

TERMS OF SERVICE FOR H&R BLOCK SOFTWARE FEATURES AND SERVICES

H&R Block may offer additional features and services (the “Services” or individually a “Service”) to you in connection with your use of the H&R Block Software (referred to as “**BLOCK Software**” or “Software”). Additional fees may apply, and the Services will be subject to the additional terms and conditions set out below (subject to amendment from time to time at H&R Block’s discretion).

By purchasing or using a Service you are accepting the respective terms and conditions applicable to it, and your use of the Service is conditional on that acceptance. If you do not agree to the terms and conditions, then you may not use the Service.

EXPERT REVIEW SERVICE

An H&R Block tax expert will review your tax return, answer your questions, and assist you over the phone to accurately address the items in your tax situation.

You consent, as of the time you book your appointment, to the H&R Block tax expert accessing your tax return data file prior to the appointment. Use of the Expert Review Service requires phone and Internet access. H&R Block may use a variety of other methods (e.g., software, chat and email) to provide technical support and customer service for the Services. Expert Review Service hours of availability can be found at <https://www.hrblock.ca/online-tax-software/expert-review/>. Service levels and availability will vary based on demand and capacity and are subject to change without notice. To ensure a good experience and appropriate levels of coverage for everyone using the Services, the H&R Block tax expert may terminate the communication once you have reached the purchased time allotment or after a reasonable period of time (for example 30 minutes), at his/her sole discretion, or if it is otherwise determined that you are misusing the Service.

It is your responsibility to schedule an appointment for the Expert Review service and to select a date, time and time zone that meets your availability. You will be provided with a link to the online booking software in the BLOCK Software, and in your order confirmation email. You must go online within 30 days of purchase to schedule your appointment, unless your confirmation email states that the booking service is not yet open (in which case a further email will be sent to you when it opens, at which point the 30-day booking period will commence). If you do not book your appointment within 30 days, the Expert Review service you purchased will expire and you will not be eligible for a refund.

At the scheduled appointment time, the H&R Block tax expert will attempt to call the number you provided on the booking. If there is no answer, the H&R Block tax expert will attempt to call you three more times at five-minute intervals. If there is no response after the fourth attempt, the appointment will be considered a ‘no show’ and you will forfeit the purchase price you paid and redeem the Service.

If you need to cancel a scheduled appointment, you must notify H&R Block a minimum of 24 hours prior to your appointment by cancelling in the online booking software using the link provided in your email confirmation or by calling H&R Block’s Customer Care at 1-800-HRBLOCK (1-800-472-5625). If the cancellation notice is not received within 24 hours of the scheduled appointment time you will forfeit your money and the redemption of the Service.

If you are late for your appointment time the H&R Block tax expert will proceed with your Expert Review, but the appointment time will be reduced at the tax expert’s sole discretion, to respect other customers that might be scheduled right after the appointment.

Exclusions: The following tax-related topics are not included as part of the Expert Review Service:

- Issues unrelated to the preparation of the tax return or unrelated to income taxes (i.e.: sales, use, inheritance, etc.)
- Bankruptcy questions
- Tax or investment planning questions
- Audit or audit risk questions

- Business incorporation questions
- Multiple jurisdictions
- Tax returns for prior years
- Estates and trusts (T3 returns)
- Non-resident or expatriate returns

If you purchase and use the Expert Review Service, are a registered user of any BLOCK Software, and you are required to pay a federal or provincial government penalty and/or interest amount solely due to reliance on incorrect advice provided to you through the Service, and not as a result of, among other things, (i) your failure to provide accurate or complete information to the H&R Block Tax Expert, (ii) your negligent, willful or fraudulent omission of pertinent information or inclusion of inaccurate information on your tax return, (iii) your misclassification of information on your tax return, or (iv) your failure to file an amended return to avoid or reduce your penalty and/or interest after H&R Block notified you of the incorrect advice, then H&R Block will reimburse you in the amount of the federal or provincial government penalty and/or interest paid by you to the government, but only the amount directly attributable to the incorrect advice. If you believe you have received incorrect advice through the Tax Expert Service, you must contact H&R Block as soon as you learn of the mistake and in no event later than 30 days after the penalty and/or interest is assessed. Your notice must include a copy of your Notice of Assessment or Notice of Reassessment from the applicable tax authority and an electronic copy of the applicable tax return. By filing such a claim, you authorize H&R Block to obtain and review any data files that may be in H&R Block's possession or control, as well as any materials provided by you in order to evaluate and validate your claim. H&R Block is not responsible nor liable for paying any additional tax liability that you may owe other than as expressly stated herein. You are solely responsible and liable for providing assistance and additional information as reasonably requested by H&R Block to validate your claim.

ASK A TAX EXPERT SERVICE

You consent, as of the time you submit a callback request, to the H&R Block tax expert using your name and phone number to call you back. An H&R Block tax expert will answer your tax related questions but will not review your tax return as part of this service. This service is provided over the phone as a callback request. Service levels, operating business hours, and availability will vary based on demand and capacity and are subject to change without notice. This service is not available outside business hours. Ask a Tax Expert service hours of availability can be found at <https://support.hrblock.ca/en-ca/Content/Support/AskATaxExpert.htm>.

Use of the Ask a Tax Expert Service requires a phone as the H&R Block tax expert will call the number you provided on the callback request form. If there is no answer, the H&R Block tax expert will not attempt to call you back. You can submit another request for a callback when you are available. The priority of the callback is based on a first come first serve basis.

The fees for this service are non-refundable even if you do not use the service.

Exclusions: Any questions/topics that would require the tax expert to review your return are not included as part of the Ask a Tax Expert service. Some examples of questions/scenarios that will not be addressed as part of this service include:

- Explaining how your refund is calculated
- Reviewing your return for accuracy
- Explaining why your refund/tax owing amount is less or more this year compared to other years

This type of information will only be provided as part of the Expert Review service, which must be purchased separately.

The following tax related topics are not included as part of this service:

- Issues unrelated to the preparation of the tax return or unrelated to income taxes (i.e.: sales, use, inheritance, etc.)
- Bankruptcy questions
- Tax or investment planning questions
- Audit or audit risk questions
- Business incorporation questions
- Multiple jurisdiction tax preparation questions
- Tax returns for prior years
- Estates and trusts (T3 returns)
- Non-resident or expatriate returns

The tax expert will discuss your questions with you, but you are solely responsible for any changes you make to your tax return as a result of any information provided by the tax expert. The tax expert will attempt to answer your questions to the best of their ability but shall not be liable and you expressly acknowledge that H&R Block shall not be liable, for any false, misleading or inaccurate information provided to you. You understand and agree that the tax expert is not able to verify the information you provide or verify any component of your return and that if you provide or ask incorrect or incomplete information, the information provided to you by the tax expert may not be accurate. You understand and agree that the tax expert will not modify, review or file your return. You understand, acknowledge and agree that you have the sole responsibility of reviewing your tax return(s) and confirming its overall accuracy and completeness prior to filing.

AUDIT PROTECTION SERVICE

If you are audited or reassessed by a Canadian taxing authority, an H&R Block tax expert will review your tax return, help you prepare any required adjustment, help you prepare correspondence to be provided to the taxing authority, or a combination, as applicable to your personal situation. You understand and agree that the H&R Block tax expert will not represent you, provide legal advice, or help develop a defense strategy.

The Audit Protection Service will be available in the following situations:

- you have received notification that your tax return is under pre-assessment review, under processing review or being reviewed under the matching or special assessment program;
- amounts on your notice of assessment do not correspond to what you filed;
- your tax return has been reassessed; or
- your tax return is being audited.

H&R Block may use a variety of methods (e.g., in-product, Internet, chat, email and phone) to provide technical support and customer service in connection with the Service. You might be required to fill out and sign a T1013 form for H&R Block to be able to communicate with CRA on your behalf or a MR-69 form for Revenu Québec. To redeem the Service you will be required to provide a proof of purchase. You will also be required to provide to H&R Block a copy of the letter or other communication you received from the taxing authority, a copy of your Notice of Assessment or Notice of Reassessment, as the case may be, and access to all necessary supporting tax documentation. You also consent to an authorized H&R Block representative retrieving and reviewing an electronic copy of the tax return in question.

The Service is exclusively valid for the tax year for which you purchased it and expires seven years from the date of purchase. The Service covers any issues or questions that are raised by taxing authorities during the coverage period regarding your tax return. You may purchase an additional coverage period beyond the expiry date. Except as may otherwise be expressly stated, H&R Block will not provide a refund for the Service if not redeemed prior to expiry.

LAST WILL AND TESTAMENT ONLINE SERVICE (“LEGAL WILLS”)

This Service is provided by PartingWishes. Inc. and not H&R Block. Any recourse other than for issues

with processing payment is with PartingWishes Inc. The LegalWills.ca website is owned by PartingWishes Inc. PartingWishes Inc. is not a law firm. The use of LegalWills.ca is not a substitute for seeking legal advice. The purpose of LegalWills.ca is to help you prepare your own legal documents. If you require legal advice or information, you should obtain such legal advice or information from a qualified professional. The successful execution of the service requires accurate information to be provided by you and/or appropriate actions to be taken by you as described. The providers of this service cannot ensure that this information will be accurate or that these actions will be taken appropriately. Although the service can be used to help in the creation of legally binding documents, we cannot guarantee that using the service will result in the creation of legally binding documents and individual circumstances vary. As a result, PartingWishes Inc. and H&R Block do not make any guarantees about the use to which the service is put, or the results of that use. If you have any doubts as to the validity or legal standing of documents created using the content of this service, we recommend that you consult a qualified professional. PartingWishes Inc. and/or H&R Block will not be liable for any loss or damage arising from this product, whether direct, indirect, special, incidental or consequential.

CARRYFORWARD OF PREVIOUS YEAR TAX DATA

The BLOCK Software may include a feature (the "**Transfer of Last Year's Data**") that allows you to import certain tax-related information from previous year tax return files prepared with H&R Block's tax software. If the Transfer of Last Year's Data is available to you, and you choose to use it, you are responsible for verifying the accuracy of the information that is imported. Block bears no responsibility for this information and the impact it might have on your tax return.

CUSTOMIZED TAX TIPS SERVICE

The Services may include a feature that provides personalized Tax Tips. If your Service includes Tax Tips, throughout your return, you will be presented with a list of personalized ideas, information or suggestions that may be relevant to your tax situation, based on the information you input while using the BLOCK Software. These tips are based on rules and regulations communicated by the Canada Revenue Agency (CRA) and Revenu Québec in connection with the filing of personal tax returns for the relevant tax year.

If available, Service is exclusively valid for the tax year you purchased. It is your responsibility to determine whether the information provided is relevant to or will benefit your specific tax situation, and whether to update your tax return prior to filing. Tax Tips are generated automatically, and are not to be relied upon as individualized tax advice; they are intended only to present ideas and prompt additional consideration by you. Block assumes no liability for, and will not be responsible for any incorrect or inaccurate filings based upon, Tax Tips.

AUTO-FILL MY RETURN (AFR) and TÉLÉCHARGEMENT DE DONNÉES FISCALES (TDF)

The Services may include a feature that allows you to import certain tax-related information from the Canada Revenue Agency and Revenu Quebec. If the import services are available to you, and you choose to use them, you are responsible for verifying the accuracy of the information that is imported. H&R Block bears no responsibility for this information. Should you take advantage of the AFR and/or TDF Services, your relationship concerning the Import Services is with the Canada Revenue Agency and Revenu Quebec and H&R Block disclaims all liability that might arise from your use of the Import Services.

To be able to use the feature you must first activate your My Account with the CRA. Activation of My Account with Revenu Quebec is not necessary to use the TDF service but you will need to provide your Notice of Assessment number in addition to other personal information to retrieve your data.

EXPRESS NOTICE OF ASSESSMENT

The Services may include a feature that allows you to obtain an instant assessment of results from the CRA for your return including a summary of the refund, amount owing, or a zero balance and deposit information, if applicable. The complete Notice of Assessment (NOA) will be made available within the software upon a schedule dictated by the CRA, typically the next day. Any returns not immediately assessed by the CRA for various reasons outside H&R Blocks' control (return is selected for pre-assessment review, has missing information, or another reason), will only have an NOA after they are assessed. To be able to use the feature you must first activate your My Account with the CRA.

REFILE

The Services may include a feature that allows you to electronically send up to nine (9) adjustments for your tax return after filing. You can use this service only if you prepared and filed your tax return using BLOCK software. It is your responsibility to verify the accuracy of the adjustment prior to filing.

DIGITAL RETURN STORAGE SERVICE

A copy of the data in your tax return will be stored electronically by H&R Block for seven years from the date of filing. At your request, it will be retrieved in PDF or other format (at the discretion of Block) and sent to you. You may request a copy of your tax return data at any time during the storage period by calling 1-800-HRBLOCK (1-800-472-5625) or by emailing customer.support@hrblock.ca. H&R Block may, in its sole discretion, require a signed authorization form to validate the request in order to ensure your information is protected.

DETAILED GOVERNMENT PDF SERVICE

Prior to filing your return, you will be presented with complete CRA (and RQ if applicable) PDFs of your tax return to review. These PDFs are to validate the amounts in your return. They cannot be used to file with the CRA or Revenu Quebec. It is your responsibility to validate that the amounts are an accurate reflection of the data you entered in your return.

SMARTREVIEW SERVICE

Prior to filing your return, you will be presented with a SmartReview summary of your tax return explaining how the data you entered in the BLOCK Software impacted your refund amount. You will also be presented with a comparison of your tax return results with last year's tax return. The information provided is based on rules and regulations communicated by the Canada Revenue Agency and Revenu Québec in connection with the filing of personal tax returns for the relevant tax year. The comparison will help you validate if you missed entering information in your tax return that you claimed the prior year. It will also help you understand some of the tax changes and how it might impact your return results year over year. For the service to work you must use the Transfer of Last Year's Data service or the SmartSwitch service.

HELP AND SUPPORT

H&R Block may use a variety of methods (e.g., in-product help, phone, chat) to provide technical support and customer service in connection with the Services. The terms and conditions governing the offering of this support, which may require the payment of an additional fee. Phone support for Protection clients will be given priority. Consult the sales pages within your BLOCK software for the most up-to-date information relating to this support and any associated charges.

WARRANTIES

All warranties or guarantees given or made by H&R Block with respect to any Service (1) are for the benefit of the original user of the Service only and are not transferable, and (2) shall be null and void if the user breaches any terms or conditions of this Agreement.

LIMITATION OF LIABILITY AND DAMAGES

Pursuant to Canada Revenue Agency guidance, be advised that any federal tax advice given to you, including anything provided to you in writing, is not intended to be used, and it cannot be used, by any person or entity for the purpose of avoiding penalties imposed under the Canadian Income Tax Act and Regulations.

Any advice provided to you by an H&R Block tax expert will be based on information you provide in your tax return and to the tax expert. You understand and agree that the expert is not able to verify the information you provide, and that if you provide incorrect or incomplete information, the advice provided to you may not be accurate. You have sole responsibility for reviewing your tax return(s), documentation or adjustment and confirming their overall accuracy and completeness prior to submitting to CRA or Revenu Québec. You agree not to hold H&R Block liable for any loss or damage incurred as a result of your use of the Service. Additionally, except for the reimbursement for errors expressly set out in this Agreement, H&R Block assumes no liability whatsoever related to the Service.

CHANGES

H&R Block reserves the right to change this Agreement at any time, and the changes will be effective when posted through the Services, on the Block website for the Services or when Block notifies you by other means. Block may also change or discontinue offering the Services, in whole or in part. Your continued use of the Services indicates your agreement to the changes.

PRIVACY AND USE OF PERSONAL AND TAX RETURN INFORMATION

At H&R Block we place the highest importance on respecting and protecting the privacy of our customers. Our most important asset is our relationship with you. We want you to feel comfortable and confident when using our products and services and with entrusting your personal and tax return information to us. Our full Privacy Statement can be reviewed at: <https://www.hrblock.ca/legal/privacy/>.

GENERAL TERMS

This Agreement is a complete statement of the agreement between you and H&R Block, and sets forth the entire liability of H&R Block and your exclusive remedy with respect to the Services. The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by H&R Block. H&R Block reserves all other rights in the Services. You agree not to use, nor permit any third party to use, the Services or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give any part of the Services to any third party.
- Reproduce, modify, copy, deconstruct, sell, trade or resell the Services.
- Make the Services available on any file-sharing or application hosting service.