

**H&R Block® Desktop Tax Software**  
**End User License Agreement**  
Tax Year 2020

**THIS AGREEMENT CONTAINS A BINDING MUTUAL ARBITRATION AGREEMENT THAT REQUIRES  
RESOLUTION OF DISPUTES BY INDIVIDUAL ARBITRATION**

**1. Introduction.**

- 1.1 This End User License 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.
- 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 installation of the Software, by installing the Software, 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 MUTUAL ARBITRATION AGREEMENT IN SECTION 11 THAT REQUIRES RESOLUTION 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 install, access, and use the Products and Services for your individual personal use 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 **Accurate information.**
  - (A) **Tax returns you file.** You will be the preparer of any tax return filed using the Products and Services. 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. You represent and warrant that any information you provide when installing, accessing, or using the Products and Services is true and accurate to the best of your knowledge. You agree not to submit false information such as name, email, address, and or telephone number when using the Products and Services.

(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 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 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.

2.3 **Maintaining security.** You are responsible for all use of the Products and Services associated with your copy of the Products and Services.

(A) **Products and Services protection.** You are responsible for setting up and keeping confidential your copy of the Products and Services and other sensitive information. You must take security precautions with at least reasonable and prudent care.

(B) **Unauthorized use.** You will notify us immediately of any unauthorized use of your copy of the Products and Services or any other security breach of which you are aware.

(1) **Notification.** We will have no liability to you for any unauthorized access or transaction made using your copy of the Products and Services 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.** If we suspect any unauthorized or fraudulent use, we may suspend or cancel your copy of the Products and Services even without receiving notice from you or report such use to the authorities.

(C) **Your equipment.** You are solely responsible for all device and network security for devices used to install, 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.

(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 **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.

2.6 **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.

2.7 **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.

2.8 **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.

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 installation or 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](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 **2020 Software.**

- (A) **Software limitations.** The Software may be used only for the following:
  - (1) prepare and e-file up to five U.S. federal personal tax returns for you and your immediate family members;
  - (2) prepare and provide information for your personal state tax returns; and
  - (3) e-file your personal state tax returns.
- (B) **Software copies.** You may only install and use the Software on one computer. You may copy the Software for backup and archival purposes only, as long as the original and each copy are kept in your possession and control.
- (C) **Upgrades.** You must first acquire a valid license to the Software to receive and use any Software upgrades. After you acquire and install any Software upgrade, you may only use the upgraded version of the Software and you will no longer use the prior version of the Software other than for backup or archival purposes if you need to reinstall the Software. You understand and agree that H&R Block's representations, warranties, guarantees and obligations under this Agreement do not apply unless you use the most currently available version of the Software at the time you prepare and file your tax returns.

## 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, and may only be available for personal returns. 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 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. As a result, 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.

## 6.4 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 7.2 and 7.3 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.

## 7. Limited Guarantees.

**7.1 Free In-Person Audit Support.** If you successfully file (via e-file or print and mail) your personal federal or state income tax returns using the Software, you are eligible to receive audit support at no additional charge for your 2020 personal tax returns for up to three (3) years from the 2020 tax filing season. You must retain a copy of your e-file confirmation or a copy of your personal tax return as proof of your eligibility for audit support. If a Revenue Authority sends a notice to you regarding a return prepared and filed by you with the Software, call 1-800 HR-BLOCK (1-800-472-5625) within thirty (30) days of receiving notice from the Revenue Authority and an H&R Block representative will assist you with responding to the notice and offer to provide you with an H&R Block audit agent to represent you if you are audited. Audit agents do not provide legal representation. You must grant a Power of Attorney to the audit agent to receive audit representation. Free In-person Audit Support is not available for business tax returns.

**7.2 Accurate Calculations Guarantee.** If you used and paid for the Software, and the Software 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) for the penalty and interest that you would otherwise not have been required to pay. This guarantee is not available for changes in tax laws after January 1, 2021.

(A) **Qualifications for reimbursement.** To qualify for the reimbursement under this Section 7.2, all the following conditions must be met:

- (1) The penalty and interest is for your 2020 tax year personal tax 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 15, 2021, 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 Virtual Assistance.
- (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 you filed for the 2020 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 7.2 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 7.2 are not available if you request a refund for any Software in accordance with Section 7.3 or 7.4 below.

**7.3 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 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, 2021; 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 7.3 does not apply to supplemental products or services you obtained through your use of the Software.

**7.4 100% Satisfaction Money Back Guarantee.** If you are not completely satisfied with the Software for any reason before you file your return, we will refund the purchase price, less any applicable shipping, handling and sales tax. To make a claim, call 1-800-HR-BLOCK (1-800-472-5625) within sixty (60) days of your purchase. This Section 7.4 does not apply to other Products or Services you may have used or obtained as a result of, or through, your use of the Software. This guarantee is personal to the original user of the Software and may not be assigned or otherwise transferred to any other party. The 100% Satisfaction Money Back Guarantee in this Section 7.4 expires and no longer is available to you after you e-file your federal tax return (or mail your federal tax return to the IRS).

**7.5 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 in the event that 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 2020 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.

**7.6 Limited Defective Media Warranty.** H&R Block warrants that the media (if any) on which the Software is provided will be free from defects in materials and workmanship under normal use for a period of ninety (90) days after you first acquire your valid copy of the Software. If downloaded the Software from an authorized website, this warranty is that the file containing the Software will be executable when properly downloaded on a correct operating system. If the Software media or file is defective, you may, as your sole and exclusive remedy, obtain a replacement free of charge if you notify H&R Block by calling 1-800-HR-BLOCK (1-800-472-5625) within ninety (90) days after you first acquire the Software. Any replacement will be delivered in the same format as the original. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. This warranty may be voided by your abuse or misuse of the Software media or file.

**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.
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 . However, to the fullest extent permitted by applicable law, either you or the H&R Block Parties may elect that an individual claim be decided 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 arbitrability of disputes and the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of paragraph 11.4 below, shall be decided by a court and not an arbitrator. The term "**H&R Block Parties**" in this Arbitration Agreement includes HRB Digital LLC, HRB Tax Group, Inc., and Emerald Financial Services, LLC; their direct or indirect parents, subsidiaries, and affiliates; and the predecessors, successors, officers, directors, agents, employees, and franchisees of any of them.

**Arbitration Opt Out:** You may opt out of this Arbitration Agreement within 60 days after you accept this Agreement by filling out the form at [www.hrblock.com/goto/optout](http://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, address, the first five digits of your Social Security Number, 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 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 must be on an individual basis and provide at least the following information: (a) your name, telephone number, and e-mail address; (b) the nature or basis of the claim or dispute; and (c) the specific relief you seek. If the dispute is not resolved within 60 days after the Notice is received, then you or the H&R Block Parties may file an arbitration. The existence or substance of any settlement discussions shall not be disclosed.

**11.3 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. AAA Rules are available on AAA’s website [www.adr.org](http://www.adr.org), or by calling AAA at (800) 778-7879. If AAA is unavailable or unwilling to hear the dispute, the parties will agree to, or the court shall select, another arbitration provider. Unless the 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 shall take place in the county in which you last resided in the United States.

**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, 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 or any particular request for a remedy for a claim (such as a request for public injunctive relief), then only that particular claim or only that 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. The H&R Block Parties do not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

**11.5 Arbitration costs.** Payment of all filing, administrative, arbitrator, and hearing fees will be governed by AAA’s rules, but if you inform us that you cannot afford to pay your share of the fees, we will consider advancing those fees on your behalf. In addition, we will reimburse you for

your share of the fees at the conclusion of the arbitration unless (i) you have failed to comply with the notice of dispute requirements in paragraph 11.2 above, (ii) your claim was brought or maintained in violation of paragraph 11.4 above, or (iii) either the substance of your claim or the relief you seek is frivolous or brought for an improper purpose as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), in which case 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 Other terms.** 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. 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. 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 provided to us;
- (B) by access to the primary taxpayer’s MyBlock account or other designated area of our website; 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) equipment 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 may request paper copies 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 6<sup>th</sup> 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.** Except as 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 provided in the Arbitration 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, 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. **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 **“Products and Services”** means the Software, the Products and Services listed and described in Section 6, and any other product or service that you select, pay for, or use offered by H&R Block or its affiliates.

15.4 **“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 computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer 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.

15.5 **"Revenue Authority"** means the IRS and any applicable state revenue authorities.

15.6 **"Software"** means the 2020 version of the H&R Block tax software and accompanying documentation and related functions provided by H&R Block.

15.7 **"Tax Information"** means all your personal information, documents, and any other information used to prepare your tax return.

15.8 **"User Content"** means any ideas, comments, questions, feedback, reviews, survey responses, or other content you provide in User Areas.

15.9 **"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.