

Ask a Tax Expert Service Agreement

Please review the terms and conditions in this Ask a Tax Expert Service Agreement and the Ask a Tax Expert FAQs (together, the "Agreement"), before selecting the Ask a Tax Expert service (the "Service"). By checking "I agree" you are accepting the terms and conditions in this Agreement between you and Intuit Canada. Once you have added the Service to your order, you will not be able to change your order and remove the Service.

You understand that as part of the Service, an Intuit tax advisor will answer your questions related to Canadian Federal and Provincial tax laws for individual Form T1 returns. Our tax advisor can also help you enter the information related to your question in the right place within your TurboTax product. The Service does not cover questions related to the other areas listed in the Ask a Tax Expert FAQ's, and the Service will be available for a limited period of time until May 2, 2011.

Be advised that any federal or provincial tax advice given to you, including anything provided to you in writing, was not intended or written to be used, and it cannot be used, by any person or entity for the purpose of avoiding penalties imposed under the Canada Income Tax Act.

After receiving your question via the web, an Intuit tax advisor will send you a confirming e-mail. The tax advisor will research your issue then attempt to contact you by phone within the amount of time specified on the submission website. When you speak with the tax advisor, your question will be confirmed; and the advisor will respond to the question you have submitted. Should the tax advisor be unable to contact you after two (2) attempts during our hours of operation, an e-mail response will be sent to you and your case will be closed.

NOTE: As the tax filing deadline approaches the volume of calls to Intuit will significantly increase, therefore, we may deliver your response via email instead of by phone. Intuit will make every effort whether by phone or email to have your question answered by one of its tax advisors.

The tax advice provided to you by the tax advisors will be based on information you provide to the advisor. You understand and agree that the advisor is not able to verify the information you provide, and that if you provide incorrect or incomplete information the advice provided to you may not be accurate. You understand and agree that the tax advisor will not review your tax return and will not sign your tax return.

If your tax question is not answered to your satisfaction, we will refund the amount you paid for the Service. Simply, contact our Customer Service team at (1 780 665 8630) or email us at turbotaxsupportcanada@intuit.com or soutienimpotrapide@intuit.com within 60 days of your receipt of the original confirmation e-mail to request your refund.

If you use the Service and you pay a CRA or Provincial penalty and/or interest solely due to reliance on incorrect advice provided to you through the Service, and not as a result of, among other things, your failure to provide accurate or complete information to the advisor, willful or fraudulent omission or inclusion of information on your tax return, misclassification of information on the tax return, or failure to file an amended return to avoid or reduce an applicable penalty/interest after Intuit notified you of the incorrect advice, then Intuit will reimburse you in the amount of the CRA or Provincial penalty and/or interest paid by you to the CRA or Province. If you believe this has occurred to you, you must notify Intuit in writing at the following address as soon as you learn of the mistake (and in no event later than 30 days after the penalty or interest is assessed). Intuit Canada, Attention: Returns Department, TurboTax, P.O. Box 4182, Edmonton, AB T6E 4T2., You must include a copy of the CRA/Province notice, evidence of payment of the specified penalty and/or interest, a copy of the applicable hardcopy tax return and a diskette with the applicable tax return data file on it. You are responsible for paying any additional tax liability you owe and providing any other information Intuit reasonably requests.

If you are not satisfied with the Service, Intuit will refund the fees paid for the Service if you: 1) contact Intuit Customer Service within 60 days from the date the fees for the Service were paid and request a refund; and 2) provide Intuit with the respective Order Number that you received on the confirmation screen when you purchased the Service.

All warranties or guarantees given or made by Intuit with respect to the Service (1) are for the benefit of the original purchaser of the Service only and are not transferable, and (2) shall be null and void if the purchaser breaches any terms or conditions of this Agreement.

DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE SERVICE IS PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT AND ITS AFFILIATES, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE.

LIMITATION OF LIABILITY AND DAMAGES

YOU AGREE NOT TO HOLD INTUIT AND ITS AFFILIATES LIABLE FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF YOUR USE OF THE SERVICE. ADDITIONALLY, EXCEPT FOR THE REIMBURSEMENT FOR ADVICE ERRORS DESCRIBED ABOVE, YOUR EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF INTUIT AND ITS REPRESENTATIVES FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT AND ITS AFFILIATES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS, CORRUPTION OR THEFT OF DATA, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF INTUIT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT DOES INTUIT ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN YOU ARISING OUT OF YOUR USE OF THE SERVICE.

Some Provinces do not allow the limitation and/or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

The limitations of damages or liability and the disclaimers of warranties set forth in this Agreement are fundamental elements of the basis of the bargain between Intuit and you. You acknowledge and agree that Intuit would not be able to provide the Service on an economic basis without such limitations and that Intuit has set its prices for the Service in reliance upon such limitations of damages and liability and disclaimers of warranties.

The details of Intuit's online privacy promise are available [here](#).

Miscellaneous. This Agreement is a complete statement of the agreement between you and Intuit, and sets forth the entire liability of Intuit and its advisors and your exclusive remedy with respect to the Service. The Intuit advisors and employees are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on Intuit. Any waiver of the terms herein by Intuit must be in a writing signed by an authorized officer of Intuit and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will be governed by Alberta law as applied to agreements entered into and to be performed entirely within Alberta, without regard to its choice of law or conflicts of law principles, and applicable federal law. The parties hereby consent to the exclusive jurisdiction and venue in the Provincial and federal courts in Edmonton County, Alberta. Intuit may assign or transfer this Agreement without your consent to (a) an Affiliate, (b) another company through a sale of assets by Intuit or (c) a successor by merger. Headings are included for convenience only, and shall not be considered in interpreting this Agreement.

December 2010