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July	2013	}		

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- (b) In addition to the terms, conditions and restrictions set forth in this Agreement, your membership guide to the QuickBooks ProAdvisor Program (ProAdvisor Terms & Conditions) may set out additional terms, conditions and restrictions that apply to you. In the event that the terms of this Agreement are inconsistent with the ProAdvisor Guide, the terms of this Agreement shall control as to the QuickBooks Accountant Edition software.
- 3.2 You may not process payroll for any other person, company or legal entity without a valid Payroll subscription.

4. Online Data Transfer (not applicable for Software and Trial versions that do not include access to the Online Data Transfer feature).

You may have the option to transfer your data files from the Software to Intuit's online servers (the "Online Data Transfer") in order to, among other things, facilitate certain interoperability, data integration, and data access between the Software and certain supported ancillary services you may sign up for and use in connection with the Software (the "Ancillary Services"). Separate fees, terms and conditions may apply. In addition, you agree that if you choose to use the Online Data Transfer option, Intuit may use your data consistent with this Agreement and applicable Intuit Privacy Statement to, among other things, personalize (and enhance and/or improve) the Software experience and services for you, design and offer promotions, recommend products or services to you, provide ways for your to compare business practices with other users, or for any internal Intuit purpose. In order for you to select the Online Data Transfer option, you must (i) have registered select versions of the Software, (ii) have Internet access, and (iii) and may need to be an active subscriber to the Ancillary Services. If you select the Online Data Transfer option, a copy of all or part of your company's, data files will be transferred via the Internet to Intuit's servers (the "Transferred Files"); where you grant Intuit the right and license to (i) host and maintain the Transferred Files, (ii) use the Transferred Files consistent with this Agreement and applicable Intuit Privacy Statement to, among other things, personalize and enhance and/or improve the Software and services for you, design and offer promotions, recommend products or services to you, provide ways for you to compare business practices with other users, or for any internal Intuit purpose, and (iii) use the Transferred Files to make the Ancillary Services available to you, (iv) reformat and manipulate the Transferred Files as reasonably necessary for the data to function with the Ancillary Services. Your original data files will remain in the Software. If you are signed-up for any Ancillary Services that support Online Data Transfer, you will then have the option to have the Transferred Files sent to any of those supported Ancillary Services (a "Data Transfer"). If you are no longer signed-up for an Ancillary Service, you will no longer be able to process Data Transfers to that Ancillary Service. Even if you subsequently opt out of the Online Data Transfer, you grant Intuit the right and license to use the data or data files, albeit in a way that does not identify you, for any internal Intuit purpose.

If you authorize an Online Data Transfer to a third party Ancillary Service, you authorize Intuit to provide the Transferred Files to the third party provider of such Ancillary Service in order for them to provide the third party Ancillary Service to you. You agree and acknowledge that Intuit has no control over any third party Ancillary Services. Your use of the third party Ancillary Service may be subject to additional fees, terms and conditions imposed by the third party. Intuit does not have any liability whatsoever for any actions or inactions on the part of the third party's Ancillary Services resulting in your inability to use the Online Data Transfer feature or otherwise use the Ancillary Services in connection with the Software, or any of the third party's use or practices with respect to your data or data files.

5. 60-Day Money Back Guarantee

In the event you determine that you are not satisfied with the Software and/or Service, Intuit's entire liability and your exclusive remedy shall be a full refund of the purchase price you paid for the Software and Service, if applicable, (minus applicable shipping and handling fees, if any) if within sixty (60) days of

purchase you: (a) Send via registered mail to: Intuit Limited PO. Box 2234, Maidenhead, Berkshire SL6 1YW; all items provided to you as part of the Software or Service, your notice of cancellation, and Proof of Purchase; (b) Delete any Software and documentation downloaded or loaded onto your computer; and (c) Destroy any and all copies made by you (or with your permission) of any portion of the Software.

6. Limited Warranty

6.1 Intuit warrants that all CD(s) or other media (collectively, "CD(s)") provided to you as part of the Software or in relation to the Subscription, when under normal use, shall be free from defects in material and workmanship for sixty (60) days from the date of shipment of the CD(s) to you. For CD(s) that do not operate as warranted, Intuit shall, at its option, repair/replace the CD(s) at no additional cost to you provided that you send Intuit a replacement request, the defective CD(s), and documentation evidencing the date and amount for which you subscribed to the Subscription (e.g., dated receipt, shipping invoice), prior to the expiration of the sixty (60) day warranty period. If you identify a defect after the warranty period, Intuit may make a replacement CD(s) available if you send to Intuit: your replacement request, the defective CD(s), and a cheque made payable to "Intuit Limited (UK)" in the applicable amount plus applicable tax (including without limitation VAT, sales taxes and custom duties). For all orders shipped within the United Kingdom, please add all applicable VAT as well as VAT on shipping and handling based on your shipping address. Any request for the replacement of defective CD(s) (with the items identified in this Section B.6.1) must be sent to Customer Services Manager, Intuit Limited, PO. Box 2234, Maidenhead, Berkshire SL6 1YW.

6.2 SECTIONS A.9, B.5 AND B.6 SET FORTH INTUIT'S SOLE AND ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDIES IN THE EVENT OF YOUR DISSATISFACTION WITH THE SUBSCRIPTION, THE SOFTWARE, DEFECTIVE DISKS OR APPLICABLE SETUP SERVICE, UPDATE SERVICE, TECHNICAL SUPPORT/SUPPORT SERVICE PROVIDED AS PART OF OR IN CONNECTION WITH THE SUBSCRIPTION OR THE SOFTWARE.

7. Termination.

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