

Tax Identity Shield® Terms & Conditions



Thank you for purchasing Tax Identity Shield. We appreciate the opportunity to serve you! The Tax Identity Shield product (the "Shield Product") offered by HRB Digital LLC ("H&R Block") and fulfilled by H&R Block, its affiliates and one or more third parties ("Supplier") (H&R Block, its affiliates, and Supplier together, "we", "us" or "our") is available only to the primary taxpayer and secondary taxpayer and up to five selected dependents if selected and paid for (collectively "you" or "your"). **These terms and conditions contain a mutual arbitration agreement that requires resolution of disputes by binding individual arbitration.** You are eligible to receive the benefits of the Shield Product from the date we receive payment for the Shield Product until April 30, 2022.

1. SHIELD PRODUCT DESCRIPTION

1.1. Dark Web Identity Watch

A. Description. We perform a daily search of the portions of internet networks, chat rooms, and websites where personal information is being traded or sold online ("Dark Web Scan"). If we find the data elements you provide could be available for sale, we will send you an alert identifying the data elements we detected. If we do not find your data elements, we will send you a monthly summary email indicating your data elements were not found in the Dark Web Scan.

B. Initial Scan. If you provided us with a valid email address, we will perform an initial search for the primary taxpayer's SSN and email address (not available for installed software users). You may add other data elements through the online account, and these additional data elements will be included in future scans. Spouse or dependents will not be automatically enrolled and must activate the Dark Web Scan through the website before we will begin scanning.

C. Results and Data Elements. To access the details of the Dark Web scan or add, remove, or update data elements for which we are scanning, you must follow the instructions in the welcome email to create or access your MyBlock account. You may be required to validate your identity to activate or view your Dark Web Scan results. Secondary and adult dependent members will be required to create a separate online account and provide the data elements below separately. You may provide us with the following data elements for each Shield Product member (minor dependent members may not have all data elements available):

- 1) 1 Social Security number;
- 2) 1 Driver's license number;
- 3) 1 Passport number;
- 4) 10 Email addresses;
- 5) 10 Telephone numbers;
- 6) 10 Medical ID numbers;
- 7) 10 Credit/Debit card numbers;
- 8) 10 Bank Account numbers; and
- 9) 10 Retail Credit Cards.

D. Limitations. You must provide a valid email for us to automatically provide the initial Dark Web scan for the primary taxpayer. The Dark Web Scan only helps identify when information is being bought and sold for early detection purposes. It does not stop

the sale or purchase of your information, it does not prevent that information from being used fraudulently, and we are not responsible for the actual sale or purchase of your personal information. The internet addresses of suspected internet trading sites are not published and frequently change, so there is no guarantee that we can locate and search every possible internet site where personal information is at risk of being bought and sold. Our ability to search is only as good as the information you provide to us. You agree to keep any of the provided data elements accurate and current.

1.2. SSN Alerts Monitoring

A. Description. We will perform a scan and provide a report of the names and addresses associated with the primary taxpayer's SSN credit header data. Each month, we will monitor for changes to the names or addresses associated with your SSN, and we will notify you of any new names or addresses associated with your SSN. If you notice names or addresses associated with your SSN that are not valid, we can help you apply for the additional IRS protections discussed below.

B. Initial Scan. If you provided us with a valid email address, we will perform an initial scan for the names and addresses associated with the primary taxpayer's SSN in the credit header data (not available for installed software users). Spouse or dependents will not be automatically enrolled and must activate the SSN Alerts through the online account before we can provide the SSN Alerts services.

C. Limitations. The SSN Alerts are not comprehensive of all credit or employment inquiries. The SSN Alerts only shows initial credit information and changes to credit header information, not other types of information. Not all credit or employment inquiries will cause a change in credit header data. We are not responsible, and the SSN Alerts will not notify you, for credit inquiries, applications for credit, employment inquiries, or other credit related activities that do not update the credit header information.

1.3. IRS Protections

A. Description. We will assist you in requesting additional tax identity theft protections from the IRS including the identity theft indicator ("IDT") and Identity Protection Personal Identification Number ("IP PIN") through a remote call-in process. To set up your additional IRS tax identity theft protections, you must call us at **1-855-472-8657** before April 30, 2022.

B. Eligibility. To be eligible for the IDT or IP PIN, you must:

- 1) meet the criteria determined by the IRS on its website to obtain an IP PIN from the IRS website;
- 2) be a victim of identity theft or tax identity theft; or
- 3) receive a hit from the Dark Web Scan or SSN Alerts.

C. Application. If you are eligible, we will guide you through the steps for you to request your IP PIN from the IRS website. Otherwise, we will help you fill out IRS Form 14039 to request additional IRS tax identity theft protections. You are responsible for answering the IRS's identity verification questions and completing all authentication steps. The IRS will not issue you an IP PIN if you cannot answer the identity verification questions or otherwise complete authentication. You are responsible for following the instructions

for submitting IRS Form 14039 (including any required documentation) to the IRS, and that we will not submit and have no responsibility for submitting IRS Form 14039.

D. Receiving and Using Your Pin. Once you set up an IP PIN (either through the IRS website process or by submitting IRS Form 14039) you will be required to use an IP PIN on all future federal tax returns. The IRS should provide your IP PIN before each tax season by mail or the IRS may require you to retrieve your IP PIN online through their website.

E. Limitations. We will not receive your IP PIN or otherwise have your IP PIN available unless you provide it to us. We are not responsible for sending you, keeping, or obtaining your IP PIN for you. If you do not receive your IP PIN from the IRS, contact the IRS directly.

1.4. E-File Notification

A. Description. We will notify the primary taxpayer if a federal tax return with your personal information has been filed through the H&R Block e-file system through the filing deadline (typically April 15) next year (may be limited to the primary taxpayer's information for installed software users). This may allow you to be notified of a fraudulent return that has been filed with your information so that you may contact the IRS or your state, file your federal tax return promptly, and start taking steps to obtain tax identity restoration assistance.

B. Limitations. Only the primary taxpayer will be notified via the contact information and preferences provided during the previous tax season. You understand that this e-file notification only alerts you to tax returns filed through the H&R Block e-file system (not tax returns filed through other systems or filed in paper form) and that we will not be able to stop the fraudulent return from being processed by the IRS or state.

1.5. Tax Identity Restoration Assistance

A. Description. We will provide you with limited assistance in helping you to restore your tax identity if you experience a verified individual income tax identity theft and contact us before April 30, 2022 (this assistance collectively, the "Restoration Assistance"). The Restoration Assistance includes assisting you in getting your individual income tax returns successfully filed, obtaining your proper refund (if any), and helping you to understand the steps you need to follow to restore your tax identity. The Restoration Assistance is limited to the following specified elements:

- (1) an information document that includes a description of the resolution process and optional steps you can take to help resolve the tax identity theft event;
- (2) credit file review with you to determine the accuracy of the file and potential areas of tax identity theft;
- (3) guided assistance with completing IRS Form 14039 and similar state forms;
- (4) help in notifying financial institutions to take steps to protect your accounts;
- (5) assistance in filling out the FTC Identity Theft Victim's Complaint and Affidavit;
- (6) help you contact local police to complete a crime report; and
- (7) one-year enrollment in identity monitoring services (you will be required to sign up for these services, including verifying your identity and agreeing to additional terms of use).

B. Permissions. If you request Restoration Assistance, you are agreeing to permit H&R Block to order a copy of your credit report for any purpose relating to your request for assistance, if applicable.

C. Limitations and Reservation of Rights. Restoration Assistance does not remove your responsibility to take precautions to protect your tax identity, including protecting your account names, passwords, SSN, and other personally identifying information. Neither the Shield Product nor the Restoration Assistance is a policy or contract of insurance against tax identity theft or the consequences of tax identity theft. We reserve the right not to provide you with any identity restoration assistance in the event we determine that you knew, or should reasonably have known, of an act of identity theft that commenced prior to your membership. If at any time you cancel the Shield Product, H&R Block is no longer obligated to provide any additional identity restoration assistance. If, at any time (including after beginning the Restoration Assistance), you choose to discontinue using the Shield Product, you may contact us at any time to cancel H&R Block's provision of or your receipt of any further assistance.

2. YOUR DUTIES

2.1. Account Access. You should receive a welcome email in the next 2-3 days. It will include the initial results of your Dark Web Scan and SSN Alert and a link to sign into MyBlock to view details of these initial results. If you did not provide an email, watch for a welcome letter to come in the mail in 2-3 weeks with instructions to sign into your MyBlock account.

2.2. Activate for Spouse/Dependents. Some of the Shield Product features are only available for member spouse and dependents if you take additional steps. You must take the additional required steps described in Section 1 above for member spouse and dependents before we can provide the benefits of the Shield Product.

2.3. IRS Protections. If the Dark Web Scan or SSN Alert results indicate you are a victim of identity theft, call our support team at: 1-855-472-8657 to request the additional IRS described in Section 1.3 above.

2.4. Provide Accurate Information. You must provide us with full and accurate personal information in order for us to provide the Shield Product. Such information may include, your name, address, telephone number, email address, Social Security number and other personal information. If we are unable to obtain the required personal information from you, or if you do not take required steps outlined herein, the services or benefits that you receive through the Shield Product may be limited or reduced.

2.5. Restoration Assistance. Before you receive Restoration Assistance, you must:

A. call us at 1-855-472-8657 before April 30, 2022;

B. provide us with copies of your individual income tax return rejection codes proving that your individual income tax return was rejected and other documents relating to or substantiating any information in question.

3. SHIELD PRODUCT LIMITATIONS

3.1. Availability. The Shield Product is only available to natural persons with a valid Social Security number. The Shield Product cannot be transferred by you to others. The Shield Product is a separate product not included with The H&R Block Guarantee or Peace of Mind®.

3.2. Installed Software Users. As noted herein, some of the features are limited or unavailable for installed software users or when we do not have adequate information.

3.3. Persons Not Covered. The Shield Product including its features and benefits is not applicable to: (a) your dependents unless you purchased protection for your dependents (limited to five dependents); (b) you if the primary taxpayer, secondary taxpayer, or any dependents do not have a valid Social Security number (e.g., an ITIN); and (c) any actual or suspected episode of identity theft that is not individual income tax identity theft.

3.4. Verified Identity Theft Event Required. You understand that you will receive Restoration Assistance only if you experience a verified episode of individual income tax identity theft (not other forms of identity theft). A verified episode of individual income tax identity theft means that you attempted to file an individual tax return with the IRS or your state before April 30, 2022 and the IRS or state rejected your tax return because someone else had already filed a tax return using your Social Security number. H&R Block reserves the right to request that you provide corroborating evidence of a verified episode of individual income tax identity theft, and we reserve the right to refuse any Restoration Assistance if you fail or refuse to provide us with any requested corroborating evidence. You also acknowledge and agree that there is no guarantee that the limited Restoration Assistance available under the Shield Product will enable you to fully recover from an episode of tax identity theft.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

4.1. ERROR DISCLAIMER. BY PLACING YOUR ORDER FOR THE SHIELD PRODUCT, YOU ACKNOWLEDGE AND AGREE THAT NO PRODUCT OR SERVICE IS CAPABLE OF PREVENTING, DETECTING, AND/OR MITIGATING ALL FORMS OF IDENTITY THEFT, INCLUDING TAX IDENTITY THEFT. YOU ALSO AGREE THAT YOU WILL TAKE REASONABLE PRECAUTIONS TO PROTECT AND SAFEGUARD YOUR PERSONAL AND FINANCIAL INFORMATION AND AVOID DISCLOSURES OF ANY SUCH INFORMATION TO ANY INDIVIDUAL OR ENTITY, KNOWN OR UNKNOWN, THAT COULD BE REASONABLY EXPECTED TO IMPROPERLY USE SUCH INFORMATION. WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SHIELD PRODUCT AND WE DO NOT WARRANT THAT THE SHIELD PRODUCT WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE ERROR FREE. NONE OF THE IDENTITY-RELATED PRODUCTS OR FEATURES PROVIDED BY US UNDER THIS AGREEMENT CONSTITUTE A POLICY OR CONTRACT OF INSURANCE AGAINST IDENTITY THEFT AND/OR THE CONSEQUENCES OF IDENTITY THEFT AND OUR LIABILITY TO YOU WITH RESPECT TO ANY LOSSES YOU MAY SUFFER OR INCUR AS A RESULT OF ACTUAL OR SUSPECTED IDENTITY THEFT ARE LIMITED TO THE PRODUCT FEATURES EXPLICITLY SET FORTH IN THIS AGREEMENT.

4.2. WARRANTY DISCLAIMER. UNLESS OTHERWISE EXPLICITLY STATED, H&R BLOCK, FOR ITSELF AND ITS SUPPLIERS, MAKES NO EXPRESS, IMPLIED OR

STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SHIELD PRODUCT, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED IN OR THROUGH THE SHIELD PRODUCT. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SHIELD PRODUCT, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED THROUGH THE SHIELD PRODUCT IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WE DO NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER. 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 SHIELD PRODUCT.

4.3. LIMITATION OF LIABILITY

A. NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES AND LOST BUSINESS OPPORTUNITIES, WHETHER YOU WERE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY YOU FOR THE SHIELD PRODUCT. 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.

B. CREDIT INFORMATION. NEITHER H&R BLOCK OR ITS SUPPLIERS, NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL HAVE ANY LIABILITY TO YOU AS AN AGENT IN OBTAINING COPIES OF: YOUR PERSONAL CREDIT REPORT, CREDIT ALERT REPORT, QUARTERLY UPDATE, OR CREDIT SCORE. NEITHER H&R BLOCK OR ITS SUPPLIERS, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR CREDIT INFORMATION SUBCONTRACTORS ARE RESPONSIBLE FOR NEGATIVE FACTUAL INFORMATION CONTAINED IN ANY REPORTS YOU RECEIVE AS PART OF THE SERVICE. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THIS AGREEMENT.

5. PRODUCT CANCELLATION AND REFUNDS

If you are dissatisfied or wish to cancel the Shield Product, you may contact 1-800-HRBLOCK to cancel or request a refund. Cancellations and refunds will only be made if requested within seven (7) days of purchase. You may cancel all features of the Shield Product except an issued IP PIN. If your purchase of the Shield Product resulted in your receiving an IP PIN, as required by the IRS, you will still be required by the IRS to use your IP PIN in the future.

6. REVIEWS AND FEEDBACK

We may provide you with the opportunity to review or provide feedback on the Shield Product. If you submit a review or provide feedback, you affirm that you are the copyright owner of the content included in your review or feedback, that your review or feedback is accurate, and that your review or feedback does not infringe the rights of any third party. You also agree that we own your review and feedback and may use or modify your review and feedback at our sole discretion without any compensation to you.

7. ARBITRATION IF A DISPUTE ARISES BETWEEN YOU AND H&R BLOCK OR ITS SUPPLIERS

If a dispute arises, including any dispute that relates to the Shield Product, **the dispute shall be settled by binding arbitration** in accordance with the Arbitration Agreement contained in the Online Services Agreement between you and H&R Block, unless you opt-out of arbitration. The applicable arbitration procedures, including the procedures for you to opt-out of arbitration, are described in the section of the Online Services Agreement titled "Arbitration if a Dispute Arises." You acknowledge that the terms of the Online Services Agreement have already been made available to you.