

# INTUIT SOFTWARE END USER LICENSE AGREEMENT

## TurboTax and ImpôtRapide Tax Year 2016

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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
  4. By another payment option Intuit provides to you in writing.

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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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**5.1 You are responsible for your content.** You are responsible for all materials ("Content") uploaded, posted or stored through your use of the Software. 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 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 provide through your use of the Software. You agree not to use the Software, nor permit any third party to use, the Software to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

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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;
- 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;
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## 6. ADDITIONAL TERMS

**6.1 Intuit does not give professional advice.** Unless specifically included with the Software, 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 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 Software. 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 Software 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 access to the Software and to contact Intuit if you become aware of any unauthorized access to your account. The Software may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Software. You agree to receive these updates.

## **7. DISCLAIMER OF WARRANTIES**

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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.

**10. TERMINATION.** Intuit may immediately, in its sole discretion, and without notice terminate the Software 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 and delete or destroy all copies of the Software 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, 4 and 7 through 15 will survive and remain in effect even if the Agreement is terminated, cancelled or rescinded.

**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

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**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.

## November 2014 (Canada)

### B. ADDITIONAL TERMS AND CONDITIONS FOR THE SOFTWARE

**USE LIMITATIONS. IMPORTANT NOTICE. IF YOU ARE USING INTUIT TURBOTAX OR IMPOTRAPIDE SOFTWARE, THE FOLLOWING TERMS APPLY TO YOU IN ADDITION TO 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. These Additional Terms and Conditions shall prevail over any conflict or inconsistency with the General End User License Agreement terms above.

#### INTUIT TURBOTAX AND IMPÔTRAPIDE SOFTWARE ("TURBOTAX" AND "IMPÔTRAPIDE").

##### 1. SOFTWARE ACTIVATION.

**A. If you have purchased a TurboTax or ImpôtRapide license (excluding TurboTax Business – Incorporated Edition) the following applies:**

In order to use the Software after installation, you must provide Intuit, via the Internet or telephone, with the unique 21-digit installation key that appears on the sleeve containing the Software CD, or the Intuit order receipt, as well as a 13-digit machine-specific code generated by the Software. You will receive an 18-digit activation code from Intuit, which will unlock the Software for your use, so long

as there are no problems with the installation key you provide to Intuit ("authorized user"). The installation key and machine-specific code numbers do not contain personally identifiable information about you nor can they be used to identify any personal information about you or any characteristics of your computer configuration. You can find more information about this activation process if you press "Help" on the Software activation screen. The activation process enables Intuit to provide you with any necessary Software updates. If the activation process is not successful, even after you have followed the directions in the Software, please visit the TurboTax technical support website at [www.turbotax.ca/support](http://www.turbotax.ca/support), and if you are still unable to resolve your problem, please use the customer contact numbers listed on that site.

If you wish, you may activate the Software via telephone by calling the appropriate support number provided at [www.turbotax.ca/support](http://www.turbotax.ca/support) and providing the installation key and machine-specific code numbers.

**B. If you have purchased TurboTax Business – Incorporated Edition license, the following applies:**

In order to use the Software after installation, you must provide Intuit, via the Internet, with the unique 12-digit installation key that appears on the case containing the Software CD. This installation key allows you to prepare and print a single corporation's federal and any related provincial tax returns (excluding the province of Québec). You will receive an activation code from Intuit, which will unlock the Software for your use, so long as there are no problems with the installation key number you provide to Intuit. The installation key number does not contain personally identifiable information about you nor can it be used to identify any personal information about you, your business or any characteristics of your computer configuration. You can find more information about this activation process if you press "Help" on the Software activation screen. The activation process enables Intuit to provide you with necessary Software updates. If the activation process is not successful, even after you have followed the directions in the Software, please visit the TurboTax technical support website at <http://support.intuit.ca>, and if you are still unable to resolve your problem, please use the customer contact numbers listed on that site.

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**You may:** (i) use the Software on only one computer; (ii) use the Software for up to three (3) installations with your installation key; (iii) make one (1) backup copy of the Software solely for archival or replacement purposes, which copy shall also be subject to this License Agreement; and (iv) print and/or file up to twenty (20) tax returns using the Software. For TurboTax Basic, of the twenty (20) tax returns, four (4) shall be limited to net individual income over \$25,000. For TurboTax Standard, of the twenty (20) tax returns, eight (8) shall be limited to net individual income over \$25,000. For TurboTax Premier and Home and Business, of the twenty (20) tax returns, twelve (12) shall be limited to net individual income over \$25,000.

Tax returns that show a net income less than or equal to \$25,000 will count toward the total number of tax returns you are permitted to print and/or file under the terms of your license. For purposes of this License Agreement, net individual income shall mean reported earnings of less than or equal to \$25,000 on line 236 of the T1 tax return. While the corresponding license entitles you to print and/or file - up to four (4), eight (8) or twelve (12) tax returns from your computer showing a net income over \$25,000 per tax return, Intuit offers you the option, through the Software (either by the telephone or the Internet), of "unlocking" the Software and purchasing a license to print and/or file up to a total of 20 returns for net individual income over \$25,000 ("Additional Tax Return License"). To facilitate re-installation (described above) and the appropriate number of returns per installation key, Intuit will collect data on the number of tax returns printed and/or filed by each installation key (plus subsequent "unlocking" as described above), but will not collect data on the contents of the returns or the computer on which they were prepared. All Additional Tax Return Licenses are subject to the terms and conditions of this License Agreement.

**B. If you have purchased a TurboTax Business - Incorporated Edition license the following applies:**

**You may:** (i) use the Software on only one (1) computer; (ii) use the Software for up to two (2) installations with your installation key; and (iii) make one (1) backup copy of the Software solely for archival or replacement purposes, which copy shall also be subject to this License Agreement. Intuit will collect data on the number of tax returns printed and/or filed in relation to an installation key, but will not collect data on the contents of the returns or the computer on which they were prepared. Additionally, you can purchase additional copies of the Software for each additional corporation and to print a return or returns for different business years for the same corporation. To obtain a new installation key that will allow you to prepare an additional return, the software displays the "Print Authorization" dialog box with the

option to purchase a new “authorization code” through an online order process, or by calling Intuit at 1-866-438-8020. To facilitate authorization for each additional return online or by telephone, Intuit requires and will use (but will not store) the business number of the corporation for which the TurboTax Business – Incorporated Edition user is preparing an additional return. Intuit will not collect any other data derived from the contents of any return, or any data about the computer on which the return was prepared.

### **3. ACCURATE CALCULATION WARRANTY (excluding TurboTax Business – Incorporated Edition).**

Intuit works to ensure the accuracy of the calculations on every form prepared using the Software. 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 Software, and not as a result of, among other things: your failure to enter all required information accurately or your misuse of the Software; 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 Software 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 5S2 as 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, a hardcopy and electronic copy of the applicable \*.TT16 tax return. By filing such a claim, you authorize Intuit to obtain and review any data files (including your \*.TT16 tax return 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.

### **4. SATISFACTION GUARANTEE.**

If you are not satisfied with the Software, or if the Software will not activate even after you have worked with Intuit to activate it, Intuit's entire liability and your exclusive remedy shall be one of the following, depending on where you licensed the Software:

(a) If you purchased the Software license through a retail store or directly from Intuit, you may: (1) uninstall the Software and return it within sixty (60) days of purchase from the retail store, or from shipment of the Software by Intuit, to Intuit at the address below, along with a dated receipt for a full refund; or (2) request the replacement of a defective CD from Intuit of the version of the Software you purchased within one hundred twenty (120) days of purchase, provided that you first contact Intuit Customer Service using the customer contact numbers provided at <http://support.intuit.ca/> as Intuit may be able to help you remedy the problem you are having with your CD. If Intuit Customer Service is unable to help remedy the problem with your CD, you might be requested to return your defective CD and dated proof of purchase to Intuit Canada, 5100 Spectrum Way, Mississauga, ON L4W 5S2 in order to receive a replacement CD.

(b) If the Software was pre-installed on your computer when you bought it, or if the CD came packaged with your computer at no extra charge, and the Software is defective or was installed improperly, you may be able to obtain a replacement CD from the company that manufactured your computer, at such company's option, by sending your request stating the nature of the problem, plus a copy of your dated receipt for the purchase of the computer on which the Software was installed, to the computer manufacturer.

If you downloaded the Software onto your computer, and the Software did not install properly, please try to install it again and visit the TurboTax technical support website at [www.turbotax.ca/support](http://www.turbotax.ca/support) before contacting Intuit Technical Support using the customer contact numbers provided listed on that site.

Note that this full price refund guarantee applies to the Software license purchase, but not to the purchase of Increased Tax Return Licenses or additional installation keys. In addition, this guarantee is valid only for one Software purchase per household.

### **5. INTUIT SERVICES AND THIRD PARTY SERVICES (together “Services”).**

Electronic Filing Services. If you would like to file your tax return electronically, the Software may provide you with an opportunity to file electronically via NETFILE or Corporate Internet Filing (if applicable) with the Canada Revenue Agency (“CRA”) or Revenu Québec (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.

Import Services. The Software may include a feature that allows you to import certain tax-related information from the CRA, Revenu Quebec, participating payroll processors and financial or other institutions. If the Import Services are available to you, and you choose to use them, you are responsible for verifying the accuracy of the information that is imported. Intuit bears no responsibility for this information. Should you take advantage of the Import Services, your relationship concerning the Import Services is with the information providers, and Intuit disclaims all liability that might arise from your use of the Import Services.

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## **6. CONSUMER INFORMATION/PRIVACY.**

The details of Intuit's Privacy Policy relating to the Software and Services are set forth at <http://www.intuit.ca/about-intuit-canada/info/privacy-policy.jsp>. Questions about the Software Privacy Policy, our information practices or other aspects of privacy should be directed to [www.intuit.ca/en/intuit/privacy\\_index.jsp](http://www.intuit.ca/en/intuit/privacy_index.jsp) or Intuit Canada ULC c/o Privacy Officer, 5100 Spectrum Way, Mississauga, ON L4W 5S2

You understand and agree that the Software may require multiple sources of information about you to confirm your identity and help ensure the security of your personal use of TurboTax, 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 mobile phone number. You agree to receive these text message(s) from Intuit containing security code(s) as part of the MFA process.

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