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	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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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.

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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 license 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 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”).**

**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.1.1, you shall have access to the Software/Subscription in accordance with the following provisions:

(a) If you purchased a Subscription based license for the Software, which generally means that you will be paying for your use of the Software and Services on a monthly or annual basis, you shall receive as part of your active 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 and Enhancements; (iii) Version Protection, each 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. If you have purchased a subscription that includes Support you will also be entitled to receive Support Services as defined below. Software licenses obtained through a subscription are eligible for Enhancements during the active subscription period only. The Subscription is cancellable by you in accordance with this Agreement, but you will not be entitled to any refunds if you cancel after the 60-Day Money Back Guarantee period, as defined in Section B.6. If you cancel your Subscription or if we do not receive the payment for your Subscription, or if the Subscription is in any way terminated in accordance with the terms of this Agreement, you will no longer have access to the Software and all related Services defined above upon the expiration of the current Subscription term, but you will retain access to your company data file stored on your device, which can be reinstated to a readable QuickBooks format upon reactivation of your Subscription or with the purchase of a license on the Software.

(b) If you purchased your license to the Software under a one-time, upfront payment at retail or directly from Intuit and not under a Subscription, you shall receive: (i) a license to the specific version of the Software product you have selected that, subject to the license grant and restrictions in Section A.1.1, allows you access to the features of the Software; and (ii) Updates and Enhancements to the Software in accordance with the terms of the Termination provisions. Intuit's obligations under this Section B.1.1 are contingent upon you installing all updates and error corrections within thirty (30) days of being notified of their availability by Intuit (or its Representatives). QuickBooks 2015 Software purchased on a separate standalone basis are eligible for enhancements on a when-and-if available basis through May 31, 2018, which is the current support period for QuickBooks 2015.

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2.2 Multi-Users License. You may: (a) install the Software on the number of computers equal to the number of user licenses you purchased; (b) access and use the Software solely by the number of specific persons corresponding to the number of user licenses you purchased, with no substitution of such users (for example, if you purchased a 3 user license pack and you have 10 employees in your company, the original 3 specific persons who were initially provided with access to and use of the Software, are the only persons licensed to use the Software unless you purchase additional licenses); (c) place a copy of your software data files on a network for access by licensed users; (d) install the Software on 1 additional computer above the number of the license(s) you purchased, solely to accompany your software data file, and not for use of the Software by another user; and (e) for each user license you purchased, make one copy of the printed materials accompanying the Software, if any, or print one copy of any online user documentation solely for use by licensed users. Notwithstanding (b) above, you may replace a specific user if such user leaves and must be replaced with a new employee.

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If you registered for a trial use of the Software ("Trial Period"), you must decide to purchase a Software license within the Trial Period in order to retain any content that you have entered into the Software, created within the Software data file, posted or uploaded during the Trial Period. If you do not purchase a Software license by the end of the Trial Period, your content will no longer be available to you. **To be very clear, after using the Software during the trial period, if you decide not to purchase the license to the full version of the Software, you will not be able to access or retrieve any of the data you added or created with the Software during the trial.**

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2.5.1 For a subscriber to the Payroll Subscription, any reference to the "Subscription" herein shall be deemed to also include the Payroll Subscription, except that the references to the "Subscription" in Sections B.1.1(a), B.1.4, B.2.1 and B.2.2 shall not refer to the Payroll Subscription.

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2.5.4 Intuit warrants that the Tax Table, if made available by Intuit, will operate substantially as described in the related documentation. The Tax Table is designed to provide you with information and you understand and agree that Intuit is not engaged in rendering legal, accounting or other professional services. If legal advice or other expert assistance is required, you should seek the service of a competent professional. It is your responsibility to be knowledgeable of tax table changes that affect you and to ensure that you follow these changes by law. YOU ASSUME FULL RESPONSIBILITY FOR YOUR SELECTION OF THE TAX TABLE TO ACHIEVE YOUR INTENDED PURPOSES, FOR THE PROPER INSTALLATION AND USE OF THE TAX TABLE AND FOR VERIFYING THE RESULTS OBTAINED FROM USE OF THE TAX TABLES. INTUIT AND ITS SUPPLIERS DISCLAIM ANY WARRANTY OR CONDITION THAT THE FUNCTIONS CONTAINED IN THE TAX TABLE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE TAX TABLES WILL BE UNINTERRUPTED OR ERROR FREE.

2.5.5 The Payroll Subscription may contain dated information. In using the Payroll Subscription, you understand that it may not include all the information or the most current information relevant to your particular needs or situation.

2.5.6 Active Payroll subscribers may have access to additional Intuit offerings during the term of their subscription on a when-and-if-available basis. Any additional Intuit offerings provided during the active subscription cease immediately when the active subscription terminates.

2.6 Registration; Other Restrictions. You are required to register the Software with Intuit and you agree to do so within the time specified by the Software, otherwise you will not be able to continue use the Software. You agree to keep your registration information accurate and complete and promptly update your registration data as necessary to keep it accurate, current and complete. We protect your registration information according to our privacy policies which can be found by clicking http://security.intuit.com/privacy or the privacy policy link on the website for the Software. Enabling others to use your license number(s), product number(s), and validation number(s), if any, is strictly prohibited.

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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 Premier Accountant & Bookkeeper Edition software. Active participants to the ProAdvisor Program may have access to additional Intuit products, services or discounts during the term of their subscription on a when-and-if available basis. Any additional Intuit offerings provided during the active subscription cease immediately when the active subscription terminates.

(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.

3.2 You may not process payroll for any other person, company or legal entity without a valid Payroll Subscription.

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

You may have option to acquire products or services that use or access your data from the Software (“Applications”). Applications may be developed by Intuit or third parties. Those developed by third party developers or Third Party Products may be made available to you, including via the Software, subject to the third party’s terms and conditions, including their privacy policy. Those developed by Intuit are provided to you subject to the terms and conditions that accompany that Application. Additional fees apply. Some Applications require the use of or access to your data from the Software. Intuit may provide third parties with a service to transfer your data, upon your authorization, from the Software to the Application (the “Data Transfer”) in order to, among other things, facilitate certain interoperability, data integration, and data access between the Software and the Applications. By signing up or using a third party Application, you agree that the (i) third party provider of that Application may have access your data from the Software to use to provide you the Application or related services per the terms of the third party’s terms and conditions; and (ii) third party provider may transfer your data from the Application to Intuit for Intuit’s use per the terms of this Agreement. You grant Intuit all rights to use your data from the Software as reasonably necessary to facilitate the Data Transfer to third party providers. You acknowledge that third party providers may be located in a country that does not have adequate security controls to protect your data. Please carefully review the third party’s terms and conditions. **If you do not agree with their terms and conditions, you should not use or access their Application and you should not permit the third party to have access to your data from the Software.** Please contact the third party Application provider for technical issues with the third party Application or Data Transfer to and from the Software and Application. If you want to revoke your authorization to provide data to a third party Application, Intuit may provide a feature within the QuickBooks software or on a website for the Services to allow you to disable third party access. You acknowledge that turning off access may affect an Application’s functionality or features, and that, you remain liable to the Application provider for any fees charged to you.

You agree and acknowledge that (i) Intuit has no control over any Third Party Products; and (b) Intuit does not endorse or recommend Third Party Products even if such products are marketed or distributed via our products, website or otherwise associated with Intuit. **You agree that the third parties, and not Intuit, are solely responsible for the Data Transfer, Third Party Product’s performance (including technical support), the content on their websites and their use or disclosure of your data. Intuit will not be liable for any damages, claims or liabilities arising from the third parties or Third Party Products.**

You agree that you will (i) comply with all applicable laws, regulation and ordinances; (ii) not use the Third Party Products in any manner that would infringe or violate the rights of Intuit or any other party; and (iii) not use the Third Party Products in any way in furtherance of criminal, fraudulent or other unlawful activity.

**5. Privacy and Personal Information**

In addition to the terms governing Privacy and Personal Information as described in Section A.4, the following terms also apply.

QuickBooks is a web-enabled desktop product. When you are connected to the Internet from within QuickBooks, we may deliver product updates, messages, service information and help content. With consent obtained within the product, we may also collect data about you and your use of the Software. This data helps us determine where the Software is most effective and what Intuit services help you manage your business most effectively. In addition, if you elect to use online products such as online Payroll, data will be collected and used in accordance with Intuit’s Privacy Policy. You give Intuit permission to combine any of this identifiable and non-identifiable information with that of other users of the Software and/or other Intuit services. For example, this means that Intuit may use your and other users’ non-identifiable, aggregated data to improve the Software in future releases or to design promotions and provide ways for you to compare business practices with other users.

**6. Social Media Sites**

Intuit may provide experiences on social media platforms such as Facebook®, Twitter® and LinkedIn® that enable online sharing and collaboration amongst anyone who has registered to use them. Any content you post, such as pictures, information, opinions, or any personal information that you make available to other participants on these social platforms, is subject to the Terms of Use and Privacy Policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.

**7. 60-Day Money Back Guarantee**

In the event you determine that you are not satisfied with the Subscription/Software, whether obtained under Section B.1.1(a) or (b) hereof, Intuit’s entire liability and your exclusive remedy shall be as follows: you may cancel your order for a full refund (minus applicable shipping, handling and support/service fees) if within sixty (60) days of purchasing the Software or first signing up for the Subscription you: (a) send to the address set forth in Section B.7.1 the Software and all items provided to you as part of the Services, your notice of cancellation, and documentation evidencing the date and amount you paid for your Subscription; (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.

**8. Limited Warranty**

8.1 Intuit warrants that all DVD(s) or other media (collectively, "DVD(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 DVD(s) to you. For DVD(s) that do not operate as warranted, Intuit shall, at its option, repair/replace the DVD(s) at no additional cost to you provided that you send Intuit a replacement request, the defective DVD(s), and documentation evidencing the date and amount for which you subscribed to the Subscription (e.g., dated receipt, shipping invoice) under Section B.1.1(a) or paid for the Software under Section B.1.1(b), 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 DVD(s) available if you send to Intuit: your replacement request, the defective DVD(s), and a cheque made payable to "Intuit Canada" in the applicable amount plus applicable tax. For all orders shipped within Canada, please add all applicable goods and services tax, harmonized sales tax and provincial sales tax as well as tax on shipping and handling based on your shipping address. Any request for the replacement of defective DVD(s) (with the items identified in this Section B.8.1) must be sent to Intuit Canada, P.O. Box 4182, Edmonton, Alberta, T6E 4T2.

8.2 SECTIONS A.9, B.7 AND B.8 SET FORTH INTUIT'S 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.

**9. Discontinuation Policy (Software end of life)**
The Intuit Software is subject to Intuit's discontinuation policy and Intuit reserves the right to discontinue all support for the Intuit Software, and/or for any features, online or other services or content accessible through the Intuit Software in accordance with its current discontinuation policy. If the Intuit Software offers services that require a connection to an Intuit server (including Internet-based services), such as downloading financial data from a participating bank, credit union, credit card, brokerage, mutual fund accounts, online bill paying, and downloading currency exchange rates, such services may expire in accordance with Intuit's current discontinuation policy.

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