

ONLINE SERVICES AGREEMENT

Tax Year 2018

1. Introduction.

- 1.1 This Online Services Agreement (“Agreement”) is a contract between you and HRB Digital LLC (“H&R Block,” “we,” or “us”). This Agreement governs your use of Products and Services (defined in Section 15) provided by H&R Block, H&R Block Affiliates, and Franchisees.
- 1.2 Be sure that you carefully read and fully understand this Agreement.
 - (A) You may use H&R Block’s Products and Services only if you agree to all the terms of the Agreement.
 - (B) You are considered to have agreed to all the terms of the Agreement if you check your acceptance of the terms of the Agreement during the creation of your account, or you otherwise access, copy, or use any Products and Services.
 - (C) You do not have the right to access and use the Products and Services if you do not agree to the terms of this Agreement.
- 1.3 **THIS AGREEMENT INCLUDES A BINDING ARBITRATION AGREEMENT IN SECTION 11 THAT REQUIRES RESOLUTIONS OF DISPUTES BY INDIVIDUAL ARBITRATION UNLESS YOU OPT-OUT AS PROVIDED IN SECTION 11.**
- 1.4 **THIS AGREEMENT INCLUDES YOUR CONSENT TO ELECTRONIC COMMUNICATIONS AS PROVIDED IN SECTION 12.**
- 1.5 Definitions of key terms are provided in Section 15 below.

2. Your Use of The Products and Services.

- 2.1 **Your licensed and permitted use.** H&R Block grants you a non-exclusive, non-transferrable, non-sublicenseable, and limited license to access and use the Products and Services for your individual personal and/or internal business purposes under the terms, conditions, and limitations set forth in this Agreement and payment of all applicable fees. H&R Block reserves any and all rights not expressly granted to you in this Agreement.
- 2.2 **Your account.**
 - (A) **Creating your account.** You will be required to register and create an account with us to access certain features of the Products and Services. You will be assigned or will select a user name and password through the registration process. By creating an account, you consent to receive e-mail correspondence from H&R Block regarding your account or your use of the Products and Services.
 - (B) **Accurate information.** By registering or creating an account to use the Products and Services, you represent and warrant that your information is true and accurate to the best of your knowledge. You agree not to submit false information such as name, email, address, or telephone number when registering for an account to use the Products and Services.

- (C) **Business Users.** You represent and warrant through your registration and your use of the Products and Services that you have the authority of your company to participate and use the Products and Services on its behalf. Thus, you and your company are responsible for all activity occurring under your account.

2.3 Maintaining the security of your account. You are responsible for all use of the Products and Services under your account.

- (A) **Account protection.** You are responsible for setting up and keeping confidential your account, username, password, Quick Access, and other sensitive information. You must take security precautions with at least reasonable and prudent care.
- (B) **Quick Access protection.** Quick Access is an alternative method you may use to sign into your account to use the Products and Services. You may use alternative credentials like your fingerprint or biometrics to sign into your account.
 - (1) **Enable and disable Quick Access.** You may choose to enable or disable Quick Access on your device at any time by signing into your account and using the Settings Menu.
 - (2) **Personal use.** Only you may use Quick Access to sign into your account. You must never allow others to use Quick Access on your device. If someone other than yourself is authorized to use your device with a fingerprint or other biometric, you must remove any access to your device by someone other than yourself.
- (C) **Unauthorized use of the Products and Services.** You will notify us immediately of any unauthorized use of the Products and Services including use of your account, username, password, Quick Access, or any other security breach of which you are aware.
 - (1) **Notification of unauthorized use.** We will have no liability to you for any unauthorized access or transaction made using your account, username, password, or Quick Access that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.
 - (2) **Suspension of your account.** If we suspect any unauthorized or fraudulent use, we may suspend or cancel your account, username, password, or Quick Access even without receiving notice from you.
- (D) **Your equipment.** You are solely responsible for all device and network security for devices used to access and use the Products and Services, including but not limited to any active firewall, anti-virus software, and anti-spyware software necessary to secure and protect any proprietary or confidential information that you provide, store, submit, send, or disclose directly or indirectly with your use of the Products and Services.

2.4 Conditions of Use.

- (A) **Minimum Age.** You must be 18 years of age or older to use the Products and Services. You represent you are 18 years of age or older.

- (B) **Payment of Applicable Fee.** Your use of the Products and Services may require you to pay a fee to H&R Block, and your use of certain Products and Services may be conditioned upon paying the applicable fee for such Products and Services. If H&R Block processes your payments using a third-party payment processor, such payments will be governed by the third-party payment processor's terms of use and privacy policy. If you obtain a Refund Transfer, your fees are not due until after all services are complete, which is typically when your refund is received and your authorized payments are disbursed, but in any event, no more than 30 days after your tax return is e-filed.
- (C) **Prohibited use.** You must not, directly or indirectly use the Products and Services in a way that is a Prohibited Use (as defined in Section 15).
- (D) **Additional limitations.** Specific limitations to each of the Products and Services are explained further in Section 6.

2.5 You are responsible for the accuracy and completeness of information.

- (A) **Tax returns you file.** You will be the preparer of any tax return filed using the Products and Services (except for Tax Pro Review in Section 6.5 and Block Tax Pro Go in Section 6.8). You have the sole responsibility and liability for reviewing and verifying all tax returns and results from the Products and Services for accuracy and completeness.
- (B) **Information you provide.** You represent that all information you provide is true and accurate and that you have the right to provide the information to us. You grant H&R Block a perpetual and royalty-free license to reproduce, use, store, and process any information that you provide, including Tax Information and other personal information, (1) as necessary for H&R Block to provide the Products and Services, and (2) in a de-identified and aggregated format throughout the world for any purpose. If you provide, or we reasonably believe you have provided, information that is false, incorrect, incomplete, pornographic, or improper, we have the right to delete the information, suspend any of your accounts, and refuse all current or future use of the Products and Services.

2.6 User Content.

- (A) **Definition.** Some Products and Services may provide you the opportunity to contribute User Content in User Areas. You will not provide any User Content that is a Prohibited Use or that violates any intellectual property right of any third party.
- (B) **License to User Content.** You grant H&R Block a perpetual and royalty-free license to reproduce, use, store, and process your User Content throughout the world for any purpose. You acknowledge that H&R Block may preserve and disclose User Content if required to do so by law or we believe in good faith that such preservation or disclosure is reasonably necessary to comply with legal process, enforce this Agreement, respond to a claim that User Content violates any third party's rights, or protect the right, property or personal safety of H&R Block, any users of the Products and Services, and the public.

(C) **No Monitoring of User Content.** H&R Block does not assume any obligation to review, screen, or approve the User Content. However, H&R Block may, in its sole discretion, remove any User Content from a User Area at any time and for any or no reason

2.7 **Your export restrictions.** You will not export the Products and Services or other materials provided by us without obtaining H&R Block's prior written consent.

2.8 **Compliance with applicable laws.** You are solely responsible for compliance with all applicable laws, statutes, ordinances, and governmental authority rules, including those related to data privacy, international communications and the transmission of personal data.

2.9 **Unauthorized use of the Products and Services.** You are responsible for all use of the Products and Services and compliance with this Agreement. You have all responsibility and liability for any breach of this Agreement by you or any user under your account.

3. **Intellectual property rights.** The Products and Services, modifications, copyrights, patents, trade secrets, trademarks, and other intellectual property rights pertaining to any aspect of the Products and Services are our exclusive property. You acquire no ownership interest, derivative work, or component of the Products and Services through your use of the Products and Services. You are not granted right, title, or interest to any trademark, service mark, logo, or trade name of H&R Block under this Agreement.

4. **Your Privacy.**

4.1 **Our Privacy Notice.** Your use of the Products and Services is subject to our Privacy Notice, available at: http://www.hrblock.com/universal/software_privacy_policy.html.

4.2 **Changes to our Privacy Notice.** Consistent with applicable law, we reserve the right to change the Privacy Notice at any time. If we make a material change to the Privacy Notice, we will

- (A) post a notice on our web site describing the change, or
- (B) send you paper or electronic notification of the change.

4.3 **Your Tax Information.** Through your use of the Products and Services, you may be required or requested to supply certain Tax Information or other personal financial information.

(A) **E-file.** If you e-file your tax return, we will collect and send your Tax Information through our affiliated electronic transmitter to the Revenue Authority that you designate. In compliance with applicable law, we will keep an electronic copy of your Tax Information, including e-filing details and status.

(B) **Errors.** We may alert and provide information to Revenue Authorities to correct or identify errors in the Software.

5. **Your Access to Products and Services**

5.1 **Cancelation or modification of Products and Services.** We reserve the right to: change the Products and Services at any time, without notice, and for any reason; or cancel or terminate

your use of the Products and Services if you violate this Agreement. We will not be liable to you or any third party for any modification or discontinuance of Products and Services.

5.2 **Technical difficulties.** We cannot always anticipate technical or other difficulties. These difficulties may result in loss of your data, personal settings, or other interruptions to the Products and Services. We have no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personal settings with the Products and Services.

6. The Products and Services.

6.1 2018 Software.

(A) **Software limitations.** The Software may be used only for the following:

- (1) prepare and e-file your U.S. federal personal tax returns;
- (2) prepare and provide information for your personal state tax returns;
- (3) e-file your personal state tax returns;
- (4) prepare and file your U.S. federal business tax return; and
- (5) prepare and provide information for your business state tax returns.

(B) H&R Block will make commercially reasonable efforts to keep the Software available to you until October 15, 2019.

6.2 Electronic Filing (e-file).

(A) **Your responsibility.** You are solely responsible for verifying that your tax returns have been filed and received by the applicable Revenue Authorities. You are responsible for taking appropriate alternative actions if necessary to ensure the Revenue Authority receives your tax return, and for retaining a copy of your tax returns for your records.

(B) **State requirements.** The ability to e-file your state tax return depends on the policy of each individual state. As such, e-filing may not be available in some states. Some states may require you to e-file your personal federal and state tax returns at the same time.

(C) **Our limited responsibility to e-file.** If an H&R Block tax professional does not file your tax return and you select, qualify for, and pay applicable fees, our only responsibility with respect to e-filing your tax return is limited to using commercially reasonable efforts to send your tax return electronically to the Revenue Authority.

6.3 MyBlockSM Account and related functions on the MyBlock Mobile Application (“MyBlock”).

MyBlock is an online information management service that collects and combines your personal information that we maintain into one application. You may also manage this information from the H&R Block Mobile App.

(A) **Examples of personal information.** Examples of your personal information you can manage in MyBlock include:

- (1) contact information;
- (2) Tax Information and supporting documentation;

- (3) tax return status;
- (4) previous year's tax returns;
- (5) healthcare information;
- (6) Communications;
- (7) financial products information and access; and
- (8) any information you add about yourself and store for future use subject to this Agreement.

6.4 **Ask a Tax Pro Service ("AATP Service").** AATP Service allows you to submit a tax-related question and receive a response from H&R Block and H&R Block tax professionals (collectively "AATP Providers") through a chat function on a website designated by us, or sharing your screen with the AATP Providers in some instances.

(A) **AATP Service limitations.** AATP Service is limited to your personal and non-commercial use and you will not use the AATP Service to obtain information for any person or entity other than you. You must not use the information provided for any purpose except for the preparation of your tax return. AATP Service is limited to U.S. tax issues. AATP Service does not include solutions to payroll tax questions or questions about the tax law applicable to estates, trusts, corporations, partnerships, gifts, and tax exempt organizations. The AATP Service is limited to responding to specific tax questions and does not include a general review of your tax return or preparation of any part of your tax return. Although tax return preparation services are not available through the AATP Service, we offer tax return preparation services through other offerings such as Tax Pro Review. The AATP Provider will not be able to review any source documentation. If you share your screen with the AATP Providers, they will not have control over your screen but may be able to highlight specific areas for your attention. The ability to share your screen with the AATP Provider may not be available. The AATP Services are only available during specific hours which will be provided to you.

(B) **Our response to your request.** Because proper guidance varies based upon individual circumstances, sometimes the AATP Provider's response will not be a direct or complete answer. Instead, the response could be a reference to applicable Revenue Authority that the AATP Provider believes is appropriate in consideration of the information that you have provided. It is your responsibility to interpret the regulations and their applicability to your situation or to engage a professional to assist you in this interpretation.

(1) **Our response time.** AATP Providers attempt to respond to your question or request as soon as possible and within 48 hours. Response times vary. Responses may be provided to you later than 48 hours due to increased volume of inquiries, technical problems, complexity or nature of your request, or your failure to provide the necessary information to answer the request. If your request is not answered within 48 hours, we agree to use commercially reasonable efforts to provide the AATP Service in a timely manner if you cooperate with AATP Provider as necessary to provide the information requested.

(2) **Our right to refuse a request.** The AATP Provider reserves the right to refuse any request and refund you any fee paid for the AATP Service.

- (C) **We recommend that you consult with applicable advisors.** The AATP Service and the AATP Providers are not providing you any legal advice, financial advice, tax preparation services, or investment recommendations. It is recommended that you consult with your own legal, financial, and investment advisors where appropriate.

6.5 **Tax Pro Review.** If you select and pay for the Tax Pro Review service, H&R Block and franchisees (collectively, “Tax Pro Review Providers”) may provide tax advice, review a tax return you have prepared, prepare your tax return using information you have provided, and e-file your tax return with the Revenue Authority, as applicable.

- (A) **Your responsibilities.** You must cooperate with the Tax Pro Review Providers, provide all information and copies of all documents requested, and review information provided by your Tax Pro Review Providers in a timely manner that is reasonably in advance of any applicable tax filing deadlines.
 - (1) If you complete the requirements in (A) above, we agree to use commercially reasonable efforts to provide the Tax Pro Review service you have selected and paid for.
 - (2) If you do not complete the requirements in (A) above, or the information provided is inaccurate, your tax return may be inaccurate or incomplete, and any guarantee offered by us will be void.
- (B) **Additional fees.** The Tax Pro Review Provider may charge an additional hourly service fee for manual data entry, tax schedules, or any other service.
- (C) **Bill of Rights.** If you reside in Chicago, you can find the Chicago Bill of Rights Regarding Tax Preparation Services [here](#). If you reside in New York state, you can find the New York Consumer Bill of Rights Regarding Tax Preparers [here](#). If you reside in New York City, you can find the New York City Consumer Bill of Rights Regarding Tax Preparers [here](#). By accepting agreeing to this Agreement, you acknowledge receipt of the linked documents. Your Tax Pro Review Providers will answer any questions you may have.
- (D) **Your eligibility for other guarantees.** If a Tax Pro Review Provider files your tax return, you are not eligible to obtain the Accurate Calculations Guarantee discussed in Section 7.1 below. But you may have the opportunity to purchase additional products not available to Software users.

6.6 **Automatic Importing of Tax Information.** We may enter agreements with certain financial institutions that will allow you to electronically import Tax Information directly into the Software.

- (A) **Access to Tax Information.** If you elect to use Automatic Importing of Tax Information, we will use the financial institution’s data systems to transfer your Tax Information into the Software. Thus, by requesting such automatic transfer of your Tax Information, you consent to H&R Block accessing, transmitting, and storing your Tax Information.

- (B) **Accuracy and availability of information.** We do not represent or guarantee that Automatic Importing of Tax Information will be available or accurate.

6.7 **Healthcare Subsidy Reconciliation and Penalty Calculation.**

- (A) **Healthcare specific software.** The Software will calculate any healthcare subsidy reconciliation and any penalty you are required to pay because of a lack of healthcare coverage. Additionally, the Software will:
 - (1) e-file or include in the printout IRS Form 8962;
 - (2) automatically include the calculated reconciliation or penalty amount into your refund or amount you owe; and
 - (3) e-file or include in the printout IRS Form 8965 if you already have a penalty exemption number.
- (B) **Filing of your penalty.** You are required to file the penalty exemption application with the IRS. Although the Software may pre-fill a penalty exemption application, we will not and are not required to file the penalty exemption application for you.
- (C) **Your eligibility for other guarantees.** Accurate Calculations Guarantee and Maximum Refund Guarantee discussed in Sections 7.1 and 7.2 below do not apply to any refund, penalty, or interest amount altered by a penalty exemption that is granted after the original tax return was filed.

6.8 **Block Tax Pro Go Service (“BTPG Service”).** If you select and pay for the BTPG Service, we will prepare your 2018 federal and state tax returns using information you have provided, and e-file your tax returns with the Revenue Authority, as applicable.

- (A) **Process.** You will provide us with initial information about you and your tax situation, and we will assign you a tax professional and give you your price quote for your federal return and one state return. Additional state returns cost \$50. You will then provide us with your personal information, including but not limited to your name, birthdate, SSN, phone number, and email address and upload all your tax documents either to your MyBlock account or through our secure message center. After we receive your documents and payment, the tax professional will contact you to gather additional information. The tax professional will complete your federal and state tax returns within 5 days of receiving all required information. You will then pay for and review the tax returns to make sure the returns are complete and accurate, and if you approve the returns, we will electronically file them for you. You will be required to use a MyBlock account to use the BTPG Services.
- (B) **Bill of Rights.** If you reside in Chicago, you can find the Chicago Bill of Rights Regarding Tax Preparation Services [here](#) and Chicago Disclosure Form [here](#). If you reside in New York state, you can find the New York Consumer Bill of Rights Regarding Tax Preparers [here](#). If you reside in New York City, you can find the New York City Consumer Bill of Rights Regarding Tax Preparers [here](#). By accepting this Agreement, you acknowledge receipt of the linked documents. Your tax professional will answer any questions you may have.

(C) **BTPG Services Limitations.** The BTPG Services cannot be transferred to others. The BTPG Services are not available to you if you are under eighteen (18) years of age. You understand and agree that we are not engaged in rendering legal services or other advice, and the BTPG Services are not legal services or advice. You understand that we are relying upon information provided by you, and we do not independently verify information provided by you. However, we may ask you for further clarification and expect you to provide that clarification promptly and candidly. We assume no responsibility for adverse consequences due to your failure to provide information to us in a timely fashion. We are not responsible for providing any services under the BTPG Services if you fail to fully comply with any of your Duties listed in Section 6.8(D). The BTPG Services are only available for your 2018 tax returns. If you need to file tax returns for other years, please visit one of our offices or use our online software. If your tax professional receives your information within 10 days of the filing deadline, you may be required to file an extension, or we may be unable to provide the BTPG Service.

(D) **Your Duties.**

- (1) **Provide Information.** You must provide us with full and accurate personal information that we require to provide or supply you with one or more of the benefits associated with the BTPG Services which may include, without limitation your name, address, telephone number, email address, Social Security number, income documents (W2, 1099, etc.), deduction and credit documentation, receipts, and other personal information. You will provide this information by uploading relevant documents to your MyBlock account or to your tax professional through the secure message center. If we are unable to obtain the required personal information from you, the services or benefits that you receive through the BTPG Services may be unavailable, limited, or reduced.
- (2) **Review and Approve Returns.** After your tax professional completes your federal and state tax returns, you must review and approve all returns before your tax professional can file your tax returns for you. We will not file any tax returns unless we receive your approval. If you identify any errors in your tax return during your review (and before you approve), your tax professional will work with you to correct any errors.
- (3) **BTPG Service Payment.** We will not file any tax returns until we receive payment for your tax returns (or you agree to the appropriate paperwork if you are paying for your tax preparation fees with your refund).
- (4) **Tax Payment.** YOU HAVE THE OBLIGATION TO PAY ALL YOUR TAX LIABILITY FOR CURRENT AND FUTURE TAX YEARS, INCLUDING PAYMENT OF THE WITHHOLDINGS AND QUARTERLY ESTIMATED TAX PAYMENTS, AND TO COMPLY WITH ALL FILING REQUIREMENTS DURING AND SUBSEQUENT TO OUR BTPG SERVICES.

7. **Limited Guarantees.**

7.1 **Accurate Calculations Guarantee.** If you used and paid for the Software, and the Software makes an error in your return, subject to the conditions below, we will reimburse you up to a

maximum of ten thousand dollars (\$10,000) for the penalty and interest that you would otherwise not have been required to pay. This guarantee is not available if the alleged Software error was caused in part by changes to tax laws after January 1, 2019.

(A) **Qualifications for reimbursement.** To qualify for the reimbursement under this Section 7.1, all the following conditions must be met:

- (1) The penalty and interest is for your 2018 tax year personal or business return.
- (2) You used the Software in accordance with all terms and conditions of this Agreement and any operating instructions.
- (3) You filed the return by April 17, 2019, or you filed the return by the filing date that was properly extended.
- (4) You paid the amount of penalties and interest to a Revenue Authority.
- (5) The penalty and interest caused solely and directly because of:
 - (a) an arithmetic error made by the Software; or
 - (b) incorrect advice on the electronic chat transcript from our AATP Service.
- (6) You notified H&R Block at HRB Digital LLC, Attn: Calculations Guarantee Claims, P.O. Box 10435, Kansas City, Missouri 64171-0435 within thirty (30) days after the penalty or interest was assessed or you received a notice from any Revenue Authority regarding your tax return, whichever is earlier.
- (7) You timely sent us complete documentation of the penalty and interest, including:
 - (a) all correspondence to and from each Revenue Authority;
 - (b) a paper and electronic copy that is readable by the Software of your tax returns filed with each Revenue Authority;
 - (c) proof that you paid the penalty and interest; and
 - (d) any other relevant information we reasonably request.
- (8) You took any action reasonably requested by us including filing an amended tax return if necessary, to limit any further penalties and interest from accruing.
- (9) You paid any applicable fees for license of the Software and the Products and Services at the time of the initial filing or printing of your tax return.
- (10) The penalty or interest is not based on incorrect advice you received from us that you knew was incorrect at the time you filed your return.
- (11) You did not provide any false information in connection with your account registration or tax return.
- (12) The Software is originally licensed to you and is not assigned or otherwise transferred from another party.

(B) **Ineligibility for reimbursement.** We will not reimburse you for penalty or interest resulting from:

- (1) your choice to take a credit or deduction suggested to you by the Software;
- (2) any form not supported by the Software;
- (3) interest from the filing deadline to the date you filed your return if you filed your return late;
- (4) more than an aggregate of ten thousand dollars (\$10,000) in interest and penalties owed to any Revenue Authorities based on all federal or state tax returns, including business returns, you filed for the 2018 tax year using the Software;
- (5) incorrect entry of data by you or any third party;
- (6) data incorrectly imported into the Software from a financial institution, Automatic Importing of Tax Information, or other software;

- (7) your failure to follow the Software instructions;
- (8) your breach of any of the terms of this Agreement;
- (9) your failure to correct and resolve errors identified by the Software;
- (10) a claim for an improper or unsupported deduction;
- (11) a failure to report income;
- (12) your failure to provide all necessary information to us;
- (13) an incorrect interpretation of the law by you;
- (14) retroactive changes to federal or state tax laws; or
- (15) any other reason outside of our control.

- (C) **Exclusive remedy.** This Section 7.1 states our entire obligation and liability and your exclusive remedy for any errors in your return caused by us or the Software. The monetary remedies available under this Section 7.1 are not available if you request a refund for any Software in accordance with Section 7.2 below.

7.2 Maximum Refund Guarantee. If you used and paid for the Software, and if you find an error in the Software that entitles you to a larger refund (or smaller tax liability) for your personal or business tax returns, we will refund the Software fees to prepare that return and you may file an amended return using our tax software program at no additional charge.

- (A) **Qualification.** To qualify, the refund claim must be made during the calendar year in which the return was prepared, and the larger refund or smaller tax liability must not be from:
- (1) differences in data supplied or positions taken by you;
 - (2) your choice not to claim a deduction or credit;
 - (3) inclusion of a form that is not supported by the Software;
 - (4) positions taken on your return that are contrary to law or any Revenue Authority regulations;
 - (5) changes in federal or state tax laws after January 1, 2019; or
 - (6) any other H&R Block-branded tax preparation solution.
- (B) **To make a claim.** Within the same calendar year that your tax return was prepared and filed you must mail a copy of your federal and state tax return created by the Software, supporting evidence showing the error in the Software, and any other relevant information requested by us. You must send the claim to ATTN: Refund Claims, HRB Digital LLC, P.O. Box 10435, Kansas City, Missouri 64171-0435
- (C) **Limited application.** This Section 7.2 does not apply to supplemental products or services you obtained through your use of the Software.

7.3 Accuracy of DeductionPro® (“DeductionPro”) online deduction service program valuations. DeductionPro is a tool to help users track and value their charitable donations and other itemized deductions.

- (A) **Values.** The values of all items contained in DeductionPro are compiled based on our research of average fair market values for clothing, appliances, sporting goods, and other items. The value of an item is primarily based on the quality and condition of the item that you determine and input into DeductionPro. If you have any questions about a valuation, you should consult with a qualified appraiser or tax advisor. We recommend that you keep

detailed descriptions and photographs of donated items if any of your values are challenged by the IRS or any state revenue authority.

- (B) **Limitation of DeductionPro.** DeductionPro does not calculate or accommodate complex tax situations including:
- (1) charitable trust donations;
 - (2) partial interest donation;
 - (3) carryovers from the previous year's donations; or
 - (4) non-cash donations of over \$5,000 in value.
- (C) **Remedy for IRS objection or error.** If the IRS objects to the values placed on donations by DeductionPro or any mathematical calculations provided by DeductionPro are inaccurate, your exclusive remedy is for us to reimburse you subject to the limitations in this section 7.3. We will not reimburse you for additional taxes owed to the IRS. We will only reimburse you for any penalties or interest paid to the IRS provided the following qualifications are met.
- (1) You obtained access to DeductionPro from us or an authorized source and used it for the 2018 tax year.
 - (2) The fee or penalty was caused directly and solely from incorrect valuation or a mathematical error in DeductionPro.
 - (3) You accurately identified the donated item from the list of items contained in DeductionPro and accurately assessed the quality and condition of the item.
 - (4) You obtain and possess documentation of your donation from the charitable organization and an appraisal for the items as required by law.
 - (5) You notified H&R Block at HRB Digital LLC, Attn: Calculations Guarantee Claims, P.O. Box 10435, Kansas City, Missouri 64171-0435 within thirty (30) days after the penalty or interest was assessed or you received a notice from any Revenue Authority regarding your tax return, whichever is earlier.
 - (6) You send us complete documentation of the penalty and interest including:
 - (a) all correspondence to and from the IRS;
 - (b) a copy of your tax return as filed with the IRS in paper and electronic media;
 - (c) proof that you paid the penalty and interest; and
 - (d) other information we reasonably request.
- (D) **Guarantee limitations.** This guarantee does not apply to
- (1) any items or groups of items that you claimed a deduction of more than \$5,000 per item or group;
 - (2) items not contained in DeductionPro's database;
 - (3) donations of automobiles;
 - (4) publicly traded securities or appreciated property;
 - (5) items that you cannot substantiate the deduction or the condition of the deduction; or
 - (6) any property that you enter your own value or override the value suggested by DeductionPro.

8. **Disclaimer of Warranties.**

8.1 **General Disclaimer.** OTHER THAN THOSE EXPRESS WARRANTIES AND GUARANTEES SET FORTH IN THIS AGREEMENT, H&R BLOCK, H&R BLOCK AFFILIATES, AND FRANCHISEES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES.

(A) **Disclaimer of implied warranty.** WITHOUT LIMITING THE PRECEDING SENTENCE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY IMPLIED WARRANTIES SUCH AS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM YOUR LICENSE AND USE OF THE PRODUCTS AND SERVICES. SOME STATES, INCLUDING NEW JERSEY, DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES. IF YOU LIVE IN ONE OF THESE STATES, THE ABOVE LIMITATIONS DO NOT APPLY TO YOU AND IN SUCH CASE, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE MINIMUM PERMISSIBLE UNDER APPLICABLE LAW FROM THE DATE YOU FIRST ACCESSED, USED OR ACQUIRED THE PRODUCTS AND SERVICES.

(B) **Disclaimer of express warranty.** OTHER THAN EXPRESSLY PROVIDED IN THIS AGREEMENT, H&R BLOCK, H&R BLOCK AFFILIATES, AND FRANCHISEES DO NOT WARRANT OR PROMISE THAT THE PRODUCTS AND SERVICES WILL IDENTIFY THE APPROPRIATE DOCUMENTS FOR YOUR NEEDS, THAT THE OPERATION OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, OR THAT THE PRODUCTS AND SERVICES ARE FREE FROM BUGS OR ERRORS. OTHER THAN EXPRESSLY PROVIDED IN THIS AGREEMENT, H&R BLOCK, H&R BLOCK AFFILIATES, AND FRANCHISEES MAKE NO OTHER PROMISES ABOUT THE PERFORMANCE, ACCURACY, OR RELIABILITY OF THE PRODUCTS AND SERVICES OR THEIR ABILITY TO MEET YOUR REQUIREMENTS. WHILE H&R BLOCK, H&R BLOCK AFFILIATES, AND FRANCHISEES ARE PROVIDING THE PRODUCTS AND SERVICES AS A GENERAL TOOL TO ASSIST YOU IN PREPARING AND FILING YOUR TAX RETURNS AND OTHER FUNCTIONS, THE PRODUCTS AND SERVICES DO NOT REPLACE YOUR OBLIGATION TO EXERCISE YOUR INDEPENDENT JUDGMENT IN USING THE PRODUCTS AND SERVICES. YOU ARE SOLELY RESPONSIBLE FOR CORRECTLY INPUTTING YOUR INFORMATION INTO THE PRODUCTS AND SERVICES AND FOR VERIFYING ALL OUTPUTS RESULTING FROM YOUR USE OF THE PRODUCTS AND SERVICES. OTHER THAN EXPRESSLY PROVIDED IN THIS AGREEMENT, H&R BLOCK, H&R BLOCK AFFILIATES, AND FRANCHISEES DO NOT WARRANT ANY PARTICULAR RESULTS THAT YOU MAY OBTAIN IN USING THE PRODUCTS AND SERVICES.

8.2 **The Products and Services are not legal advice.** YOU ACKNOWLEDGE THAT H&R BLOCK AND ITS RESPECTIVE LICENSORS, H&R BLOCK AFFILIATES, AND FRANCHISEES DO NOT PRACTICE LAW NOR ARE THEY PROVIDING OR RENDERING ANY SUCH LEGAL OR OTHER PROFESSIONAL SERVICES TO YOU WITH REGARD TO THE PRODUCTS AND SERVICES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PRODUCTS AND SERVICES ARE NOT SUBSTITUTES FOR THE ADVICE OF AN ATTORNEY OR OTHER COMPETENT PROFESSIONAL. YOU FURTHER ACKNOWLEDGE AND AGREE THAT LAWS VARY FROM STATE TO STATE AND CHANGE OVER TIME AND THAT THE FINAL DOCUMENTS, FORMS AND LETTERS SHOULD BE REVIEWED BY AN ATTORNEY OR OTHER COMPETENT PROFESSIONAL BEFORE USE AND BEFORE YOU FILE YOUR TAX RETURN.

9. **Limitations on Liability and Damages.**

9.1 **Exclusive remedy.** EXCEPT AS EXPRESSLY PERMITTED BY SECTION 7, YOUR EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF H&R BLOCK AND ITS LICENSORS, H&R BLOCK AFFILIATES AND FRANCHISEES WITH RESPECT TO YOUR USE OF THE PRODUCTS AND SERVICES WILL BE LIMITED TO THE AMOUNT PAID BY YOU TO H&R BLOCK FOR THE PRODUCTS AND SERVICES. IN NO EVENT WILL H&R BLOCK, H&R BLOCK AFFILIATES, LICENSORS OR FRANCHISEES BE LIABLE TO YOU, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, FOR ANY TAX LIABILITIES OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST DATA, LOST PROFITS OR BUSINESS, LOSS OF USE, OR FOR ANY CLAIM OR DEMAND AGAINST YOU BY ANY OTHER PARTY, EVEN IF H&R BLOCK OR H&R BLOCK AFFILIATES, LICENSORS OR FRANCHISEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 **No additional liability.** You agree that H&R Block, H&R Block Affiliates, licensors and franchisees will not at any time have any additional liability for any claim, cause of action or injury that you or any other person may have as a result of: (1) your use of, or inability to use, the Products and Services; (2) your use of any documents generated by the Products and Services; (3) your retention of, or your failure to consult or retain, an attorney or other competent professional with respect to any contract, document or legal matter; (4) connection or toll charges for using the Products and Services or obtaining updates for the Products and Services; or (5) any fees, costs or expenses arising out of troubleshooting or technical support for the Products and Services.

9.3 **States excluded.** SOME STATES, INCLUDING NEW JERSEY, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF YOU LIVE IN ONE OF THESE STATES, THE ABOVE LIMITATION OR EXCLUSION DOES NOT APPLY TO YOU.

9.4 **Essential purpose of this agreement.** You agree that the essential purposes of this Agreement may be fulfilled even with these limitations on liabilities. You acknowledge that H&R Block would not be able to offer the Products and Services on an economical basis without these limitations.

10. **Indemnification.** You agree to defend and hold harmless H&R Block, H&R Block Affiliates and their respective current and former successors, assigns, officers, directors, representatives, employees, and agents from and against any and all claims, suits, settlements, losses, liabilities, penalties, damages (including incidental and consequential damages), costs, and expenses (including reasonable attorneys' fees and expenses) resulting from or arising out of your breach of this Agreement or your User Content.

11. **ARBITRATION IF A DISPUTE ARISES ("Arbitration Agreement").**

11.1 **Scope of Arbitration Agreement.** All disputes and claims between you and any one or more of the H&R Block Parties (as defined below) will be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. However, either you or the H&R Block Parties may bring an individual claim in small claims court, as long as it is brought and maintained as an individual claim. All issues are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of paragraph 11.3 below, must be determined by the

court and not the arbitrator. For purposes of this Agreement, the term “H&R Block Parties” includes HRB Digital LLC, HRB Tax Group, Inc., and Emerald Financial Services, LLC; as well as any of their direct or indirect parents, subsidiaries, and affiliates. This term also includes the predecessors, successors, officers, directors, agents, employees, and franchisees of any of them.

Right to Opt Out of This Arbitration Agreement: You are not required to accept arbitration even though you must accept this Agreement to receive service today. You may opt out of this Arbitration Agreement within the first 60 days after you accept this Agreement by fully filling out the form found at www.hrblock.com/goto/optout, or by sending a signed letter to Arbitration Opt-Out, P.O. Box 32818, Kansas City, MO 64171. The letter should include your printed name, the first five digits of your Social Security Number, state, zip code, and the words “Reject Arbitration.” If you opt out of this Arbitration Agreement, any prior arbitration agreement will remain in force and effect.

11.2 How arbitration works. Either party may initiate arbitration, which will be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the dispute, the parties will agree to, or the court will select, another arbitration provider. Unless you and the H&R Block Parties agree otherwise, any arbitration hearing must take place in the county of your residence. If you accept this Agreement outside the United States, the arbitration hearing must take place in the county in which you last resided in the United States. We encourage you to call 1-800-HRBLOCK in advance of filing a claim for arbitration to see if the dispute may be resolved prior to arbitration.

11.3 Waiver of right to bring class action and representative claims. All arbitrations will proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys’ fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and will not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. **You and the H&R Block Parties also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and the H&R Block Parties hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.** If a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular claim for relief, then that claim for relief (and only that claim for relief) must remain in court and be severed from any arbitration. The H&R Block Parties do not consent to, and the arbitrator will not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

11.4 Arbitration costs. The H&R Block Parties will pay all filing, administrative, arbitrator and hearing costs. The H&R Block Parties waive any rights they may have to recover an award of attorneys’ fees and expenses against you.

11.5 Other terms & information. This Arbitration Agreement will be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable

federal law. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. Notwithstanding any provision in this Agreement to the contrary, we will not make any material change to this Arbitration Agreement without providing you with an opportunity to reject that change by following the directions in the notice of changes. Rejection of any future change will not impact this or any prior Arbitration Agreement you have made.

12. **Consent to electronic communication.** This consent to electronic communications provides important information required by the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and your consent to electronic delivery of any Communications relating to your use of the Products and Services or your relationship with us.

12.1 **Scope of consent.** You agree that any Communication we provide you may be in electronic form, and that all Communications in electronic format from us to you will be considered “in writing.” Your consent to receive Communications electronically applies to all Communications relating to your use of the Products and Services or your relationship with us. You also agree that H&R Block does not need to provide you with an additional paper (non-electronic) copy of the Communications unless specifically requested as described below. You should print or download for your records a copy of this Agreement and any other Communication that is important to you. This consent does not require us to deliver Communications electronically, and we may provide paper copies of Communications at our discretion.

12.2 **Method of delivery.** We may provide electronic Communications to you in at least one of the following methods:

- (A) via e-mail at the e-mail address you designated to us;
- (B) by access to a designated area of our website (*e.g.*, MyBlock); or
- (C) during your use of the Products and Services including, without limitation, via a screen or page within the Products and Services or via a link from within the Products and Services to a web page containing the Communications.

12.3 **Hardware and software requirements.** To access Communications, you must have the following:

- (A) a Current Version (defined below) of Internet Explorer, Chrome, Safari, or Firefox;
- (B) an internet connection;
- (C) an email account and related software for accessing the email account;
- (D) a Current Version of a program that accurately reads and displays PDF files; and
- (E) a device with an operating system capable of supporting all the above. You will need a printer if you wish to print and retain paper records or electronic storage if you wish to retain records in electronic form.
- (F) “Current Version” means a version of the software that is currently being supported by its publisher.

12.4 **Obtaining paper copies.** You have the right to receive a paper copy of Communications. You may request a paper copy of Communications by calling 1-800-HRBLOCK. We must receive your request within a reasonable time after we first provided the Communication to you.

12.5 **Withdrawing consent and updating information.**

- (A) **Withdraw consent or update information.** If you want to withdraw your consent to receive Communications electronically or your e-mail address changes, you must notify H&R Block in writing at the following address: HRB Digital LLC, Attn: Client Services 6th Floor, P.O. Box 10435, Kansas City, Missouri 64171-0435. Please provide your physical address, e-mail address, and phone number to request the change. If you fail to notify H&R Block of a change in e-mail address, any communications sent via e-mail will be deemed to have been provided or made available to you in electronic form.
- (B) **Result of withdrawing consent.** If you choose to withdraw your consent to receive Communications electronically, then you may be unable to access certain features or functionality of the Products and Services. In some cases, your decision to withdraw your consent to receive Communications electronically may impede the functionality and features of the Products and Services to an extent that H&R Block terminates your License to use the Products and Services. You acknowledge that some notices may be “one-time” notices for which your consent may not practically be withdrawn after receiving the initial electronic notice.

13. **Termination of this Agreement.** Without prejudice to any other rights, H&R Block may immediately terminate this Agreement if you fail to comply with these terms and conditions. Upon termination of this agreement, you must immediately stop use and access to the Products and Services. All provisions of this Agreement that are intended to survive or that must survive in order to give effect to its meaning (including, but not limited to, the provisions of Sections 3, 8, 9, 10, 11, and 14) will survive the termination or expiration of this Agreement.

14. **Other**

14.1 **Governing law.** This Agreement is governed by, interpreted, construed, and enforced in accordance with the law of the state where you accepted this Agreement except to the extent inconsistent with or preempted by federal law.

14.2 **Entire agreement.** This Agreement is the entire and exclusive agreement between the parties with respect to the subject matter hereof and it supersedes all previous communications, representations, or agreements, either oral or written, between them. A representation or statement of any kind made by any representative of H&R Block and not included in this Agreement, is not binding on H&R Block.

14.3 **Amendments.** We have the sole discretion to change the terms of this Agreement or make changes related to any aspect of the Products and Services. If this occurs, we will provide notice to you via any means we consider reasonable including, without limitation, e-mail, posting on our website, or updates to the Products and Services. After we provide notice, continued use of the Products and Services constitutes your acceptance of the changes and the Agreement (as amended). You may avoid changes to the Arbitration Agreement by following the directions described in Section 11.5 of the Arbitration Agreement above.

14.4 **Waiver.** No waiver of any provision or condition herein is valid unless in writing and signed by you and an authorized representative of us. Our failure to insist on or enforce strict performance

of any provision of this Agreement or any right is not to be construed as a waiver of any provision or right.

14.5 Severability. Except as provided in Section 11, any provision of this Agreement determined to be illegal or unenforceable is automatically reformed and construed to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement will not render invalid the remainder of this Agreement.

14.6 Notices. Except as otherwise indicated, any notices under this Agreement to us must be personally delivered or sent by certified or registered mail, return receipt requested, or by U.S. Postal Service express mail, to HRB Digital LLC, Attn: Tax Program Notices, One H&R Block Way, Kansas City, Missouri 64105 or to such other address as H&R Block specifies in writing. Notices will be effective upon receipt that may be shown by confirmation of delivery.

14.7 H&R Block and H&R Block Affiliates. All references in this Agreement to H&R Block and H&R Block Affiliates, where the context permits, includes H&R Block's and H&R Block Affiliates' respective directors, officers, employees, contractors and agents.

14.8 Agreement headings. The headings contained herein are for the convenience of the parties only and are not to be used to interpret or construe any of the terms of this Agreement.

14.9 Third Party beneficiaries and assignment. This Agreement is solely between you and H&R Block. H&R Block's respective licensors, suppliers, franchisees, and H&R Block Affiliates are considered to be third party beneficiaries of this Agreement solely to the extent necessary for them to enforce any protections afforded them by this Agreement. All rights and benefits of this Agreement from H&R Block are intended solely for the original purchaser of the Products and Services. You must not assign, delegate or otherwise transfer this Agreement or any of your rights under this Agreement. H&R Block may assign this Agreement in its sole discretion and will use reasonable efforts to notify you of an assignment. The remedies and all other rights and benefits provided under this Agreement are personal to the original purchaser of the Products and Services from H&R Block or from its authorized reseller and such rights and benefits must not be assigned or otherwise transferred to any other party. This Agreement inures to the benefit of H&R Block and its respective permitted successors and assigns.

14.10 Taxation. The taxability of the Products and Services will be determined and governed by the purchase agreement or invoice for the specific Products and Services used or paid for.

15. Definitions.

15.1 "Communications" means all notices, disclosures (including those required by law), agreements, fee schedules, tax returns, records, documents, or other information we provide to you or that you sign or agree to relating to your use of Products and Services or your relationship with us.

15.2 "H&R Block Affiliates" includes any entities that directly or indirectly control, are controlled by, or are under common control with HRB Digital LLC.

15.3 **“H&R Block Parties”** includes HRB Digital LLC, HRB Tax Group, Inc., and Emerald Financial Services, LLC; as well as any of their direct or indirect parents, subsidiaries, and H&R Block Affiliates, as well as predecessors, successors, officers, directors, agents, employees, and franchisees of any of them.

15.4 **“Products and Services”** means the Software, the Products and Services listed and described in Section 6, and any other H&R Block product or service that you select, pay for, or use.

15.5 **“Prohibited Use”** includes any of the following activities when using the Products and Services:

- (1) re-distribute, sell, rent, loan, or otherwise transfer the Products and Services or any rights or benefits in the Products and Services to any other person or entity;
- (2) share your username or password with any third party;
- (3) use the Products and Services in any unintended manner;
- (4) use the Products and Services for the benefit of any third parties;
- (5) make the Products and Services available on a file-sharing service, application service provider, outsourcing basis, or service bureau basis;
- (6) use the Products and Services to provide services for third parties, including but not limited to tax-related advice or consulting services, and preparation of any documents using the Products and Services for a third party;
- (7) duplicate the Products and Services by any means;
- (8) remove any proprietary notice, labels, or marks on the Products and Services, documentation, advice related to the Products and Services, or any work product generated from your use of the Products or Services;
- (9) derive or attempt to derive the source code of the Products and Services;
- (10) disable or circumvent any access control or related device, process, or procedure established with respect to the Products and Services;
- (11) disassemble, modify, or reverse engineer the Products and Services;
- (12) seek to derive the source code from any executable object code provided to you;
- (13) modify, translate, or otherwise create derivative works based on any part of the Products and Services;
- (14) use the Products and Services in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Products and Services;
- (15) upload, post, transmit, share, store, or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable;
- (16) upload, post, transmit, share, or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (17) upload, post, transmit, share, or otherwise make available any material that contains software viruses or any other code, files, or programs designed to interrupt, destroy, or limit the functionality of any software or hardware or telecommunications equipment; and
- (18) upload, post, transmit, share, store, or otherwise make available content that would constitute, encourage, or provide instructions for a criminal offense, violate the

rights of any party, or that would otherwise create liability or violate any local, state, national, or international law.

15.6 **“Revenue Authority”** means the IRS and any applicable state revenue authorities.

15.7 **“Software”** means the hosted 2018 online and mobile version of the H&R Block tax software and related functions provided by H&R Block.

15.8 **“Tax Information”** means all your personal information, documents, and any other information used to prepare your tax return.

15.9 **“User Content”** means any ideas, comments, questions, feedback, or other communications you provide in User Areas.

15.10 **“User Areas”** means blogs, message boards, chat rooms, e-mail, and other features of the Products and Services that may be offered from time to time and are operated by H&R Block or a third party on our behalf.