

H&R Block® Online and Desktop Applications and Services End-User License Agreement

IMPORTANT INFORMATION - PLEASE READ CAREFULLY

This End-User License Agreement (the "**Agreement**") is a legally binding contract between you and H&R Block Canada, Inc., a federally chartered corporation ("**Block**"). This Agreement governs your use of the English and French language versions of the H&R Block® Online and Desktop tax software and all related materials, including but not limited to, any support (whether online or by phone), accompanying documentation, help, instruction and all services provided by Block at its websites, including the downloading of tax returns to be viewed on screen, printed and filed electronically or on paper (together, the HRB Online tax software and HRB Desktop tax software versions are referred to as "**HRB Software**"), and sets the terms and conditions applying thereto. The Software is only designed for preparing federal (Canadian) and Quebec personal tax returns.

Be sure that you carefully read and fully understand this Agreement: when you click "I accept" you make a commitment to comply with all the provisions of this Agreement.

As used in this Agreement the terms "you" and "your" are synonymous and refer to the licensee of the HRB Software.

THIS AGREEMENT SETS FORTH BLOCK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE HRB SOFTWARE AND SERVICES AND IS A COMPLETE STATEMENT OF THE AGREEMENT BETWEEN YOU AND BLOCK.

YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN, NEGOTIATED AGREEMENT SIGNED BY YOU. BLOCK IS WILLING TO LICENSE THE HRB SOFTWARE AND PROVIDE THE SERVICES TO YOU ONLY ON CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. YOU PROVIDE YOUR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT BY CLICKING THE "I AGREE" BUTTON OR, IN THE CASE OF THE DESKTOP VERSION, BY INSTALLING, LOADING, DOWNLOADING, COPYING OR OTHERWISE USING THE SOFTWARE. YOU MAY NOT USE HRB SOFTWARE UNTIL YOU HAVE INDICATED YOUR UNCONDITIONAL ACCEPTANCE OF IT BY CLICKING THE "I AGREE" BUTTON. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT CLICK THE "I AGREE" BUTTON; YOU ARE THEN NOT PERMITTED TO USE HRB SOFTWARE. BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU BECOME A LICENSED AND REGISTERED USER OF HRB SOFTWARE.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO LOGIN INTO THE ONLINE VERSION OR TO INSTALL OR USE THE DESKTOP VERSION OF THE SOFTWARE: IF YOU PURCHASED A LICENSE FOR THE DESKTOP VERSION OF THE SOFTWARE, DO NOT INSTALL, COPY, LOAD, DOWNLOAD OR OTHERWISE USE THE SOFTWARE; YOU MUST WITHIN THIRTY (30) DAYS RETURN THE ENTIRE PACKAGE OF THE SOFTWARE (INCLUDING THE ACTIVATION KEY) TO A LOCATION TO BE PROVIDED TO YOU BY BLOCK BY CALLING 1-800-472-5625 FOR RETURN INSTRUCTIONS AND MAY BE GRANTED A REFUND PROVIDED THAT YOU HAVE NOT USED THE SOFTWARE OTHER THAN TO READ THESE TERMS AND CONDITIONS. IN ORDER TO OBTAIN ANY REFUND: FOR THIS DESKTOP VERSION YOU MUST RETURN THE CD-ROM OR USB FLASH DRIVE ALONG WITH THE ACTIVATION KEY AND THE DATED RECEIPT OF PURCHASE TO BLOCK; FOR THE ELECTRONIC DOWNLOAD VERSION YOU MUST NOT INSTALL OR DOWNLOAD (OR MUST UNINSTALL) THE SOFTWARE AND MUST PROVIDE THE ACTIVATION KEY AND DATED RECEIPT OF PURCHASE TO BLOCK; AND IF THE

SOFTWARE WAS PRE-INSTALLED ON YOUR COMPUTER, OR IF THE ORIGINAL CD-ROM OR USB FLASH DRIVE CAME PACKAGED WITH YOUR COMPUTER AT NO EXTRA CHARGE AND YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT INSTALL, COPY, LOAD, DOWNLOAD OR OTHERWISE USE THE SOFTWARE OTHER THAN TO READ THESE TERMS AND CONDITIONS AND YOU MUST UNINSTALL AND DESTROY THE SOFTWARE.

1. License. HRB Software is licensed, not sold. Subject to the terms and conditions of this Agreement, in consideration of your agreement to comply with these terms and conditions, and other valuable consideration, Block grants to you for the specified tax year a limited, non-exclusive, personal, non-transferable license and right to use HRB Software to prepare a limited number of federal (Canadian) and Quebec tax returns (cumulatively) as specified in Section 2. You should confirm that the pricing for your use of the HRB Software has not changed, particularly if some time has passed between the date you start your tax return and the date you finish and are ready to file or print.

2. Payment for Services. If you become a paying user, you shall be charged the applicable fee before you may print or file electronically. Block may modify the applicable fees at any time without prior notice. The current fees can be accessed within the product and at www.hrblock.ca. Your payment to Block of all fees and any additional applicable charges and taxes, must be made by your valid credit card and, except as otherwise provided herein, all fees and charges are non-refundable. The price for your use of the HRB Software is established at the time you file your tax return. Your price will not change once you file your return. In order to access the software, you will be required to create an account and password. Your information and files will be stored securely in the cloud.

3. Additional License Restrictions. This license grants access to and use of HRB Software only in the manner set forth in this Agreement provided and on the condition that a single individual may only prepare and submit no more than the maximum number of returns stipulated by the Canada Revenue Agency ("CRA"), which is currently a maximum of twenty (20) returns no matter how many licenses have been purchased and regardless of format. You may not, directly or indirectly: (1) use HRB Software in any manner other than its intended manner or for the benefit of any third parties, including by making HRB Software available to perform professional or commercial services for third parties where HRB Software enables, facilitates or comprises part of such services; (2) access or try to access any HRB Software services other than to prepare your and your family's tax returns and to use the documentation and help services necessary to help you perform the task; (3) access HRB Software to prepare tax returns, schedules or worksheets on a professional or commercial basis (i.e. for a preparer's or other fee or payment of any kind); (4) copy, reproduce, republish, download, transmit or distribute in any way material available on the Block websites without the explicit written permission of Block; (5) remove any proprietary notice, labels or marks on or in the HRB Software; (6) disable or circumvent any access control or related device, process or procedure established with respect to HRB Software; (7) decompile, disassemble, modify or reverse engineer HRB Software, or derive or attempt to derive the source code for HRB Software (including without limitation from any executable object code provided to you) nor authorize, allow or enable any other person to do any of the foregoing; (8) distribute, re-distribute, sell, rent, loan, resell, offer for sale, sublicense, assign or otherwise transfer a copy of the Software or any rights in or to the Software to any other person or entity; or (9) otherwise attempt any actions that would prevent use of HRB Software by the public; and you agree to indemnify, defend and hold harmless Block against any losses, liabilities, claims, costs or expenses, including reasonable legal fees and disbursements and enforcement costs, arising out of or relating to any of the foregoing. Any person other than you who has accessed HRB Software through any of the foregoing methods, or any method other than purchasing a license for HRB Software from Block or its authorized distributor, is not authorized to use HRB Software. You are responsible for all use of HRB Software and for

compliance with this Agreement and any breach of this Agreement by you or any user given access to HRB Software by you shall be deemed to have been committed by you. Block reserves all rights respecting HRB Software not expressly granted to you in this Agreement.

4. Intellectual Property Rights. The HRB Software is protected by copyright, trade secret and other intellectual property laws. Title to the HRB Software and all copyright and other intellectual property rights therein and thereto are owned and shall be retained exclusively by Block and its licensors. Through your use of the HRB Software, you acquire no ownership interest in the HRB Software or any derivative work or component of the HRB Software. Block and its licensors reserve all rights related to such ownership, including the exclusive right to make derivative works of the HRB Software and to duplicate, distribute, license and sell the HRB Software. You shall not modify, translate, or otherwise create derivative works based on the HRB Software or any part thereof. No right, title or interest in or to any trade-mark, service mark, logo or trade name of Block or its licensors is granted to you under this Agreement. You acknowledge that the HRB Software, any enhancements, corrections or modifications to the HRB Software (regardless of whether made by Block, its licensors, you or a third party) and all copyrights, patents, trade secrets, trade-marks and other intellectual property rights protecting or pertaining to any aspect of the HRB Software (or any enhancements, corrections or modifications) are and shall remain the exclusive property of Block and/or its licensors. You agree not to disclose to any person including a potential competitor of Block, any trade secrets or other confidential information that you may learn about the HRB Software.

You acknowledge and agree that all or portions of the HRB Software may have been designed and/or developed by third party licensors and may include software licensed by such third parties, and such third party beneficiaries shall be authorized to hold you responsible for any infringement or violation of this Agreement.

Block may provide you with a mechanism to provide feedback, ideas and/or suggestions about the HRB Software ("**Feedback**"). You agree that Block, in its sole discretion, may use the Feedback that you provide to Block in any way, including in future modifications of the HRB Software, multimedia works and/or advertising and promotional materials relating thereto without compensation to you. You hereby grant to Block a perpetual, worldwide, fully transferable, non-revocable, royalty-free license to use, modify, create derivative works from, distribute, display and otherwise exploit any information you provide to Block in the Feedback.

5. Privacy. Block and/or its service providers may collect personal information from you through the registration, preparation and electronic filing processes for the purposes of providing you with, among other things, updates, marketing information, information on future products and/or providing service notices and information about the HRB Software. Your use of the HRB Software is subject to Block's privacy policy made available to you in full at: <https://www.hrblock.ca/legal/privacy/> ("Privacy Policy"). Any questions about the Privacy Policy, Block's information practices or other aspects of privacy should be directed to Block at H&R Block Canada Inc., c/o Chief Privacy Officer, Suite 2600, 700 2 Street SW., Calgary, Alberta T2P 2W2. You have the right to access and rectify any personal information about you kept by Block by contacting the Privacy Officer at this address. Block may update the Privacy Policy from time to time. It is your responsibility to periodically check the Privacy Policy to determine your rights and obligations under it at that time.

6. Limited Warranty.

You are responsible for using the HRB Software correctly and are liable for any omissions or errors in the information provided by you.

The tax forms that you print and the tax file format appearing in the HRB Software for electronic transmission to the CRA and Revenu Québec ("**RQ**") have the prior approval of the CRA and the RQ.

Accuracy of Calculations Guarantee

Block works diligently to ensure the accuracy of the calculations on every form prepared using the HRB Software. Block warrants the HRB Software's accuracy of the calculations based solely on the input during your authorized use. If you are required to pay a federal or provincial government penalty and/or interest solely as a result of a calculation error on a form prepared using the HRB Software, and not as a result of, among other things, (i) your failure to enter all required information accurately or your misuse of the HRB Software; (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 tax return to avoid or reduce your penalty and/or interest after Block announced updates or corrections to the HRB Software in time for you to file an amended tax return, then Block will pay you in the amount of the federal or provincial government penalty and/or interest paid by you to such federal or provincial government, but only the amount directly attributable to the inaccuracy of the calculations. If you believe such a calculation error occurred, and you have complied with the terms and conditions of this Agreement, you must notify Block as soon as you learn of the error but in no event later than thirty (30) days after the initial penalty and/or interest is assessed. Your written notice must include a copy of your Notice of Assessment (or Notice of Reassessment) from the applicable tax authority, a hardcopy of the applicable tax return, and your tax return files and any other materials and information that Block may reasonably request to evaluate and verify your claim. You authorize Block to obtain and review any data files that may be in Block's possession or control as well as any materials provided by you in order to evaluate and verify your claim. 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 Block.

Maximum Refund Guarantee

If you are a registered user of HRB Software and you receive a larger refund or pay a smaller tax due amount using another individual tax software preparation method than that calculated by the HRB Software, Block will reimburse you the purchase price of that other software. Reimbursement will be for the minimum purchase price which allowed you to file using the other method. All other fees are excluded, including software upgrades, your purchase of Services (as defined in Section 11 below) and similar add-ons.

To qualify for reimbursement, the larger refund or smaller tax due may not be due to variations in data supplied by you, your choice not to claim a deduction or credit, or positions taken by you or your preparer that are contrary to the law. If you received a larger refund amount or pay a smaller tax due using another tax preparation method other than Block, you must notify Block and submit a written claim within sixty (60) days of the date you purchased the HRB Software for which you are claiming reimbursement. Your written claim must include a hardcopy of the applicable tax return prepared with the HRB Software, a hardcopy of the applicable tax return from the other tax preparation method, a dated receipt for the purchase of the other software, and any other materials and information that Block may reasonably request to evaluate and verify your claim. You authorize Block to obtain and review any data files that may be in Block's possession or control as well as any materials provided by you in order to evaluate and verify your claim. 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 Block.

EXCEPT AS MAY OTHERWISE BE STATED HEREIN, BLOCK IS NOT RESPONSIBLE TO PROVIDE ANY REFUNDS THAT RESULT FROM YOUR ABUSE, MISUSE OR DAMAGE TO THE HRB SOFTWARE, INCLUDING FOR THE DOWNLOAD VERSION, THE CD-ROM OR USB FLASH, OR FROM OTHER CONDUCT OR CONDITIONS NOT CAUSED BY, OR OUTSIDE OF THE CONTROL OF, BLOCK.

THESE GUARANTEES ARE ONLY VALID FOR ONE LICENSE PURCHASE PER HOUSEHOLD.

THE RIGHTS AND BENEFITS AFFORDED BY THIS SECTION 5 MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED TO ANY OTHER PERSON. THE ABOVE WARRANTIES ARE VOID IF YOU USE THE HRB SOFTWARE CONTRARY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR YOU DO NOT USE THE VERSION OF THE HRB SOFTWARE AVAILABLE FOR THE APPLICABLE TAX YEAR AND WHICH IS THE MOST CURRENT VERSION AND UPDATED WITH THE MOST RECENT UPDATES AVAILABLE FOR THE HRB SOFTWARE.

7. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 5 AND 11, THE SERVICES OFFERED ON BLOCK'S SECURE WEBSITES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLOCK, ITS AFFILIATES, LICENSORS, THIRD PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS AND SUPPLIERS ("**SUPPLIERS**") DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY REGARDING THE SERVICES AND THE RELATED MATERIALS AVAILABLE ON THE WEBSITES INCLUDING ANY WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY AND NON-INFRINGEMENT. BLOCK DOES NOT WARRANT OR PROMISE THAT THE HRB SOFTWARE WILL IDENTIFY THE APPROPRIATE DOCUMENTS, LETTERS OR NOTICES FOR YOUR NEEDS; THAT THE HRB SOFTWARE IS FREE FROM BUGS, VIRUSES, INTERRUPTIONS OR ERRORS OR OTHER PROGRAM LIMITATIONS; NOR DOES BLOCK MAKE ANY OTHER PROMISES ABOUT THE PERFORMANCE, ACCURACY, OR RELIABILITY OF THE HRB SOFTWARE, OR ITS ABILITY TO MEET YOUR REQUIREMENTS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BLOCK FURTHER DISCLAIMS ANY RESPONSIBILITY FOR THE RELIABILITY OR ADEQUACY OF ANY CHOICES OR DECISIONS YOU MAKE WITH RESPECT TO THE TREATMENT AND PROCESSING OF YOUR TAX INFORMATION BY USING THE HRB SOFTWARE.

BLOCK AND ITS SUPPLIERS DISCLAIM RESPONSIBILITY FOR CHANGES IN TAX LAWS AND REGULATIONS THAT MAY AFFECT YOU, AS TAX LAWS AND REGULATIONS CHANGE FREQUENTLY AND APPLICATION OF LAWS CAN VARY BASED ON FACTS AND CIRCUMSTANCES.

YOU AGREE THAT YOU ARE RESPONSIBLE FOR REVIEWING THE RESULTS CREATED BY USING THE HRB SOFTWARE FOR ACCURACY AND SUFFICIENCY BEFORE PROCEEDING TO DOWNLOAD AND SUBMIT THE TAX FILES YOU CREATED. YOU ALSO AGREE THAT YOU ARE RESPONSIBLE FOR MAKING SURE THAT ANYONE FOR WHOM YOU PREPARE A RETURN REVIEWS HIS OR HER TAX RETURN FOR ANY ERRORS BEFORE FILING THEIR RETURN ELECTRONICALLY OR ON PAPER. YOU FURTHER AGREE THAT REVIEWING A RETURN MEANS AN ACKNOWLEDGEMENT THAT ALL INFORMATION REPORTED ON THE TAX RETURN IS CORRECT AND THAT NO DATA IS ERRONEOUS OR MISSING.

THE HRB SOFTWARE IS A TAX TOOL AND DOES NOT OFFER COMPLETE TAX STRUCTURING OR ADVICE. THE HRB SOFTWARE CANNOT AND SHOULD NOT BE RELIED UPON AS A SUBSTITUTE FOR THE SERVICES OF A COMPETENT TAX PLANNING ADVISOR. ANY SUPPORT PROVIDED, WHETHER BY PHONE, ON THE BLOCK WEBSITES OR OTHERWISE, IS EXCLUSIVELY OFFERED

TO HELP YOU USE THE HRB SOFTWARE AND IS NOT PROVIDED AS FISCAL OR TAX EXPERTISE. IT IS YOUR RESPONSIBILITY TO RECOGNIZE THE LIMITS OF YOUR OWN TAX KNOWLEDGE AND TO SEEK OUTSIDE ADVICE AND PROFESSIONAL SERVICES AS NECESSARY. YOU FURTHER ACKNOWLEDGE THAT BLOCK AND ITS SUPPLIERS DO NOT PRACTICE LAW NOR ARE THEY PROVIDING OR RENDERING ANY SUCH LEGAL OR OTHER PROFESSIONAL SERVICES TO YOU WITH REGARD TO THE HRB SOFTWARE. BLOCK DOES NOT WARRANT THAT YOU WILL ENTER ALL ITEMS REQUIRED FOR A COMPLETE AND ACCURATE TAX RETURN, NOR THAT YOU WILL OBTAIN THE MAXIMUM TAX REDUCTION. BLOCK DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ACCURACY OR ADEQUACY OF ANY POSITION TAKEN BY YOU IN YOUR TAX RETURNS AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM THE USE OR MISUSE OF THE HRB SOFTWARE, INCLUDING ANY INCOME TAXES, PENALTIES OR INTEREST CHARGES THAT MAY BE ASSESSED BY CRA OR MRQ OR ANY OTHER APPLICABLE TAXING AUTHORITIES UNLESS OTHERWISE INDICATED IN THIS AGREEMENT.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BLOCK AND/OR ITS SUPPLIERS OR THEIR EMPLOYEES OR AGENTS SHALL INCREASE THE SCOPE OF THESE REPRESENTATIONS, WARRANTIES OR CONDITIONS OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS IN CONNECTION WITH THE HRB SOFTWARE.

YOU ACKNOWLEDGE THAT THERE ARE SCENARIOS IN WHICH DOCUMENTS, FORMS AND LETTERS GENERATED IN CONNECTION WITH YOUR USE OF THE HRB SOFTWARE MAY BE INVALID OR UNENFORCEABLE IN A PARTICULAR JURISDICTION AND IF YOU ARE UNSURE WHETHER A PARTICULAR DOCUMENT, FORM OR LETTER IS VALID OR ENFORCEABLE, YOU SHOULD CONSULT A LAWYER IN ADVANCE OF USING OR RELYING UPON ANY SUCH DOCUMENT, FORM OR LETTER.

8. Limitations on Liability and Damages. UNLESS EXPRESSLY STATED TO THE CONTRARY HEREIN. YOUR EXCLUSIVE REMEDY AND THE ENTIRE CUMULATIVE LIABILITY OF BLOCK AND ITS SUPPLIERS ARISING FROM OR RELATING TO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION WITH RESPECT TO YOUR USE OF THE HRB SOFTWARE OR SERVICES, OR BOTH) SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE LICENSE TO THE HRB SOFTWARE AND THE FEES PAID FOR THE SERVICES. TO THE MAXIMUM AMOUNT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BLOCK AND/OR ITS SUPPLIERS, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, REPRESENTATIVES, AFFILIATES, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, DISTRIBUTORS, DEALER, OR SUBSIDIARIES BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ECONOMIC LOSS, LOST DATA, LOST PROFITS OR BUSINESS, TELECOMMUNICATION FAILURES, CORRUPTION OR THEFT OF DATA, LOSS OF USE, LOSS OF PRIVACY, OR FOR ANY CLAIM OR DEMAND AGAINST YOU BY ANY OTHER PARTY, EVEN IF BLOCK AND/OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

YOU AGREE THAT BLOCK AND/OR ITS SUPPLIERS 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) THE USE OF, OR INABILITY TO USE, THE HRB SOFTWARE OR SERVICES, OR BOTH; (2) YOUR USE OF ANY DOCUMENTS, LETTERS OR NOTICES GENERATED BY THE HRB SOFTWARE; (3) YOUR RETENTION OF, OR YOUR FAILURE TO CONSULT OR RETAIN,

A LAWYER WITH RESPECT TO ANY CONTRACT, DOCUMENT, LETTER, NOTICE, LITIGATION, NEGOTIATION OR OTHER LEGAL MATTER; (4) CONNECTION OR TOLL CHARGES FOR USING THE HRB SOFTWARE; OR (5) ANY FEES, COSTS OR EXPENSES ARISING OUT OF TROUBLESHOOTING OR TECHNICAL SUPPORT FOR THE HRB SOFTWARE.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, BLOCK HAS NO RESPONSIBILITY OR LIABILITY FOR DAMAGES OR CLAIMS RELATING TO ANY USE OF THE HRB SOFTWARE ON A PROFESSIONAL BASIS (WHICH IS A PROHIBITED USE UNDER THIS AGREEMENT).

YOU AGREE THAT THE ESSENTIAL PURPOSES OF THIS AGREEMENT CAN BE FULFILLED EVEN WITH THESE LIMITATIONS ON LIABILITIES. YOU ACKNOWLEDGE THAT BLOCK WOULD NOT BE ABLE TO OFFER THE HRB SOFTWARE AND PROVIDE THE SERVICES ON AN ECONOMICAL BASIS WITHOUT THESE LIMITATIONS.

9. Electronic Filing. Block at no time will file your tax return on your behalf and you are responsible for ensuring that your tax return is submitted to the proper taxing authority and on time. You will not be able to file electronically if the government services are unavailable. Therefore, you agree that if filing tax returns electronically to the CRA and/or the RQ, you are responsible for doing so at such times that their respective services are open and you acknowledge that Block assumes no responsibility for either service being in or out of operation, either during or after the tax season. Block cannot guarantee that your electronic or paper tax return will be accepted as filed, or that the taxing authorities will not require further information. You agree and acknowledge that the relevant documentation available on the Block websites clearly indicates that the CRA and/or the RQ may require additional information. You are entirely responsible for verifying the status of your returns with the CRA and the RQ to confirm that they have been received and accepted and for filing them on paper (manually) if required.

10. Carry Forward Of Previous Year Tax Data. The HRB Software may include a feature (the "**Past Return Import** ") that allows you to import certain tax-related information from previous year tax return files prepared with selected tax software. If the Past Return Import 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.

11. Support. Block may provide technical support and customer service in connection with the HRB Software through telephone, chat, website and/or email. The terms and conditions governing any offering of this support, some of which may require the payment of an additional fee, are found at www.hrblock.ca and are subject to change as announced by Block from time to time. Except as may otherwise be set forth herein, this Agreement does not obligate Block to provide any technical support or customer services or to support any HRB Software as part of those services.

12. Terms of Service for Services. Additional services and software features (the "**Services**" or each a "**Service**") may be offered to you in connection with your use of the HRB 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 Block's discretion). By purchasing 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 Services.

A. Types of Services

1. 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 may select one of three options available for your Expert Review: 15 min, 30 min and 60 min.

You consent, as of the time you book your appointment, to the Block tax expert accessing your tax return data file prior to the appointment. Use of the Expert Review Service requires phone and Internet access. Block may use a variety of other methods (e.g., software, chat and email) to provide technical support and customer service for the Services. Pro Review Service hours of availability can be found at <https://www.hrblock.ca/online-tax-software/pro-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 Block tax expert may terminate the communication at his/her sole discretion once the purchased time allotment is reached, 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 HRB 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 Block tax expert will attempt to call the number you provided on the booking. If there is no answer, the 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 redemption of the Service.

If you need to cancel a scheduled appointment, you must notify Block a minimum of 48 hours prior to your appointment by cancelling in the online booking software using the link provided in your email confirmation or by calling Block's Customer Care at 1-800-HRBLOCK (1-800-472-5625). If the cancellation notice is not received within 48 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 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); and
- Non-resident or expatriate returns.

If you purchase and use the Expert Review Service, are a registered user of any HRB 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 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 Block notified you of the incorrect advice, then 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 Expert Service, you must contact 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 Block to obtain and review any data files that may be in Block's possession or control, as well as any materials provided by you in order to evaluate and validate your claim. 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 Block to validate your claim.

2. AUDIT PROTECTION SERVICE

If you are audited or reassessed by a Canadian taxing authority, a 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 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.

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 Block to be able to communicate with CRA on your behalf or a MR-69 form for RQ. To redeem the Service you will be required to provide a proof of purchase. You will also be required to provide to 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 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 one year 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, Block will not provide a refund for the Service if not redeemed prior to expiry.

3. TAX TIPS SERVICE

The Services may include a feature that provides personalized Tax Tips. If your Service includes Tax Tips, prior to filing 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 HRB Software. These tips are based on rules and regulations communicated by the CRA and RQ 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.

4. AUTO-FILL MY RETURN (AFR) and TRANSFERT DES DONNÉES FISCALES (TDF)

The Services may include a feature that allows you to import certain tax-related information from the CRA and RQ. 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. 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 CRA and RQ and Block disclaims all liability that might arise from your use of the Import Services.

5. TAX RETURN STORAGE SERVICE

A copy of the data in your tax return will be stored electronically by 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. Block may, in its sole discretion, require a signed authorization form to validate the request in order to ensure your information is protected.

6. TAX REVIEW 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 RQ. It is your responsibility to validate that the amounts are an accurate reflection of the data you entered in your return.

7. REFUND REVIEW SERVICE

Prior to filing your return, you will be presented with a summary of your tax return explaining how the data you entered in the HRB Software impacted your refund amount. The information provided is based on rules and regulations communicated by the CRA and RQ in connection with the filing of personal tax returns for the relevant tax year.

The Refund Review summary is generated automatically, and is not to be relied upon as individualized tax advice; they are intended only to present ideas and prompt additional consideration by you.

8. HELP AND SUPPORT

Block may use a variety of methods (e.g., in-product, chat and phone) to provide technical support and customer service in connection with the software. The terms and conditions governing the offering of this support, some of which require the payment of an additional fee, are subject to change as made available by Block from time to time. Visit the support page within the HRB Software for the most up-to-date information relating to this support and any associated charges.

B. WARRANTIES

All warranties or guarantees given or made by 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.

C. LIMITATION OF LIABILITY AND DAMAGES

Pursuant to CRA 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 a 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 RQ. You agree not to hold 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, Block assumes no liability whatsoever related to the Service.

13. Security and Confidentiality. You are the only person authorized to use your user identification and password, and you bear full responsibility for preserving their confidentiality and for the risk involved in divulging such information. Block will not release the user ID and password. The files you create using the HRB Software contain personal and confidential tax data that must be protected, and it is your sole responsibility to protect these files from violation, theft or corruption. You acknowledge that the tax information you provide is stored on Block's, or its licensor's, secure servers and/or data bank, and you agree to allow Block or its licensor to keep secure copies of the tax information that you have entered, for such period of time as Block in its sole unfettered discretion determines is reasonable. Block will not sell this information or use it in any way except insofar as you require or request technical assistance, and insofar as is needed to securely back-up and store it. You understand and agree that you are solely responsible for all computer password, data, file and network security on any computer you use to access the HRB Software, including but not limited to, an active firewall on the computer and/or network connection,

anti-virus software and anti-spyware software, necessary to secure and protect any proprietary or confidential information that you provide, store, submit, transmit or disclose directly or indirectly with your use of the HRB Software. You must sign out of the HRB Software. If you require Block's assistance in using the HRB Software, you understand and agree that Block may contact you by telephone or email to get your consent to electronically access your tax information in order to provide you with assistance. Block will not access your tax information without your prior consent, unless Block requires access on an emergency basis only for the limited purpose of securely correcting errors to the HRB Software that, without correction, may cause errors in the tax returns submitted by you. Block will notify you if it has been required to access your tax information for this purpose. If Block needs to submit any non-confidential information to you, it will do so either by posting such information on the Block website at www.hrblock.ca or by email to registered users. Block will not be liable if the information it provides by email is lost, intercepted, altered or misused by someone else. You agree that Block is not required to contact you in any other manner whatsoever.

Storage/Deletion of Your Tax Return File. Unless provided as part of a purchased Service and except to the extent required by applicable law, Block has no obligation to store or maintain any tax return files. However, in its sole discretion, Block may retain your tax return file during the term of this Agreement. Notwithstanding any statement to the contrary, you can delete your tax return file at any time by following the instructions provided by HRB Software. You acknowledge that once you delete your tax return file, you will no longer be able to use HRB Software to access any information that was contained in your deleted tax return file. Block will not restore any deleted tax return files.

14. **Arbitration.** Subject to the below, all claims, disputes, controversies, differences or questions that arise between you and Block concerning the interpretation or application of any of the terms of this Agreement (including, without limitation, the existence of a breach or the validity of the termination of this Agreement) shall be submitted, settled and determined by final and binding arbitration exclusively (to the extent permitted by law) in accordance with the following terms and conditions: (i) the arbitration must commence within limitation periods prescribed by the *Limitations Act* (Alberta), as amended or replaced from time to time for the bringing of a suit on such dispute; (ii) this Section 13 shall not limit Block's right to obtain any provisional or equitable remedy, including without limitation, injunctive relief from any court of competent jurisdiction, as may be necessary in Block's sole judgment to protect its rights; (iii) the arbitration shall be conducted by a single arbitrator in accordance with the *Arbitration Act* (Alberta), as amended or replaced from time to time. If the parties cannot agree on the arbitrator within 15 days of the notice of arbitration, either party may apply to the Alberta Court of Queen's Bench for an order appointing the arbitrator; (iv) the arbitration shall be conducted in the English language; (v) the arbitration shall be held in Calgary, Alberta; (vi) all disputes, differences or questions shall be settled in accordance with the laws of the Province of Alberta; (vii) the award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered by either party in any court of competent jurisdiction; (viii) the expense of the arbitration shall be borne equally by the parties and in no event shall a party be required to pay the legal fees of the other party incurred in connection with the arbitration; (ix) nothing in this Agreement shall be deemed to give the arbitrator any authority, power or right to alter, change, amend or modify the provisions of this Agreement; (x) all confidential information of a party shall be disclosed during arbitration only upon the issuance of appropriate protective orders limiting the disclosure or discoverability of such confidential information outside of the arbitration proceedings; (xi) neither party nor the arbitrators may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties, except as required by law. Notwithstanding the foregoing, Block has the right to institute legal or equitable proceedings in a court of law for claims or disputes regarding amounts owed by you to Block in connection with the purchase of a license to the HRB Software or the purchase of Services, or both, and/or your violation or threatened violation of Sections 1, 2, 3 or 14 of this Agreement and/or any matter

involving a third party not privy to this Agreement. For any such proceedings, you consent to the jurisdiction of the federal and provincial courts sitting in the Province of Alberta.

15. Indemnification. You agree to hold Block and its suppliers, service providers, licensors, successors, assigns, officers, directors, representatives, affiliates, employees, agents successors, assigns, distributors, dealers or subsidiaries harmless from and against any claim, suit, loss, liability, penalty or damages (including incidental and consequential damages), costs and expenses (including reasonable legal fees and expenses), arising out of your breach of this Agreement.

16. Export Restrictions. The HRB Software is provided solely for lawful purposes and use. You shall be solely responsible for, and agree to comply with, all applicable laws, statutes, ordinances and other governmental authority, however designated. Without limiting the foregoing, you acknowledge and agree that the HRB Software is subject to restrictions and controls imposed by the *Export and Import Permits Act* (Canada) and Regulations under the *Export and Import Permits Act* (Canada), as well as by the United States export laws. You agree that you shall comply with the foregoing and not export any materials provided by Block without first obtaining all required authorizations or licenses. You further agree that neither the HRB Software nor any direct product created thereof is being used for any purpose prohibited by the foregoing. You expressly agree that you will not download, transfer, export or re-export any materials provided by Block, directly or indirectly, to: (1) any countries (or citizens, nationals or residents of any countries) that are subject to export restrictions (including, but not limited to, Cuba, Iran, Iraq, Sudan, Libya, North Korea, and Syria; (2) any end-user who has been prohibited from participating in Canada or United States export transactions by any federal agency of the Canadian or United States government; or (3) any end-user who you know or have reason to know will utilize the HRB Software in the design, development or production of nuclear, chemical or biological weapons.

17. Termination. Without prejudice to any other of Block's rights, Block may immediately terminate this Agreement if, in the opinion of Block, you are attempting to act in breach of this Agreement or you do not abide by the terms and conditions of this Agreement, in which case you must cease using the HRB Software immediately and certify in writing to Block of your compliance with this Section 17. Any termination shall not affect Block's rights under this Agreement.

18. Other.

(A) From time to time the HRB Software may advertise the products or services of, or make reference to or link to third party sites throughout the World Wide Web. Block has no control over these sites or the content within them. Block cannot guarantee, represent or warrant either the products or services of third parties or that the content contained in the sites is accurate, legal and/or inoffensive. Block does not endorse the content of any third party site, nor do we warrant that they will not contain viruses or otherwise impact your computer. By using the HRB Software to link to another site, or by using the products or services of a third party advertised on the HRB Software you agree and understand that you may not make any claim against Block for any damages or losses, whatsoever, resulting there from.

(B) Governing Law; Forum. This Agreement shall be governed by the law of Alberta and federal laws of Canada, without regard to its choice of law or conflicts of law principles. This Agreement does not limit any rights that Block may have under trade secret, copyright, patent or other laws. To the extent that Section 13 may not apply in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Calgary, Alberta.

(C) Entire Agreement. This Agreement is the entire and exclusive agreement between you and Block with respect to the HRB Software, and it supersedes all previous communications, representations or agreements, either oral or written, between you and Block. No representations or statements of any kind made by any representative of Block, its suppliers, service providers, licensees, officers, Directors, representatives, affiliates, employees, agents, successors, assigns, distributors, dealers or subsidiaries, which are not included in this Agreement, shall be binding on Block.

(D) Amendments. Block shall have the right to change or add to the terms of this Agreement at any time (provided that it is not Block's intent that such change substantially affect the license rights granted to you), and to change, delete, discontinue, or impose conditions on any feature or aspect of the HRB Software upon notice by any means Block determines in its discretion to be reasonable, including sending you an email notification or posting information concerning any such change, addition, deletion, discontinuance or conditions in the HRB Software or on any Block sponsored web site, including but not limited to www.hrblock.ca. Block's suppliers, service providers, licensees, officers, directors, representatives, affiliates, employees, agents, successors, assigns, distributors, dealers or subsidiaries, or other third parties are not authorized to make modifications to this Agreement or to make any additional representations, warranties, conditions or commitments binding on Block.

(E) Waiver. No waiver of any provision or condition herein shall be valid unless in writing and signed by an authorized representative of Block. Block's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

(F) Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be automatically reformed and construed so as 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 shall not render invalid the remainder of this Agreement.

(G) Notices. Except as otherwise indicated, any notices under this Agreement to Block must be personally delivered or sent by certified or registered mail, return receipt requested, H&R Block Canada Inc., c/o Customer Support, Suite 2600, 700 – 2 Street S.W., Calgary, Alberta T2P 2W2 or to such other address as Block may specifically identify for such purpose in writing on its website www.hrblock.ca. Such notices will be effective upon Block's receipt, which may be shown by confirmation of delivery. All notices to Block shall be sent to the attention of H&R Block Canada, Inc., Customer Support (unless otherwise specified by Block).

(H) Force Majeure. Block shall not be liable for any default or delay in the performance of any obligations under this Agreement to the extent its performance is delayed or prevented due to causes beyond its reasonable control, such as acts of God, natural disasters, terrorist acts, war, other hostilities, labour disputes, civil disturbances, the actions or omissions of third parties, electrical or communication system failures or governmental actions.

(I) Miscellaneous. This Agreement shall inure to the benefit of Block and its affiliates, subsidiaries and successors and assigns. Any and all references in this Agreement to Block, its affiliates and subsidiaries shall, where the context so permits, include Block's parent company and its respective subsidiaries, affiliates, directors, officers, employees, contractors and agents. Any provision which by its terms is intended to survive termination of this Agreement, including, but not limited to, the provisions of Sections 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16 and 17 shall survive termination or expiration of this Agreement. The headings contained herein are for the convenience of the parties only and shall not be used to interpret or construe any of the terms of this Agreement.

(J) Trademarks/Copyrights. "H&R Block and Design", "H&R Block", "H&R Block Logo", among others, are trade-marks of HRB Royalty, Inc. and are used under license by H&R Block Canada, Inc. Any other product names, trade-marks or registered marks, symbols, trade names, company names and/or logos which may appear within the HRB Software are the property of their respective owners. The display in the HRB Software does not convey or create any license or other rights in these trade-marks, trade names, trade dress and associated products and services. Any use of them without prior written authorization of Block is strictly prohibited.

(K) Quebec Only: You confirm that you prefer this Agreement and any related documents be in English. Vous confirmez préférer que cette convention et les documents s'y rattachant soient rédigés en anglais.

(L) Credit Card Payment. You agree to pay Block the fees for using the HRB Software by means of your valid credit card and, except as otherwise provided herein, all fees and charges are nonrefundable.

(M) Location of Use. You are responsible for using the HRB Software only on computers and telephone or other lines that you have permission to use, and you are responsible for all related charges, if applicable, such as cable, ISP, telephone charges, etc.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY EITHER PARTY TO THE EXTENT PERMISSIBLE BY LAW.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.