferred once only and you may be subject to different fees and terms included with the applicable TurboTax product. Once the data is accessed in the alternate TurboTax product, the data collected through the Service cannot be re-transferred.

3.5 Storage/Deletion of Your Tax Return File. Except to the extent required by applicable law, Intuit has no obligation to store or maintain any tax return files. However, in its sole discretion, Intuit may retain your tax return file during the term of this Agreement.

3.6 Availability of Services. Intuit is not responsible for the late filing of your tax return due to any discontinuation of, or interruption in, the TurboTax Free Services, and you acknowledge that you should file your tax return as early as possible to meet any filing deadlines. You acknowledge that the sole means to ensure that you have an up-to-date record of your tax return file is for you to print and/or download your tax

return file after making any modifications thereto. Intuit will not be responsible or liable for your failure to do so.

4. IF YOU USE WITH YOUR MOBILE DEVICE.

4.1 Use with your mobile device. Mobile access to the Services requires an authorized app and may not be available for all mobile devices or telecommunication providers. You will need to check the Services website to ensure your mobile device and telecommunications provider is compatible with TurboTax Free. Intuit is not obligated to provide a compatible version of the Services for all mobile devices or telecommunication providers, which are subject to change by Intuit at any time with reasonable notice to you.

4.2 Apple Requirements. If you downloaded the Services from the Apple iTunes App Store, the following terms also apply to you:

A. 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.

B. 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.

C. 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.

D. 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 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.

E. 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: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

F. 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, Intuit, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

G. Legal Compliance: You represent and warrant that (i) 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 (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

H. Developer Contact Info: Direct any questions, complaints or claims to 5100 Spectrum Way, Mississauga, ON L4W 5S2. [JS1]

I. Third Party Terms of Agreement: You must comply with any applicable third party terms of agreement when using the Services, e.g., if you are using a VoIP application, then you must not be in violation of their wireless data service agreement when using the Services.

J. 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.

5. HELP AND SUPPORT.

Intuit may use a variety of methods (e.g., in-product, Internet) to provide technical support and customer service in connection with the Services. The terms and conditions governing the offering of this support, which may require the payment of an additional fee, are subject to change as announced by Intuit from time to time. Consult Search function within TurboTax Free for the most up-to-date information relating to this support and any associated charges.

6. GUARANTEE.

TurboTax Accurate Calculation Guarantee. Intuit works diligently to ensure the accuracy of the calculations on every form prepared using the Services. If you are a registered user using the most recent updated version available prior to filing your return and you pay a federal or provincial government penalty and/or interest solely because of a calculation error on a form prepared using the Services, and not as a result of, among other things: your failure to enter all required information accurately or your misuse of the Services; your negligent, willful or fraudulent (a) omission of pertinent information, or (b) inclusion of inaccurate information on your tax return; your misclassification of information on your tax return; or your failure to file an amended tax return to avoid or reduce your penalty and/or interest after Intuit announced updates or corrections to the Services in time for you to file an amended tax return, then Intuit will pay you in the amount of the federal or provincial government penalty and/or interest paid by you to such federal or provincial government. If you believe such a calculation error occurred, and you have complied with the conditions in this paragraph, you must notify Intuit in writing at: Intuit Canada, Attention: TurboTax Returns Dept., 5100 Spectrum Way, Mississauga, ON L4W 5S2as soon as you learn of the mistake (and in no event later than thirty (30) days after the penalty and/or interest is assessed). Your written notice must also include a copy of your Notice of Assessment or Notice of Reassessment from the Taxing Authority. By filing such a claim, you authorize Intuit to obtain and review any data files that may be in Intuit's possession or control, as well as any materials provided by you in order to evaluate and validate your claim. You are responsible for paying any additional tax liability you may owe, and providing assistance and additional information as reasonably requested by Intuit to validate your claim.

7. USER ID AND PASSWORD SECURITY.

You are the only person authorized to use your user ID and password and for maintaining the confidentiality of your user ID and password. You shall not permit or allow other persons to have access to or use your user ID and password. You are responsible for the use of the Services under your user ID. Intuit will not disclose your password if you lose or forget it. If you have not electronically filed or printed your tax return, you must create a user ID and password in order for you to access your tax return data at a later date. You must remember your user ID and password to electronically transfer your tax return information into next year's tax return. If you do not complete your tax return prior to May 1, your tax return information will be deleted from our system.

You may provide us with your telephone number as part of your customer record or registration or via other method. You understand and agree that the Services may require multiple sources of information about you to confirm your identity and help ensure the security of your personal use of TurboTax Free, often referred to as "multi-factor authentication" ("MFA"). Part of the MFA identity authentication and verification process may involve Intuit sending text message(s) containing security code(s) to your telephone number. You agree to receive these text message(s) from Intuit containing security code(s) as part of the MFA process. In addition, you agree that Intuit may send automated text messages and pre-recorded voice 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.

8. PRIVACY OF PERSONAL AND TAX RETURN INFORMATION.

The details of Intuit's Privacy Policy relating to the Services are set forth at <http://www.intuit.ca/about-intuit-canada/info/snaptax-privacy-policy.jsp>.

Questions about the Software Privacy Policy, our information practices or other aspects of privacy should be directed to <http://www.intuit.ca/about-intuit-canada/info/snaptax-privacy-policy.jsp> or Intuit Canada ULC c/o Privacy Officer, 5100 Spectrum Way, Mississauga, ON L4W 5S2.

We may use device-printing technology on your connected computer or mobile device to recognize the device to detect and prevent fraudulent activity. We may report and share information about your account and your connected device to credit bureaus, consumer reporting agencies, fraud prevention associations and card associations. We may also share information with other companies, lawyers, credit bureaus, agents, government agencies and card associations in connection with issues related to fraud, credit or debt collection.

9. LIMITATION OF LIABILITY AND DAMAGES.

YOU UNDERSTAND THAT INTUIT WILL NOT AUDIT OR OTHERWISE VERIFY ANY INFORMATION YOU PROVIDE, AND IS NOT RESPONSIBLE FOR DISALLOWED DEDUCTIONS, OR THE INCLUSION OF ADDITIONAL UNREPORTED INCOME OR RESULTING TAXES, PENALTIES OR INTEREST.

EXCEPT FOR THE REIMBURSEMENT FOR CALCULATION ERRORS DESCRIBED IN SECTION 6 OF THESE SUPPLEMENTAL TERMS, THE ENTIRE CUMULATIVE LIABILITY OF INTUIT AND ITS SUPPLIERS FOR ANY REASON ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED AS SET FORTH IN SECTION 8 OF THE GENERAL TERMS.

INTUIT SHALL NOT BE LIABLE LOSS OF PROFITS OR INVESTMENT, TAX POSITIONS TAKEN BY YOU, INABILITY TO FILE YOUR RETURN, DELAY IN PREPARING YOUR TAX RETURN, INCORRECT OR INCOMPLETE INFORMATION PROVIDED TO INTUIT, ANY ACCESS TO, OR USE OF, YOUR PASSWORD AND USER ID BY AN UNAUTHORIZED PERSON.

INTUIT SHALL BE NOT BE LIABLE FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT ITS PERFORMANCE IS DELAYED OR PREVENTED DUE TO CAUSES BEYOND ITS REASONABLE CONTROL, SUCH AS ACTS OF GOD, NATURAL DISASTERS, TERRORIST ACTS, WAR OR OTHER HOSTILITIES, LABOR DISPUTES, CIVIL DISTURBANCES, THE ACTIONS OR OMISSIONS OF THIRD PARTIES, ELECTRICAL OR COMMUNICATION SYSTEM FAILURES, OR GOVERNMENTAL ACTION.

10. MISCELLANEOUS MATTERS.

You agree that Intuit is not acting as your agent or fiduciary in connection with your use of the mobile application or any Services.

Intuit may use a variety of methods (e.g., in-product, Internet, fax, email, chat and phone) to provide technical support and customer service in connection with the Services. The terms and conditions governing the offering of this support, some of which require the payment of an additional fee, are subject to change as made available by Intuit from time to time. Consult the Intuit Support website (currently, <http://support.intuit.ca>) for the most up-to-date information relating to this support and any associated charges.

December 2015 (Canada)