ONLINE SERVICES AGREEMENT

1. Introduction.

1.1. This Online Services Agreement ("Agreement") is a contract between you and HRB Digital LLC and HRB Tax Group, Inc. (together, "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 (defined in Section 15), and H&R Block's third party independently owned 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 if 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 MUTUAL BINDING ARBITRATION AGREEMENT IN SECTION 11 THAT REQUIRES RESOLUTION OF DISPUTES BY INDIVIDUAL ARBITRATION UNLESS YOU OPT OUT AS PROVIDED IN SECTION 11. SECTION 11.6 OF THE ARBITRATION AGREEMENT INCLUDES PROCEDURES FOR RESOLVING ARBITRATIONS OF SIMILAR CLAIMS ASSERTED BY CLAIMANTS REPRESENTED BY THE SAME OR COORDINATED COUNSEL WHICH, AS EXPLAINED BELOW, MAY DELAY THE ARBITRATION OF YOUR CLAIM.**

1.4. 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 upon 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 username 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 or report such use to the authorities.

(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) **OFAC Compliance**. You are not an individual or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and you are not engaged in any dealings or transactions or be otherwise associated with such persons or entities. You are not based in Cuba, Iran, North Korea, Syria, the Crimea, the Donetsk, and the Luhansk regions of the Ukraine or in any other country that is subject to economic sanctions or trade embargoes. You are not otherwise prohibited from using H&R Block's Products and Services under the laws and regulations of the United States, or any other applicable jurisdiction.

(E) **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 Assisted Tax Preparation 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, and for verifying that all required forms have been filed with the IRS or applicable Revenue Authority, including forms that are supported by the Products and Services.

(B) **Information you provide.** You represent that all information you provide is accurate, consistent, and complete and that you have the right to provide the information to us. You understand that we are relying upon information provided by you (including information on source documents), and we do not independently verify information that you provide. It is your responsibility to substantiate the basis for any claimed credits, deductions, or expenses. 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 in accordance with Section 4, including but not limited to, (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) **User Content**. 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 without any compensation or remuneration to you. 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, regulations, statutes, ordinances, and governmental authority rules regarding your use of the Products and Services, 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 an 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. **Cancellation 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 data, communications, or personal settings with the Products and Services.

6. **The Products and Services.**

6.1. **2025 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, 2026.

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 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. **MyBlock℠ Account and related functions on the MyBlock Mobile Application ("MyBlock").** MyBlock is an online portal that allows you to manage information, interface with a tax professional, and access different Products and Services. You may also manage this information or access this functionality from the H&R Block Mobile App. The MyBlock My Documents feature is provided as a service to enable customers to utilize H&R Block's tax preparation and financial products or services. Any document or personal information you upload may be shared with your tax professional to assist in the preparation of your tax return or to otherwise provide the Products and Services to you. You are prohibited from storing any documents or files that do not relate to tax preparation or financial products or services ("Unrelated Files"). H&R Block reserves the right to delete without notice Unrelated Files stored in My Documents. We reserve the right to remove any documents or personal information that is beyond the applicable retention period.

(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 (as defined below);
(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. **Online Assist ("Online Assist").** Online Assist allows you to submit a tax-related question and receive a response from H&R Block or franchisee tax professionals (collectively "Online Assist Providers") through a chat function on a website designated by us, or sharing your screen with the Online Assist Providers in some instances.

(A) **Online Assist limitations.** Online Assist is limited to your personal and non-commercial use and you will not use Online Assist 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. Online Assist is limited to U.S. tax issues. Online Assist 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. Online Assist 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 Online Assist, we offer tax return preparation services through other offerings such as Tax Pro Review. The Online Assist Provider will not be responsible for the review of any source

documentation. If you share your screen with the Online Assist 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 Online Assist Provider may not be available. Online Assist is 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 Online Assist Provider's response will not be a direct or complete answer. Instead, the response could be a reference to applicable Revenue Authority that the Online Assist 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.** Online Assist Providers attempt to respond to your question or request as soon as possible. Response times vary. Responses may be delayed 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. We agree to use commercially reasonable efforts to provide Online Assist in a timely manner if you cooperate with Online Assist Provider as necessary to provide the information requested.

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

(C) **We recommend that you consult with applicable advisors.** Online Assist and the Online Assist 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, tax, and investment advisors where appropriate.

6.5. **Tax Pro Review.** If you select and pay for the Tax Pro Review service, H&R Block or 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 and otherwise comply with the terms of this Agreement, 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, inconsistent or incomplete, 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 can answer your questions regarding these Bills of Rights.

6.6. Artificial Intelligence. We may use artificial intelligence ("AI") technologies to help process and collect your information. H&R Block may also offer generative AI assistants through H&R Block Online and MyBlock at its sole discretion. AI Tax Assist is a generative artificial intelligence ("AI") chatbot that is offered with H&R Block Online Plus, Deluxe, Premium, and Self-Employed tax offerings. AI Tax Assist provides answers to your general tax and H&R Block products related questions. While AI Tax Assist is available to you, you are not required to use it to get answers to your questions. If preferred you can contact one of our live tax experts instead. AI Tax Assist and other generative AI assistants utilizes artificial intelligence technology that is evolving and may have limitations and the responses generated by them may not always be accurate or appropriate for your situation. If you have a problem with AI Tax Assist or other generative AI assistants, please contact 1-800-HRBLOCK to report the problem and for any additional assistance you may need.

(A) AI Tax Assist and other generative AI assistants are limited to your personal and non-commercial use and you will not use AI Tax Assist and other generative AI assistants 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. AI Tax Assist and other generative AI assistants are limited to U.S. tax issues and product support. AI Tax Assist 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. While the responses generated by AI Tax Assist will address your specific question, such responses may not be unique. AI Tax Assist may not be able to answer all tax or product related questions.

(B) AI Tax Assist is not a substitute for live help, and AI Tax Assist is not providing you any legal or financial advice and is not preparing your tax return. Your return is self-prepared. If you have any questions or concerns about the completeness or accuracy of any information provided by AI Tax Assist, you should consult with applicable financial, legal, or tax advisors. H&R Block Online includes various live chat and assistance features to assist with tax questions.

(C) When using AI Tax Assist you agree not to input or provide personally identifiable or sensitive information, such as your Social Security Number, name, or financial account numbers. We maintain a record of AI Tax Assist prompts and responses.

(D) We maintain a record of questions submitted to AI Tax Assist and other generative AI assistants along with the corresponding answers. You consent to your AI Tax Assist and other generative AI assistant sessions being recorded by us or our service providers for quality control and assessment purposes.

6.7. **Automatic Importing of Tax Information.** We may enter agreements with certain financial institutions or other service providers 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, you will be using the financial institution or other service provider'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. It is your responsibility to review the accuracy of all information in your tax return, including information imported from the Automatic Importing of Tax Information.

6.8. **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.** 100% Accuracy 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.

6.9. **Assisted Tax Preparation Service.** If you select and pay for virtual assisted tax preparation with a tax professional **("Assisted Tax Preparation")**, we will prepare your 2025 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. You will then provide us with your personal information, including but not limited to your name, birthdate, SSN, phone number, and email address and drop off your tax documents at a local office or upload your tax documents either to your MyBlock account or through our secure message center. We will use technology, including artificial intelligence, to help process and collect your information. After we receive your documents, the tax professional will contact you to gather additional information. The tax professional will work to complete your federal and state tax returns. 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 Assisted Tax Preparation.

(B) **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 can answer your questions regarding these Bills of Rights.

(C) **Assisted Tax Preparation Limitations.** Assisted Tax Preparation cannot be transferred to others. The Assisted Tax Preparation is 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 Assisted Tax Preparation is not legal advice, financial advice, or investment recommendations. You understand that we are relying upon information provided by you, including information on source documents, 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 Assisted Tax Preparation if you fail to fully comply with any of your Duties listed in Section 6.8(D) and elsewhere in this Agreement. 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 Assisted Tax Preparation.

(D) **Your Duties.**

(1) **Provide Information.** You must provide us with accurate, consistent, and complete information that we request to provide or supply you with one or more of the benefits associated with Assisted Tax Preparation 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 dropping of your documents at your local office, uploading relevant documents to you MyBlock account or through the MyBlock mobile app, or to your tax professional through the secure message center. If we are unable to obtain the required personal information from you, Assisted Tax Preparation 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) **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 PROPER WITHHOLDINGS AND QUARTERLY ESTIMATED TAX PAYMENTS, AND TO COMPLY WITH ALL FILING REQUIREMENTS DURING AND SUBSEQUENT TO OUR ASSISTED TAX PREPARATION SERVICES.

6.10. **Beta Products and Services.** From time to time, H&R Block may allow you to access or use certain Products and Services, features, functionality, software, or other offerings that are identified as "alpha," "beta," "pilot," "preview," "early access," "experimental," "pre-release," "evaluation," or by a similar designation (collectively, "Beta Products and Services"). Beta Products and Services are made available before general commercial release for testing, evaluation, and improvement purposes. Your participation is voluntary. H&R Block may determine your eligibility to participate and may accept, reject, suspend, or revoke your participation at any time.

(A) **Limited use.** H&R Block grants you a limited, non-exclusive, non-transferable, non-sublicenseable, and revocable license to access and use the Beta Products and Services solely for your individual personal and/or internal business testing and evaluation purposes and in accordance with this Agreement and any additional instructions or terms provided with the Beta Products and Services. You must not use Beta Products and Services for production, business-critical, emergency, or other high-risk purposes. You must not provide access to any other person unless expressly authorized by H&R Block. The prohibited uses and other restrictions in this Agreement apply to Beta Products and Services.

(B) **Beta risks.** Beta Products and Services are experimental, are still under development, may be incomplete, and may contain errors, inaccuracies, defects, or other problems. Your use of Beta Products and Services may result in service interruptions, system instability, unexpected results, incompatibility with other products or services, corruption or loss of data, or other failures. You are solely responsible for taking appropriate precautions, including maintaining backup copies of your information and independently reviewing and verifying any output produced by Beta Products and Services. You assume the risks associated with your decision to access or use Beta Products and Services.

(C) **No warranties or guarantees.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BETA PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND. H&R BLOCK, H&R BLOCK AFFILIATES, THEIR LICENSORS, AND FRANCHISEES DO NOT WARRANT OR GUARANTEE THAT BETA PRODUCTS AND SERVICES WILL BE ACCURATE, COMPLETE, SECURE, AVAILABLE, TIMELY, UNINTERRUPTED, ERROR-FREE, OR SUITABLE FOR YOUR NEEDS, OR THAT ANY ERRORS OR DEFECTS WILL BE CORRECTED. WITHOUT LIMITING SECTION 8, ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Unless H&R Block expressly states otherwise in writing, Beta Products and Services are not eligible for any 100% Accuracy, Maximum Refund or other guarantee offered by H&R Block, including the guarantees described in Section 7. You are solely responsible for independently reviewing and verifying all information, calculations, recommendations, responses, and other outputs produced by Beta Products and Services before relying on or using them.

(D) **Feedback.** H&R Block may ask you to provide comments, ideas, survey responses, bug reports, error reports, usability observations, suggestions, enhancement requests, or other feedback regarding the Beta Products and Services ("Beta Feedback"). You are not required to provide Beta Feedback unless otherwise disclosed to you before you participate in a particular beta program. If you provide Beta Feedback, you represent that you have the right to provide it and that it does not contain any third party's confidential or proprietary information.

You grant H&R Block and H&R Block Affiliates a perpetual, irrevocable, worldwide, royalty-free, fully paid, transferable, and sublicensable license to reproduce, use, store, modify, adapt, create derivative works from, distribute, commercialize, and otherwise use and exploit the Beta Feedback for any purpose, without attribution, restriction, compensation, or other obligation to you. Beta Feedback constitutes User Content under this Agreement.

(E) **Confidentiality of nonpublic beta information.** If H&R Block identifies a Beta Product or Service, or information relating to it, as confidential or nonpublic, you must keep that information confidential and use it solely to participate in the applicable beta program. Confidential information may include the existence of the beta program, nonpublic functionality, documentation, communications, screenshots, images, test results, performance information, and other information made available in connection with the Beta Products and Services.

You must not disclose or make confidential beta information available to any third party without H&R Block's prior written consent. These restrictions do not apply to information that becomes publicly available through no breach of this Agreement by you, was lawfully known to you without a confidentiality obligation before H&R Block disclosed it, or is lawfully obtained by you from another source without a confidentiality obligation. If disclosure is required by law, you may disclose only the portion legally required and, when legally permitted, must provide H&R Block with prompt notice before making the disclosure. This paragraph does not prohibit you from communicating with a government agency or otherwise exercising a right that cannot lawfully be restricted.

(F) **Collection and use of beta data.** When you access or use Beta Products and Services, H&R Block and its service providers may collect and process information about your participation and use, including feature interactions, usage information, device and system information, performance metrics, diagnostic information, error reports, and crash data. We may use this information to provide, monitor, secure, test, evaluate, troubleshoot, support, develop, and improve the Beta Products and Services and other Products and Services.

You should not enter or upload Social Security numbers, financial account numbers, Tax Information, or other sensitive personal information into a Beta Product or Service unless H&R Block expressly requests or authorizes the information for that Beta Product or Service. Personal information collected through Beta Products and Services will be handled in accordance with our Privacy Notice and any additional notice presented to you in connection with the applicable Beta Product or Service.

(G) **Modification, suspension, and termination.** H&R Block may modify, restrict, suspend, discontinue, or terminate any Beta Product or Service, beta program, or your access to it at any time, with or without notice and for any reason, to the extent permitted by applicable law. Upon termination of your access, you must immediately stop accessing and using the applicable Beta Products and Services and delete any related software, documentation, or confidential information in your possession or control, unless retention is required by applicable law.

H&R Block is not obligated to maintain or support any Beta Product or Service, correct any error or defect, provide any update, or make any Beta Product or Service commercially or generally available. If a Beta Product or Service is commercially released, its functionality, features, availability, pricing, and applicable terms may differ from the beta version.

(H) **Limitations on liability.** The disclaimers and limitations of liability in Sections 8 and 9 apply to Beta Products and Services. Without limiting those provisions, to the maximum extent permitted by applicable law, H&R Block, H&R Block Affiliates, their licensors, and franchisees will not be liable for any loss, corruption, disclosure, or inability to recover data; service interruption; system or device damage; incompatibility; loss of use; or other loss arising out of or relating to your participation in a beta program or your access to or use of a Beta Product or Service. Nothing in this subsection excludes or limits any right or remedy that cannot be excluded or limited under applicable law.

The provisions concerning Beta Feedback, confidentiality, data collected before termination, intellectual property rights, disclaimers, limitations of liability, and any other provisions that by their nature should survive will survive the expiration or termination of your participation in a beta program.

7. **Limited Guarantees.**

7.1. **100% Accuracy Guarantee.** If you used and paid for the Software (or used and paid for Tax Pro Review or Assisted Tax Preparation), and the Software (or your tax professional) makes an error on your return, subject to the conditions below, we will reimburse you (up to a maximum of ten thousand dollars ($10,000) if you used the Software) for the penalty and interest caused by the error that you would otherwise not have been required to pay. This guarantee is not available if the alleged Software or tax professional error was caused in part by changes to tax laws after October 15, 2025.

(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 are for your 2025 tax year personal or business tax return.

(2) You used the Software, Tax Pro Review, or Assisted Tax Preparation in accordance with all terms and conditions of this Agreement and any operating instructions.

(3) You filed the return by April 15, 2026, 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;

(b) incorrect advice on the electronic chat transcript from Online Assist;

(c) incorrect advice on the electronic chat transcript from AI Tax Assist; or

(d) a tax professional error on your return.

(6) If you used Tax Pro Review or Assisted Tax Preparation, you notified your tax professional, or if you used the Software, you notified H&R Block via email to SCDigital@HRBlock.com or by mail to HRB Digital LLC, Attn: Calculations Guarantee Claims, P.O. Box 10435, Kansas City, Missouri 64171-0435, each notification must be made 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 inaccurate, inconsistent, or incomplete information in connection with your account registration or tax return.
(12) The Software, Tax Pro Review, or Assisted Tax Preparation 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 2024 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 unsupportable deduction;
(11) a failure to report income;
(12) your failure to provide all necessary information to us or your failure to provide accurate, consistent and complete information;
(13) positions taken by you on your return that may be unsubstantiated or incorrect, or an incorrect interpretation of the law by you;
(14) your access to or use of any Beta Products and Services, unless H&R Block expressly states in writing that the applicable guarantee applies to the Beta Product or Service;
(15) retroactive changes to federal or state tax laws or conflicting tax laws;
(16) subsequent notices for penalties or interest after we reimbursed you for the first notice; or
(17) any other reason outside of our control.

(C) **Exclusive remedy.** Sections 7.1 and 7.3 (if applicable) state our entire obligation and liability and your exclusive remedy for any errors in your return caused by us or the Software, Tax Pro Review, or Assisted Tax Preparation. The monetary remedies available under Sections 7.1 and 7.3 (if applicable) are not available if you request a refund for any Software, Tax Pro Review, or Assisted Tax Preparation in accordance with Section 7.2 below.

7.2. **Maximum Refund Guarantee.** If you used and paid for the Software, Tax Pro Review, or Assisted Tax Preparation, and if you find an H&R Block error in the Software or on your return that entitles you to a larger refund (or smaller tax liability) for your personal or business tax returns, we will refund the

Software, Tax Pro Review, or Assisted Tax Preparation fees to prepare that return and you may file an amended return using our Software (or we will file an amended return) 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) inaccurate, inconsistent, or incomplete information provided 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 by you on your return that may be unsubstantiated or incorrect, or that are contrary to law or any Revenue Authority regulations;
(5) changes in federal or state tax laws after October 15, 2025, or conflicting tax laws; or
(6) any other H&R Block or Block Advisors branded tax preparation solution.

(B) **To make a claim.** Within the same calendar year that your tax return was prepared and filed you must contact your tax professional or mail a copy of your federal and state tax return, supporting evidence showing the error, and any other relevant information requested by us. You must send the claim via email to SCDigital@HRBlock.com or by mail 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, Tax Pro Review, Beta Products and Services or Assisted Tax Preparation.

7.3. **Accuracy of DeductionPro®("DeductionPro") online deduction service program valuations.** DeductionPro is a tool in the Software 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 as set forth in Section 7.1 subject to the requirements in Section 7.1 and the additional requirements and 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 2025 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) **Limitations.** This Section 7.3 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 items;
(6) any property that you enter your own value or override the value suggested by DeductionPro; or
(7) Tax Pro Review or Assisted Tax Preparation.

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 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 ADVICE, FINANCIAL ADVICE, OR INVESTMENT RECOMMENDATIONS. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PRODUCTS AND SERVICES ARE NOT SUBSTITUTES FOR THE ADVICE OF AN ATTORNEY OR OTHER COMPETENT FINANCIAL 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 FINANCIAL 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, their franchisees 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.** You and the H&R Block Parties agree that all disputes and claims between you and the H&R Block Parties shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below.

(A) All issues are for the arbitrator to decide, except that issues relating to the arbitrability of disputes and the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of and compliance with sections 11.2, 11.4, and 11.6 below, shall be decided by a court and not an arbitrator.

(B) If you are preparing or filing a joint tax return, the term "you" in this Arbitration Agreement refers to both taxpayers. The term "you" in this Arbitration Agreement also refers to any dependents you claim on your tax return. The terms **"H&R Block Parties"** or "we" or "us" in this Arbitration Agreement include HRB Digital LLC, HRB Tax Group, Inc., and Emerald Financial Services, LLC, along with their predecessors, successors, and assigns, and each of the past, present, and future direct or indirect parents, subsidiaries, affiliates, officers, directors, agents, employees, and franchisees of any of them.

(C) As an alternative to arbitration, you and the H&R Block Parties agree, to the fullest extent permitted by applicable law, that either party may file and pursue an individual action in an appropriate small claims court, as long as the action is brought and maintained as an individualized claim both in that court and on any appeal to an applicable court, and the relief sought by the claimant at all times falls within the jurisdiction of the small claims court. If the action satisfies the requirements of federal subject-matter jurisdiction, the defendant in the action may remove the action to federal court, and you and the H&R Block Parties agree that such an action shall then be resolved in arbitration in accordance with this Arbitration Agreement instead of in that federal court.

Arbitration Agreement Opt Out: You may opt out of this Arbitration Agreement within 30 days after you accept this Agreement by filling out the form at www.hrblock.com/goto/optout or by sending a signed letter to Arbitration Agreement Opt Out, P.O. Box 32818, Kansas City, MO 64171. The letter should include your printed name, address, the last four digits of your Social Security Number, and the words "Arbitration Agreement Opt Out." If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

11.2. **Commencing arbitration.** You or we may commence an arbitration proceeding only if you and we do not reach an agreement to resolve the dispute or claim during the Informal Resolution Period (defined below).

(A) **Pre-arbitration notice of dispute.** A party who intends to seek arbitration must first mail a written Notice of Dispute ("Notice") to the other party. The Notice to the H&R Block Parties should be addressed to: H&R Block-Legal Department, Attention: Notice of Dispute, One H&R Block Way, Kansas City, MO 64105. The Notice to you will be sent to the last known address on file with the H&R Block Parties. The Notice must be on an individual basis and include all of the following: (1) the claimant's name, address, telephone number, e-mail address, and last four digits of Social Security Number; (2) the nature or basis of the dispute or claim; (3) the specific relief sought; and (4) the claimant's signature.

(B) **Informal Settlement Conference.** After the Notice containing all of the information required above is received, within 60 days either party may request an individualized discussion (by telephone or videoconference) regarding informal resolution of the dispute ("Informal Settlement Conference"). If timely requested, the parties will work together in good faith to select a mutually agreeable time for the Informal Settlement Conference. You and our business representative must both personally participate in a good-faith effort to settle the dispute without the need to proceed with arbitration. The requirement of personal participation in an Informal Settlement Conference may be waived only if both you and we agree in writing. Any counsel representing you or us may also participate; however, if you have retained counsel, federal law and regulations require a signed consent form from you to authorize the H&R Block Parties to disclose your confidential tax and account records to your counsel. Any applicable statute of limitations will be tolled for the claims and relief set forth in the Notice during the period between the date that either you or we send the other a fully complete Notice, until the later of (1) 60 days after receipt of the Notice; or (2) if a Settlement Conference is timely requested, 30 days after completion of the Settlement Conference (the "Informal Resolution Period"). The parties agree that the existence or substance of any settlement discussions are confidential and shall not be disclosed, except as provided by applicable law.

(C) **Enforcement of pre-arbitration requirements.** The Notice and Informal Settlement Conference requirements are essential so that you and we have a meaningful chance to resolve disputes informally before proceeding to arbitration. A court will have authority to enforce this section 11.2, including the power to enjoin the filing or prosecution of an arbitration or the assessment of or demand for payment of fees in connection with an arbitration, if the party who intends to seek arbitration does not first provide a fully complete Notice and participate in a timely requested Informal Settlement Conference. In addition, unless prohibited by applicable law, the arbitration administrator shall not accept, assess or demand fees for, or administer an arbitration commenced during the Informal Resolution Period.

11.3. **How arbitration works.** Arbitration shall be conducted by the American Arbitration Association ("AAA") pursuant to its then-current Consumer Arbitration Rules and, if applicable, the then-current AAA Mass Arbitration Supplementary Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on AAA's website, www.adr.org. The AAA modifies the AAA Rules from time to time. If AAA is unavailable or unwilling to administer the arbitration consistent with this Arbitration Agreement, the parties shall agree to, or the court shall select, another arbitration provider. Unless the parties agree otherwise, any arbitration hearing shall take place in the county of your residence. If you accept this Agreement outside the United States, the arbitration hearing shall take place in the county in which you last resided in the United States.

Except for a ruling on the basis of a dispositive motion, unless the parties agree otherwise, the arbitrator will conduct the arbitration hearing by telephone, videoconference, or in person. The arbitrator will be either a retired judge or an attorney specifically licensed to practice law in the state of your residence and selected by the parties from the arbitration provider's national roster of arbitrators. The arbitrator will be selected using the following procedure: (1) the arbitration provider will send the parties a list of five candidates meeting this criteria; (2) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the arbitration provider within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (3) the arbitration provider shall appoint as arbitrator the candidate with the highest aggregate ranking; and (4) if for any reason the appointment cannot be made according to this procedure, the arbitration provider will provide the parties a new list of five candidates meeting the above criteria until an appointment can be made. The arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences, as well as the arbitration hearing, by telephone, videoconference, or in person. Either party may file a motion to dismiss and/or a motion for summary judgment. The arbitrator shall set a briefing schedule for such motion(s) upon the request of either party. Both parties shall have the right to discovery in support of their claims and defenses. Discovery shall consist of an exchange of all documents and exhibits that the party intends to use at the hearing in support of that party's claims and defenses, as well as a list of witnesses intended to testify at the hearing, along with the subjects of their anticipated testimony. The arbitrator may allow limited and reasonable additional discovery to the extent the arbitrator deems necessary to provide for a fundamentally fair process, with consideration to the expedited nature of arbitration and the need to ensure that the cost and burden of discovery is commensurate with the amount in controversy. To the extent allowed by applicable law, the arbitrator may impose any sanction available under the AAA Rules, the standards set forth in Federal Rule of Civil Procedure 11, or applicable federal or state law against any appropriate represented party or counsel.

11.4. **Waiver of right to bring class action and representative claims.** All arbitrations shall 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, the arbitrator's rulings or any relief granted must be individualized to you and shall not apply to or 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, after exhaustion of all appeals, a court decides that applicable law precludes enforcement of any of this section's limitations as to a particular claim or any particular request for a remedy for a claim (such as a request for public injunctive relief), then the parties agree that the particular claim or the particular request for a remedy (and only that particular claim or particular request for a remedy) must remain in court and be severed from any arbitration. No arbitration shall proceed in any manner as a class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, unless all parties consent in writing.

11.5. **Arbitration fees.** Payment of all filing, administrative, case-management, arbitrator, and hearing fees will be governed by AAA Rules, but if you inform us that you cannot afford to pay your share of the fees, we will consider advancing those fees to the AAA on your behalf and will do so if required

by applicable law. In addition, we will reimburse you for your share of the fees at the conclusion of the arbitration (regardless of who wins) so long as (i) you complied with the requirements in sections 11.2 and 11.4 above and section 11.6 below, and (ii) neither the substance of your claim nor the relief you sought was determined to violate the standards set forth in Federal Rule of Civil Procedure 11(b); if these conditions are not met, the payment of fees will be governed by AAA Rules and you agree to reimburse the H&R Block Parties for all fees advanced on your behalf.

11.6. **Arbitration of similar claims by claimants represented by the same or coordinated counsel.** If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (regardless of whether the cases are submitted simultaneously), the AAA's then-current Mass Arbitration Supplementary Rules, as modified by this Arbitration Agreement, shall apply, and all of the claims must be resolved in arbitration in stages using staged bellwether proceedings if they are not resolved during the Informal Resolution Period. You agree to this process even though it may delay the arbitration of your claim. You and the H&R Block Parties each agree to notify the AAA if the conditions for applying the provisions in this section 11.6 have been satisfied. In the first stage, each side shall select 15 claimants (30 claimants total) whose claims will be filed in arbitration and resolved individually by different arbitrators, with each claimant's claim assigned to an arbitrator from the claimant's home state. In the meantime, no other claims may be filed in arbitration, and the AAA shall not accept, assess or demand fees for, or administer arbitrations that are commenced in violation of this section. Unless otherwise agreed by the parties in writing, each claimant whose claim is selected for a bellwether proceeding shall file an arbitration demand within 30 days after being selected. The arbitrators are encouraged to resolve the claims within 120 days of appointment or as swiftly as possible, consistent with principles of fundamental fairness. If the remaining claimants' claims are unable to be resolved after the conclusion of the first stage bellwether proceeding, the process will be repeated until all claims are resolved through settlement or arbitration, with two alterations. First, each side shall select up to another 50 claimants (100 claimants total). Second, arbitrators who were previously assigned arbitrations may be appointed to new arbitrations to the extent required if the AAA does not have a sufficient number of arbitrators available. If any claims remain after the second stage, the second stage process will be repeated until all claims are resolved through settlement or arbitration, except that a total of 200 claimants may file claims each round (unless a higher number of claimants is mutually agreed upon in writing) and the appointment of the arbitrators shall be governed by the AAA rules rather than section 11.3 above.

If this section 11.6 applies to a Notice, the statute of limitations applicable to the claims and relief set forth in that Notice shall be tolled from the beginning date of the Informal Resolution Period until that Notice is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have authority to enforce this section 11.6, including to enjoin the filing, assessing or demanding fees for, administration of, or prosecution of arbitrations. To the fullest extent permitted by applicable law, if this section 11.6 applies to a Notice, you and the H&R Block Parties consent to the exclusive jurisdiction and venue of the courts in Kansas City, Missouri, to enforce the requirements of this Arbitration Agreement, including the interpretation of and compliance with sections 11.2 and 11.6. Further, to the fullest extent permitted by applicable law, if this section 11.6 applies to a Notice, you and the H&R Block Parties agree that any of the claimants or the H&R Block Parties may bring a single court proceeding to enforce the requirements of this Arbitration Agreement as to all of the claims that qualify as similar claims under this section 11.6.

11.7. **Other terms.** This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, both the procedural and substantive provisions of the Federal

Arbitration Act and other applicable federal law. For the avoidance of doubt, the parties agree that the provisions of the California Arbitration Act, including but not limited to California Code of Civil Procedure Sections 1281.2(c), 1281.97, 1281.98, and 1281.99, shall not apply. If the FAA does not apply to a particular dispute or to one or both parties, the parties stipulate and agree that the Delaware Arbitration Act will apply. Except as set forth above in section 11.4, 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 other arbitration agreement between you and the H&R Block Parties. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration, unless and except as required by applicable law.

12. **SMS Text Messages.** You can receive different types of text messages from us, including refund status and promotional offers. If you agree to receive text messages from us, you agree to and understand the following:
    (A) Your wireless service carrier's standard text message and data rates may apply.
    (B) You agree that we may communicate with you by automated SMS, MMS, text message or other electronic means to your mobile device.
    (C) Message frequency varies.
    (D) In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information.
    (E) We may send you a message to confirm your choice to receive text messages.
    (F) You can cancel text messaging at any time by replying "STOP" to the most recent text message you received.
        (1) If you have agreed to receive multiple types of text messages, you will need to cancel each message type separately.
        (2) We will send you a text message to confirm you have been unsubscribed.
    (G) Reply "HELP" for instructions and how to unsubscribe.
        (1) This may not be available for some message types.

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.** Except as otherwise provided in the Arbitration Agreement, 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.** Except as otherwise provided in the Arbitration Agreement, this Agreement is the entire and exclusive agreement between the parties with respect to the Products and Services, defined in Section 15 below 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, except as otherwise provided in this Agreement. 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).

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 the Arbitration Agreement, 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 be used to interpret or construe any of the terms of this Agreement.

14.9. **Third Party beneficiaries and assignment.** 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, except as otherwise provided in 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. <u>Definitions.</u>

15.1. **"Beta Products and Services"** means any Products and Services, features, functionality, software, or other offerings that H&R Block identifies as alpha, beta, pilot, preview, early access, experimental, pre-release, evaluation, or by a similar designation and makes available before general commercial release for testing, evaluation, or improvement purposes.

15.2. **"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.

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

15.4. **"Products and Services"** means the Software, the Products and Services listed and described in Section 6, and any other product or service offered or delivered by H&R Block, H&R Block Affiliates, or their franchisees, that you select, pay for, or use.

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

(A) 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;
(B) share your username or password with any third party;
(C) use the Products and Services in any unintended manner;
(D) use the Products and Services for the benefit of any third parties;
(E) make the Products and Services available on a file-sharing service, application service provider, outsourcing basis, or service bureau basis;
(F) 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;
(G) duplicate the Products and Services by any means;
(H) 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 and Services;
(I) derive or attempt to derive the source code of the Products and Services;
(J) disable or circumvent any access control or related device, process, or procedure established with respect to the Products and Services;
(K) disassemble, modify, or reverse engineer the Products and Services;
(L) seek to derive the source code from any executable object code provided to you;
(M) modify, translate, or otherwise create derivative works based on any part of the Products and Services;
(N) 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;
(O) 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;
(P) 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;
(Q) 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

(R) 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 2025 online and mobile version of the H&R Block or Block Advisors tax software and related functions provided by H&R Block or Block Advisors.

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, survey responses, testimonials, or other content you provide in User Areas.

15.10. **"User Areas"** means blogs, message boards, chat rooms, e-mail, surveys, questionnaires, reviews, 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.