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### Section A

#### GENERAL TERMS

##### 1. AGREEMENT

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1. A valid credit card acceptable to Intuit;
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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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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12. **GOVERNING LAW.** California state law governs this Agreement without regard to its conflicts of laws provisions.

13. **DISPUTES.** ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE INTUIT SOFTWARE OR THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply California law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND INTUIT ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

To begin an arbitration proceeding, send a letter requesting arbitration and describing your claim to Intuit Inc., in care of our registered agent Corporation Service Company, 2711 Centerville Road, Wilmington, DE 19808. Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules, but if you are unable to pay any of them, Intuit will pay them for you. In addition, Intuit will reimburse all such fees and costs for claims totaling less than \$75,000 unless the arbitrator determines the claims are frivolous. Likewise, Intuit will not seek its attorneys' fees or costs in arbitration unless the arbitrator determines your claims or defenses are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed



location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section 13 shall survive expiration, termination or rescission of this Agreement.

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 14 shall be void.

Rev July 2016

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## Section B

### ADDITIONAL TERMS AND CONDITIONS FOR INTUIT QUICKBOOKS DESKTOP SOFTWARE

**IMPORTANT NOTICE.** USE LIMITATIONS: YOUR LICENSE TO USE THE SOFTWARE, ADD-ON PRODUCTS AND RELATED SERVICES (IF ANY) IS SUBJECT TO THE GENERAL END USER LICENSE AGREEMENT TERMS ABOVE AND THE ADDITIONAL TERMS AND CONDITIONS BELOW. THE ADDITIONAL TERMS AND CONDITIONS BELOW SHALL PREVAIL OVER ANY CONFLICT OR INCONSISTENCY WITH THE GENERAL END USER LICENSE AGREEMENT TERMS ABOVE.

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1.1. **“Applications”** means Intuit Applications and Third Party Applications.

1.2. **“Authorized User(s)”** means any and all individuals (e.g., your accountant or trusted financial advisor, etc.) who you designate or authorize to access and/or modify your Software data on your behalf.

1.3. **“Beta Features”** means any new or updated non-commercially available Software features which Intuit may from time to time make available for your use, Trial, and feedback.

1.4. **“Data Transfer”** means the process of transferring or sharing, upon your authorization, your Software data with or to one or more Applications.

1.5. **“Desktop”** is used to refer to any and all versions or editions of QuickBooks primarily designed for access and use on a desktop or laptop computer (e.g., QuickBooks Desktop Pro, or QuickBooks Desktop Premier, etc.).

1.6. **“Enhancement(s)”** means any and all minor enrichments to the Software, such as new or improved features, functionality, compatibility, performance, or other content or information. For clarity, Enhancements exclude Updates and Upgrades.

1.7. **“Intuit Application(s)”** means any and all products or Services developed by Intuit that you use and/or authorize to access your Software data.

1.8. **“QuickBooks Online”** or **“QBO”** is used to refer to the version of QuickBooks primarily designed for access and use as an online-hosted Service.

- 1.9. **“QuickBooks”** means the Intuit QuickBooks financial and accounting software application.
- 1.10. **“Service(s)”** is used in this Section B to refer to the various systems, facilitative processing operations, functionality, or other features, including but not limited to support and maintenance, or other products or promotions which may be provided or made accessible to you in or through the Software as a standalone or online-hosted offering.
- 1.11. **“Software”** has the meaning defined furthest above in Section A.1.1., and includes the QuickBooks Desktop software that is the object of this Agreement, any Intuit-provided Services, software, applications, programs, tools, and other components accessible in or through QuickBooks Desktop, as well as all Updates that you may be eligible to receive based on the license or Subscription purchased as set forth in Section 10 further below. For clarity, Software excludes Upgrades.
- 1.12. **“Subscription”** or **“Subscription Plan”** refers to the payment of fees on a monthly, quarterly, or annual basis for a license to access and use the Software or Services.
- 1.13. **“Third Party Application(s)”** means each and all products or Services developed by third parties that you use in or through the Software and/or authorize to access your Software data.
- 1.14. **“Trial”** means any add-on or other software, products, Services, functionality, or features, which may be offered by Intuit or a third-party for your use on a limited or short-term basis.
- 1.15. **“Updates”** means Software bug fixes and error corrections generally provided to users of your specific version of the Software, when-and-if they are made available. For clarity, Updates exclude Enhancements and Upgrades.
- 1.16. **“Upgrades”** means each and all major or significant future-released versions of the full or complete Software. For clarity, Upgrades exclude Enhancements and Updates.
- 1.17. **“you”** and **“your”** as used throughout this Agreement means the individual person, or the legal entity on whose behalf such person acts, that licenses the Software and is identified by name during the Software account creation and registration process.

## 2. REGISTERING THE SOFTWARE; ACCOUNT SIGN UP OR SIGN-IN; REGISTRATION DATA

- 2.1. **Registering the Software.** After installation, you may be required to activate and register the Software before use and to do so you may be asked to provide a valid Software product or license number. You agree to keep your registration and/or account profile information accurate, complete, and current. Allowing or enabling others to use your license number(s), product number(s), and validation number(s), if any, is strictly prohibited.
- 2.2. **Account Sign Up or Sign In.** You may be required to create or sign up for an account (or sign in) with Intuit and you agree to do so within the time specified by the Software, otherwise you will not be able to continue to use the Software. To help avoid unintended access to your account or profile information, the Software may be designed to automatically sign you out of your account (and require sign in), including after periods of inactivity. When signing up or using the Software, you may be prompted to create a (one-time) private encryption key or password in connection with your account and data file(s). Once created, please take care to memorize or securely store all passwords and encryption keys. If you forget or misplace an encryption key, you may lose access to your data that is encrypted with that key. Intuit is not responsible or liable for passwords or encryption keys stored insecurely, forgotten, or misplaced, or for any unauthorized access or inability to retrieve or recover access to data resulting from such unsecured, forgotten, or misplaced passwords or encryption keys.
- 2.3. **Registration Data.** Your data, including your registration information, will be collected and used as provided in this Agreement and in accordance with our privacy policies, which can be found at <http://security.intuit.com/privacy> or by accessing the *Privacy* link on the website for the Software. If and when you connect to the internet and use the Software, Intuit may also gather certain kinds of information which Intuit may use to improve the Software in future releases and/or improve or develop other Intuit products, better customize your experience with the Software in future releases, and present you with improved Intuit marketing offers.

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| Software Edition              | Maximum Number of Concurrent Users (subject to paid additional user licenses) |
|-------------------------------|---|
| QuickBooks Desktop Pro        | up to 3   |
| QuickBooks Desktop Premier    | up to 5   |
| QuickBooks Accountant Desktop | up to 30  |
| QuickBooks Desktop Enterprise | up to 30 depending on desktop version subscribed                              |

4.2. **Maximum Limits for Concurrent File Access.** When you purchase a Software license, you may be able to use the Software to manage multiple (different) company files. Depending on the edition of the Software, type and number of user licenses you purchase (for example, Software versions or licenses that allow for multiple users or multiple user mode), and subject to your payment of applicable additional or multi-user license fee(s), 2 or more networked users may be able to open, manage, and/or collaborate on the same company file at the same time. As set forth above in Section 4.1., there may be limits to the number of concurrent networked users who may simultaneously access any single company file. Additionally, if you have not acquired sufficient user licenses the Software may not support or allow the opening or managing of different company files simultaneously. You are responsible for all access and use (and for maintaining password protection) of all your company data files.

4.3. **Maximum Limits for List Entries.** When you purchase a Software license, and depending on the particular Software edition and operating system platform (Windows or Mac), there may be limits to the number of lists, list entries, and custom fields permitted for each list in your company data file based on your version of the Software. See the Software website, or packaging or installation guide for more information. Within the Software, you can also press the F2 key to display certain product information, including the version of QuickBooks Desktop Software you are running, the size and location of your company file, and the number of lists or number of entries you have in your lists.

5. **ADDITIONAL LICENSES AND SERVICES AVAILABLE BY SUBSCRIPTION.** Additional Subscription licenses and Services that may be obtained in connection with the Software include the following:

5.1. **QuickBooks (Basic, Standard, or Enhanced) Payroll Subscription for Desktop (each and all referred to here as, "Payroll for Desktop Service(s))"**

5.1.1. Subscribing to the Payroll for Desktop Service. To subscribe to a Subscription Plan for a Payroll for Desktop Service and to be able to calculate applicable payroll taxes, you must: (i) have registered the Software, and (ii) have internet access. If applicable, you may be able to purchase a Subscription for the Payroll for Desktop Service online or by phone, or you may be able to subscribe from within the Software by selecting the appropriate employee menu item, and you will need to activate the Payroll for Desktop Service within the Software using the numerical key provided to you at the time of Subscription purchase. If you subscribe, your use of the Payroll for Desktop Services shall be subject to this Agreement and in accordance with this Section (and to any Subscription Plan terms or other terms and conditions that accompany the Payroll for Desktop Service itself). **For purposes of this Agreement, the Payroll for Desktop Service does not include or apply to Software and Trial versions that do not include or offer access to the applicable Payroll for Desktop Service.**

5.1.2. License Grant and Restrictions. For license(s) granted to you for use of the Payroll Desktop Services, see Section 3.1.7., above.

5.1.3. Activating the Payroll for Desktop Service. The Subscription for the applicable Payroll for Desktop Service you purchased will begin after it is activated within the Software and after we receive and process all the information requested during sign up, including your credit card or bank account information. Any Subscription for Payroll for Desktop Service purchased at a physical retail store location will begin after you activate the Payroll for Desktop Service Subscription online, which activation must occur no later than 60 days from purchase or the date indicated on the exterior of the Software packaging, whichever is earlier.



5.1.4. Unless You Have Purchased a Software Bundle or Subscription with Payroll Services Already Included, a Separate Payroll for Desktop Service Subscription Is Required for Each Registered Copy of Software. Unless you purchased a desktop Software bundle or Subscription with payroll Services already included (i.e., *QuickBooks Desktop Pro + Payroll*), then for each registered copy of the Software, you must purchase a separate Payroll for Desktop Service Subscription in order to be able to use the Payroll for Desktop Service with that particular registered copy of the Software. For purposes of the Payroll for Desktop Service Subscription, QuickBooks Desktop Pro, QuickBooks Desktop Premier Multi-user pack, and QuickBooks Desktop Enterprise Solutions Business Management user pack are each considered a single registered copy of the Software. If you are using one of the aforementioned versions of the Software, you will need only one Subscription to the applicable Payroll for Desktop Service. For every Payroll for Desktop Service Subscription, Intuit may impose a limit on the number of employer identification numbers (EINs) for or with which you can use the Payroll for Desktop Service and if you exceed this limit, you may be required to pay additional fees.

#### 5.1.5. Payroll Tax Table Updates

5.1.5.1. Updates to payroll tax tables may be provided, when-and-if they are made available by Intuit in its sole discretion, to active subscribers to the Payroll for Desktop Service. We strongly recommend that you connect to your applicable Payroll for Desktop Service regularly to validate your Subscription and to be sure you have the most currently available Payroll for Desktop Service Updates, including the most current rates and calculations for supported tax tables. Failure to connect to your Payroll for Desktop Service regularly may result in inaccurate withholding from payroll and you hereby assume any and all liability resulting from any such inaccurate withholding, or resulting in any way from your failure to regularly connect and update your Payroll for Desktop Service. Also, as a safety measure, and due to the nature and frequency of changes in payroll tax rates, if your Payroll for Desktop Service Subscription expires, you will be unable to continue to process payroll using Payroll for Desktop Service tax tables or tax forms, and if this occurs, you must connect to your Payroll for Desktop Service, bring your Subscription account current if necessary, and get the latest Payroll for Desktop Service Updates in order to again be able to process payroll.

5.1.5.2. The Payroll for Desktop Services may contain dated information. In using the Payroll for Desktop Service, you understand that it may not include all the information or the most current information relevant to your particular needs or situation.

#### 5.1.6. Preparation and Filing (or E-Filing and E-Payment) of Payroll Taxes and Other Liabilities

5.1.6.1. Payroll for Desktop Services may include the option to track certain year-end or other payroll taxes and liabilities to aid your completion of forms, records, slips, or other reports for you to file with relevant governmental taxing and revenue authorities. Depending on your location and/or the version of Software or Payroll for Desktop Service you use, the Payroll for Desktop Services may include capabilities to assist you with the preparation and filing of necessary files, forms, or other documentation, either by providing the means to file materials by electronic transmission (from within the Software directly to the applicable governmental authority), or by providing the means to create a file which can be saved to your local computer desktop for filing by means of online transfer (i.e., manually locating and uploading saved file(s) from your computer desktop to the applicable governmental website via a web browser), as well as the possible option to print checks for your delivery to the applicable taxing authority. You understand, however, that regardless of the features or options available with the Payroll for Desktop Services, you alone are responsible for timely preparation and remittance of all required payroll liabilities and taxes filings, including verifying that any Payroll Transaction (defined below) has been sent, received, and accepted by the relevant taxing authority, and if necessary, you are also responsible for manually delivering any filings and payments to the relevant taxing authority in the event that any online Payroll Transaction is rejected, in order to ensure timely receipt of such filing(s) or payment(s) by the taxing authority before the required due date.

5.1.6.2. To be able to electronically file and pay your payroll taxes and other liabilities, whether by transacting directly or by uploading a file from your computer with or to the applicable governmental taxing and revenue authority website (each and all "**Payroll Transaction(s)**") using the Software, you must have an internet connection, a valid license for a compatible, currently supported and registered version of the Software, and an active Subscription to the Enhanced Payroll for Desktop Service. If you are located in a country or region (and if the version of the Software you are using has the capability) and if you choose to electronically file and/or pay your Payroll Transaction by transmitting directly via the Software (and not by manually uploading a file from your computer desktop) to the website of a governmental taxing and revenue authority, the Payroll Transaction will be forwarded to Intuit's Electronic Filing Center where Intuit will convert it to a standardized format and transmit it to the applicable governmental taxing and revenue authority (the "**Electronic Filing Services**"). Except to the extent required by applicable law, Intuit has no obligation to store, maintain, or provide to you any information you provide to Intuit, and you agree to print and save a copy of each Payroll



Transaction for your records. By using the Electronic Filing Services system to prepare and submit Payroll Transaction filings, you consent to the disclosure to the IRS and any other applicable taxing and revenue authority of all information pertaining to your use of the Electronic Filing Services. Use of the Electronic Filing Services system to prepare and submit Payroll Transactions with applicable governmental taxing authorities is subject to availability. If Intuit tells you that information concerning your Payroll Transactions has changed, you must use this corrected information in the future to initiate Payroll Transactions. Some Payroll Transactions may go through the Automated Clearing House (ACH), and you agree that your Payroll Transactions will be governed by the ACH rules. You warrant to Intuit everything that Intuit must warrant as an ACH originator, and you accept any liability you or Intuit may incur which is caused by your Payroll Transactions.

5.1.6.3. If you are located in a country or region (and if the version of the Software you are using has capability) allowing for the filing of Payroll Transactions directly with a governmental taxing and revenue authority, then by using the Electronic Filing Services for Payroll Transactions, you authorize Intuit to send Payroll Transactions, electronically or by any other commercially accepted method, to the applicable financial institution or governmental taxing and revenue authority. You authorize Intuit and its agents (if applicable) to take steps necessary for enrolling you with the appropriate taxing authorities for the purposes of e-filing and e-payment of Payroll Transactions at our discretion. You also authorize and direct the institution which holds your demand deposit account, identified when you sign up, or any other account you identify when using the Enhanced Payroll for Desktop Service in the future ("**Your Account(s)**"), to charge each debit to Your Account(s) and pay that amount to the governmental taxing authority. The authorizations in this Section remain in effect until you notify Intuit the authorization is revoked.

5.1.7. Satisfaction Guarantee. For terms and conditions relating to the Payroll for Desktop Service satisfaction guarantee, see Section 15 below.

5.1.8. Termination and Amendment. For terms and conditions relating to Payroll for Desktop Service or Subscription termination, see Section 14 below.

5.1.9. Restrictions and Limits for Processing Employee Payroll

5.1.9.1. Certain Payroll for Desktop Service Subscription Plans may have restrictions on the number of Employees for whom payroll can be processed. When you purchase an Employee-limited Payroll for Desktop Service or Subscription, you may only be allowed to process payroll up to a certain number of Employees and you may be required to choose a higher Payroll for Desktop Service level or pay an additional fee if you wish to process payroll for more or additional Employees. If you wish to process payroll for fewer Employees, you must choose a lower Payroll for Desktop Service level. Other Payroll for Desktop Services or Subscription Plans may be subject to a per-Employee pricing model, and you may have to pay additional fees for each Employee you add. The term, "**Employees**," as used in this Section, refers to all employees paid on the computer(s) used by the individual(s) for whom a Software license was purchased. We may collect and make use of information about how many Employees you pay and may suggest or recommend an alternate Payroll for Desktop Service level for you based on that information.

5.1.9.2. If you subscribed to a paid Basic or Enhanced Payroll for Desktop Service Subscription Plan under a pricing option which charges a per Employee fee at the end of each month, you are required to connect to your Payroll for Desktop Service at least once every 30 days to allow Intuit to send your payroll data to the Intuit online servers for purposes of calculating your per Employee fee.

5.2. **Assisted Payroll Subscription for Desktop ("**Assisted Payroll for Desktop Service(s)**")**

5.2.1. Using Assisted Payroll for Desktop Services. To be able to subscribe to Assisted Payroll for Desktop Services and in order for you to calculate federal and state payroll taxes, you must have an internet connection and a valid license for a compatible, currently supported, and registered version of the Software. You may subscribe to Assisted Payroll for Desktop Services through the Software. You are solely responsible and liable for the security, and for controlling any access to or use, of any forms W-2 viewed and/or saved on your computer. You agree that Intuit is not and shall not be responsible for the accuracy of any forms W-2. **For purposes of this Agreement, the Assisted Payroll for Desktop Service does not include or apply to Software and Trial versions that do not include access to the Assisted Payroll for Desktop Service.**

5.2.2. License Grant and Restrictions. For license(s) granted to you for use of the Assisted Payroll Desktop Services, see Section 3.1.8., above.



5.2.3. Satisfaction Guarantee. For terms and conditions relating to Assisted Payroll for Desktop Service satisfaction guarantee, see Section 15 below.

5.2.4. Termination and Amendment. For terms and conditions relating to Assisted Payroll for Desktop Service termination, see Section 14 below. Service availability and additional terms and conditions of Assisted Payroll are provided within the QuickBooks Assisted Payroll for Desktop Services agreement.

### 5.3. **Direct Deposit (“Direct Deposit Service(s)”)**

5.3.1. Activating the Direct Deposit Service. In order for you to access, sign up, and activate the Direct Deposit Service option you must have an internet connection and a valid (i) license for a compatible and currently supported version of the Software; (ii) active Subscription for Payroll for Desktop Services; (iii) EIN; and (iv) banking account capable of processing Automated Clearing House or ACH transactions. Forms and information to apply and/or subscribe to the Direct Deposit Services are provided through the Software. The Direct Deposit Service will begin after it is activated within the Software and after we receive and process all the information requested during sign up, including any credit card or bank account information. Processing your information may include submitting your sign up information to third parties such as your bank, credit reporting agencies, and/or other agencies Intuit may use to validate your identity and/or credit history. We may also receive and review credit or similar reports on your business and its principals provided by such third parties. Therefore the information you provide Intuit must be accurate and complete or direct deposits may not be made, and we will be unable to perform the Direct Deposit Service for you. **For purposes of this Agreement, the Direct Deposit Service does not include or apply to Software and Trial versions that do not include access to the Direct Deposit Service.**

#### 5.3.2. Use and Restrictions

5.3.2.1. You may use the Direct Deposit Service only for direct deposit payments to your employees for payroll purposes or to your vendors (including 1099 vendors, additional fees may apply) (collectively, the “**Payees**”). You may fund your direct deposit payments to your Payees (“**Payments**”) by initiating electronic withdrawals within the Software from the demand deposit account of the financial institution you identified on the sign up form (“**Your Account**”). You may identify other financial institutions in the future to fund the direct deposit payments to your Payees. Under certain circumstances Intuit may use wire draw down requests or other funding methods (collectively “**Debits**”) to fund your direct deposits. Debits will also be initiated to pay fees for the Direct Deposit Service and any adjustments to those fees. You will send Payments over the internet in an online session (“**Payment Transaction(s)**”). At the end of your Payment Transaction, we will confirm that we have received it. Your Payment Transaction will not be processed if you do not receive our confirmation before the Payments Transaction is over. However, a confirmation does not mean that your Payment Transaction is error-free, and if errors are detected later we may be unable to complete your Payment Transaction. We will make reasonable efforts to tell you if we cannot complete your Payment Transaction. Payment Transactions taking place after certain processing deadlines may be considered to occur on the next business day.

5.3.2.2. Optional special processing requests may be available as part of the Direct Deposit Service for an additional charge. Special processing fees may apply to some Payments Transactions. We may establish certain security limits on Payment Transactions we process, such as a maximum number or dollar amount of Payment Transactions. We may change these limits from time to time and may choose not to disclose them.

5.3.3. Licensee Responsibilities. You must send us your Payment Transaction prior to the applicable processing lead time stated within the Direct Deposit Service or your Payment Transaction may not be processed. Typically, Payments must be submitted at least two business banking days before the due date. Intuit reserves the right to change these applicable processing lead times from time to time, and you should refer to the lead times stated within the Direct Deposit Service for the most up to date information. Debits will be charged to Your Account one business banking day before the pay date of the applicable Payment and you must have sufficient funds in Your Account to fulfill your Transaction on that date. After that, no interest or earnings will accrue to you and Intuit will hold the money until the Payments are made. Once your Payments are complete and submitted you may recall and resubmit them until we send them to the Automated Clearing House or ACH network. You are solely responsible for verifying that all Payments have been received and are accurate. You must keep any payroll, vendor, tax or other records you need for reference, even though we may have information about the Payments in our files.

5.3.4. Authorization and Agreement for Direct Payments (ACH debits). You acknowledge and agree that (i) most Payment Transactions will go through the Automated Clearing House or ACH; (ii) your Payment Transactions will be governed by the ACH rules; and (iii) the origination of ACH transactions to Your Account must comply with the provisions of U.S. law. You must indemnify and defend Intuit against any claims or lawsuits, including attorneys' fees that arise from or result from your Payment Transactions. If Intuit tells you that an account number or other information concerning your Payment Transactions has changed, you must use this corrected information to initiate future Payment Transactions. You authorize Intuit to initiate debit entries to Your Account and to debit the same to such account, and to send Payment Transactions electronically or by any other commercially accepted method to Your Account. You authorize and direct the depository financial institution that holds Your Account to charge each debit to Your Account and pay that amount to Intuit, and to respond to inquiries from Intuit regarding your information and Your Account. This authorization will remain in full force and effect until Intuit has received written notification from you of its termination in such time and in such manner as to afford Intuit and the depository financial institution that holds Your Account a reasonable opportunity to act on it.

5.3.5. Representations and Warranties. You represent and warrant to Intuit that (i) each person or entity to whom you send Payments has authorized the Payments and any necessary adjustments to be applied to his, her or its account; (ii) at the time any Payment is made you have no actual knowledge that the authorization has been revoked or terminated; (iii) your Payments comply with the laws that apply to them; (iv) that you have authorization to make withdrawals to Your Account; and (v) that all the information you provided to enter into the Agreement is true and correct.

5.3.6. Password Security. You create or ask Intuit to issue a user ID and/or password to initiate Payment Transactions. You are the only person authorized to use your user ID and/or password and for maintaining the confidentiality of your user ID and/or password. You shall not permit or allow other persons to have access to or use your user ID and/or password, except if you choose to share your user ID and/or password with your agents. You are responsible for the use of the Software and Direct Deposit Service under your user ID and/or password. You authorize and direct Intuit and all impacted financial institutions to carry out all Payment Transactions initiated with your user ID and/or password. If your password is compromised, you must change your password and notify Intuit immediately to prevent unauthorized use of your account.

5.3.7. Your Account. Intuit may refuse to process your Payment Transaction if it reasonably believes that Your Account balance is insufficient to cover the dollar amount of the Payment Transaction or for any other reason Intuit deems reasonable. If any amount debited against you is dishonored or returned for any reason, such as, but not limited to, non-sufficient funds, account closed, inability to locate account, or reversal by you and/or your bank, Intuit may: (i) reverse any corresponding credit issued to Intuit, you, your Payees or any other party without liability to you or any other party; (ii) reverse direct deposit transactions; (iii) refuse to perform further Services; (iv) apply any money currently held by Intuit to any amount owed to Intuit by you; (v) charge you a one-time insufficient funds penalty fee; (vi) report this information to any and all credit agencies and/or financial institutions; and/or (vii) immediately terminate this Agreement. Intuit may assess and collect interest on any amounts due and unpaid 10 days after demand. If further collection attempts are required, all Intuit's collections costs, including any costs associated with termination of this Agreement and including but not limited to, attorney fees, where permitted by law, will be charged to you. This section shall, to the extent applicable, survive the termination of this Agreement.

5.3.8. General. If applicable, any sales, use or other taxes payable on the Direct Deposit Service that we must pay will be collected in the same way your fees are paid. Intuit may review your use of the Direct Deposit Service, your credit status or other factors periodically, including submitting your information to third parties such as your bank, credit reporting agencies and/or other agencies used to validate your identity and/or credit history, and/or reviewing credit or similar reports on your business and its principals provided by these third parties. Intuit may terminate your participation in the Direct Deposit Service after such a review. If you (i) default in the payment of any sum of money hereunder; (ii) default in the performance of any other obligations under this Agreement; or (iii) commit an act of Bankruptcy or become the subject of any proceeding under the Bankruptcy Act or become insolvent, or if any substantial portion of your property becomes subject to levy, seizure, assignment, application for sale for or by any creditor or governmental agency, then Intuit may, at its option and upon written notice thereof (x) terminate the Agreement; (y) declare all amounts owed immediately due and payable; and/or (z) require you to deposit an amount equal to its average future monthly or annual processing charges to prepay for any future processing.

5.3.9. Termination and Amendment. For terms and conditions relating to Direct Deposit Service termination, see Section 14, below.

## 6. OTHER SERVICES, TOOLS, AND FEATURES

6.1. **Other Intuit Offerings.** Active Payroll for Desktop Services subscribers may or may not 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.

### 6.2. **Authorized Users; Online Communication and Collaboration; Client Collaborator Tool**

6.2.1. Authorized Users. You agree that granting Authorized Users access to your Software data is voluntary and that you are responsible for revoking any permissions to access your Software and Software data from such Authorized Users.

6.2.2. Online Communication and Collaboration. You agree that from time to time you and your Authorized Users may opt to use certain tools available from within the software that facilitates online communication and collaboration. Separate fees, terms and conditions may apply. You agree that if you and your Authorized Users choose to use these online tools, certain of your Software data may be uploaded to Intuit servers in order to provide the online tool functionality to you.

6.2.3. Client Collaborator Tool. If you and your accountant are using the Client Collaborator, you agree that the accountant owns all the data in the Client Collaborator, and that Intuit will not make the data contained in Client Collaborator available to you unless your accountant agrees.

6.3. **Beta Features.** From time to time, Intuit in its sole discretion, may extend (or otherwise include in or with the Software) the opportunity for you to use or try new or updated Beta Features and to provide feedback (fees may apply). You understand and agree that your use of the Beta Features is voluntary and Intuit is not obligated to provide you with any Beta Features. You understand that once you use the Beta Features, you may be unable to revert back to the earlier non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the earlier non-beta version. The Beta Features are provided on an “as is” basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Beta Features is at your sole risk. Beta Features may not be available to all users, or with or in all software editions or countries.

6.4. **Custom Form Designs.** If you obtain any images from Intuit to be used as background imagery for forms in the Software forms customization feature (additional fees may apply), you understand and agree that such designs may only be used with your QuickBooks forms. For example, you are authorized to use these images on QuickBooks forms that you print or email. You may also order matching business cards and other promotional print items that Intuit offers. You may also customize QuickBooks forms with these images on behalf of your clients who use QuickBooks. However, you may not resell these images or use them for any other purposes, including use on third party generated materials such as forms, web-based materials, or other custom printed business identity products.

6.5. **Data Files Transfer(s) to QuickBooks Online.** If available, you may have the option for a limited transfer of data files from select versions of the Software to select versions of QBO (see materials and documentation accompanying the Software for details). The Terms of Service for QBO shall apply to both the transfer of the Software data files and your use of QBO.

### 6.6. **Data Transfer Feature**

6.6.1. Using Applications and the Data Transfer Feature. You may have the option to acquire or use Applications and to authorize use of certain Data Transfer features, including via the Software, for which additional fees may apply. Those Third Party Applications which may be made available to you, including via the Software, are subject to the third party’s terms and conditions, including their privacy policy. Intuit Applications which may be made available to you are subject to the terms and conditions that accompany that Intuit Application. Some Applications require the use of or access to certain of your Software data. **For purposes of this Agreement, the Data Transfer does not apply to Software and Trial versions that do not include access to the Data Transfer feature.**

6.6.2. License You Grant By Use of Applications and the Data Transfer Feature. Intuit may use (and provide to third parties) a service for Data Transfer in order to, among other things, facilitate certain interoperability, data integration, and data access between



the Software and the applicable Application. By signing up or by using any Third Party Application, you agree that: (i) the Third Party Application provider may have access to and use your applicable Software data to provide to you the particular Third Party Application or related Services per the Third Party Application terms and conditions; and (ii) the Third Party Application provider may transfer your data from the Third Party Application to Intuit for Intuit's use per the terms of this Agreement. You grant Intuit all rights to use your Software data as reasonably necessary to facilitate the Data Transfer to Third Party Application providers and you acknowledge that Third Party Application providers may be located in a country that does not have adequate security controls to protect your Software data. Please carefully review the Third Party Application terms and conditions. **If you do not agree with the terms and conditions of any Third Party Application, including Data Transfer, you should not use or access the Third Party Application or permit it to have access to your Software data.** Please contact the Third Party Application provider for technical issues with the Third Party Application or Data Transfer to and from the Software and Third Party Application. If you want to revoke your authorization to provide your Software data to a Third Party Application, Intuit may provide a feature within the Software or on a website for the Software to allow you to disable such third party access. You acknowledge that turning off such access may affect an Application's functionality or features, and that, you remain liable to the Third Party Application provider for any fees charged to you.

6.6.3. Intuit Has No Responsibility for Third Party Applications or Related Data Transfers. You agree and acknowledge that (i) Intuit has no control over any Third Party Applications; and (ii) Intuit does not endorse or recommend Third Party Applications even if they are marketed or distributed via our Software, Services, or other products or websites, or otherwise associated with Intuit. **You agree that the Third Party Application providers, and not Intuit, are solely responsible for the Data Transfer, the Third Party Application's performance (including technical support), the content on the Third Party Application provider's website(s) 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 Applications.**

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

## 6.7. Financial Institution Services

6.7.1. General. In connection with your use of the Software and as part of the functionality of certain versions of the Software, you may have access to certain online Services that may be made available by your financial institution ("**FI Services**"), including online banking, online payment, online investment account download, online bill pay, and online trading. The Software is designed to allow you to access participating FI Services (if and to the extent provided by your financial institutions) to set up banking information and allow the Software to access your account(s) and download transactions into the Software. You acknowledge and agree that Intuit (i) has no control over the FI Services or access to the FI Services as may be permitted by your financial institution(s); (ii) does not guarantee that you will be able to use the Software with the FI Services; and (iii) will have no liability whatsoever for any actions or inactions on the part of the financial institutions resulting in your inability to use the Software to access your accounts, obtain data, download transactions, or otherwise use or access the FI Services.

6.7.2. Collection of Financial Institution Account Data. You acknowledge that in accessing any FI Services through the Software, your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, and the actual data in your account(s) with such financial institution(s) such as bank balances, credit card charges, debits and deposits (collectively, "**FI Account Data**"), may be collected and stored in the Software depending upon your financial institution and type of account. You authorize Intuit, in conjunction with Intuit's operation of the Software for purposes of the FI Services, to (i) collect your FI Account Data; (ii) reformat and manipulate such FI Account Data; (iii) create and provide hypertext links to your financial institutions; (iv) access the financial institutions' websites using your FI Account Data; and (v) take such other actions as are reasonably necessary to perform the actions described in (i) through (iv) in order for you to access the FI Services. You hereby represent that you are the legal owner of your FI Account Data and that you have the authority to appoint, and hereby expressly do appoint Intuit as your agent with limited power of attorney to access and retrieve your FI Account Data on your behalf.

6.7.3. Information from Financial Institutions' Websites. You acknowledge and agree that (i) some financial institutions may not allow the Software to access the FI Services; (ii) financial institutions may make changes to their websites, with or without notice to us, that may affect overall performance of the FI Services and prevent or delay the FI Services from such websites; and (iii) the Software



refreshes the Software account data by collecting the FI Account Data automatically or manually (depending on your financial institution or any changes by you that may require updating), so your most recent transactions may not always be reflected in any account balances or other account information presented to you in the Software. If you see a discrepancy in the Software account data, and in any case before making any transactions or decisions based on such account information presented in the Software, you should check the last refresh date for the account and confirm the FI Account Data and manually updating such data as necessary.

6.8. **Social Media Sites.** As described furthest above in Section A.5.2, the Software may provide social features or opportunities for experiences on social platforms such as Facebook®, Twitter®, and LinkedIn® that enable or facilitate online sharing and collaboration or the ability to exchange content, materials, and information amongst users of that social platform and the public. Any content or materials 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.

6.9. **Timer Program.** Depending on the edition of the Software you have licensed, you may have the ability to access and use a Timer program (provided bundled with the Software on the physical media or DVD you obtained, or available online as a separately downloadable utility program). If included with the Software, or if otherwise made available by Intuit for download and if supported by the edition of Software you are using, you may use the Timer program on all computers used in your business and may make the number of copies of the Timer program required for this purpose. This does not apply to My Time Application for use with QuickBooks Desktop for Mac which can only be installed on 1 computer (though installation is not required to be made to or on the same computer as the QuickBooks Desktop for Mac Software) to track time for a single user. Timer program data can be imported into certain specified versions of QuickBooks Desktop for Mac only. Check the QuickBooks Desktop for Mac website for details.

6.10. **Payment Products.** If you choose from within the Software to apply for and use Intuit payment products, you understand and agree to the most current versions of the Intuit payment products' terms of service. Check on the payment product website for the latest version(s) of the terms of service for the respective Intuit payment products, currently available here: (i) Intuit Payment Network: <https://ipn.intuit.com/legal/termsAndConditions>, and (ii) Intuit QuickBooks Payments Merchant Service: <http://intuitpayments.com/legal>. From time to time Intuit may update these Terms of Service.

6.11. **ViewMyPaycheck / Employee Portal.** As part of the Payroll for Desktop Services, you may have the option of enabling your employees to access Intuit ViewMyPaycheck (additional fees may apply). ViewMyPaycheck allows each of your employees to view online the information you supplied to Intuit Payroll for Desktop Services for such employee, as well as information that is calculated by Intuit for your employees' paycheck, including but not limited to, net pay, withholdings, W-2s, time-off accumulation and usage. You will also be able to access ViewMyPaycheck to view the paycheck information of each of your employees. You may elect to turn off this functionality within the Software, but if you do, you and your employees will no longer have access to ViewMyPaycheck. In order for you and your employees to use the ViewMyPaycheck Service, you will need to have an active, paid Subscription in good standing to Intuit Payroll for Desktop Services. ViewMyPaycheck contains separate terms of service accessible on the ViewMyPaycheck website that will be applicable to you as well as your employees that are accessing the Service.

## 7. ACQUIRING A PAYROLL FOR DESKTOP SERVICES SUBSCRIPTION

7.1. You Must Be a Licensed QuickBooks Desktop Software User to Subscribe. Whether you purchased your Software license on a standalone or Subscription basis (depending on your location and the purchase options available to you), you may obtain a monthly or annual subscription to the Payroll for Desktop Service at any time by going to the QuickBooks web site, <http://www.quickbooks.intuit.com/>. You must be a licensed subscriber or licensed user of the latest or applicable (currently supported or non-discontinued) QuickBooks Desktop software version in order to use the Payroll for Desktop Service. Restrictions, additional terms, and fees apply. If you purchased a Subscription to QuickBooks Desktop Enterprise, the Payroll for Desktop Service is included.

7.2. Use of Services May Require Acceptance of Additional Terms. The Services, including but not limited to the Payroll for Desktop Services or other Services, Applications, tools, features, and Subscriptions may be accompanied by (and use or continued use subject to this Agreement and your acceptance of) separate agreements, terms, and conditions, as well as payment of any applicable fees.





7.3. **Updates and Upgrades.** For additional information about Payroll for Desktop Service Updates, Upgrades, and eligibility see Section 10 below.

8. **PAYING FOR YOUR SUBSCRIPTION PLAN AND ANY SERVICES.** When you subscribe to a paid Subscription Plan or any Services, you must have a valid credit card or a valid debit card with a Visa or MasterCard logo ("**Card**") or sufficient funds in an acceptable U.S. checking or savings account to cover an electronic debit of the initial and monthly Subscription fee to obtain (and to maintain uninterrupted) the applicable Subscription. The information you provide must be accurate and complete. When you subscribe and provide payment information, your Card or bank account will be debited (initially), and will be thereafter automatically re-debited, at the then current Subscription rate, at the beginning of each applicable monthly, quarterly, or one-year Subscription Plan term ("**Renewal Term**") to maintain the applicable Subscription. You may notify us at any time to cancel a Subscription. To help minimize the potential for unwanted Renewal Term charges, you should notify us of your desire to cancel a Subscription Plan prior to the beginning of the next Renewal Term.

## 9. **WARRANTY DISCLAIMER**

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9.2. **Payroll Tax Tables.** YOU ASSUME FULL RESPONSIBILITY FOR YOUR SELECTION OF THE TAX TABLE TO ACHIEVE YOUR INTENDED PURPOSES, FOR THE PROPER INSTALLATION AND USE OF ANY TAX TABLE, AND FOR VERIFYING THE RESULTS OBTAINED FROM USE OF THE TAX TABLES. INTUIT AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY TERM, REPRESENTATION, WARRANTY, OR CONDITION THAT ANY TAX TABLE OR FUNCTIONS CONTAINED IN ANY TAX TABLE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE TAX TABLES WILL BE UNINTERRUPTED OR ERROR FREE.

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## 10. **RECEIVING SOFTWARE UPDATES; UPDATE AVAILABILITY AND ELIGIBILITY FOR UPGRADE(S)**

10.1. **Receiving Software Updates.** If and when you connect to the internet and use the Software, Intuit may also include Updates in the transmission or install programs you may have requested. Updates may sometimes include bug fixes or other important or critical patches. **We recommend that you install all Updates promptly and that you turn on 'auto update' to help ensure timely receipt of all Updates, including critical Updates.**

10.2. **Update Availability and Eligibility for Upgrade Based on Software License Type.** In exchange for your continued compliance with this Agreement, and any changes or modification to this Agreement made by Intuit as described furthest above in Section A.9., you shall have access to the purchased Software or Subscription in accordance with the following provisions:

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10.2.4. QuickBooks Desktop Enterprise Solutions (Silver, Gold, Platinum), QuickBooks Desktop Pro Plus, and QuickBooks Desktop Premier Plus Subscriptions. During your active Subscription term, you are entitled to the applicable QuickBooks Desktop Software, Enhancements, Updates, and Upgrades to the Software, when-and-if they are available. When your Subscription terminates or lapses, you will lose your license to use the QuickBooks Desktop Software. Though you will no longer have access to the Software and all related Services, you will retain access to your company data file stored on your device, which can be reinstated to a readable QuickBooks Desktop format upon reactivation of your Subscription or with the purchase of a license to the Software.

10.2.5. ProAdvisor Deluxe and Premier (Silver, Gold, Diamond) and QuickBooks Accountant Desktop Plus Subscription. During your active Subscription term, you are entitled to the applicable QuickBooks Desktop Software, Enhancements, Updates, and Upgrades to the Software, when-and-if they are available. When your Subscription terminates or lapses, you will retain your license to use the QuickBooks Desktop Software, as well as Enhancements and Updates when-and-if they are available, but will no longer be entitled to Upgrades.

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12.2. **Support Services Fees.** Only subscribers with (active, paid accounts in good standing and) specified Subscriptions and an included or paid support plan have access to the support Services. If you purchased a Software license on a standalone basis by making a one-time payment, or if your particular Subscription plan does not include support, you will have to pay a fee to access the support Services. Availability and access to all Services, including Support Services for your Software, is subject to the then-current Intuit discontinuation policy applicable to your particular Software version (see below).

## 13. DISCONTINUATION POLICY AND END OF SOFTWARE SUPPORT

### 13.1. Discontinuation Policy; Software Support End-Date; Non-Supported System Requirements, Services, or Software

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13.1.3. Non-Supported System Requirements, Services, or Software (i.e., no longer supported by their third party providers). System requirements and operating environments for use of the Software as designed, including currently-supported operating systems, database engines, browsers and other technical components are available on the website for the Software. Notwithstanding anything above to the contrary, Intuit will not provide (and is not in any way liable to you for) Software support for Services, software, or system requirements or operating environments, including any operating system, database server or browser version, or other technical component, that is unsupported by its originating third party provider. In the event that any currently-supported Services, software, system requirement or operating environment, or other technical component is discontinued or no longer supported by its provider, Intuit will likewise discontinue its Software support for that particular Service, software, system requirement, operating environment or system, database server or browser version, or other technical component.

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