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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.   
  
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**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”).**

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**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:

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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.

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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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**November 2014**