

INTUIT TERMS OF SERVICE

Last Updated: June 30, 2022 (Section A)

SECTION A TERMS

Introduction and Overview

Thank you for choosing Intuit Inc. We provide a platform (the “Platform”) that encompasses (1) a variety of services, including TurboTax, QuickBooks, and Mint (each, a “Service”); and (2) installable software (including our desktop and mobile applications), any accompanying documentation, and any updates to such software or documentation (collectively, “Software”). Intuit Inc., along with any parent, subsidiary, affiliate, or related companies (including those listed here and at <https://www.intuit.com/legal/intuit-group-companies/>) are referred to in these provisions as “Intuit Group Companies” or simply “Intuit” or “us.”

When you use the Platform, you enter into a binding contract with us. Each section of the agreement begins with an italicized annotation that is intended to help you navigate the agreement. The annotations do not completely summarize the agreement, though, and you should read each section carefully and in full. We’ve also **bolded** a few areas that talk about important legal rights, and you should be sure to read those sections carefully. These provisions in Section A apply to the Platform generally and are separate from the provisions in Section B which include additional provisions for your use of specific Intuit Software or Services.

If you are an individual acting on your company’s or client’s behalf, you accept these provisions on their behalf and the term “you” will refer to you, your company, or your client.

Agreement to These Terms

You need to agree to these terms to use our Platform. By using the Platform, you are instructing us to share your data across our Platform for marketing, eligibility, and other purposes described in our [Global Privacy Statement](#), consistent with applicable law. This data may include credit information and other information we obtain from third parties.

To access and/or use the Platform, you acknowledge and agree:

- To the terms and conditions of this agreement (“Agreement”), which includes:
 - Intuit’s [Global Privacy Statement](#);
 - The current version of the terms set out in Section A and Section B; and
 - Any additional provisions and conditions provided separately to you for your use of the Platform, which may include terms and conditions from third parties (which we refer to as “Additional Terms”)
- You are at least 18 years of age;
- You are capable of forming a binding contract with Intuit; and
- You are not a person who is prohibited from using the Platform under the laws of the United States, or any other applicable jurisdiction.

You understand that by using certain Services, you are providing written instructions in accordance with the Fair Credit Reporting Act and other applicable law to permit Intuit Inc. and

its affiliated companies to obtain and periodically refresh your credit information and other information about you from third parties for marketing, eligibility, and other purposes described in Intuit's [Global Privacy Statement](#). You understand that your instructions authorize Intuit and its affiliated companies to obtain such information now and periodically in the future for as long as you have a registered Intuit account. We will stop refreshing your credit information when you cancel your account through your account settings.

Your Personal Information

We want to be transparent about how we use personal information and about your rights in our Privacy Statement. You should only provide us with personal information of others if you have received permission to do so.

You agree that Intuit may use and maintain your personal information according to Intuit's [Global Privacy Statement](#) and any changes published by Intuit.

To the extent we allow you to input personal information (as the term is defined under applicable law) about other individuals other than yourself, you represent and warrant that you have complied with all applicable laws and received the proper authority or consent to allow us to collect and process such information to operate our business, in accordance with our [Global Privacy Statement](#). You further agree that, other than with respect to information furnished to TurboTax in connection with the preparation of an individual tax return, any sharing of personal information among Intuit Group Companies is contemplated as part of the Platform. You agree such sharing does not constitute a "sale" of information as defined under the California Consumer Privacy Act (CCPA).

Changes

Change happens. When it does happen, we will update this Agreement. If the changes are material, you may need to accept the changes to use the Platform. Similarly, there may be circumstances where we need to update or discontinue the Platform.

We may modify the provisions of this Agreement at any time. We may notify you of such modifications by posting through the Platform or on our website or by other means. It is important that you review this Agreement whenever we modify it because your continued use of the Platform indicates your agreement to the modifications.

In some cases, you may need to accept changes to this Agreement to continue using the Platform. If you do not agree to the changes, you may stop using the Platform or terminate your account.

Similarly, we may update the Platform, including with tools, utilities, improvements or third party applications. You agree to receive these updates. We may further modify, suspend or discontinue the Platform at any time. You agree that we will not be liable to you or any third party for any modification, suspensions, or discontinuance of the Platform.

Your Rights to Use the Platform

You can use our Platform for your own personal and lawful use or as otherwise permitted under this Agreement.

Except as set forth in the Section B terms, you may access and use the Platform for your own internal, lawful and non-commercial purposes only.

Beta Features

We may provide you with access to beta features in the Platform. You are free to use them, but they are provided as-is.

We may include new and/or updated pre-release and trial features in the Platform and such features are provided as-is. Your use of such features is at no additional cost but you must follow additional rules or restrictions that we may place on their use.

Account

You will provide accurate, up-to-date account information and securely manage such information.

You may need to sign up for an account to use the Platform. We may need to verify your identity and you authorize us to collect information (e.g., date of birth, address) from you to do so (collectively, with all information requested to enable your account, "Account Information"). You will provide accurate, up-to-date Account Information, and we disclaim any liability arising from your failure to do so. Such failure may further limit your ability to use the Platform and affect the Platform's accuracy and effectiveness.

You are responsible for securely managing your Account Information, including any password(s) for the Platform. You will notify us immediately if you believe that your Account Information or device you use to access the Platform has been lost or stolen or that someone is using your account without your permission.

Payment & Cancellations

Some Services may be free, others may have costs associated. For those with costs, we may charge your payment method for fees or on a subscription basis. You may cancel your subscription at any time (but you may not receive a refund).

We may require payment of fees or a subscription charge for use of the Platform (or certain portions of the Platform) and you agree to pay such fees. If you registered for a trial, you may need to purchase the Platform before the trial ends in order to retain access to any content provided to, or created through, the Platform.

Payments will be billed in U.S. dollars, and your account will be charged upon purchase and when you provide your payment information, unless stated otherwise in applicable payment provisions. If your payment information is not accurate, current, and complete, we may suspend or terminate your account. If you do not notify us of updates to your payment information, we may participate in programs supported by your card provider to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.

You may be charged a subscription fee in advance on an annual basis or other recurring interval disclosed to you prior to your purchase. For annual subscriptions, we will send you a reminder

with the then-current subscription fee no less than thirty (30) days and no more than sixty (60) days before your subscription term ends, or otherwise as required by applicable law. Intuit may change the price for recurring subscription fees from time to time with notice to you. Price changes will take effect at the start of the next subscription period following the date of the price change. If you do not agree with the price change, you may unsubscribe prior to the price change going into effect.

Your payment to Intuit will automatically renew at the end of the applicable subscription period but you can cancel a subscription at any time. Subscription cancellations will take effect the day after the last day of the current subscription period. If you cancel in the middle of a subscription period, you will be able to continue to access and use the applicable Service until the end of your subscription period. We do not provide refunds or credits for any cancellations or partial subscription period.

Desktop and Mobile App Use

Desktop and Mobile versions of our Platform may be available for download but you must follow applicable third-party terms when using them.

The Platform may be available through one or more apps for a compatible desktop computer or mobile device. You agree that you are solely responsible for any applicable changes, updates and fees as well as complying with the provisions of your agreement with your telecommunications provider and any third-party mobile app marketplace.

With respect to the applicable Software, you are only granted limited rights to install and use the Software you have downloaded, signed up for or for which you have purchased a license or acquired a free trial. Intuit reserves all other rights in the applicable Software not granted to you in writing in this Agreement. Conditioned upon your compliance with the terms and conditions of this Agreement (including all payment obligations), Intuit grants you a personal, limited, nonexclusive, nontransferable, revocable license to use the applicable Software only for the period of use provided in the ordering and activation terms (as applicable), as set forth in this Agreement or in Intuit's then-current product discontinuation policies (as updated from time to time) and only for the purposes described by Intuit for the applicable Software.

You acknowledge and agree that such Software is licensed, not sold.

You may make a single copy of the Software for backup purposes, provided that you reproduce on it all copyright and other proprietary notices that are on the original copy of the Software. You will not delete or in any manner alter the copyright, trademark and other proprietary rights notices or markings appearing on the Software as delivered to you.

Third Party Advice and Products

You may have access to professional advice and third-party products. Any such advice and products are not covered under this Agreement.

From time to time, we may offer specific functionality in the Platform that provides you with the opportunity to seek professional advice, for example, the ability to speak with a tax expert. Unless specifically disclosed, Intuit is not in the business of providing legal, financial, accounting, tax, health care, insurance, real estate or other professional service or advice, and

you should consult with professionals for advice prior to making important decisions in these areas.

The Platform may include information about or offers for third-party services or products or allow you to access or connect your account to third-party services or products. Intuit does not warrant, and is not responsible for, the services and products or claims made about them, or the actions or inactions of any third party. You must review and comply with the third-party's services and product provisions. Intuit may be compensated by those third parties, which could impact whether, how and where the services and products are displayed.

Content and Data

What's yours remains yours, what's ours remains ours, but we may use information you provide to improve our Platform.

You are solely responsible for anything you write, submit, receive, share and store or any data you input into the Platform (collectively, your "Content"). Content includes, but is not limited to, data, information, materials, text, graphics, images, audio, video that are uploaded, transmitted, posted, generated, stored, or otherwise made available through the Platform. You have no obligation to provide any content to the Platform, and you're free to choose the content that you want to provide. You acknowledge certain functionality in the Platform may be dependent on the provision of Content and may not be available without such Content.

Your Content remains yours, which means that you retain any intellectual property rights that you have in your Content. By sharing your Content on the Platform, you hereby grant Intuit a license to use your Content, as described in more detail below.

1. What's covered

This license covers your Content to the extent your Content is protected by intellectual property rights.

2. Scope

This license is:

- Worldwide, which means it's valid anywhere in the world;
- Non-exclusive, which means you can license your Content to others; and
- Royalty-free, which means there are no fees for this license

3. Rights

This license allows Intuit to:

- Host, reproduce, distribute, communicate, sublicense and use your Content — for example, to save your Content on our systems and make it accessible from anywhere you go;
- Publish or publicly display your Content, if you've made it visible to others; and
- Modify and create derivative works based on your Content, such as reformatting or translating it

4. Purpose

This license is for the limited purpose of:

Operating, providing and improving the Platform, which means allowing the Platform to work as designed and creating new features and functionalities.

5. Duration

This license lasts for as long as your Content is protected by intellectual property rights.

Intuit may collect, derive or generate deidentified and/or aggregated data regarding your usage of or the performance of the Platform, including data derived from your Content. Intuit will own all such data and may use this data without restriction, including, but not limited to, operating, analyzing, improving, or marketing Intuit's products and services, including the Platform.

As between you and Intuit, Intuit and its licensors retain all right, title or interest in and to the Platform, except for the rights granted to you.

Prohibited Uses

We expect you to obey the law and follow certain rules in using the Platform.

Intuit does not condone or support any activity that is illegal, violates the rights of others, harms or damages Intuit's reputation, or could cause Intuit to be liable to a third party. At minimum, you may not use the Platform to:

- Violate any law, regulation, executive order or ordinance, including through actions that give rise to criminal, civil, administrative or regulatory liability and/or fines;
- Post or share Content that is or may be illegal or inappropriate, including material that may be defamatory, obscene, harassing, offensive, fraudulent, objectionable or infringing;
- Transmit any virus, trojan horse, or other disruptive or harmful software or data;
- Send any unsolicited or unauthorized advertising, such as spam;
- Impersonate or misrepresent your affiliation with Intuit;
- Reproduce, modify, resell, license, or provide free or unauthorized access to the Platform or make the Platform available on any file-sharing, virtual desktop or application hosting service;
- Attempt to reverse engineer, decompile or disassemble in any way any of the Platform;
- Engage in unauthorized access, monitoring, interference with, or use of the Platform or third party accounts, information (including personal information), computers, systems or networks, including scraping or downloading content that doesn't belong to you;
- Use the Platform for general archiving or back-up purposes; or
- Encourage or enable any other individual to do any of the above or otherwise violate this Agreement.

We take copyright seriously at Intuit. We respect the copyrights of others and expect you to do the same. If you repeatedly infringe the copyrights of others, we may terminate your account.

Intuit may terminate your use of the Platform based on our reasonable suspicion that your activities, business or products are objectionable or promote, support or engage in any of the prohibited uses described above.

Intuit may (but has no obligation to) monitor the use of the Platform or Content and may edit or remove any Content. We may disclose any information necessary to satisfy our legal obligations, protect Intuit or its customers, or operate the Platform properly.

Community Forums; Feedback

You may be able to communicate with others through our Platform but please be respectful. Suggestions you provide for improving our Platform may be used freely by us.

The Platform may include a community forum or other social features that enable you to exchange Content and information with other users of the Platform and the public. Intuit does not support and is not responsible for the Content in these community forums. Please be respectful when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which Intuit is not responsible.

You may provide Intuit your feedback, suggestions, or ideas for the Platform. You grant Intuit a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully paid-up, royalty free license to use your feedback, suggestions, and ideas in any way, including in future modifications of the Platform, other products or services, advertising or marketing materials.

Termination

You may cancel your account and Intuit may suspend or terminate your use of the Platform. For mobile apps, removing the app may not cancel your subscription or delete your data.

This Agreement is effective until your subscription expires or you cancel your account or Intuit terminates this Agreement (or your account). Intuit may terminate this Agreement (and your account) or suspend the Platform at any time in our discretion.

Please note that removing an Intuit mobile app from your device may not cancel your subscription or delete your data. If you want to cancel your subscription for a Service, please follow the applicable Service instructions. If you wish to delete your data from a Service, please log into One Intuit Account Manager and follow the instructions under the respective data and privacy settings or follow the instructions in our [Global Privacy Statement](#).

Effect of Termination

You must stop using the Platform once your subscription expires or you cancel your account (or if this Agreement or your account is terminated).

Upon expiration of your subscription or cancellation of your account, or Intuit's termination of your account or this Agreement, you must immediately stop using the Platform and pay all fees for Platform used. No expiration or termination will affect your obligation to pay all fees due or that may have accrued through the effective date of expiration or termination or entitle you to any refund.

Survival

There are a few parts of this Agreement that will continue to apply after termination.

The following Sections will survive any termination, discontinuation or cancellation of the Platform or your account: "Your Personal Information," "Payment and Cancellations" (with respect to fees due and unpaid), "Content and Data," "Community Forums; Feedback," "Effect

of Termination,” “Disclaimers,” “Limitation of Liability,” “Indemnity Obligations,” “Disputes,” and “General Terms (Miscellaneous)”.

Intuit Communications

We may contact you from time to time to support your use of the Platform.

In order to properly support and serve you, we occasionally need to reach out and contact you, and may do so in a variety of ways such as via text message, email or messaging functionality in the Platform. We want to provide you options for receiving communications from us, and as such you may opt-in or opt-out of receiving certain types of communications from us or sign up to receive certain kinds of messages from us, depending on the Platform. You will need to notify us of any changes to your contact details to ensure your preferences are updated.

Third Party Account Information

Intuit is not responsible for any account information obtained from third parties.

When you direct Intuit to retrieve your account information from third parties, you grant Intuit a limited power of attorney to access the third party services to retrieve such account information. Intuit will be acting as your agent and will not be acting on behalf of the third party.

Intuit does not review third party account information for accuracy and is not responsible for any issues or expenses resulting from such account information, including any inaccuracy, error, delay, or non-delivery. For clarity, Intuit is not responsible for any payment processing errors or fees arising from inaccurate account information provided by third parties.

Disclaimers

We don't make any warranties about the Platform except as expressly stated in this Agreement.

The only warranties we make about the Platform are (1) stated in this Agreement, or (2) as provided under applicable laws. The Platform is otherwise provided “as-is,” and we do not make any other warranties about the Platform. Unless required by law, we do not provide implied warranties, such as the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the Platform is error-free, secure, or free from any viruses or other harmful components. We also do not provide any warranties with respect to data loss or to the accuracy, reliability, or availability of the Platform, nor of any content (including any Content) or information made available in the Platform. If the exclusions for implied warranties do not apply to you, any implied warranties are limited to sixty (60) days from the date of purchase or delivery of the Platform, whichever is sooner.

Limitation of Liability

Our liability is limited when it comes to issues you may encounter with our Platform.

Other than the rights and responsibilities described in this Agreement and as allowed by applicable law, Intuit won't be responsible for any losses.

- The total aggregate liability of Intuit and our third party providers, licensors, distributors or suppliers (“Intuit Parties”) arising out of or relating to this Agreement is limited to the greater of: (1) the fees that you paid to use the relevant Service(s) in the 12 months before the breach or (2) \$100.
- The Intuit Parties won’t be responsible for the following:
 - Loss of data, profits, revenues, business opportunities, goodwill or anticipated savings;
 - Indirect, incidental, or consequential loss; or
 - Punitive damages.

The above limitations apply even if the Intuit Parties have been advised of the possibility of such damages. This Agreement sets forth your exclusive remedy with respect to the Platform and its use.

If you’re legally exempt from certain responsibilities, including indemnification, then those responsibilities don’t apply to you under this Agreement. For example, the United Nations enjoys certain immunities from legal obligations and this Agreement doesn’t override those immunities.

Indemnity Obligations

If someone sues us because you used the Platform unlawfully or didn’t follow our rules, you will be responsible for any harm to us.

You will indemnify and hold harmless the Intuit Parties for any losses, damages, judgments, fines, costs and expenses (including legal fees) in connection with any claims arising out of or relating to your unlawful or unauthorized use of the Platform or violation of this Agreement. Intuit reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any claims. You agree to reasonably cooperate as requested by Intuit in the defense of any claims.

Disputes

In the event we are unable to resolve any dispute through an informal dialogue, a third-party arbitrator or small claims court will help us resolve any disputes we might have, and any disputes will be resolved on an individual basis rather than as a class action.

If you are a U.S. customer:

You and Intuit agree that, except as provided below, any dispute, claim or controversy arising out of or relating in any way to the Platform or this Agreement (a “Claim”) will be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction.

Either you or Intuit can seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or Intuit may seek to have a Claim resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence, and you may also bring a claim in small claims court in the Superior Court of California, County of Santa Clara.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and is subject to very

limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and Intuit are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and/or the termination of your account.

If you elect to seek arbitration, you must first send to Intuit a written notice of your Claim ("Notice of Claim"). The Notice of Claim to Intuit should be sent in care of our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The Notice of Claim should include both the mailing address and email address you would like Intuit to use to contact you. If Intuit elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your address on file. A Notice of Claim, whether sent by you or by Intuit, must (a) describe the nature and basis of the Claim or dispute; and (b) set forth the specific amount of damages or other relief sought.

You and Intuit agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and Intuit therefore agree that, after a Notice of Claim is sent but before either you or Intuit commence arbitration or file a Claim in small claims court against the other, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Claim covered by this Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if Intuit is represented by counsel, its counsel may participate in the conference as well, but Intuit agrees to have a company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

If we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, you or Intuit may commence an arbitration proceeding by filing a Demand for Arbitration or, alternatively, by filing a Claim in small claims court. You agree that you may not commence any arbitration or file a Claim in small claims court unless you and Intuit are unable to resolve the Claim within sixty (60) days after we receive your completed Notice of Claim and you have made a good faith effort to resolve your claim directly with Intuit during that time. If a Claim qualifies for small claims court, but a party commences an arbitration proceeding, you and Intuit agree that either party may elect instead to have the Claim resolved in small claims court, and upon written notice of a party's election, the American Arbitration Association ("AAA") will administratively close the arbitration proceeding. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Claim should proceed in arbitration. You may download or copy a form of notice and a form to initiate arbitration at www.adr.org or by calling 1-800-778-7879. The arbitration will be conducted by the AAA before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling 1-800-778-7879, except as modified by this Agreement. Unless Intuit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of either your residence or of the mailing address you provided in your Notice of Claim.

The arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of California or the state of your residence and will be selected by the parties

from the AAA's National Roster of Arbitrators. The arbitrator will be selected using the following procedure: (a) the AAA will send the parties a list of five candidates meeting this criteria; (b) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. The arbitrator is bound by this Agreement. Except as otherwise provided below, all issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

The parties agree that an administrative conference with the AAA shall be conducted in each arbitration proceeding, and you and an Intuit company representative shall appear at the administrative conference via telephone. If you fail to appear at the administrative conference, regardless of whether your counsel attends, the AAA will administratively close the arbitration proceeding without prejudice, unless you show good cause as to why you were not able to attend the conference.

The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. Intuit will not seek to recover its attorneys' fees and costs in arbitration from you unless the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Judgment on any award may be entered in any court having jurisdiction. This agreement to arbitrate shall not preclude any party to the arbitration from at any time seeking injunctions or other forms of equitable relief in aid of arbitration from a court of appropriate jurisdiction including whether a Demand for Arbitration is filed in violation of this Agreement.

Unless you or Intuit seek to have a Claim resolved in small claims court, the arbitrator shall determine all issues of liability on the merits of any Claim asserted by you or Intuit and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Intuit prevail on a Claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual Claims in arbitration. Before a court of competent jurisdiction issues any public injunctive relief, it shall review the factual findings of the arbitration award on which any injunction would issue with no deference to the arbitrator.

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but Intuit will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court in your county of residence or in Santa Clara County, California. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed

by the AAA Rules and Intuit will not reimburse your initial filing fee. The parties agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or Intuit, and you and Intuit waive any objection to such fee modification.

You and Intuit agree that each may bring Claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, if you have elected arbitration, unless both you and Intuit agree otherwise, the arbitrator may not consolidate any other person's Claims with your Claims and may not otherwise preside over any form of a representative or class proceeding. If Intuit believes that any Claim you have filed in arbitration or in court is inconsistent with the limitations in this paragraph, then you agree that Intuit may seek an order from a court determining whether your Claim is within the scope of the Class Action Waiver. If this Class Action Waiver is found to be unenforceable, then the entirety of this Disputes Section shall be null and void.

General Terms (Miscellaneous)

Governing Law

The laws of California govern this Agreement and any disputes that may arise.

California law and the Federal Arbitration Act will govern all disputes arising out of or relating to the Platform, this Agreement and any Additional Terms, regardless of conflict of laws rules.

Global Trade and Export Restrictions

You are allowed to use the Platform under the laws of the U.S. and other applicable territories. The Platform shall not be exported to countries that are embargoed by the U.S. government.

You agree that you and anyone who uses the Platform, including the related website, online services and mobile apps, are not prohibited from using the Platform under the laws and regulations of the United States or other applicable jurisdiction. For example, you are not on the U.S. Treasury Department's list of Specially Designated Nationals or any other similar prohibition. You acknowledge that the Platform may be subject to restrictions under applicable U.S. export control laws and regulations. You agree that you will comply with these export control and sanctions laws and regulations, and will not transfer or provide any part of the Platform, in violation of these laws and regulations, directly or indirectly.

Government End Users of Software

Even if you are a government end user, your rights to Software are limited to what is described in this Agreement.

The Software is a "commercial item" as that term is defined in FAR 2.101, consisting of "commercial computer software," as such term is used in FAR 12.212 and DFARS 227.7202. If the Software is being acquired by or on behalf of the U.S. Government, then, as provided in

FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software will be only those specified in this Agreement.

Waiver

If we waive some of our rights under this Agreement, it doesn't mean we waive our rights in other circumstances.

Intuit's failure to act or enforce any of its rights does not constitute a waiver of any of our rights. Any waiver by Intuit of any of the provisions in the Agreement must be made in writing and signed by a duly authorized officer of Intuit.

Assignment

You can't transfer this Agreement or your right to use the Platform to someone else without our permission.

Intuit may assign this Agreement to any party at any time without notice to you. You may not assign your rights under this Agreement, by operation of law or otherwise, without our consent. Any attempts to do so without our consent will be void.

Severability

If a court voids a term of this Agreement, the other terms will not be affected.

If any provision of this Agreement is unlawful, void, or unenforceable for any reason, then that provision will be severed and the remaining provisions will remain in full force and effect.

Contact Information

If you have any questions about the Platform or this Agreement, please contact [Intuit support](#).

Latest Revision: May 9, 2023 (Section B)

SECTION B

Your use of the Services provided by Intuit (as defined in the Section A Terms) and described below are subject to the Section A Terms above and these Additional Terms and Conditions ("Section B Terms"). These Section B Terms will prevail over any conflict or inconsistency with the Section A Terms.

1. SERVICES

When you use a QuickBooks product or service, you establish a direct relationship with the QuickBooks brand, including each product and service in the QuickBooks family and the entities offering those services.

The Section B Terms include provisions applicable to your use of QuickBooks generally, as well as additional provisions for your use of specific products and services.

The Agreement governs your use of each of the following "Services," as applicable:

QuickBooks Online

- A. Money Movement Service
- B. Data Transfer Service
- C. Sales Tax Determination Service
- D. Data Receipt Service
- E. QuickBooks Live Service
- F. Payroll Service
- G. Direct Deposit Service
- H. QuickBooks Insurance
- I. QuickBooks Time Service
- J. QuickBooks Commerce Service
- K. QuickBooks Self-Employed Service
- L. QuickBooks Online Accountant and ProAdvisor Program
- M. QuickBooks Time PRO
- N. Merchant Payment Service
- O. QuickBooks Capital Services
- P. QuickBooks Workforce Service
- Q. QuickBooks Companion App for Desktop
- R. Digital Wallet Service
- S. QuickBooks Business Network
- T. Bitcoin Transaction Service
- U. QuickBooks Contractor Payments
- V. QuickBooks Bill Pay

2. USERS

When you initially register for and create an account for a Service, you are, or a party that you authorize is, the “Administrator”. Administrators may authorize additional users to access the Services through the same account, subject to limitations based on the subscription you purchase

(such users, "Additional Users"). All Additional Users will be required to accept the Agreement before accessing the Services. Only Administrators may designate another individual as a replacement administrator and you are responsible for your Additional Users' access to the Services. Once an Administrator closes or terminates access to a Service, Additional Users will no longer be able to access such Services or any Content (defined in the Section A Terms) within the Service. If you are an Administrator, you agree to provide sufficient prior notice to your Additional Users of your desire to terminate access to the Services. Any violation of the Agreement by any Additional User may result in the termination of an Administrator's or other Additional User's access to the Services. Additional Users may not have the same level of access or rights as an Administrator. You warrant that you have obtained all necessary authorizations from each Additional User to: (i) act as their agent in using the Services on their behalf and you accept all liability arising from their use of the Services; and (ii) allow Intuit to provide the Services.

3. USAGE LIMITS

Limits

We may limit usage for some features of the Services based upon the subscription you purchased. These features may include chart of accounts, classes and locations (combined), system-generated fields, third party applications, and users.

Deactivation/Cancellation When Exceeding Usage Limits

If you exceed the usage limits for the subscription for the Services you purchased, we may immediately cancel or suspend your subscription to the applicable Service and your access to the applicable Services and to your data without notice. If your access to the applicable Services is terminated, you will not be charged further for your subscription; however, you will not be entitled to any proration of fees or refunds for unused subscriptions. We reserve the right to maintain your data in a read-only format for purposes of reviewing historical activity, which you may have access to view for up to 12-months after termination of access.

Downgrade

If you choose to downgrade to a Services plan with a lower usage limit, you will not be able to complete the downgrade until your company file is under the new Services plan's usage limits.

Reactivating Subscriptions

You must be within your plan's usage limits prior to reactivating the Services subscription.

4. TELEPHONE NUMBERS

You may provide us with your telephone number as part of your customer record or registration or via other methods. You understand and agree that Intuit may use your telephone number for "multi-factor authentication" ("MFA"), to confirm your identity and help protect the security of your account. Part of the MFA identity verification process may involve Intuit sending text messages containing security codes to your telephone number. You agree to receive these texts from Intuit containing security codes as part of the MFA process. In addition, you agree that Intuit may send automated text messages and pre-recorded voice messages to the telephone

number you provide for other limited purposes, including: providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services. Additionally, Intuit may use your telephone number to contact you about special offers or other Intuit or third party products or services unless you opt out of such marketing. For the Product Support and Mobile App Download Programs, Message and Data rates may apply. For help send HELP to 67126 for the Product Support Program; send HELP to 57710 for the QuickBooks Online Mobile App Download Program or 83477 for the QuickBooks Self-Employed Mobile App Download Program. For support contact us at 1-800-488-7330. Supported carriers include AT&T, Verizon Wireless, T-Mobile®, Metro PCS, Sprint, Boost, Virgin Mobile, U.S. Cellular®, and others. Mobile carriers are not liable for delayed or undelivered messages. With MFA, you also agree and consent to us obtaining and using information from your mobile phone service provider, solely for the purposes of verifying your identity and to compare information you have provided to Intuit (such information may include from your mobile phone service provider account record: your name, address, email, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other mobile phone subscriber details).

5. ADMINISTRATOR ACCESS AND DISPUTES POLICY AND PROCEDURE

If a person contacts Intuit and requests that he or she should be designated as the Administrator for any reason (including, but not limited to, due to the death or departure of the registered Administrator, a change in your ownership, etc.), but has not been designated by the current Administrator as a replacement Administrator, Intuit reserves the right to determine, in its sole discretion, and without notice to you, whether that person should be designated as the Administrator.

Disputes sometimes arise between or among multiple persons concerning the right to be designated as the Administrator (including, but not limited to, in the event of a dispute between your owners, etc.). In that instance, Intuit reserves the right to determine, in its sole judgment, and without notice to you, whom should be designated as the Administrator. However, Intuit may be unable, and is not obligated, to resolve any such disputes. If, in Intuit's sole discretion, Intuit attempts, but concludes that it is unable, to determine whom should be designated as the Administrator, Intuit reserves all rights, including, but not limited to, the right to suspend or terminate your account and use of the Services, and/or require a court order to determine the rightful Administrator.

In determining access or whom should be Administrator, Intuit may request and review documentation from the person making the request (including, but not limited to, government-issued photo identification, proof of payment of your subscription, an affidavit, a signed permission letter from your owner, documents showing the successorship of your business or legal documents that tie the request to your business, etc.). You acknowledge and accept the foregoing Administrator access and disputes policy and procedure and hereby release Intuit from all liability and all claims for damages, or any other liability whatsoever, that may arise out of or relate to Intuit following said policy and procedure.

A. MONEY MOVEMENT SERVICE

The "Money Movement Service" is a Service that enables transmission of funds in connection with payroll processing, payroll tax payments, direct deposits to vendors or contractors, or related payments services. We may offer payments functionality as features of the Money

Movement Service (the "Ancillary Payments Services"). If you use the Money Movement Service, the following additional terms in this Part A apply (the "Money Movement Services Terms"). Please note that while the Money Movement Services are provided by Intuit Payments Inc. ("IPI"), under certain circumstances IPI is not required to provide such services under its money transmission licenses.

The Money Movement Services include money transfer services provided by Intuit Payments Inc. ("IPI," "we" or "us"), which is licensed as a money transmitter in the U.S. jurisdictions listed at [Intuit Payment Licenses](#). While the Money Movement Services are provided by IPI, under certain circumstances IPI is not required to provide such services under its money transmitter licenses. If you have an issue or question about your Money Movement Services, you can call 1-800-446-8848 or send a written request via mail to: Intuit Payments Inc., 2700 Coast Avenue, Mountain View, CA 94043.

Supplemental Terms for Money Movement Services

The Money Movement Service is only made available in the United States (but not the U.S. Virgin Islands, Puerto Rico, and other U.S. territories and possessions). To use the Money Movement Service, you:

- must not be domiciled, reside, or have a principal place of business outside the United States;
- must not be engaged in any illegal activity or any activity reasonably likely to cause notoriety, harm, or damage to the reputation of Intuit, IPI or any banks or other service providers we use to provide the Money Movement Service;
- must not be prohibited from receiving the Money Movement Service under the laws and regulations of the United States or other applicable jurisdiction. You, any user of the Money Movement Service and any Payor or Payee must not export the Money Movement Service to countries that are embargoed by the US government. You must not be listed on the U.S. Treasury Department's list of Specially Designated Nationals or any other similar prohibition. You must comply with applicable export control and sanctions laws and regulations, and will not transfer or provide any part of the Services, in violation of these laws and regulations, directly or indirectly, on any other third party or governmental sanctions list;
- must comply with the terms, conditions and rules applicable to your use or access of the ACH and other money movement services provided by IPI currently available in or our "[Acceptable Use Policy](#)").
- must not engage in any of the activities, business types, or transactions that are prohibited in our [Acceptable Use Policy](#);
- must not, and must not attempt to use the Money Movement Service to transfer funds to a person, entity, or jurisdiction outside of the United States or in any instance in which such transactions are prohibited by law.
- affirm that each Additional User of the Money Movement Service, as applicable, who initiates a payment request is authorized to do so on your behalf.

Occasionally, IPI may publish additional guidelines, policies, and rules (collectively "IPI Policies") regarding the Money Movement Service. IPI will provide appropriate notice to you regarding such IPI Policies. You agree that your use of the Money Movement Service will comply with and be consistent with such IPI Policies. You agree to provide any information we deem necessary to verify your compliance with the IPI Policies.

In order to comply with applicable federal laws relating to anti-money laundering and terrorism financing, including the USA PATRIOT Act and the Bank Secrecy Act, IPI may request that you provide information beyond what is required for your use of the Services, including but not limited to:

- a copy of a government-issued ID for You or a control person, beneficial owner, Administrator or Additional User (each, a “Principal”) (such as a passport or driver's license);
- your business license;
- taxpayer ID number; or
- financial or bank statements; utility bills; or personal or business tax returns of You or a Principal.

In addition, without limiting any authorizations you provide as set forth in Section A, you agree and authorize IPI (directly or through third parties) to make any inquiries we consider necessary to verify your or, in the case of an entity, the Principals’ identities, or to determine your current and ongoing creditworthiness, financial status, and/or ability to perform the obligations hereunder. This may include asking you to confirm email address, mobile/phone numbers, or bank accounts, or verifying information you have provided using third-party databases (including by obtaining your individual and business credit report, personal profile, or other information from one or more third-party databases). You consent to IPI updating your account information from time to time based on information provided by you, your bank, other payments services providers, or other data sources used to evaluate the current status of the business and/or its Principals. You agree that our processing of your personal information is subject to the Intuit’s [Global Privacy Statement](#).

IPI may establish processing limits and assign a maximum dollar amount for the Money Movement Service provided to you during any applicable period of time identified by IPI. Consistent with obligations under applicable state money transmission laws and federal anti-money laundering laws, IPI may, in its sole discretion and with or without notice or cause, place holds on any Payments (as defined below) initiated by you in order to protect against potential risk or fraud.

Reasons may be based on multiple factors, including, but not limited to:

- no or limited payments processing history with Intuit;
- past performance or standing of your account, including changes in charge volume;
- unusual activity on your account, including with respect to amount, frequency and other factors; or
- businesses offering higher risk goods or services.

You understand and agree that IPI’s evaluation of risk may result in your ineligibility for some or all Money Movement Services provided in connection with the Ancillary Payments Services, including with respect to the settlement timing for Payments (subject to applicable restrictions under state money transmission laws).

IPI also reserves the right, in its sole discretion and with or without notice or cause, to review and reject any Payment. If a Payment is cleared after review, we will provide notice to you. Otherwise, we will attempt to cancel the Payment and your funds may be returned. IPI will have no liability for any losses, either direct or indirect, which may be attributed to any hold, review, or other delay or suspension of a Payment.

IPI reserves the right, in its sole discretion and with or without notice or cause, to suspend or terminate the provision of Money Movement Services, including without limitation, if:

- We have reason to believe that fraudulent transactions or other activity prohibited by this Agreement has occurred;
- Such action is necessary to prevent loss to us or any other person; or
- You violate any portion of the Agreement, including the [Acceptable Use Policy](#).

Upon termination of the Agreement or your access to the Money Movement Services, your ability to use the Ancillary Payments Services may be limited as we will not be able to facilitate transmissions of funds on your behalf. Any funds that remain in your account for any reason, including your abandonment of your account or your failure to remedy any deficiencies in the information we are required to collect for anti-money laundering purposes, for the applicable time period as mandated or allowed by applicable law may be remitted to your state of residency or otherwise in accordance with unclaimed property laws. We may also unwind transactions or direct funds to specially designated accounts pursuant to anti-money laundering, sanctions, anti-corruption or other compliance requirements, if we suspect any fraudulent transactions or other activity prohibited by this Agreement, or if such action is necessary to prevent loss to us or any other person.

IPI Provision of Money Movement Services

The Ancillary Payments Services provide functionality to enable you to track, calculate, and initiate payroll and other payments to employees, tax payments to taxing authorities, and other payments to employees or third-party vendors.

With respect to the Money Movement Service, you are the "Payor" and the person or entity you are seeking to pay (which may be a vendor, taxing authority, or Employee, as defined below) is a "Payee." As a Payor, an eligible transfer of funds to a Payee that you initiate through any of the Ancillary Payments Services constitutes a "Payment." When you make a valid Payment request, IPI receives funds from you and transmits the funds to the Payee in accordance with your instructions. For all Money Movement Services with the exception of the Bill Pay Service, when transferring funds IPI receives from you to a Payee, IPI cannot control, and is not responsible for, any lag time between the initiation of Payment of your funds to a Payee and when Payee's bank actually credits Payee's account with your funds; as a result, IPI's obligations with respect to such Payments shall be deemed satisfied upon initiation of the transfer on your behalf. For the Bill Pay Service only, IPI's obligation with respect to Payments shall be deemed satisfied upon receipt of such funds to the Payee's account.

To use the Money Movement Service and to initiate a Payment, you must have a demand deposit account with an eligible financial institution capable of enabling Automated Clearing House ("ACH") transactions and such account must be identified when you enable the Ancillary Payments Services ("Your Account"). You can change Your Account in accordance with instructions provided through the Ancillary Payments Services settings. Please note, however, that under certain circumstances IPI reserves the right to use wire drawdown requests or other funding methods (together with ACH, sometimes referred to as "Debits") to fund your Payments.

You may request that IPI initiate a Payment to a Payee or Payees online ("Payment Transaction(s)"). After you submit your Payment Transaction, IPI will confirm receipt of the Payment request. Your Payment Transaction will not be processed if you do not receive our confirmation before the Payment Transaction is over. However, a confirmation does not mean that your Payment Transaction is error-free, and if errors are detected later we may be unable to complete your Payment Transaction. We will make reasonable efforts to tell you if we cannot complete your Payment Transaction. Payment Transactions taking place after certain processing deadlines may be considered to occur on the next business day. Specific information regarding Payment Transactions for applicable Ancillary Payments Services is provided in the below descriptions of the applicable service.

IPI generally processes Payment Transactions using the ACH. Such transactions are governed by the rules of the National Automated Clearing House Association ("NACHA"). NACHA may amend these NACHA Operating Rules at any time. By initiating a Payment, you authorize IPI to initiate credit and debit entries to Your Account, and to send Payments electronically or by any other commercially accepted method to the Payee or Payees you have designated and pursuant to instructions you provide with your Payment Transaction. You also authorize and direct the depository financial institution that holds Your Account to charge each debit to Your Account for that amount to be credited to IPI, and to respond to inquiries from IPI regarding your information and Your Account. This authorization will remain in full force and effect until IPI has received written notification from you of termination of such authorization in such time and in such manner as to afford IPI and the depository financial institution that holds Your Account a reasonable opportunity to act on it. For Payees that will receive disbursements via ACH, you agree to obtain the Payee's consent to credit their bank account and initiate a disbursement over the ACH network. Such consent must be in a form and manner that complies with the NACHA Operating Rules. You also agree to maintain the security and integrity of all information that you collect and/or provide to IPI that IPI uses to process a Payment Transaction, whether using the ACH or otherwise.

We may refuse to process your Payment Transaction if we reasonably believe that Your Account balance is insufficient to cover the dollar amount of the Payment Transaction or for any other reason we deem reasonable. If any amount debited against you is dishonored or returned for any reason, such as, but not limited to, non-sufficient funds, account closed, inability to locate account, or reversal by you and/or your bank, we may:

- Reverse any corresponding credit issued to IPI, you, your Payees or any other party without liability to you or any other party;
- Reverse direct deposit transactions;
- Refuse to perform further Services;
- Apply any money currently held by IPI to any amount owed to us by you;
- Charge you a one-time insufficient funds penalty fee; and/or
- Report this information to any and all credit agencies and/or financial institutions.

We may assess and collect interest on any amounts due and unpaid 10 days after demand. If further collection attempts are required, all of our collections costs, including any costs associated with termination of these Money Movement Services Terms and including but not limited to, attorney fees, where permitted by law, will be charged to you. This paragraph shall, to the extent applicable, survive the termination of the Agreement.

B. DATA TRANSFER SERVICE

- We may provide you with the opportunity to connect your account or our Service with non-Intuit-owned services ("Third Party Services") (such functionality, the "Data Transfer Service"). To do so, you may need to provide us with information needed to log into those Third Party Services, including username, passwords, and other such information. We will use appropriate technical and organizational measures to secure this data consistent with applicable data privacy and protection laws or regulations. In addition, we will only use these credentials in order to share data with the Third-Party Service you have indicated. By providing such details, you grant Intuit the right to process and transfer the data as reasonably necessary to provide the function or service you consented to.
- You agree that your data sharing will comply with all terms and conditions of the other services and you will not share data in any manner that is unlawful or would infringe or violate the rights of Intuit or any

other party. Your data sharing with other services may result in the transfer of your data to another country where security and privacy controls may not be adequate for data protection.

- We do not guarantee that you will be able to share your data with any specific products or services.
- The Third Party Service may not retain your data after the transfer and Intuit will not be responsible for any data loss as a result of the transfer. You are responsible for any fees charged by the third party for the data access. Intuit will not be liable for any damages, claims, or liabilities arising out of or related to the Third Party Services.

C. SALES TAX DETERMINATION SERVICE

The “Sales Tax Determination Service” is a Service that uses information that you provide to determine tax locations of your company and customers and respective tax rates. If you use the Sales Tax Determination Service, the following additional terms in this Part C apply (the “Sales Tax Determination Service Terms”).

Accuracy and Completeness

We do not verify the accuracy and completeness of your information and we will not be responsible for any fines that may be levied against you or liable for any other penalty, interest or other liability as a result of you providing inaccurate, incomplete, or untimely information. In the event that we become aware of any tax agency information that is inaccurate, we may input the correct information without prior notice to you.

Electronic Filing

You may be given the option of paying the sales taxes electronically ("Electronic Filing"). You are responsible for paying the sales taxes, including if necessary, for filing and paying it outside the Sales Tax Determination Service if the taxing authority rejects your payment (e.g., incorrect bank account number, invalid pin, duplicate payment). By using the Sales Tax Determination Service, you consent to the disclosure to the applicable tax or revenue authority of all information pertaining to your use of the Electronic Filing. Intuit is not responsible for any late payments or related penalties charged by a taxing authority. Your account will be charged in the amounts owed for the sales tax calculated and where sufficient funds cannot be cleared into Intuit accounts when due, Intuit may: (i) notify you that it will not be able to file the sales taxes due, (ii) terminate your use of the Sales Tax Determination Service, or (iii) notify the state or other taxing agencies of the discontinuance of the Sales Tax Determination Service hereunder.

Tax Agency Accounts

If any tax agency's registration process requires an online account to use the Sales Tax Determination Service, we may, with your consent, create an account for you and provide you with that account information. If you have already created an account, you agree to provide us that information or other requested information to facilitate registration or onboarding. If, at any time, we create an account for you or access your existing account using your account information, you must change your login name and password credentials. Intuit will not be responsible for use of or access to your account immediately after we provide you notice of our account set up or access.

Electronic Signatures

We may require you to provide your electronic signature to certain forms or documents required by Intuit or state/federal tax agencies. Such forms will be made available to you if required. By using the Sales Tax Determination Service, you acknowledge that you have read the content of the forms, and hereby authorize us to apply your electronic signature or a rendition of your signature to all required forms. Your signature will be effective as of your acceptance of these terms authorizing application of your signature to all specified form(s). If you revoke your permission for us to use your electronic signature, the Sales Tax Determination Service will terminate.

Additional Client Users

You may cause an additional client user to be liable for fees and payments if you:

- Give the client user access to the Sales Tax Determination Service; and
- Require the client user to sign-up for the Sales Tax Determination Service and agree to the Agreement.

As a service provider, you are responsible for paying Intuit all amounts owed by the client user for use of the Sales Tax Determination Service if Intuit is not able to collect from the client user. This section will survive the termination of the Agreement.

Default or Bankruptcy

If you:

- Default in the payment of any sum of money hereunder;
- Default in performing any of your obligations under the Agreement; or
- Commit an act of bankruptcy or become the subject of any proceeding under the Bankruptcy Act or become insolvent, or if any substantial portion of your property becomes subject to levy, seizure, assignment, application for sale for or by any creditor; then Intuit may do any or all of the following:
 1. Terminate the Agreement;
 2. Declare all owed amounts immediately due and payable; and/or
 3. require you to deposit with us an amount equal to the 12-month average monthly or annual processing charges to prepay for any future processing

D. DATA RECEIPT SERVICE

Login Credentials

We may provide you with the opportunity to import your data from a Third-Party Service for use within our Services (such Service, the “Data Receipt Service”). You need to provide us with your login credentials for the Third-Party Service in order to access such third party products on your behalf. Maintained login credentials will be encrypted and used in connection with importing your data to our Service otherwise with your permission. You represent that you have the authority to both provide us with your login credentials and to transfer data from the Third-Party Service to Intuit. The data inputted to our Service is governed under these terms and [Intuit’s Privacy Statement](#), which may differ from the terms and privacy commitments of the Third-Party Service. You are responsible for ensuring that you have the proper rights, including applicable individual consents, prior to transferring data to Intuit.

Third Party Terms and Charges

You are responsible for any fees charged by the Third-Party Service for the data access. Intuit will not be liable for any damages, claims, or liabilities arising out of or related to the Third Party Service.

We Cannot Guarantee Data Availability

Third Party Services may make changes to their websites or programming interface without providing us notice and such changes may prevent or delay access to your most recent data.

E. QUICKBOOKS LIVE SERVICES

The "QuickBooks Live Services" means four separate Services: (1) "QuickBooks Live Cleanup," a one-time historical bookkeeping cleanup service for businesses; (2) "QuickBooks Live Monthly Bookkeeping," an online monthly subscription service offering bookkeeping services for businesses; (3) "QuickBooks Live Assisted Bookkeeping," a monthly subscription service offering limited guidance to businesses; and (4) "QuickBooks Live Guided Setup Service," a one-time guided product setup service tailored to the business. The QuickBooks Live Services requires an active QuickBooks Online subscription. QuickBooks Live Cleanup is required for QuickBooks Live Monthly Bookkeeping. The combination service that includes QuickBooks Live Cleanup and QuickBooks Live Monthly Bookkeeping is "QuickBooks Live Full Service Bookkeeping." If you use the QuickBooks Live Services, the following additional terms in this Part E apply to your use of the applicable Service.

QuickBooks Live Cleanup Services

The QuickBooks Live Cleanup is a required add-on service to QuickBooks Live Monthly Bookkeeping.

1. Services

Intuit will provide you with virtual access to a team of QuickBooks Live Bookkeepers, including but not limited to: a one-to-one messaging service, the ability to schedule appointments during normal business hours subject to the Live Bookkeepers' availability, and the ability to collaborate and share required documents with the Live Bookkeepers. The Live Bookkeepers will provide cleanup bookkeeping services beginning on the financial period that starts on the last day that was covered on your last tax filing, which was filed and accepted by the IRS, through the end of the calendar month prior to sign up to the QuickBooks Live Bookkeeping Services (the "Cleanup Period"). Any Cleanup Period exceeding 15 months is not guaranteed and may be ineligible based on bookkeeper capacity.

During the Cleanup Period, the Live Bookkeeper will categorize and reconcile transactions based on information and documentation you provide. The Live Bookkeepers will: connect bank and credit cards; categorize transactions up until the last transaction covered in the last tax-filing filed and accepted by the IRS; reconcile bank and credit card accounts with past statements, as provided by you; reconcile remaining balance sheet accounts; and provide a summary report of work completed and balance sheet and profit loss statement of YTD of clean up period(s). You will be required to provide all necessary documentation required to complete cleanup including but not limited to: the most recent Federal tax filing accepted by the IRS, loan statements, and

bank and credit card statements. You will have the opportunity to request a meeting with your Live Bookkeeper to discuss the summary of the cleanup. You may also request Balance Sheet and Profit and Loss Statements for the Cleanup period.

Intuit will provide a “documents due” deadline for when your documentation is due to the Live Bookkeepers for reconciliation services to be completed by the applicable tax filing deadlines or other peak demand times. Intuit does not guarantee that cleanup services will be completed in time to meet tax filing deadlines in the event you provide documentation after the “documents due” deadline, or if you are no longer eligible for the QuickBooks Live Services for the applicable tax filing deadline depending on the date of sign up.

2. Scope

QuickBooks Live Cleanup Services does not include:

- Business consulting services
- Operational advice
- Payroll services
- Sales tax returns or filings
- Preparation 1099s or tax documentation
- Tax preparation or assistance with tax preparation, including tax advice
- Invoicing your customers
- Collecting outstanding receivables from your customers
- Accounts receivable and accounts payable management
- Paying vendors
- Support for users with foreign bank accounts, multi-currency, cryptocurrency, full accrual accounting, commingled funds, more than one business, and more than three real estate properties.

To be eligible, the Live Bookkeepers may, at their discretion, provide assistance removing commingled personal transactions in your QuickBooks Online account as part of the Monthly Bookkeeping service. You are responsible for identifying and reporting all personal transactions to the Live Bookkeepers. If you fall behind in providing documents required to complete the bookkeeping services or are non-responsive, we reserve the right to cancel the QuickBooks Live Services at any time, at our sole discretion.

3. Eligibility

Prior to or after signup, the Live Bookkeepers will evaluate your books and verify eligibility. Intuit reserves the right to limit eligibility and terminate services based on ineligibility. If you were in business the previous year and have had a tax filing requirement for that year of business, your business return must have been filed and accepted by the appropriate tax authorities or the Live Bookkeepers may determine that you are out of scope for the service.

To be eligible to use the QuickBooks Live Monthly Services you must:

- Remove any commingled personal or business expenses from your QuickBooks Online account;
- Be current, within the past two months, on account reconciliation going back to the previous Federal tax filing (new businesses created since the most recent Federal tax filing deadline are exempt from this requirement);
- Be current on your payroll tax filings;
- Be current on your sales tax return filings;

- Not use full accrual accounting;
- Not be engaged in any illegal activity or any activity reasonably likely to cause notoriety, harm, or damage to the reputation of Intuit;
- Not utilize foreign bank accounts, multi currency, cryptocurrency for money movement;
- Not have investments related to options and futures trading;
- Not operate a 401(k) business;
- Not have more than one business and/or three real estate properties tied to the same QuickBooks Online account; and
- Not exceed the threshold for complexity out of scope which is an assessment that includes but is not limited to: your number of online banking or credit card accounts, chart of accounts, and problematic transactions.

To be eligible, the Live Bookkeepers may, at their discretion, provide assistance removing commingled personal transactions in your QuickBooks Online account as part of the Cleanup services. You are responsible for identifying and reporting all personal transactions to the Live Bookkeepers. If you fall behind in providing the documents required to complete the bookkeeping services or are non-responsive, we reserve the right to cancel the QuickBooks Live Services at any time, at our sole discretion.

4. Pricing & Billing

QuickBooks Live Cleanup is charged as a one-time fee at the time of sign up for QuickBooks Live Services. You or Intuit may cancel QuickBooks Live Cleanup at any time. To cancel the QuickBooks Live Cleanup and terminate the persistent connection between QBOA and your QBO subscription, go to 'Account Settings' and 'Billing & Subscription' and cancel your subscription. When the Services are canceled, your cancellation will become effective immediately. You will not receive a prorated refund.

QuickBooks Live Monthly Bookkeeping

1. Services

Intuit will provide you with virtual access to a team of QuickBooks Live Bookkeepers, including but not limited to: a one-to-one messaging service, the ability to schedule appointments during normal business hours subject to the Live Bookkeepers' availability, and the ability to collaborate and share required documents with the Live Bookkeepers. The Live Bookkeepers will provide the services for transactions starting on the first of the month of your signup date and continuing through each subsequent month, until cancellation.

Services provided to you by the Live Bookkeepers will be based on the information you provide. The Live Bookkeepers can provide an overview of the main features of QuickBooks Online, assist with reports and reporting tools, set up the chart of accounts, assist with bank connections and import historical data, and assist with bookkeeping practices and tips. The Live Bookkeepers will also classify and categorize transactions, and reconcile accounts based on required documentation provided by you. You must provide documents timely to complete reconciliations. In addition, the Live Bookkeepers can provide a trial balance, balance sheet and profit, and/or loss statement at your request. The reports provided to you are not a substitute for the preparation of financial statements in accordance with the applicable financial reporting framework, as determined by you.

Intuit will provide a "documents due" deadline for when your documentation is due to the Live Bookkeepers for annual year-end reconciliation services to be completed by applicable tax filing deadlines or other peak demand times. Intuit does not guarantee that annual year-end reconciliation services will be completed in time to meet tax filing deadlines in the event you provide documentation after the "documents due" deadline or if you are no longer eligible for the QuickBooks Live Services for the applicable tax filing deadline depending on the date of sign up.

2. Scope

QuickBooks Live Monthly Bookkeeping Services does not include:

- Business consulting services
- Operational advice
- Payroll services
- Sales tax returns or filings
- Preparation 1099s or tax documentation
- Tax preparation or assistance with tax preparation, including tax advice
- Invoicing your customers
- Collecting outstanding receivables from your customers
- Accounts receivable and accounts payable management
- Paying vendors
- Support for users with foreign bank accounts, multi-currency, cryptocurrency, full accrual accounting, commingled funds, more than one business, and more than three real estate properties.

Intuit reserves the right to limit the number of sessions and length, and scope of each session between you and the Live Bookkeepers. The scope of the bookkeeping services provided may be limited and is at the sole discretion of the Live Bookkeepers. The Live Bookkeepers may note and address inconsistencies in your books; however, they will not make assurances or open or review bookkeeping records used for the preparation of a filed tax return, or prior to the service period.

3. Eligibility

Prior to or after signup, the Live Bookkeepers will evaluate your books and verify eligibility. Intuit reserves the right to limit eligibility and terminate services based on ineligibility. If you were in business the previous year and have had a tax filing requirement for that year of business, your business return must have been filed and accepted by the appropriate tax authorities or the Live Bookkeepers may determine that you are out of scope for the service.

To be eligible to use the QuickBooks Live Monthly Services you must:

- Remove any commingled personal or business expenses from your QuickBooks Online account;
- Be current, within the past two months, on account reconciliation going back to the previous Federal tax filing (new businesses created since the most recent Federal tax filing deadline are exempt from this requirement);
- Be current on your payroll tax filings;
- Be current on your sales tax return filings;
- Not use full accrual accounting;
- Not be engaged in any illegal activity or any activity reasonably likely to cause notoriety, harm, or damage to the reputation of Intuit;

- Not utilize foreign bank accounts, multi currency, cryptocurrency for money movement;
- Not have investments related to options and futures trading;
- Not operate a 401(k) business;
- Not have more than one business and/or three real estate properties tied to the same QuickBooks Online account; and
- Not exceed the threshold for complexity out of scope which is an assessment that includes but is not limited to: your number of online banking or credit card accounts, chart of accounts, and problematic transactions.

To be eligible, the Live Bookkeepers may, at their discretion, provide assistance removing commingled personal transactions in your QuickBooks Online account as part of the Monthly Bookkeeping services. You are responsible for identifying and reporting all personal transactions to the Live Bookkeepers. If you fall behind in providing the documents required to complete the bookkeeping services or are non-responsive, we reserve the right to cancel the QuickBooks Live Services at any time, at our sole discretion.

4. Pricing & Billing

QuickBooks Live Monthly Bookkeeping is charged as a monthly subscription fee following an initial thirty (30) day free trial access period. You will be charged the then-current price on the end date of the trial at the prorated amount, if applicable, and then all ongoing then-current list price charges are made on your QuickBooks Online billing date each month. The monthly subscription fee is based on the average amount of monthly expenses in the previous three (3) months. Your account will be automatically charged on a monthly basis until you cancel. The pricing schedule is subject to change at Intuit's sole discretion.

You or Intuit may cancel the QuickBooks Live Services at any time. To cancel the QuickBooks Live Bookkeeping Services and terminate the persistent connection between QBOA and your QBO subscription, go to 'Account Settings' and 'Billing & Subscription' and cancel your subscription. When the Services are canceled, all future monthly subscription charges will be discontinued. Your cancellation will become effective at the end of the monthly billing period. You will not receive a prorated refund.

QuickBooks Live Assisted Bookkeeping

1. Services

This is a monthly subscription services that offers limited guidance by QuickBooks Live Bookkeepers to help you manage your books while you maintain full ownership and control of your books. Intuit will provide you with virtual access to a team of Live Bookkeepers, including but not limited to: the ability to schedule appointments during normal business hours subject to the Live Bookkeeper's availability, and the ability to collaborate and share required documents with the Live Bookkeepers. The Live Bookkeepers can provide guidance on topics including: bookkeeping automation, categorization, financial reports and dashboards, reconciliation, and workflow creation and management. They can also answer specific questions related to your books and your business. Some basic bookkeeping services may not be included and will be determined by your Live Bookkeeper. The Live Bookkeeper will provide help based on the information you provide.

2. Scope

QuickBooks Live Assisted Bookkeeping does not include working in your books, and does not include:

- Manage or make changes to transactions inside or outside your books
- Perform bookkeeping tasks, including evaluating financial statements or analytics
- Provide business consulting services, including budgeting or operational advice
- Provide payroll services
- Prepare sales tax returns or filings
- Preparation 1099s or tax documentation
- Tax preparation or assistance with tax preparation, including tax advice
- Invoicing your customers
- Collecting outstanding receivables from your customers
- Accounts receivable and accounts payable management
- Paying vendors
- Prepare, compile, review or audit of financials
- Support for users with foreign bank accounts, multi-currency, cryptocurrency, full accrual accounting, commingled funds, more than one business, and more than three real estate properties.

Intuit reserves the right to limit the number of sessions and length, and scope of each session between you and the Live Bookkeepers. The scope of the bookkeeping services provided may be limited and is at the sole discretion of the Live Bookkeepers. The Live Bookkeepers may note and address inconsistencies in your books; however, they will not make assurances or open or review bookkeeping records used for the preparation of a filed tax return, or prior to the service period.

3. Pricing & Billing

Your account will be automatically charged on a monthly basis until you cancel. You or Intuit may cancel QuickBooks Live Assisted Bookkeeping at any time. To cancel the QuickBooks Live Assisted Bookkeeping and terminate the persistent connection between QBOA and your QBO subscription, go to 'Account Settings' and 'Billing & Subscription' and cancel your subscription. When the Services are canceled, all future subscription charges will be discontinued. Your cancellation will become effective at the end of the monthly billing period. You will not receive a prorated refund.

QuickBooks Live Guided Setup Service

The QuickBooks Live Guided Setup Service is a one-time virtual session with a QuickBooks expert, and is only available to new monthly subscribers who are within their first 30 days of their QuickBooks Online subscription, which is separate from the QuickBooks Live Full Service Bookkeeping, QuickBooks Live Assisted Bookkeeping, and QuickBooks Live Guided Setup Service. The QuickBooks experts will only provide you with instructions on the following: charts of accounts setup, how to customize invoices, setup reminders, connect bank accounts and credit cards and other bookkeeping tips. This Service is not available for QuickBooks trial and QuickBooks Self-Employed offerings, and does not include desktop migration, payroll setup or payroll services. The QuickBooks experts may limit the scope of bookkeeping advice, and your particular setup. Service subject to availability and capacity.

Additional QuickBooks Live Services Terms

1. Service Limitations

You understand and agree:

- Service levels and availability will vary based on demand and capacity and are subject to change without notice.
- That QuickBooks Live Services cannot be relied to:
 1. Identify or disclose any errors, fraud, theft, illegal acts, and wrongdoing within the entity;
 2. Identify and communicate deficient or material weakness in your internal control system;
 3. Audit, review, or compile your financial statements; and
 4. Prepare or submit any auditor's or accountant's report.

2. Accounting Method Preference

If you don't provide Intuit information with your preferred accounting method, you permit Intuit or the Live Bookkeepers to determine the appropriate accounting method on your behalf. QuickBooks Live Services supports cash basis and modified cash basis accounting methods only.

3. Connections

The Live Bookkeepers may use QBOA and/or the Intuit Expert Platform to establish a persistent connection to remotely access, view, and edit your QBO company file for the QuickBooks Live Services. You will have the ability to cancel the persistent connection following the instructions in the product.

4. Live Sessions

You are required to schedule an appointment for each session. We reserve the right to cancel a live session at our sole discretion. You may cancel your live session at any time and may reschedule, but we may not be able to accommodate multiple reschedulings.

5. Your Responsibilities

You are responsible for the following within your business operations:

- Designing, implementing, and maintaining internal controls, including those relevant to bookkeeping processes and monitoring ongoing activities;
- Preventing and detecting fraud, including the design and implementation of programs and controls to prevent and detect fraud;
- Identifying and ensuring that you comply with the laws and regulations applicable to your activities;
- Making all personnel, financial records and related information available to us on a timely basis, including communications from you;
- Ensuring that your records and information are complete, accurate and safeguarded;
- Making all management decisions and perform all management functions, including determining and approving account codings and approving all proposed journal entries;
- Evaluating the adequacy and results of the services performed; and
- Accepting responsibility for the results of the services, notwithstanding the Accurate Books Guarantee (see below).

6. Accurate Books Guarantee

This guarantee covers the QuickBooks Live Services provided to you for the duration of your QuickBooks Live Monthly Bookkeeping subscription and the Cleanup Period. Accurate Books Guarantee is not available with QuickBooks Live Assisted Bookkeeping.

If you are a registered user of QuickBooks Live Services, at your request, Intuit will conduct a full evaluation of the Live Bookkeepers work. If the Live Bookkeepers make an error that requires re-opening of your books, we will correct the error for the month that error occurred at no additional charge. An eligible “error” is:

- A transaction that has been incorrectly categorized to the wrong account;
- An account balance in QuickBooks that doesn’t match the actual account balance; or
- Improper transactions which can’t be supported by documentation (including client responses and client meeting notes).

If the account balance is in question, you must provide us with a receipt for the transaction in question, correspondence from your outside tax accountant, or a document stating the balance of the account. The Accurate Books Guarantee is void if you change categories, void a transaction, or change transaction data in any manner after a QuickBooks Live Bookkeeper has posted the transaction.

7. Liabilities

Intuit will not be liable in any way if the QuickBooks Live Services cannot be performed completely or accurately because of anything not reasonably within our control, including inaccurate or incomplete information provided by you. We are also not responsible for any errors resulting from you reopening the books by overriding closure after the Live Bookkeepers complete the month-end closure. Notwithstanding anything to the contrary in the Section A Terms, if any Intuit error occurs in performing the Live Services, our only responsibility will be to correct the error in QBO for the month the error occurred.

8. Session Recordings

You consent to your session being recorded (including screen visual) for internal training and agent assessment purposes.

F. PAYROLL SERVICES

The “Payroll Services” means the subscription Services offering online payroll solutions for businesses as further described in this Part F, including the HR Services and IEVS. If you use the Payroll Services, the following additional terms in this Part F apply (the “Payroll Services Terms”).

You may only use the Payroll Service in the United States. For accountants, you must purchase a separate Payroll Service subscription for your own business and for each client you support using the Payroll Service (each an “Additional Client User”). To the extent applicable, when you act on behalf of your Additional Client User(s), you represent and warrant that you have authority to do so. You and your Additional Client User(s) are jointly and severally responsible for paying your Additional Client User(s) subscription fees, including amounts due to any 3rd parties. Your Additional Client User(s) is/are solely responsible for paying all amounts debited against their account (e.g., payroll, taxes, NSF fees, account closure fees, or reversal

fees charged by a bank). As their agent, you agree on behalf of your Additional Client User(s) that they will indemnify Intuit with respect to any claims, liability, and expenses, including reasonable attorneys' fees and costs arising out of their use of the Payroll Services or breach of the Agreement.

We reserve all rights, including the right to terminate the Agreement for you and any Additional Client Users, in whole or in part in our sole discretion, and we reserve all rights to all other available remedies permitted by law. This includes, but is not limited to, if you have insufficient funds in your linked account to pay amounts due at the time required, or if you refuse to pay. In those circumstances, we may: (i) recover funds from you pursuant to the Recovery Authorizations you granted to us in agreeing to the payment terms: (ii) debit amounts from your payroll taxes withheld on your behalf: (iii) refuse to pay any unremitted payroll taxes: (iv) discontinue the Payroll Service: and/or (v) immediately freeze, suspend, or terminate your QuickBooks Online Account or access to the Payroll Service. All sections in these Payroll Services Terms, to the extent permitted by law, shall survive the termination of the Agreement.

Government Accounts and Use of Payroll Services

If any government agency's registration process requires an online account to use the Payroll Services, we may, with your consent, create an account for you and provide you with that account information. If you have already created an account, you agree to provide us that information or other requested information to facilitate registration or onboarding. If, at any time, we create an account for you or access your existing account using your account information, you must change your login name and password credentials. Intuit will not be responsible for use of or access to your account immediately after we provide you notice of our account set up or access

Your Responsibilities

You are fully responsible for verifying the identity and work authorization of your employees and independent contractors in accordance with applicable law and all of the information you, your employees and independent contractors submit through the Payroll Service, including for any IRS or other penalties due to incorrect, inaccurate, incomplete or outdated information. You are responsible for verifying the accuracy, timeliness, and completeness of any personal, wage, payroll, or any other information you, your employees or independent contractors provide or directly input via the Payroll Service or any other method. We are entitled to rely upon, and are not obligated to independently verify, any such information, except where required by law. We will not be liable for any penalty, interest or other liability that results from inaccurate or incomplete information you, or your employee or independent contractor may supply. You must submit information we require to provide the Payroll Service, including your company's tax information, employee and independent contractor wage and payroll information, Additional Client User information, and other information we may request. You assume sole responsibility for, and will ensure that your payroll information, Content, data, documents or materials used, disclosed, entered into or created using the Payroll Service are accurate, reliable and complete, do not violate the Agreement, and comply with the Office of Foreign Assets Control of the U.S. Treasury and all other applicable laws or regulations.

Except as otherwise stated herein, Intuit will not be liable for any penalty, interest or other liability that results from inaccurate or incomplete information you supply. In the event that Intuit becomes aware of any tax agency information that is inaccurate, Intuit reserves the right to

input the correct information. Intuit will not be liable in any way if Payroll Services cannot be performed completely or accurately because of anything not reasonably within our control, including problems with the Internet or inaccurate or incomplete information you provide to us. Notwithstanding anything to the contrary in Section A, if any Intuit error occurs in performing Payroll Services, our only responsibility will be to make the correct payment or file the correct report and pay any resulting tax interest or penalty.

You assume full responsibility for the use of the Payroll Service to achieve your intended purposes, for the proper installation and use of the Payroll Service and for verifying results from use of the payroll service.

Electronic Signatures

As part of the Services, we may require you to provide your electronic signature to certain forms or documents required by Intuit, state or federal agencies. All forms will be made available to you, including [IRS form 8655 Reporting Agent Authorization](#) which is also included as a link here: <https://www.irs.gov/forms-pubs/about-form-8655>. The actual forms that you will need to sign will vary depending on your business and location. By using the Payroll Services, you acknowledge that you have read the content of the forms, and you hereby authorize Intuit to apply your electronic signature or a rendition of your signature to all required forms. Your signature is effective as of your acceptance to apply your signature to all specified form(s). Your signature on these forms is a requirement to use the Services. If you no longer permit us to use your electronic signature, the Payroll Service will terminate.

Your employee(s) may, but are not obligated to, provide electronic signatures in connection with their use of QuickBooks Workforce (“QuickBooks Workforce” or “Workforce,” as described further in Part P). Intuit has no responsibility or liability with respect to the content, validity, or enforceability of any of your employee(s) electronic signature(s). Enforceability of electronic signatures varies by jurisdiction. Please consult with your professional advisor to determine applicability to your situation.

W-2 Information

In order to use the Payroll Services with regard to your W-2 employees you must complete IRS Form 8655 (Reporting Agent Authorization) naming “Intuit QuickBooks Payroll, Inc.” as your authorized reporting agent and any other forms or authorizations requested by us. Further, you hereby authorize Intuit QuickBooks and its affiliates to take actions on your behalf as is necessary to effectuate the Payroll Service. By using Intuit QuickBooks Payroll, Inc. to pay independent contractors, you hereby authorize Intuit QuickBooks Payroll, Inc. to make payments and filings, including Form 1099-MISC, on your behalf. You represent and warrant to us that you have obtained all consents necessary under applicable law to provide us with the information required to provide the Payroll Service, including consent to access your employees’ and independent contractors’ bank accounts to process direct deposits of payments and to debit overpayments and payment errors. You acknowledge and agree that the Payroll Services may not include all payroll features and functionality necessary to run your business and to meet all federal, state, and local payroll reporting obligations applicable to your business. You are responsible for determining whether the Payroll Services meets your business’ payroll and reporting needs, and we are not providing any legal, financial, accounting, tax or other professional advice to you by providing the Payroll Services. For more information about the Payroll Services, visit our [WEBSITE](#).

ACH Debits and Related Authorizations

You must have a QuickBooks Online Account with a linked, verified, ACH-enabled U.S. bank or other depository account. You authorize Intuit and other authorized third parties to debit your linked account in the amounts necessary to (i) fund your payments, (ii) pay any fees or charges associated with the Payroll Service, (iii) pay your payroll taxes, (iv) pay any debit, correction or reversing entry initiated, and (v) pay any other amount that is owing, including for services provided by us to you unrelated to the Payroll Services. You will maintain a sufficient balance in your linked account to pay disbursements, fees, payroll taxes or any other amounts due at the time required.

Wage and Salary Payment and Tax Form Service

You are responsible for verifying that all Payroll Payments have been received and are accurate.

Funding Timing

Debits will be charged to Your Account (or the Account of your Additional Client User(s), as applicable) up to five (5) business banking days before the pay date of the applicable payroll and you must have sufficient funds in Your Account to fulfill your Payroll Payments on that date. After that, no interest or earnings will accrue to you and Intuit will hold the money until the Payroll Payments are made. Once your Payroll Payments are complete and submitted you may cancel them until we send them to the ACH network. For all funding speeds, deposit timing may vary because of third party delays, risk reviews or, to the extent consistent with applicable money transmission laws, issues beyond Intuit's control.

The following faster funding features are subject to eligibility criteria and may not be available in all Services:

- **Same-Day Payroll.** You must send Intuit a request for a Payroll Payment before 7:00AM PST for same-day payroll. Payments processed before 7:00AM PST shall arrive the same business day (excluding weekends and holidays);
- **Next-Day Payroll.** You must send Intuit a request for a Payroll Payment before 5:00PM PST for next-day payroll. Payments processed before 5:00PM PST shall arrive the next business day (excluding weekends and holidays); and
- **2-Day Payroll.** You must send Intuit a request for a Payroll Payment before 5:00PM PST for 2-day payroll. Payments processed before 5:00M PST shall arrive in 2 business days (excluding weekends and holidays).

Use and Restrictions

- Special processing fees may apply to some Payroll Services Payments, and optional special processing requests may be available as part of the Payroll Services for an additional charge.
- You agree, represent, and warrant that (a) you have received authorization from each person or entity to allow you to make Payroll Payments to them and to make any necessary adjustments to their account, as appropriate, (b) at the time any Payroll Payment is made you have no actual knowledge that the authorization has been revoked or terminated, and (c) your Payroll Payments comply with the laws that apply to them. In case of any reversing entry for a Payroll Payment, you will tell the affected person before the entry is sent. You are responsible for maintaining employee authorizations, and all applicable record retention.

- Payroll Services do not include: (a) furnishing physical checks or any form of notice of deductions or deposit to employees or contractors, or (b) processing of non-tax-related withholdings, including but not limited to: wage garnishments, retirement account contributions, or insurance premiums.
- For certain jurisdictions, the Payroll Service may not: (a) include processing of local taxes or taxes not deducted as part of payroll, or (b) be available to employers with employees in certain states.
- There may be restrictions on the number of employees for whom Payroll Payments can be processed.

Auto Payroll

Automatic payroll service (“Auto Payroll”) is available if: (i) setup for employees and the company are complete, (ii) all employees are salaried employees, (iii) all employees are set up on direct deposit, (iv) bank verification of Your Account is complete, (v) e-services is enabled, and (vi) and your account has not been on hold in the last 6 months. Your Account must have sufficient funds in your account to fulfill your Payroll Payments on the specified date. By enabling Auto Payroll, you are agreeing to receive text messages related to Auto Payroll. These texts will be sent when you turn on/off Auto Payroll or if there have been any errors with Auto Payroll. Additionally, every pay period you will get texts to remind you that you can make updates to your Auto Payroll and a confirmation that your payment transactions have been requested in accordance with your instructions. You are able to text HELP to get additional help information or STOP to stop receiving the notifications.

Workforce

Your employee(s) may choose to sign up for Workforce, which will allow them to view a limited amount of your payroll data pertaining solely to their employment (e.g., paychecks, hours, time off). During employee onboarding, your employee(s) may enter their Information (as defined in Part P) into Workforce or you may enter such Information into your Payroll Services account for them. We may use the Information to send an invitation to your employee(s) to create a Workforce account. When your employee(s) edit certain of their Information in Workforce, their profile will be updated in your Payroll Services account. Your employee(s) must consent to electronically exchanging Information through Workforce. Intuit is not responsible for any Information submitted through Workforce or liable for any claims related to the amounts withheld from paychecks. The Information may also be shared in accordance with this Agreement. You agree to the following:

1. Electronic Signature.

Your employee(s) may choose to use the electronic signature service (“E-Sign”), which will allow them to electronically sign and/or certify that the Information submitted through Workforce is true, correct, and complete to the best of their knowledge under penalty of perjury. Each time your employee(s) choose to use E-Sign, the employee expressly (i) affirms that he/she is able to access and view the Information he/she is electronically signing in E-Sign; (ii) consents to conduct business electronically with respect to the transaction contemplated; and (iii) agrees to the use of electronic signatures. Enforceability of electronic signatures varies by jurisdiction. Please consult with your professional advisor to determine applicability to your situation. Intuit has no responsibility or liability with respect to the content, validity, or enforceability of any electronic signature, nor is it responsible or liable for any matters or disputes arising from the submission of any of your employees’ Information through Workforce. If required by local law, you are solely responsible for obtaining physical documents containing

your employees' Information (e.g., W-4, state, or local tax withholding forms), and Intuit has no responsibility or liability with respect to such physical documents.

2. Change in Preference.

If your employee(s) elect(s) to manually sign and/or receive Information from electronic to paper format, you must provide email or paper confirmation regarding the employee(s) changed preference. This notice must include the date by which the employee(s) will begin receiving paper format again. Intuit has no responsibility or liability with respect to obtaining physical copies.

3. Termination of Employment

If your employee(s) is/are terminated, whether voluntarily or involuntarily, they will continue to have access to Workforce for 12 months after you cancel your Payroll Service; however, any edits they make to their Information in Workforce after such termination will not update your Payroll Service account.

W-2 Transfer Option

When you sign up for the Payroll Services, you may have the option of sending W-2 information to TurboTax® software or services for the benefit of your employees, as long as you are an active subscriber. This means that W-2 data will be transmitted via an encrypted, secure connection to the TurboTax® servers for automatic download into TurboTax® if your employees elect to use the tax filing software or services and choose to import their W-2 data automatically. You will have the option of turning off this functionality through the Payroll Services. If you turn the functionality off, your employees will not have the ability to download their W-2 data electronically into TurboTax® software or services.

Requests for Information

You agree to provide any information to your employees or independent contractors that such employee or independent contractor requests either directly from you, or requests from Intuit. If your employee or independent contractor requests their personal payroll information from Intuit, for example, a copy of their pay stubs or timecards, Intuit will fulfill the request to the employee or independent contractor and will provide you with 24 hours advance notice to the email address associated with your QuickBooks Online Account. You agree to indemnify and hold Intuit harmless from any liability resulting from your failure to respond to such requests for information.

Tax Filings

Please be aware that you are responsible for the timely filing of tax returns and the timely payment of taxes for your workers, even if you have authorized us to file the returns and make the payments. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details. You acknowledge that Intuit cannot represent you in tax

matters. Except as otherwise provided in these Section B Terms, Intuit cannot file and pay taxes on your behalf.

Setup Services

In order to access onboarding services, you must have a current subscription to QuickBooks Online Full Service Payroll ("FSP") or QuickBooks Online Payroll Elite ("Elite").

Setup Information

To enable you to more rapidly begin utilizing FSP or Elite you agree to provide Intuit with all information necessary to enable Intuit to establish your FSP or Elite subscription (collectively "Setup Payroll Services").

Intuit will suggest the most accurate and rapid method for completing your Setup Payroll Services from the following options:

- Providing Intuit (by email, fax or other electronic means as instructed by Intuit) with true, correct, and complete business information (including but not limited to, payroll, EIN, tax and employee information), and any other payroll setup information, completed forms, or other data necessary for the Setup Payroll Services;
- Participating in calls with your existing payroll service provider and an Intuit representative to obtain necessary Setup Information;
- Providing uninterrupted access to your QuickBooks or non-Intuit financial management software data files, either via upload to Intuit's FTP site in accordance with Intuit's instructions or via remote desktop connection access; and
- Responding to Intuit communications and requests for information, and reviewing information provided or prepared by Intuit promptly and reasonably in advance of and during the Setup Payroll Services process, notifying Intuit of any errors.

Representations, Grant of Rights to Intuit

You hereby represent and warrant that you: (i) are the legal owner of the Setup Information, (ii) you are responsible for obtaining the proper documentation (including Power of Attorney, Form 8655 Reporting Agent Authorization, and/or Third Party Administrator) to authorize Intuit as your reporting agent and to enable Intuit to enroll you in e-services, (iii) have the necessary rights to grant us the authorizations to act on behalf of you or your business, (iv) hereby authorize government agencies to disclose your confidential information to us, (v) agree to provide true and accurate information and to review your registration information prior to registering with the government, (vi) as the business owner, remain solely liable for compliance with applicable laws and regulations regarding your business, and (vii) are responsible for ensuring that the grant of these rights is permissible under the terms of any applicable agreements.

Taxpayer ID Numbers

You agree and acknowledge that Intuit will not be able to complete Setup Payroll Service for any tax jurisdiction until you have applied for and received an agency account ID(s) as part of enrollment with the appropriate payroll taxing authority in the applicable jurisdiction(s) ("**Account ID(s)**").

Information Verification

Intuit will reasonably ensure the accuracy of information received, but cannot ensure that the source files used, information provided by other service providers or company personnel are accurate. Accordingly, Intuit may require you to verify the accuracy of all the information before commencing use of FSP or Elite.

Completion of Setup Payroll Services

After you have verified your information, Intuit will assist you in the steps necessary to commence use of FSP or Elite. At that time the Setup Payroll Services will be complete.

No Obligation to Provide Payroll Services

Intuit reserves the right to refuse to provide Setup Payroll Service to you and, in such instances, will refund any fees you paid to Intuit for Setup Payroll Service.

Consents to Share Information

Intuit QuickBooks is processing your employees' and independent contractors' personal information on your behalf in order to provide these services. You agree to obtain any necessary consents from your employees and independent contractors for Intuit QuickBooks to provide the Payroll Services and to process and share personal information as described in the Agreement and in accordance with the Intuit [Global Privacy Statement](#).

Additional Services

You may be offered Workers' Compensation Pay-As-You-Go service, Health Benefits service, or 401(k) and related plan services provided by third parties such as an insurance carrier or its service provider. To determine your eligibility for third party service plans, Intuit may share a limited amount of your information, such as FEIN, with participating third parties with your consent. No employee or payroll information will be shared with the third party, until you provide us or the third party your authorization to share the data. Additional fees and terms may apply to the third party service.

Limited Power of Attorney

You hereby grant Intuit a limited power of attorney to initiate any reasonably necessary actions on your behalf in order to provide you with the Electronic Filing and Payment of Payroll Taxes, Direct Deposit, ACH Debit services, and the Payroll Services, as applicable.

HR Services offered within Payroll Services

If you elect to enroll in any of the subscription services within Payroll Services that offer access to the HR Support Center, as available within your product (the "HR Services"), in addition to the terms set forth above, the following additional terms will also apply:

The HR Services are powered by Mineral, Inc., a third party service provider ("Mineral") and are subject to Mineral's [TERMS OF SERVICE](#). You agree that your information and any information that you are providing, will be shared with Mineral to provide the HR Services to you and such disclosure and use is subject to Mineral's [PRIVACY POLICY](#). All information,

documentation and tools provided as part of the HR Services are provided by Mineral, are intended for informational purposes only, do not constitute legal, accounting or tax advice, and do not create an attorney-client relationship. Requirements may vary state-by-state and exceptions may apply. The content and information provided does not encompass all applicable requirements, law or regulations that may exist or apply. The HR Services may include live assistance by a Mineral advisor ("HR Pro"). By utilizing this assistance, you agree that the HR Pro may access and

review your information to answer your HR related questions. Any assistance provided to you within the HR Services will be based on information you provide. You understand and agree that if you provide incorrect or incomplete information, the advice provided to you may not be accurate or complete. If you are seeking legal advice, you are encouraged to consult an attorney.

Income and Employment Verification Services

If you elect to enroll in any of the subscription services within any Payroll Services that offer income and employment verification services ("IEVS"), as available within your product, in addition to the terms set forth above, the following additional terms shall apply:

General

IEVS is powered by The Work Number® ("TWN") from TALX Corporation, a wholly owned subsidiary of Equifax, Inc. and a provider of Equifax Workforce Solutions ("EWS"). You agree that the business information and personal information provided in connection with the use of Payroll Services, including income and employment information of your current or former employees (collectively, "Verification Data") may be shared with EWS, as permitted in this Section 6, for disclosure to certain entities and their agents (collectively, "Verifiers"). This will only happen in accordance with the "Disclosure" section below. If you do not want this service for your employees and/or if you do not want Verification Data to be shared with Verifiers, you must update your preferences and opt out. This can be done at any time by unchecking the "Income & Employment" box in your "Company Preferences."

Disclosure

The Verification Data will only be shared with EWS upon request of your employees (or former employees) or in response to a Verifier's certified permissible request under the Fair Credit Reporting Act ("FCRA").

Data Accuracy

You agree that you will maintain accurate and up to date Verification Data. You further agree that you will cooperate with Intuit's request to verify the accuracy of Verification Data and or other information provided within Payroll Services.

Guarantees

1. Tax Penalty Protection Guarantee

Intuit works to ensure the accuracy of the payroll tax calculations through the Payroll Services. If you are a registered user of Elite and you receive a federal, state, or local payroll tax penalty

or interest from an error affecting your tax calculation accuracy made while using Elite, Intuit will help you resolve it with the corresponding tax agency, and will cover the penalty and interest, up to \$25,000 (“Tax Penalty Protection Guarantee”). You are required to: (a) complete the onboarding expert review provided by Intuit with the Payroll Services for Elite before incurring a charge that is covered by this Tax-Penalty Free Guarantee; (b) sign up for e-services; and (c) submit the payroll tax notice to Intuit at TaxNoticeResolution@intuit.com no later than 15 days after the date printed on the notice of your first notice. Intuit will not pay fees due to willful or fraudulent omission or inclusion of information inputted by you to the Payroll Services, or if your information does not pass applicable verification or validation checks for our Money Movement Services. Intuit will pay you in the amount of the IRS or state penalty and/or interest paid by you to the IRS or state. You are responsible for paying any additional tax liability you may owe and providing any other information Intuit reasonably requests to validate your claim.

2. Accuracy Guarantee

Intuit assumes responsibility for federal and state payroll filings and payments directly from your account(s) based on the data you supply. As long as the information you provide us is correct and on time and passes applicable verification and validation checks for our Money Movement Services, and you have sufficient funds in your account, we’ll file your tax forms and payments accurately and on time or we’ll pay the resulting payroll tax penalties. Guarantee terms and conditions are subject to change at any time without notice.

3. Customer Support

We provide customer support to help you set up your Payroll Services correctly and run the Payroll Services. If you select the "Client Retail Services," we also provide support directly to your Client Company (as defined in the Payroll Services). If you select the "Accountant Wholesale Services," we do not provide support directly to your Client Company; however, we will answer your questions about your Client Company's payrolls, as well as your questions about your own payroll. Free live support may be available by telephone or online, according to our standard practices.

4. Additional Paid Services

There are additional supplemental services that are available. Additional fees and requirements may apply. These services include but are not limited to support services for tax notices, corrections, amendments, W2C/1099, entity change, third party sick pay, cancellations and year-end filings, and reactivations.

G. DIRECT DEPOSIT SERVICE

The “Direct Deposit Services” means the subscription services offering direct deposit solutions for businesses as further described in this Part G. If you elect to enroll with any Direct Deposit Services, either as a feature of the Payroll Services or an add-on subscription to other Services, the following additional terms in Part G apply.

Direct Deposit

“Direct Deposit” is a deposit of money by you into an employee or contractor payee's bank account, and requires the setup of direct deposit and bank verification. For all funding speeds, deposit timing may vary due to third party delays, risk reviews or, to the extent consistent with applicable money transmission laws, issues beyond Intuit’s control. Direct Deposit Services will begin after Intuit receives and processes any information we request as part of your enrollment, including any credit or banking information. The information you provide must be accurate and complete, to begin performing Direct Deposit Services for you. Faster funding features (Same-Day, Next-Day and 2-Day Direct Deposit) are subject to eligibility criteria and may not be available for all Services. Arrival time varies by feature and excludes weekends and holidays:

- Standard Direct Deposit. Payment request must be submitted 5 business days prior to the processing date;
- Same-Day Direct Deposit. Payment request must be submitted before 7:00AM PST in order to process and arrive the same business day;
- Next-Day Direct Deposit. Payment request must be submitted before 5:00PM PST in order to process and arrive the next business day; and
- 2-Day Direct Deposit. Payment request must be submitted before 5:00PM PST in order to process and arrive in 2-business days.

Use and Restrictions

- You or your Client Company may submit requests to process and send Direct Deposit Payments to your employees or contractors. Additional fees may apply to some Direct Deposit Payments and optional special processing features that may be available as part of the Direct Deposit Service.
- You agree, represent, and warrant that (a) you have received authorization from each receiving person or entity to allow you to make Direct Deposit Payments and to make account adjustments, as appropriate, (b) when Payment is made, you have no actual knowledge that the authorization has been revoked or terminated, and (c) your Direct Deposit Payments comply with the laws that apply to them. In case of any reversal of a paycheck Direct Deposit, you must advise the affected person or entity before such entry is sent. You are responsible for maintaining employee authorizations and all applicable record retention.
- Direct Deposit Services do not include furnishing physical checks or provision of notice of deductions or direct deposit to employees or contractors.
- Direct Deposit Services may not be available to employers with employees or contractors in certain states.
- There may be restrictions on the number of employees and/or contractors for whom Direct Deposit Services can be processed.

H. QUICKBOOKS INSURANCE

You may be offered certain insurance or retirement benefits provided by third parties as part of your subscription. To determine eligibility for third party benefits, Intuit may, with your authorization, share a limited amount of your information with participating third parties in accordance with the Intuit Privacy Statement. Additional fees, terms and consents may apply. We do not guarantee availability or eligibility for any benefit.

I. QUICKBOOKS TIME SERVICE

“QuickBooks Time” or “QB Time” is a mobile app or Internet-based service which permits the processing, retrieval, and transmission of transaction data submitted by you through an online account (“QB Time Account”). If you use QB Time, the following additional terms in this Part I apply.

If you elect to enroll with QuickBooks Time (“QB Time”), or QuickBooks Online Payroll Premium or Elite, the following additional terms apply:

- You acknowledge that QB Time is not a payroll system, but you take full responsibility to validate the accuracy of data produced by QB Time when you use it for your own payroll or billing purposes.
- You accept sole responsibility for ensuring compliance with state and federal labor laws and reporting and indemnify and hold Intuit harmless from any and all payroll, tax and labor compliance liabilities.
- Certain QB Time features include multiplying hours tracked by a monetary figure supplied by you and is provided for reference only, does not reflect actual calculation of any payment payable by you, should not be relied upon, and is not warranted or guaranteed by Intuit to be a payroll calculation or any other payment calculation.
- Tax Exempt Orders for QB Time: Intuit must receive a copy of a valid sales tax exemption certificate to ship without tax; otherwise, Intuit will apply the appropriate tax rate based on your shipping address to your order. Once the details of your order are finalized, Intuit or our tax exempt verification partner will email with instructions to file your exemption certificate.
- You acknowledge that QB Time is COTS or "Commercial-Off-The-Shelf Software" items.
- QB Time is intended solely as a time record keeping product by small business owners. Any other use of QB Time will not be in accordance with its intended design or as defined in this Agreement. All use of QB Time requires that any public disclosures, communication, characterizations, references to QB Time or uses of QB Time, references to Intuit, collection of data, or releases of information of any kind pertaining to the purchase or license of QB Time, are expressly prohibited and require prior written consent from Intuit.

Data Processing and Privacy

- If you use QB Time, Intuit will be the Controller of Account Data, and you will be the Controller of the Personal Data and Customer Data that we Process on your behalf and we will process that Personal Information as a Processor in accordance with our QuickBooks Time Data Processing Agreement.
- The terms above, "Account Data," "Controller," "Customer Data," "Processor," "Data Subject," "Personal data" (also referred to as Personal Information in the QuickBooks Time Data Processing Agreement) and "Processing" (and "Process") referenced herein shall have the meanings given in the QuickBooks [Time Data Processing Agreement](#), which is hereby incorporated by reference in the Agreement. If there is any discrepancy between the Agreement and the QuickBooks [Time Data Processing Agreement](#) with respect to the collection, use, and/or disclosure of Customer Data (as defined in the QuickBooks [Time Data Processing Agreement](#)), the QuickBooks [Time Data Processing Agreement](#) will control.

J. QUICKBOOKS COMMERCE SERVICE

“QuickBooks Commerce” or "QB Commerce" is an Internet-based Service which provides omni-channel commerce and accounting capabilities for businesses to manage multiple online and in-store sales channels and inventory. If you use QB Commerce, the following additional terms in this Part J apply. Each QB Commerce account may only be used to support one business.

Usage limits and restrictions

Intuit may impose usage limits and restrictions on your QB Commerce use and subscription. These limits may include: monthly order volume, stock keeping unit ("SKU") list entries, and automated data import and migration capabilities, inventory items, multi-language user interface functions, and contract manufacturing or multi-stage manufacturing product sourcing. When you exceed the usage limits for your subscription plan, we may deactivate or suspend your subscription.

Storefront Terms

You may be permitted to create an online, virtual ecommerce storefront (“Store”) within the QB Commerce platform offered through a unique URL.

1. Compliance

You are solely responsible for the Content (defined in the Section A Terms) you display in your Store, and your item inventory, shipment, and compliance with all applicable laws and regulations.

2. International Sales

With respect to international sales, sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items.

3. Intellectual Property Rights

Intuit respects the intellectual property rights of others and expects that you do the same. The QB Commerce platform includes a marketplace of individual third-party sellers who manage and control their own Stores. Content uploaded on the QB Commerce platform is generated by the user, who is an independent seller, and who is not an employee, agent, or representative of Intuit. Intuit Users of QB Commerce are responsible for ensuring they have all necessary rights to the Content and that they are not infringing or violating any third party's intellectual property rights by posting and/or displaying it on their Store.

4. Content Removal

Notwithstanding anything to the contrary in the Section A Terms, although Intuit has no obligation to screen materials or monitor your Store(s), Intuit may do so and may remove any Store(s) or Content, including if Intuit believes they may be (or are alleged to be) in violation of any applicable laws, regulations, the Agreement, or are otherwise objectionable or offensive in Intuit's sole discretion.

5. DMCA

If persons believe that their copyrighted work has been used in a way that constitutes copyright infringement and is accessible through QB Commerce, they may notify Intuit's Designated Agent, as set forth in the Digital Millennium Copyright Act of 1998 (DMCA). To be processed, all notices must comply with the requirements of the U.S. Copyright Act 17 U.S.C. 512(c)(3) and regulations promulgated thereunder, each as amended. Upon receiving a DMCA notice, Intuit reserves the right to remove or disable access to the claimed-infringing materials. For more information, see <https://www.intuit.com/legal/>.

6. Store Design Templates

Intuit or its licensors own all right, title and interest in and to any store design templates made available to QB Commerce users. Until the termination of the Agreement or your subscription, and as long as you comply with the Agreement, Intuit grants to you a personal, limited, non-exclusive, revocable, non-transferable right and license to use the store design templates only to the extent necessary for you to access or use QB Commerce. You agree not to enforce, against Intuit or any third party, any rights you may obtain in any modifications, improvements or derivative works created by you or on your behalf of the store design templates made available to QB Commerce users.

K. QUICKBOOKS SELF-EMPLOYED SERVICE (“QBSE”)

“QuickBooks Self-Employed Service” or “QBSE” is an online Service for the self-employed to manage and categorize their personal and business finances through an online account. If you use QBSE, the following additional terms in this Section K apply. Each QBSE account may only be used to support one self-employed individual.

Intuit may provide you with an estimate of the taxes you owe for a calendar quarter. You acknowledge that this amount is an estimate and may not be a sufficient amount. You may select to have Intuit submit your request to transmit payment of your estimated quarterly taxes electronically to the applicable federal and/or state taxing authority (the "Electronic Filing Services"). You are responsible for verifying the status, confirming that payment of your estimated taxes has been received and accepted by the applicable taxing authority, and if necessary, for filing and paying it manually in the event that the taxing authority rejects your payment (e.g., incorrect bank account number, invalid pin, duplicate payment). You agree to save a copy of your confirmation of payment that Intuit provides to you for your records. By using this system to prepare and submit your estimated taxes, you consent to the disclosure to the IRS and any other tax or revenue authority of all information pertaining to your use of the Electronic Filing Services. Intuit does not represent that the Electronic Filing Service will be available at any given time. By using the Electronic Filing Service, you acknowledge that it may not be available and able to transmit data to the taxing authority, and that Intuit is not responsible for any late payments or related penalties charged by a taxing authority.

Intuit will provide you with account-related notifications, for example, related to inaction on the account, confirmation of information, and reminders to categorize your transactions. These notifications will be sent to the primary email address associated with your account. Anyone with access to your email will be able to view the content of these notifications.

You understand and agree that any notifications provided to you through QBSE may be delayed or prevented by a variety of factors. Intuit does its best to provide timely and accurate notifications, but we neither guarantee the delivery nor the accuracy of the content of any notification. You also agree that Intuit shall not be liable for any delays, failure to deliver, or misdirected delivery of any notification; for any errors in the content of a notification; or for any actions taken or not taken by you based on reliance on a notification.

L. QUICKBOOKS ONLINE ACCOUNTANT AND PROADVISOR PROGRAM

QuickBooks Online Accountant ("QBOA") is an online solution for accountants, bookkeepers and other individuals or entities that provide accounting and other financial services to their clients. If you register for QBOA, you will be able to create and access new and existing QBO Accounts of your clients. QBOA also provides you with professional tools and access to our QuickBooks ProAdvisor Program, which is subject to separate terms and conditions, incorporated herein.

QuickBooks ProAdvisor Program

In addition to these Section B Terms, your participation in the QuickBooks Proadvisor Program will be subject to these additional terms at: <https://quickbooks.intuit.com/oicms/var/pap-terms/>.

Revenue Share Program. The QuickBooks Online Accountant Revenue Share Program (the "Revenue Share Program") allows eligible QBOA firms to enroll in the Revenue Share Program and add and manage new subscribers through "Add Client" for certain subscriptions ("Rev Share Subscriptions"). Each Revenue Share Program participant is eligible to receive revenue share on certain Rev Share Subscriptions and certain add-on services ("Rev Share Payment(s)"). Each Rev Share Subscription must be client-billed, and cannot be paid for by the QBOA firm. Rev Share Subscriptions and certain add-on services means the QuickBooks services and the associated revenue share are available at the following website, and does not include certain add-on services for which Intuit charges a fee and is not already included in the base fee for the subscription, including but not limited to, contractor fees, workers' compensation, health benefits, 401(k) plans, etc. Intuit may terminate these terms or the Revenue Share Program or modify the terms or the Revenue Share Program for any reason and at any time, at Intuit's sole discretion, without notice.

Revenue Share Enrollment. In order to enroll in the Revenue Share Program, you will be required to submit certain information, such as the following: legal name, business name, accounting firm type, EIN or SSN, address and a W9. You will also be required to set up direct deposit. Only one (1) QBOA user may enroll the QBOA firm in the Revenue Share Program. Intuit will determine whether you are accepted into the Revenue Share Program once the above information has been provided by you. Intuit reserves the right to accept or decline any firm. By enrolling in the Revenue Share Program, you agree that you (i) will conducted your business and activities in compliance with all such applicable restrictions and requirements, (ii) are not precluded from receiving revenue share, (iii) are not engaged in the provision of any services for which the receipt of a revenue share is prohibited and (iv) where applicable, will make required disclosures to your client(s) relating to your involvement in the Revenue Share Program.

Revenue Share Payment. Intuit shall make Rev Share Payment(s) to the Revenue Share Program participants for each new subscriber added through the Revenue Share Program on a monthly basis and which will be initiated on Tuesday of the second week of each month. The Rev Share Payment(s) are calculated based on the price paid to Intuit by the client on their billing date. The first month of the subscription is free. After the first month of the subscription, if the client enters in their payment details, the firm is eligible to receive Rev Share Payments for the subsequent 12 months only. All such Rev Share Payment(s) shall be made to you in U.S. dollars via direct deposit to the bank account added by you upon enrollment in the Revenue Share Program. Any such Rev Share Payment(s) shall cease on the earlier of (i) 12 months after enrollment of the new paid subscription; or (ii) upon termination, expiration, cancellation of the subscription, this Agreement, and/or the Revenue Share Program. After termination, expiration or cancellation of the subscription or enrollment in the Revenue Share Program, a final Rev Share Payment shall be made to you, unless otherwise determined by Intuit. If a user fails to pay for the subscriptions added through the Revenue Share Program, Intuit reserves the right to offset such Rev Share Payment(s) paid to you from such unpaid subscription fees against your future Rev Share Payment(s).

M. QUICKBOOKS TIME PRO

In addition to these Section B Terms, your use of QuickBooks Time Pro will be subject to these additional terms available at: <https://quickbooks.intuit.com/time-tracking/pro-terms-of-service/>

N. MERCHANT PAYMENT SERVICE

Intuit Payments Inc. (“IPI”), which is a subsidiary of Intuit, and Intuit offer payments functionality as features of the Services (the “Ancillary Payments Services”). To the extent that your use of the Ancillary Payments Services involves the transmission of funds in connection with card, ACH (electronic bank payment) and other payment processing Services described in this Part N below (collectively, “Merchant Payment Services”) such Merchant Payment Services are provided to you by IPI, a licensed money transmitter, or by a third party payment services provider, including PayPal and others. Please note that where the Merchant Payment Services are provided by IPI, under certain circumstances IPI is not required to provide such services under its money transmission licenses. In this Part N, the terms “Intuit,” “we,” “our” or “us” shall refer to IPI solely with respect to the provision of the Merchant Payment Services. If you use the Merchant Payment Services, the following additional terms in this Part N apply (the “Merchant Payment Terms”).

To the extent anything in these Merchant Payment Terms conflict with an applicable card or payment network rule (such as VISA, MasterCard, American Express, Discover, or NACHA) (collectively, the “**Rules**”), you are required to comply with these Merchant Payment Terms except to the extent such compliance would result in a breach of the Rules.

In connection with enabling you to receive payments from your customers through the Merchant Payment Services, you hereby appoint Intuit as your limited payments agent for the purpose of receiving, holding, and settling payments to you pursuant to this Agreement. You represent and warrant that each payment that you direct Intuit to process through the Merchant Payment Services is for the completed and fulfilled sale of goods or services from you to a customer. You further agree and understand that a payment received by Intuit, on your behalf, satisfies your customer’s obligation to pay you, regardless of whether Intuit actually settles such payment to you. In the event that Intuit does not make any such payment to you, you will have recourse against only Intuit and not against your customer.

When transferring funds Intuit receives from your customer to you, Intuit cannot control, and is not responsible for, any lag time between the initiation of our transfer of customer funds to you, and when your bank actually credits your account with such funds.

Eligibility for the Payment Services. The Merchant Payment Services are available only in the United States (but not the U.S. Virgin Islands, Puerto Rico, and other U.S. territories and possessions). To be eligible to use the Merchant Payment Services, you and your Principals: (i) must not be domiciled, reside, or have a principal place of business outside the United States; (ii) must not be engaged in any illegal activity or any activity reasonably likely to cause notoriety, harm, or damage to the reputation of Intuit, our sponsor banks, payment systems and card or payment networks (such as VISA, MasterCard, American Express, Discover, JCB, NACHA, Apple Pay, PayPal and Venmo); (iii) must not be listed on a VISA Terminated Merchant File, MasterCard MATCH, or any other third party or governmental prohibited merchant or individual lists; (iv) must not be included in lists maintained by the United States, or other applicable jurisdictions prohibiting transactions with and the export of US products to certain entities, people and jurisdictions to include Cuba, Iran, North Korea, Syria and the Crimea region of the Ukraine; and (iv) must comply with our [Acceptable Use Policy](#). If previously identified by VISA risk programs, you must self-disclose when the identification occurred and under what specific programs. You may only use the Merchant Payment Services for the business and purpose described by you in your Merchant Application.

Your Responsibility for the Merchant Payment Services. By using the Merchant Payment Services, you are confirming that you are either a principal or owner of your business and/or are authorized to act on the business' behalf. You agree and understand that Intuit's decision to provide the Merchant Payment Services is conditioned on both the principal or owner's personal financial stability and that of the business, and you hereby authorize us, without limiting any authorizations you provide as set forth in Section A, to conduct any necessary identity, credit, and financial status checks at any time to determine your and the business' creditworthiness and/or ability to perform the obligations hereunder. Late payments, missed payments, non-payments, and other defaults on your Merchant Account may be reflected in your business' credit report and/or your personal or individual credit report.

Verification; Credit Checks for Merchant Payment Services. You agree and authorize us, without limiting any authorizations you provide as set forth in Section A, (directly or through third parties) to make any inquiries we consider necessary to verify your or, in the case of an entity, the principals' or owners' identities, and account information, or to determine your and the business' current and ongoing creditworthiness, financial status, and/or ability to perform the obligations hereunder. This may include asking you to confirm your email address, mobile/phone numbers, or bank accounts, or by verifying your information against third-party databases (including by obtaining your individual and business credit report, personal profile, or other information from one or more third-party databases). If you are a QuickBooks merchant, you agree that we may access and use your QuickBooks account information for underwriting, identity verification, or fraud analysis purposes. Additionally, you agree that your bank and the consumer reporting agencies may release any and all individual and business credit and financial information to us. You further authorize us to disclose any information obtained from any source (including credit reports) to any governmental, administrative, or regulatory entity, our respective vendors and affiliates for fraud or verification purposes, any third party to the extent such parties provide Services to you or us, or to comply with applicable law or investigation, including, without limitation, the USA PATRIOT Act. You acknowledge and agree that we may request that you provide additional information at any time, including but not limited to: a copy of a government-issued ID (such as a passport or driver's license); your business license; taxpayer ID number; financial or bank statements; utility bills; or your personal or business tax returns. You consent to us updating your account information from time to time based on information provided by you, your bank, other payments services providers, or other reliable data sources used to evaluate the current status of the business and/or its owners.

Participating Sponsor Banks; Commercial Entity Agreements. You acknowledge and agree that these Merchant Payment Terms are between you and Intuit, not with any other third party (including, but not limited to, any card or payment network such as MasterCard, VISA, JCB, Discover, American Express, Apple Pay, PayPal, Venmo or any of our sponsor banks), however, these third parties are third-party beneficiaries of this Agreement. We may require that you enter into separate and direct agreements (a "Commercial Entity Agreement") with one or more of our sponsor banks or card networks if your processing volume exceeds certain threshold amounts (see [Commercial Entity Merchant Agreement](#)). A copy of the Commercial Entity Agreement can be found in our Legal Documents page which shall be in effect, and considered accepted by you, upon your exceeding such threshold amounts. In certain circumstances, new pricing terms, including but not limited to card processing rates and fees, may apply. You agree that our sponsor bank and all parties to a Commercial Entity Agreement may rely on the information you provided in your Merchant Application for approval and underwriting of your

Commercial Entity Agreement. Terms of the Commercial Entity Agreement will govern your use of the specific services contemplated under the Commercial Entity Agreement.

Merchant Application; Updating Your Information. You must complete a payment processing services application (“Merchant Application”) and be approved by our underwriting system prior to your use of the Services. Once approved, you will be issued a Merchant Account (see Section 10 below). You understand that our release of any payments funds to you is subject to our credit and Merchant Application approval, and your receipt of a Merchant Account. If, for any reason, your Merchant Application is denied, any payment funds held by us will be returned to your customers. You agree that the information you provided in the Merchant Application (or otherwise requested by Intuit as part of an application or investigation process) is true, accurate, and complete. You agree to update us on an ongoing basis with: a list of principals, owners, or officers for your business including their home addresses, personal and business telephone numbers, and email addresses; all “Doing Business As” (DBA) names used by you; your business address and telephone number; the URL (web address) for your business; and a complete description of goods and services provided by your business. If the scope or nature of your business, or the type of products or services you offer changes, you agree to notify us prior to such change. You are liable to us for all losses and expenses incurred by us arising out of your failure to report any changes to us. Intuit reserves the right to immediately terminate Merchant Payment Terms or suspend your access to the Merchant Payment Services in the event of a change in information you previously provided to us.

Pricing and Payment. For a list of rates and fees, see the pricing schedules made available on the Merchant Payment Services website. In the event of any conflict between the Agreement and the Pricing Schedule, the Agreement shall control. All rates and fees are in U.S. dollars and subject to change; where you may become subject to any increase in rates or fees, we will provide thirty (30) days advance notice. We may provide you notice by posting updated pricing or terms on our website or sending you email communication. Notwithstanding anything to the contrary in Section A Terms, price changes are effective on the date indicated on our notice or posted terms. By continuing to access and use the Merchant Payment Services after we have provided you any price changes, you are agreeing to such changes. All fees due in connection with the Merchant Payment Services are non-refundable, whether such fees are set-up fees, transaction fees, monthly subscription fees, or other fees. You may incur price increases should you request changes to Merchant Payment Services offerings, including, without limitation, moving Merchant Payment Services from QuickBooks Online to QuickBooks Desktop, and notwithstanding anything to the contrary in the Section A Terms, you agree to pay the increased fee starting on the date of confirmation of your Merchant Payment Services offering change. You agree to immediately pay us all fees set forth in your Merchant Application, the applicable Pricing Schedule, and/or in other provisions of these Merchant Payment Terms. You agree that you will also be responsible for any Chargebacks and any fees, fines, or penalties assessed to us or to you by any card or payment network as a consequence of your use or misuse of the Merchant Payment Services or your card processing activities. You agree that we may collect fees and other amounts owed under these Merchant Payment Terms by different means, including but not limited to: netting against the proceeds of your processing activity; debiting your Bank Account, Reserve Account, or any other account you may have at any financial institution; or exercising any other legal rights and remedies we may have under law or equity. You agree that we may collect reasonable fees (including attorney’s fees) arising out of, or related to, our efforts to collect fees or other amounts from you. If you wish to dispute payment

to, or collection by Intuit of any fee, you must provide written notice of such dispute within forty-five (45) days after you received a statement containing the fee.

Limits. We may establish processing limits and assign a maximum dollar amount per transaction and/or an aggregate maximum dollar amount per calendar month (or any other time period we designate) that you may process using the Merchant Payment Services at any time. You may request an increase in your per transaction limit or your aggregate processing volume by submitting a request to us. Any increase shall be at our sole discretion, and we reserve the right to reverse and decrease any maximum amounts previously authorized. Any increase granted by us may be conditional upon and require the establishment of a Reserve Account. You agree that your activity will remain consistent with approved processing limits. Intuit may require additional documentation if you exceed your approved processing limits and you agree to promptly provide such documentation upon request. You agree that Intuit may, in its sole discretion, elect not to process transactions over your approved aggregate processing volume or per transaction limits, and/or to suspend or terminate your Merchant Account in the event of over-limit transactions.

Settlement of Transactions. Intuit will accept all valid transactions processed by you under these Merchant Payment Terms and shall present the same to the appropriate financial institution for collection against your customer's or payor's account. Settlement of all transactions is subject to these Merchant Payment Terms and applicable Rules. Intuit may provisionally credit to you the value of a processed transaction but reserves the right to adjust amounts credited to you to reflect the value of Chargebacks, fees, penalties, the difference in currency exchange if the Chargeback amount is greater than the original sale, issuer claims, and items for which Intuit did not receive final payment for any reason. We may refuse to accept any transaction or revoke our prior acceptance or settlement of a transaction in the following circumstances: (a) the transaction resulting in a receipt that was not made in compliance with these Merchant Payment Terms; (b) a customer or payor disputes their liability for any reason, including but not limited to those Chargeback rights provided in the applicable Rules; (c) a transaction resulting in a receipt that was not directly between you and a cardholder or payor; (d) a transaction that is outside the parameters indicated on the Merchant Application or (e) any other reason for which a transaction may be charged back or otherwise reversed under the Rules. You agree to pay for any amount previously credited to you and not accepted or later revoked by Intuit.

Third Party Providers. Intuit may, from time to time, offer the services of a Third Party Provider (TPP) as part of the Merchant Payment Services. To facilitate TPP services, we may share information about you and your business (including business name, user ID, legal owner and their date of birth) with such TPPs, including without limitation, PayPal and other providers who make their own services available through the Merchant Payment Services, in order for you to receive services from them. Each TPP will use and protect your data according to their own privacy policy and Intuit will not be able to control their use of your information. If you choose to utilize the services of a TPP in connection with the Merchant Payment Services, you may be required to agree to additional terms and conditions of that TPP. Your use of such TPP's services will be governed solely by that TPP's terms and conditions and Intuit will not be liable for any claims or damages arising from your use of such TPP's services. Intuit does not recommend or endorse any TPP, or any other third parties, even if such third party is using our API's (Application Programming Interface) to access your information or deliver you services. Additionally, you acknowledge that a TPP's operations, service performance, or restrictions may

impact the Merchant Payment Services and Intuit will not be liable for such impacts when you use such TPP's services.

Bank Account. You will need to establish and maintain a debit-enabled account (“Bank Account”) at a U.S. depository financial institution to facilitate payment of fees to Intuit and the transfer of amounts due to you from your Merchant Account. You irrevocably authorize Intuit and our sponsor banks to immediately debit your Bank Account for any and all fraudulent transactions, any negative balance in your Merchant Account, for current and past due fees, payment equipment rentals/purchases, fines, penalties, or any amounts you owe us under these Merchant Payment Terms. You agree that Intuit shall not incur any liability for any loss, costs, or fees incurred by you that are the result of such debits by us. We may take reasonable steps to verify your Bank Account information, for example, by requiring you to provide us a cancelled check or by debiting and crediting micro-deposits into your Bank Account, including on a recurring basis. You agree that you will not change your Bank Account without our prior consent, which will not be unreasonably withheld. If you do not obtain such prior consent, Intuit may immediately terminate these Merchant Payment Terms.

Your Merchant Account. Following approval of your Merchant Application, you must open a merchant service account with us (“Merchant Account”) to use the Merchant Payment Services. The proceeds from your card and other payment transactions processed using the Merchant Payment Services (“Settlement Funds”) will be recorded in your Merchant Account and we will transfer funds to your Bank Account. Settlement Funds do not constitute a deposit you have with us, will bear no interest, and are not eligible for insurance with the Federal Deposit Insurance Corporation (“FDIC”).

Intuit Security Interest. These Merchant Payment Terms will constitute a security agreement under the California Commercial Code (and, to the extent applicable, the Commercial Code or laws of any other jurisdiction). If you owe a debt to us, either now or in the future, you grant a security interest in all of your various accounts (standing in the name of Merchant alone or in a joint account, including any affiliated companies of Merchant, whether established or maintained pursuant to these Merchant Payment Terms or not) to us to secure any such debt. You agree that we may use funds in any of your accounts to pay all or part of any debt you owe to us. You irrevocably consent to Intuit using any means available to locate any such accounts until such time as all amounts due have been paid. You grant to us a security interest in and lien upon: (a) all funds representing amounts owing to you at any time under these Merchant Payment Terms or any other agreement between you and Intuit from your Merchant Account, regardless of the source of such funds; (b) all funds at any time in the Reserve Account, regardless of the source of such funds; (c) present and future card or other payment transactions and associated receivables; (d) all funds at any time in your Bank Account, regardless of the source of such funds; (e) your electronic terminal, printer, imprinter and imprinter plate; and (f) any amounts that may be due to you, or that may become due to you, under these Merchant Payment Terms or any other agreement between you and Intuit, including, without limitation all rights to receive any payments or credits under these Merchant Payment Terms (collectively (a) – (f), the “Secured Assets”). Upon our request, you agree to provide additional security interests and liens to us to secure your obligations under these Merchant Payment Terms. These security interests and liens will secure all of your obligations under these Merchant Payment Terms and any other agreements now existing or later entered into between you and us, including but not limited to, your obligation to pay any amounts due and owing to us. We may exercise and enforce these security interests and liens without notice or demand of any kind to you, including

but not limited to, by making immediate withdrawals from, or freezing of, your Secured Assets. Upon our request, you agree to execute one or more financing statements or other documents to evidence our security interests and liens, and agree that we may file or record any such financing statements or related documents. You represent and warrant that no other person or entity has any security interest in any of the Secured Assets. With respect to our security interests and liens, we will have all rights afforded under the California Commercial Code and, to the extent applicable, the Commercial Code or laws of any other jurisdiction, or in equity. You must obtain written consent from us prior to granting a security interest of any kind in any of the Secured Assets to any third party. You authorize and appoint us as your attorney-in-fact to sign your name to any financing statements used in connection with any security interests and liens granted hereunder.

Reserve Account. Upon our request and for the purpose of providing a source of funds to pay us for amounts you owe, you agree that we may place in an account maintained and solely controlled by us, initially or at any time in the future, sums sufficient to satisfy your current and/or future obligations (“Reserve Account”). You agree to fund the Reserve Account in an amount that we deem necessary in immediately-available funds, otherwise we may fund the Reserve Account using any amounts that we receive in settlement of transactions processed through the Merchant Payment Services or otherwise. You agree that we shall have the right to hold funds in such Reserve Account as long as we deem necessary. We may, at any time, require that the amount on deposit in the Reserve Account be increased, and we shall have sole discretion as to the amount needed in the Reserve Account. Your obligation to maintain a Reserve Account shall survive termination of this Agreement for a minimum period of two hundred and seventy (270) days or longer after the termination date or after the date of your last transaction, depending on your product and business practices. After such time, any balance that remains in the Reserve Account will be returned to you unless the funds are subject to an investigation related to potential fraudulent transactions, or if such funds are subject to Commercial Code lien demands, tax levies, enforcement of judgment proceedings, restraining notices, or other legal process or demands made or known to us. Unless expressly agreed in writing, the Reserve Account will not bear interest. Intuit shall have the right to debit funds in the Merchant Account, Bank Account, or any other deposit account maintained by the Merchant to establish, increase, or maintain funds in the Reserve Account. We may deposit into the Reserve Account funds we otherwise would be obligated to pay you, for the purpose of establishing, increasing, or maintaining the Reserve Account in accordance with this section, if we determine such action is reasonably necessary to protect our interests. You understand and agree that if you are required to establish a Reserve Account, you have an obligation under this Agreement to maintain at all times a balance in the Reserve Account sufficient to protect us against any actual or potential losses resulting from any payment transactions initiated by you, from any claims asserted against you, your Merchant Account, or your Reserve Account, and from any claims asserted against us based on your conduct related to this Agreement. We may, without notice to you, apply funds deposited in your Reserve Account against or debit your Reserve Account any outstanding amounts you owe to us under this Agreement or under any other agreement between you and us, as set forth in this section.

Intuit Right of Recoupment and Set-off. Intuit shall have the right of recoupment and set-off under this Agreement. This means that we may offset any outstanding or uncollected amounts owed to us from: (a) any amounts owed to you that we otherwise would be obligated to deposit into your Merchant Account; (b) any other amounts we may owe you under this Agreement or any other agreement; (c) the Bank Account which you may have associated with your Merchant

Account; and (d) the Reserve Account. You acknowledge that in the event of a bankruptcy proceeding, in order for you and/or your bankruptcy estate to provide adequate protection under Bankruptcy Code Sections 362, 363, and 364, or otherwise to us, you must create, maintain, or increase the amounts in a Reserve Account as required by us, and we will have the right to offset and recoup against the Reserve Account for any and all obligations which you may owe to us, without regard to whether the obligations relate to payment transactions initiated or created before or after the filing of the bankruptcy petition, to the fullest extent permitted by law.

Billing Errors; Your Right to Request Investigation. If you suspect an error in your payment transaction statement or history, you must notify us in writing. You must include in your written request for investigation: (a) your name; (b) business name; (c) Bank Account number; (d) the dollar amount of the asserted error; (e) a description of the asserted error; and (f) an explanation of why you believe an error exists and the cause of it, if known. Intuit must receive your written notice within forty-five (45) days after you received a statement containing the asserted error. If you fail to notify us within forty-five (45) days, you will be deemed to have accepted the fees and charges as set forth in the applicable statement and we will have no obligation to investigate the error or refund any such amounts to you. We will advise you of the results of our investigation if we conduct one, and if we have made an error, we will correct it promptly. If we determine that there was no error, we will send you an explanation of the determination. You may ask for copies of the documents that we used in our investigation.

Chargebacks. Customers may dispute transactions, which may lead to a payment transaction being reversed or returned, otherwise known as a “Chargeback.” Intuit does not decide what transactions are charged back and Intuit does not determine the ultimate resolution of a Chargeback. Your customers may be able to successfully charge back a transaction even though you have provided your goods or services to the customer. You are responsible for all Chargebacks and will be liable to us for the total amount of any sale for which a customer disputes the validity of the sale, plus any applicable Chargeback fees imposed by us or a third party, including VISA and MasterCard chargeback arbitration fees. You authorize us to offset from incoming transactions and to debit your Merchant Account, Bank Account, and/or the Reserve Account to recover any Chargebacks plus any applicable Chargeback fees imposed by us or a third party, including VISA and MasterCard chargeback arbitration fees. You agree to fully cooperate with us in complying with the Rules (defined below) regarding Chargebacks, including any request for documentation. We may suspend the Payment Services and stop releasing funds until you reimburse us for all unpaid Chargebacks. You must not re-enter or reprocess any payment transaction that has been charged back.

Excessive Chargebacks. Excessive Chargebacks are a breach of this Agreement and cause for immediate termination of the Merchant Payment Services. “Excessive Chargebacks” means chargebacks during any monthly period and for any one of your terminal identification numbers or merchant identification numbers, including: (a) Chargebacks and/or retrieval requests in excess of 1% of the average monthly dollar amount of transactions; (b) ACH unauthorized returns in excess of 0.5% or returns in excess of 3% of the average monthly dollar amount of transactions; or (c) processing an average transaction above the processing limits or amount approved by us. Excessive Chargebacks include fees that might be imposed by our sponsor banks and card or payment network. You authorize us, upon the occurrence of Excessive Chargebacks, to take additional actions we may deem necessary, including, but not limited to, suspension of Merchant Payment Services or creation or maintenance of a Reserve Account in accordance with this Agreement. You acknowledge and agree that Intuit may be required to

report your name to law enforcement and any other third party including but not limited to the card or payment networks, such as for inclusion into VISA Terminated Merchant File, MasterCard MATCH, or any other prohibited merchant list in the event of fraud, counterfeit, unauthorized transactions, highly suspect activity, Chargebacks, Excessive Chargebacks, or if we terminate your access to Merchant Payment Services. You agree to such reporting and waive any claims against Intuit as a result of such reporting.

Unusual Activity; Holds; Risk Reviews. If we believe there is unusual activity on your Merchant Account, we may, in our sole discretion, temporarily suspend your access to Merchant Payment Services, move your Settlement Funds into a Reserve Account, place holds on your Settlement Funds that delay or suspend disbursement, and/or terminate Merchant Payment Services. Unusual activity includes, but is not limited to: (a) changes in your average transaction amount or processing pattern; (b) monthly percentage of different transaction types; or (c) Excessive Chargebacks. We may, in our sole discretion, place holds on your transactions or Merchant Account to otherwise protect against potential risk or fraud. Reasons for holds are proprietary to Intuit and may be based on multiple factors, including, but not limited to: (i) no or limited payments processing history with Intuit; (ii) past performance or standing of your Merchant Account, including return or dispute rates; or (iii) sales of higher risk goods or services. You understand and agree that our evaluation of risk may result in your ineligibility for certain Merchant Payment Services, such as those enabling faster funding than standard deposit timing. We will notify you in the event that you do not qualify for these Merchant Payment Services and/or if you later become eligible. Intuit also reserves the right, in its sole discretion, to review and either clear or cancel each transaction. If a transaction is cleared after review, we will provide notice to you. Otherwise, we will cancel the transaction and Settlement Funds may be returned. Intuit will have no liability for any losses, either direct or indirect, which you may attribute to any hold, review, or other delay or suspension of funds disbursement. If we hold or review a transaction, you acknowledge that your customer's product or service must be delivered just as if you have been paid. Further, if a transaction is subject to a hold or review, you acknowledge that fees associated with the transaction will be charged.

Acceptable Use Policy; Other Intuit Policies. The [Acceptable Use Policy](#) and any updates thereto apply to your use of the Merchant Payment Services. The [Acceptable Use Policy](#) restricts use of the Merchant Payment Services in connection with certain types of prohibited merchants, activities and business types, and transactions. If you are engaged in any of the prohibited merchant categories, activities and business types, or transactions described in our [Acceptable Use Policy](#), you are not eligible (or may become ineligible) to use the Merchant Payment Services. From time to time, Intuit may publish additional guidelines, policies, and rules (collectively "Intuit Policies") governing your use of the Merchant Payment Services. To the extent Intuit Policies apply to you, you agree to use the Merchant Payment Services in a manner consistent with such policies and to provide any information we deem necessary to verify your compliance with such Intuit Policies.

Compliance with Law, Card Network, and NACHA Rules. In connection with your use of Merchant Payment Services, or in the course of your interaction with your customers or us, you agree to comply with all laws and regulations applicable to you, your business, and the Merchant Payment Services. You further agree to use Merchant Payment Services in a manner that is consistent with all applicable laws, including laws pertaining to privacy and data protection, as well as rules and operating regulations issued from time to time by: credit card and payment networks (i.e. VISA, MasterCard, American Express, JCB, Discover, Apple Pay,

PayPal, Venmo, etc.); the Payment Card Industry, including but not limited to the Payment Card Industry Data Security Standards (“PCI DSS”) and Payment Application Data Security Standard (“PA-DSS”) (collectively, “Rules”). The Rules are made available at the following page: <https://quickbooks.intuit.com/payments/legal/>; however your obligation to comply with the Rules apply regardless of whether we have posted such Rules on our website or otherwise made them available to you. The current versions of the Rules may be viewed on the Legal Documents page. In requesting an ACH or card transaction, you agree to take all measures, actions and steps in order to ensure that no transactions or interactions with any persons (natural or entities) included in lists maintained by the United States or other applicable jurisdictions prohibiting transactions with and the export of US products to certain entities, people and jurisdictions to include Cuba, Iran, North Korea, Syria and the Crimea region of the Ukraine. Specific to NACHA Rules, you agree to obtain customer consent to debit or credit their bank account and initiate a transaction over the ACH network. Such consent must be in a form and manner that complies with NACHA Rules and the documentation for ACH transactions.

Prohibited Processing Practices. The following payment processing practices are prohibited under these Merchant Payment Terms:

- You may not split transactions on multiple cards or other payment transactions except where: (a) partial payment is entered on a transaction record and the balance of the transaction amount is paid in cash or by check at the time of transaction; or (b) the amount represents a prepayment in a card transaction completed in accordance with these Merchant Payment Terms and any applicable Rules.
- You may not separate goods and services purchased in a single transaction at one time on different transactions or payment receipts, except: (a) for purchases in separate departments of a multiple department store; (b) for installment payments; or (c) for delayed or amended charges governed by Rules for travel and entertainment merchants and transactions.
- You may not use the Merchant Payment Services to accept amounts representing the refinancing of an existing uncollectible obligation, debt, or dishonored check of a customer.
- You may not present for processing or credit, directly or indirectly, any transaction not originated as a result of a payment transaction directly between you and a payor.
- You may not present for processing or credit any transaction you know, or should know, to be fraudulent or not authorized by a cardholder, payor, or customer.
- You may not receive any cash payments from a customer for charges included in any card processing transaction resulting from the use of a credit or debit card.
- You may not receive any payment from a payor or customer to prepare and present a transaction for the purpose of affecting a deposit to that customer or payor’s account.
- You may not deposit any transaction for the purpose of obtaining or providing a cash advance either on a card or other payment instrument owned by you or any other party. You agree that any such deposit or any use of these Merchant Payment Services to process your own cards shall result in immediate termination of your ability to use the Merchant Payment Services.
- You may not deposit duplicate transactions and will be solely responsible for the full amount of any duplicate transactions.
- You may not accept or deposit any fraudulent transaction and may not present for processing or credit, directly or indirectly, a transaction which originated with any other merchant or any other source. If you deposit any such transactions, we may hold funds and/or demand a Reserve Account.
- You may not disburse funds in the form of traveler’s checks, if the purpose is to allow the payor or customer to make a cash purchase of goods or services rendered back to the issuer.
- You may not add any tax or surcharge to transactions, unless applicable law expressly allows or requires you to impose such tax or surcharge. If any tax or surcharge amount is allowed or required, such amount must be included in the transaction amount and shall not be collected separately.

Web, Phone, and Mail-Based Processing and Recurring Payments; Lodging and Vehicle Rental Transactions. If you accept payment by web (“IO”), phone (“TO”), mail (“MO”), or pre-authorized (“PO”) order, a transaction receipt may be completed without the cardholder’s or payor’s signature or an imprint, but in such case, you agree to create a receipt containing the card number, expiration date, transaction date, an authorization number, the sale amount, and the letters “IO,” “TO,” “MO,” or “PO” as appropriate. Your name and the city and state of your business must also be included. Receiving an electronic authorization shall not relieve you of liability for Chargebacks on any transaction for which you did not obtain an imprint and the cardholder’s signature. You agree to use reasonable procedures to mitigate payment card and identity fraud and agree that Intuit shall have no responsibility to independently validate the legitimacy of any card or any cardholder’s identity. If a product is being shipped, your customer must be given the shipping date of the product once the sale is processed. If you prohibit refunds in certain circumstances, you may still receive a Chargeback fee relating to such sales pursuant to applicable Rules. You agree not to accept credit card sales via email. For any recurring transactions, you must comply with the Rules and all applicable state and federal laws, rules and obligations regulating such recurring transactions, including by obtaining a request either written or in another form, from a customer for such goods and services to be charged to the customer’s account, and such request must specify the transaction amounts to be charged to the cardholder’s account, the frequency of the recurring charge, the duration of time during which such charges may be made, and how such charges may be cancelled. You agree to obtain sufficient authorization from your customers under the applicable rules of any card or payment network, including all applicable privacy and data protection laws and NACHA Rules, before storing their payment instrument or account details. You agree not to complete any recurring transaction after receiving a cancellation notice from the cardholder, Intuit, or in response to an electronic authorization request, which indicates that the card will not be honored. You agree to include “Recurring Transaction” on the signature line of the receipt. You agree to provide a copy of the written request to a cardholder’s issuing bank upon request and must retain a copy of written request for one (1) year after the agreement between you and the payor is terminated. For multi-year agreements, you shall renew the written request with the cardholder annually during the 12th month of the current agreement. For lodging or vehicle rental transactions, you must estimate and obtain an electronic authorization for the amount of the transaction based upon the cardholder’s intended length of stay or rental. Additional electronic authorization must be obtained and recorded for charges actually incurred in excess of the estimated amount.

Prepayments. You agree that a transaction shall be presented to us for processing prior to delivery of goods or services, only where, at the time of the transaction, the cardholder agrees in accordance with the Rules and applicable laws. Where customized, special order customers must agree to a properly disclosed delayed delivery terms for the goods or services. You agree that when authorization for delayed presentment is provided, the word “Prepayment” or something substantially similar must be disclosed to the cardholder. Additionally, you agree to provide and obtain consent to all of the following in writing at the time of the first, or only, partial prepayment, or at the time of full prepayment:

- Description of promised merchandise or services;
- Terms of service;
- Timing of delivery to cardholder;
- Transaction amount;
- Full cancellation and refund policy including date and time that any cancellation privileges expire (partial) or refund (full prepayment) without prepayment forfeiture;
- Total purchase price; and

- Any other charges (e.g., taxes).
- Furthermore, the transaction receipt must include all required receipt elements plus the following prepayment content:
 - Prepayment amount;
 - For cancellations, the cancellation confirmation;
 - For partial payments, the word “Deposit” or “Partial Payment”;
 - For balance payments, the word “Balance”; and
 - For full prepayment, the word “Prepayment” and the scheduled start date or delivery date of merchandise or services.

Use of Card Network Trademarks and Other Payment Program Marks. You must prominently display the promotional materials provided by us at your place(s) of business. Use of promotional materials and use of any trade name, trademark, service mark, or logo type (“Marks”) associated with various card or payment networks shall be limited to informing the public and your customers that certain card types are accepted at your place(s) of business. You may use promotional materials and Marks pursuant to these Merchant Payment Terms in connection with your use of the Merchant Payment Services but shall immediately cease their use and return any inventory to us upon termination of your use of the Merchant Payment Services. You agree not to use any promotional materials or Marks in any way that implies that a card or payment network or Intuit endorses any goods or services that your business provides to customers or payors. Your use of VISA, MasterCard, American Express, Discover, Diner’s, Apple Pay, PayPal, Venmo or any other Marks of credit, debit card or payment networks will fully comply with their applicable Rules.

Accepting Credit and Debit Cards; Minimum Credit or Debit Transaction Amount. You agree to accept all valid credit and debit card types and brands properly presented by a payor or cardholder for payment for goods or services without discrimination. When accepting a credit or debit card, you agree to: (a) determine whether the card is valid; (b) obtain an electronic approval or authorization before completing a sale, or obtain an imprint of the card (including cardholder’s signature) unless a receipt is electronically generated from a swiped transaction or is the result of a web, phone, mail, or preauthorized order; (c) have reasonable practices in place to verify the cardholder’s or payor’s identity; (d) deliver a copy of the customer receipt to the cardholder or payor at the time of delivery of the goods or performance of the services or point of sale; and (e) be able to reproduce without alteration a legible receipt containing the cardholder’s name, account number (in truncated form), expiration date, and your business name and location. You may establish a minimum transaction amount for accepting credit card transactions so long as such amount does not exceed U.S. \$10.00, or other amount required or permitted by law, and such minimum transaction size requirement does not discriminate between card networks. You may not require a minimum transaction amount for debit card transactions. You may offer discounts or in-kind incentives for payment by the use of cash, checks, debit cards, or credit cards, provided that the terms of the discount or in-kind incentives do not differentiate on the basis of the issuer of the card or payment network. You shall not accept a card as payment (other than for a mail order, telephone order, or preauthorized sale to the extent permitted under these Merchant Payment Terms) if the cardholder seeking to use the card does not present the card to permit you to examine it and obtain an imprint or otherwise use the physical card to complete the transaction.

Your Return Policy; Adjustments, Credit Vouchers. You agree to post your exchange or return policy in accordance with applicable Rules. If any of the following are applicable when merchandise is returned, you must disclose it to your customers before a payment transaction is

processed: (a) no refund, or less than a full refund, will be given; (b) returned merchandise will only be exchanged for similar merchandise of comparable value; (c) only a credit toward purchases will be given; or (iv) special conditions or circumstances apply to the sale (e.g., late delivery, charges, or other noncredit terms). Disclosures must be made on all receipt copies in letters approximately 1/4" high in close proximity to the space provided for the customer's or payor's signature on the sales or transaction receipt, and issued at the time of sale. If you do not make these disclosures, a full refund in the form of a credit to the customer's or payor's account must be given. You agree not to refund cash to a customer or payor who paid for the item by card. You must provide a credit to the same card on which the original transaction was processed. If you accept any goods for return or terminate or cancel any services, in conjunction with each such transaction, you agree to have sufficient funds in your Merchant, Reserve, or Bank Accounts to which we have access to cover the amount of the transaction and any related fees.

Proper Electronic and Customer Authorization; Customer Receipts. You must obtain electronic authorization for all credit and debit card transactions. If you cannot, for any reason, obtain an electronic authorization, you must request a voice authorization from a designated authorization center, and legibly print the authorization number on the customer receipt and on your copy of the receipt. You may not attempt to obtain an electronic authorization on an expired credit or debit card. All transactions using an expired or otherwise invalid card may not be processed and the transaction will be deemed invalid. You agree to use reasonable efforts to retain or recover a card when receiving instructions upon making a request for an electronic authorization to retain a customer's card. In carrying out such obligation, you agree not to breach the peace or cause any injury to any cardholder, person, or property. You must also obtain a customer's or payor's authorization via methods acceptable to us and in accordance with the Rules prior to completing any card or payment transaction. You must follow any instructions received during the authorization process. Upon receipt of authorization, you may consummate only the transaction authorized. Where authorization is obtained, you will be deemed to have warranted the true identity of the customer as the cardholder, check writer, or payor. Transactions will be deemed invalid on cards that are expired whether or not an authorization has been obtained. Authorizations are not a guarantee of acceptance or payment of a transaction and do not waive any provision of this Agreement or otherwise validate a fraudulent transaction or a transaction involving the use of an expired card or other payment instrument. We may refuse to authorize any transaction, and we are not liable to you if authorization for a transaction is not given. You will not have any claim against, or right to receive payment from a cardholder, payor, or customer in any payment transaction if we refuse to authorize the transaction for any reason. You further agree to deliver to a customer, cardholder, or payor at the time of the transaction a complete and legible receipt from a payment transaction or refund. You must retain the merchant copy of the receipt in accordance with the applicable Rules and information security and confidentiality requirements for at least three (3) years following the date of completion of a card or other payment transaction (or a longer period if the Rules require).

Records; Requests for Copies. You must retain a copy of all customer receipts and return/credit receipts for at least three (3) years after the date of a payment transaction. Within three (3) business days of your receipt of any written or verbal request by our sponsor bank, our card or payment network, or us, you agree to provide a copy of any requested transaction receipt. Your failure to deliver the requested documentation in the required timeframe may

result in the transaction in question being charged back or us refusing to process said transaction.

Policy Violations; Action Upon Termination for Cause. If Intuit incurs any damages because you violate our policies, this Agreement or any other applicable terms or agreement between you and Intuit, the Rules, any applicable laws, or otherwise cause Intuit to incur any expenses, we may terminate this Agreement and: (a) hold your funds up to two hundred and seventy (270) days and (b) take legal action against you to recover additional losses, investigation costs, fines, or legal fees we may incur. You acknowledge and agree that a fine of U.S. \$2,500.00 (“Set Damages”) for violations of our Agreement is presently a reasonable minimum estimate of Intuit’s damages. This Set Damages amount is only applicable where Intuit is not fined or charged a penalty or fine by a third party for your violations; where Intuit is fined or charged a penalty or fine by a third party, Intuit may pass on those fines or penalties to you. Intuit may deduct the Set Damages and any fines, penalties, and fees directly from any existing balance in your Merchant Account, Bank Account, or Reserve Account.

Data Security (PCI Compliance); Payor/Cardholder Personal Information. The card networks (such as VISA and MasterCard) and the payment networks (such as the National Automated Clearing House Association or “NACHA”) have similar standards for protecting sensitive payment information and cardholder or payor data. For example, the Payment Cards Industry Data Security Standards (“PCI DSS”) define the requirements that all entities that store, process, or transmit payment card data must comply with. You must ensure you have data security policies and processes in place to protect cardholder and payor payment and personal data in compliance with PCI DSS and NACHA security requirements. You must keep all systems and media containing account, customer, or transaction information (physical or electronic, including but not limited to account numbers and card imprints) in a secure manner to prevent access by or disclosure to anyone other than your authorized personnel. You must destroy in a manner that will render the data unreadable all personal data subject to NACHA or PCI DSS standards and such media that you no longer deem necessary or appropriate to store (except for receipts maintained in accordance with this Agreement, laws, Rules, and policies). Further, you must take all steps reasonably necessary to ensure cardholder or payor payment information is not disclosed or otherwise misused. You may not require a cardholder to complete a postcard or similar document that includes the cardholder’s account number, card expiration date, signature, or any other cardholder account data in plain view when mailed. You may not retain or store magnetic stripe or CVV2, CVC2, or CID data after authorization. You agree that in the event of a breach, unauthorized access or compromise of payor or cardholder data, you will immediately notify us and provide us with detailed information relating to the breach or compromise. You may not request or use a cardholder or payor account number for any purpose other than as payment for good or services rendered. You may not require cardholders to provide any personal information as a condition of honoring a card unless such information is required for delivery of the goods or services, or you have reason to believe that the person presenting a card may not be the actual cardholder. You agree that any service providers you may use for accessing, storing, transmitting, and processing cardholder data on behalf of Intuit, or any service provider you may use that controls or could impact the security of cardholder data, must be registered as authorized agents and Intuit must be notified of them. Furthermore, all agents must acknowledge compliance with PCI DSS.

Additionally, if you receive a user identification name or password from us to access our database or use the Merchant Payment Services (the “Account Access Password”), you will: (a)

keep the Account Access Password confidential; (b) not allow any other entity or person to use the Account Access Password or gain access to our database; (c) be liable for all action taken by any user of the Account Access Password and indemnify Intuit for all claims brought by a third party against Intuit with regard to use of the Account Access Password; and (d) promptly notify us if you believe the Account Access Password has been used inappropriately, or the confidentiality of the information made available through such use has been compromised.

You agree that any loss incurred as a result of any party gaining access to your Bank Account or our website using information which that party was not authorized to obtain or using such information in a manner not permitted by this Agreement (including but not limited to improper or unauthorized use of the Account Access Password) shall be your responsibility.

Your Insolvency; Bankruptcy. You must immediately notify us of your insolvency or of any bankruptcy, receivership, assignment for the benefit of creditors, or similar action or proceeding initiated by or against you, whether or not such action or proceeding is under court supervision. Unless prohibited by applicable law, we have the right to terminate this Agreement upon the commencement of any such of these actions or proceedings, or upon your insolvency. You will include us on the list and matrix of creditors as filed with the Bankruptcy Court or as filed or submitted in any other insolvency-related action or proceeding, whether or not a claim by us may exist at the time of filing or commencement of such proceeding; failure to do so will also be cause for immediate termination of this Agreement or for any other action available to us under this Agreement, under applicable Rules, or under applicable law. You acknowledge that this Agreement constitutes an executory contract to make a loan, or extend other debt financing or financial accommodations to or for the benefit of you, and, as such, cannot be assumed or assigned in the event of your bankruptcy or any other insolvency-related proceeding or otherwise, without our expressed written consent.

Taxes. You are responsible for all taxes and other charges imposed by any governmental authority in connection with your use of the Merchant Payment Services. You are solely responsible for determining any and all taxes assessed or required to be collected, and/or paid by you in connection with your use of our Merchant Payment Services. Intuit may be required by law to report certain transactions that meet certain Internal Revenue Service (“IRS”) requirements.

Merchant Service Center (“MSC”); Your Consent to Electronic Communication. Upon approval of your Merchant Application, we will provide you a user ID and password and you will be able to access our customer service portal, also known as the MSC. We will communicate with you mainly through the MSC or via email. As part of the Merchant Payment Services, or as required by law, Intuit may send communications to you that pertain to the Merchant Payment Services. You agree that Intuit and others who may administer such Merchant Payment Services (as applicable) may send communications to you via the MSC, SMS/text, and email, and/or may make communications available to you by posting them at one or more of our websites. If you decide that you do not want to receive future communications electronically, you may indicate such in the product, or write to us at Intuit Payment Solutions, 21650 Oxnard St., Suite 2200, Woodland Hills, CA 91367, Attn: Customer Care Director or by contacting customer care. If you do not provide your consent to receive electronic communications, other than tax statements, Intuit reserves the right to discontinue the Merchant Payment Services or close your account. You may withdraw your consent to receive tax statements electronically, including IRS Form 1099-K, at any time by contacting us as described

above. In such case we will send your Form 1099-Ks to you by U.S. mail. If you have consented to receive electronic communications but also wish to receive paper copies of any communication (except communications relating to Chargebacks), you may request such copies, which will be sent via U.S. mail.

Intuit's Use of Your Information. You agree that Intuit may maintain and use your information in accordance with the Intuit Privacy Statement posted at [Global Privacy Statement](#). Intuit, at its sole discretion, may report information about you and your account to credit reporting agencies, fraud monitoring services, and other third-party vendors to the extent necessary to provide the Merchant Payment Services or to manage our risk. Intuit, at our sole discretion, may share your information with law enforcement, government agencies, attorneys, credit bureaus, fraud detection and monitoring services, or card or payment networks if we suspect fraud or unusual activity, for any debt collection purpose, or as otherwise specified in this Agreement. Intuit may provide merchants with optional recommendations or tips intended to help optimize their businesses, which may be based on transaction history and performance. You agree that Intuit may use your transaction history and performance data in an aggregated form for this purpose. For merchants processing American Express, you agree that we may provide American Express with your information for marketing purposes. As described above, you agree that we may also share your information with Third Party Providers to make their services available to you.

Unclaimed Property; Compliance; Inactive Accounts. Any funds in your Merchant Account that we are unable to clear and/or settle to you for any reason, including your abandonment of your account or your failure to remedy any deficiencies in the information we are required to collect for anti-money laundering purposes, for (a) the applicable time period as mandated or allowed by applicable law, or (b) twenty-four (24) months, whichever is less, may be remitted to your state of residency or otherwise in accordance with applicable unclaimed property laws. We may also unwind transactions or direct funds to specially designated accounts pursuant to anti-money laundering, sanctions or other compliance requirements. At our sole discretion, we may suspend your access to the Merchant Payment Services in the event your Merchant Account has been inactive for six (6) months.

Your Representation and Warranties. Without limiting any other warranties under these Section B Terms, you represent and warrant that: (a) all transactions submitted by you are bona fide transactions and in compliance with the Rules, these Merchant Payment Terms, and applicable law; (b) you will fulfill all your obligations to your customers and will resolve any customer disputes or complaints directly; and (c) you will not use the Merchant Payment Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Merchant Payment Services. You agree (i) to comply with all applicable procedures related to accepting credit or debit cards, and (ii) the card payment transaction itself shall not involve any element of credit for any other purposes other than as set forth in these Merchant Payment Terms, and shall not be subject to any defense, dispute, offset or counter claim which may be raised by any payor or cardholder under any applicable laws or Rules. You agree that any reversal of a transaction initiated by you represents a bona fide refund or adjustment on a payment transaction.

Additional terms for Supplemental Payment Processing Services. If you use the following third party payment processors, you agree to comply with the following terms, as applicable:

American Express Card Processing

Processing of American Express Transactions: Depending on the specific American Express program (PSP, One Point, or ESA) through which you process American Express cards, Intuit or American Express may be responsible for providing processing, settlement, and billing of your American Express transactions. Under the PSP and One Point programs, processing, settlement, and billing activities will be Intuit's sole responsibility unless you have entered into a Commercial Entity Agreement directly with American Express. Under the ESA program, processing, settlement, and billing activities will be American Express' sole responsibility. You agree that at any time, now or in the future, we may convert merchants processing under the ESA program to any American Express program wherein Intuit manages and retains control of all processing, settlement, and billing functions for all American Express card transactions you process.

American Express's Use of Your Personal Information: You acknowledge and agree that American Express (including its affiliates, agents, subcontractors, and employees) may use your information to perform their obligations under this Agreement, to promote or market their brand and/or services, to perform analytics and create reports, to screen and/or monitor your transactions for marketing, for compliance and administrative purposes, or for any other lawful business purpose. You may opt out of certain marketing communications at any time through the privacy link in the MSC.

American Express's Independent Right to Termination. You acknowledge and agree that in addition to Intuit, American Express retains a right, in their sole discretion, to terminate your right to accept and process American Express cards under these Merchant Payment Terms if you are found in violation of their Rules.

Compliance with *American Express Merchant Operating Guide*. Merchant agrees to abide the [American Express Merchant Operating Guide](#) applicable to the Merchant's region, including the limitation of liability set forth therein, which such guide is incorporated by reference into these Merchant Payment Terms.

American Express' Right to Enforce these Merchant Payment Terms. You acknowledge and agree that American Express is a third party beneficiary with the right, but not the obligation, to enforce the terms of these Merchant Payment Terms against you, solely with respect to American Express transactions.

Pin/Pinless Debit Card Processing

- **Network.** We reserve the right to determine which network we use to process all your transactions. Depending on the network that we select, any rewards, points, or benefits you would receive associated with a particular card or network may vary. We are not responsible for providing you or your customers with any rewards, points, or benefits from any transaction.
- **Your Obligations for PIN Debit.** Unless otherwise authorized by Intuit, you agree to use Intuit system compatible terminals, PIN pads, or systems capable of processing all ACH debit card transactions, as well as online debit card transactions. You are solely responsible for all paper copies of debit card transactions in accordance with the applicable Rules. Within one (1) business day of the transaction date, you agree to balance each location to the system for each business day that such location is open. You agree you are solely responsible for all telephone costs, if any, which may be incurred by you for the debit card services, as well as expenses related to installation of and training in the use of terminals. You agree that you are responsible for entering data correctly. If an entry is made incorrectly, we will use reasonable efforts to assist you in correcting the entry, but cannot guarantee it will be corrected.

- **PIN Security.** You are prohibited from requesting PIN numbers verbally or in writing as a condition of a sale. You may not document or retain PIN numbers. You agree to position POS terminals so that PIN entries cannot be reasonably viewed by third parties. You may use PIN entry shielding devices. You are prohibited from using security cameras to view the PIN pad. The operational placement and use of the Tamper Resistant Security Module (“TRSM”) must be within its intended physical and logical environment. POS terminals designed for indoor use are not suitable for outdoor use. The modification of TRSMs from their original manufactured specifications must be restrained.

Electronic Check Services/Check Processing

- **Service Description.** You may use the Electronic Check Services to automate the processing of original paper checks you receive from your customers (i.e. payors) for payment of goods or services sold or provided by you. Intuit will submit such checks or electronic images thereof (each an “Item”) to a check clearing system and will deliver the collected funds to your Bank Account.
- **Establishing Service.** You are responsible for obtaining the necessary hardware and software needed to use our Electronic Check Services, and agree to use only such hardware and software approved by Intuit. We will provide you with certain software you will need to process checks using our Electronic Check Services. If you request software for equipment not provided by us, we at our sole discretion, may elect to fulfill such request. You agree that we are not responsible for any damages incurred by you or any third party as a result of any failure of electronic check processing equipment or hardware. You agree to comply with customer notifications regarding electronic check processing by complying with our policies and any instructions provided in customer welcome kits, including posting of notification decals.
- **Eligible Checks; Restrictions.** You agree only to submit “Eligible Checks” to us for processing. To be an “Eligible Check,” a check submitted to us for processing must (except as permitted by the Rules): (a) be drawn on a payor or check writer’s personal or business account (and must not be drawn on your named account or an account otherwise controlled by you or an affiliate); (b) be drawn on a U.S. financial institution in U.S. currency; (c) be a first-party check made payable to you; (d) not have been previously negotiated; (e) not have been previously voided; and (f) contain a pre-numbered serial number. You acknowledge and agree that credit card convenience checks, starter checks, traveler’s checks, payroll checks, and third party checks are not “Eligible Checks.” Even if a check is an Eligible Check, we may, at our sole discretion, decline to accept a check for processing. Before submitting a check for processing using Electronic Check Services, you agree to endorse the check with the legend “For Deposit Only.” You agree you will only create check images and submit Items from locations in the United States. You further agree all checks must be in U.S. dollars and drawn on a bank in the United States. For each electronic image of a check, all information from the front and back of the check, including the MICR information and payment amount, must be accurate and legible as of the time of conversion to an electronic image. You agree to use key entry, as necessary, to correct any errors so that the electronic information submitted is accurate. You agree you will not redeposit any item previously transmitted by you with Intuit or any other bank and will employ commercially reasonable security measures and firewalls sufficient to protect data transmissions and storage to ensure no unauthorized access or duplicate presentment of checks.
- **Settlement.** Intuit will credit your Merchant Account for cleared checks generally within two (2) business days of our receipt of payment if checks are submitted by a specific cut-off time. Settlement of checks using Electronic Check Services may take longer, for example, due to operational and clearing system delays, risk investigations, and other factors. You authorize us to submit ACH debits against your Merchant Account for any Item that was previously paid and later returned or dishonored, plus any fees or other amounts owed by you under these Merchant Payment Terms.
- **Your Rights to Additional Representations and Warranties for Electronic Check Services.** You agree that once an electronic image of a check is transferred to us, you will no longer have any rights with regard to the check, provided however that if a check for which you have been paid is subsequently dishonored or reversed, you will then retain the rights to the original check. You represent and warrant that no person will receive a transfer, presentment, or return of, or otherwise be charged for, a check (either the original check, or electronic or other representation of the original check) such that a payor will be asked to make payment based on a check that has already been paid. You agree to waive all rights to bring a claim, including without limitation, a claim of conversion against Intuit, our sponsor bank, or third-party agents for checks submitted for processing.

- **Implied Termination of Electronic Check Services.** If you do not use the Electronic Check Services for a period of sixty (60) days or more, you may be required to re-qualify for continuation of Electronic Check Services.

ACH Represent Services

- **Service Description.** Intuit will resubmit for payment to you all returns or reversals that result from insufficient funds or uncollected funds. If we successfully collect on a re-initiated check transaction, we will remit the face amount of the collected check transaction to you within five (5) days of re-initiation. If an ACH Representment Service transaction that we have funded is subsequently reversed, we will reverse any payment we previously made to you and you will be liable to us for such amount.
- **Not a Guarantee of Payment.** You understand and agree that payment of returns does not constitute a guarantee and that the check writer has the right to contest the check transaction.

Gift Card Services

- **Description of Service.** The services described below (the “Gift Card Service”) enables electronic processing of gift card transactions and purchases made by a payor who holds an approved gift card (“Gift Card”). For the avoidance of doubt, you, and not Intuit, are the issuer of any Gift Card and are solely responsible for maintaining Gift Card funds. We will use the Intuit electronic Gift Card processing system (“Gift Card System”) to electronically confirm that a Gift Card presented to you is an active account and has sufficient funds to pay for a purchase. You understand and agree that an electronic authorization by us indicates only the availability of sufficient value on a Gift Card at the time of authorization and does not guarantee payment. Intuit will enable electronic debiting and crediting of a payor’s Gift Card account when value is added or deleted to the payor’s Gift Card account. Intuit will maintain an accessible electronic record of transactions. We will provide to and accept from you all information and data reasonably required from time to time in connection with the Gift Card Services.
- **Your Obligations.** You agree to accept for processing any transaction initiated by a customer using a Gift Card without discrimination of the customer or terminal where the transaction was initiated. You agree to exchange Gift Cards for cash when required under applicable law. You agree to obtain, operate, and maintain the card terminal at your own expense. You are solely responsible for the accuracy and adequacy of all data transmitted by it or on its behalf for processing by or storage of information on the Gift Card System. You agree to maintain sufficient “back-up” information and data to reconstruct any information or data loss due to any system malfunction and for reconciling your records with our reports and to promptly notify us of any discrepancies. You are responsible for all costs relating to the sale and distribution of Gift Cards and for associated marketing or advertising. You agree to assume all risk of loss, theft, alteration or damage to, or fraudulent, improper, or unauthorized use of any Gift Card terminal upon the time of delivery of Gift Cards ordered through us or if ordered through a third party (with our consent), and to indemnify Intuit against any related third-party claims.
- **No Surcharge.** You agree not to charge your customers increased fees, surcharges, or any other premiums for a Gift Card transaction, for a customer’s use of a POS terminal, or for the operation of the system unless such surcharges are permitted by applicable laws or regulations.
- **Your Right to Termination.** You may terminate the Gift Card Services if the operation and administration of the Gift Card System is determined to be illegal by any applicable judicial or regulatory authority. However, you will not be entitled to a refund of any fees, charges, or other amounts paid to Intuit and any refunds or Chargebacks arising from the unused portion of a Gift Card after termination are your sole and exclusive responsibility. You are also solely responsible for notifying your customers of any balance owed to the customer by you.
- **Gift Card System Downtime.** You understand and agree that in the event the Gift Card System is not able to verify transactions, Intuit will not process transactions. You accept sole responsibility for any transactions you authorize under such circumstances. You will indemnify and hold Intuit harmless from and against any and all damages, loss, liability, consequential damage, expense, claim, or obligation arising in connection with unauthorized transactions.

Payments Dispute Protection

Payments Dispute Protection (“PDP”) is a service that covers you for any type of payment dispute that your customer initiates through its card issuer, commonly referred to as a chargeback, associated with a credit or debit card transaction on the American Express, Discover, Mastercard or Visa networks and that was processed by QuickBooks Payments while you were enrolled in PDP (“Covered Dispute”). This includes transactions processed through any payment channel that uses Intuit’s payment rails, including those outside of QuickBooks Online (for example, Merchant Service Center, GoPayments and partner applications that use Intuit’s payment rails).

A Covered Dispute does not include a payment dispute that is:

- Presented to you or Intuit directly by your customer (*i.e.*, not through their card issuer as a chargeback)
- Received when you are not enrolled in PDP, even if the original transaction was processed by QuickBooks Payments while you were enrolled in PDP
- Related to a transaction: (1) not processed by QuickBooks Payments; (2) processed by QuickBooks Payments before your enrollment in PDP (even if the payment dispute arises during your enrollment in PDP); (3) processed over a card network other than those identified above; or (4) that does not involve a credit or debit card processed by QuickBooks Payments, such as ACH, wire or PayPal

Other payment dispute eligibility requirements apply as further described in these PDP terms. You cannot enroll in PDP for a specific transaction or payment dispute.

Enrollment. To be eligible for PDP, you must be domiciled in the US (even if a Covered Dispute involves a non-US customer) and registered with QuickBooks Payments. You must remain registered with QuickBooks Payments, and on the same QuickBooks Payments pricing plan, in order to remain eligible for PDP. Only the primary administrator of your QuickBooks account can enroll you in PDP, and only the primary administrator can cancel your enrollment. Additional enrollment conditions or requirements may apply based on merchant risk and other factors. If you do not satisfy your enrollment conditions or requirements throughout your enrollment in PDP, your enrollment in PDP may be terminated.

If you enroll in PDP after 3 PM PT on any given calendar day (“Enrollment Day”), then any payment dispute related to a transaction processed by QuickBooks Payments prior to 3 PM PT on your Enrollment Day will not be covered by PDP. If you enroll in PDP before 3 PM PT on your Enrollment Day, then any payment dispute related to a transaction processed by QuickBooks Payments from 3 pm PT of the day prior to your Enrollment Day, will be deemed a Covered Dispute.

Coverage Limits. Each Covered Dispute is subject to a per-payment dispute coverage limit of \$10,000 (“Per-Dispute Coverage Limit”). The annual coverage limit for all Covered Disputes received on a rolling 365-day period is \$25,000 (“Annual Coverage Limit”).

If the amount of a Covered Dispute is greater than the Per Dispute Coverage Limit or any remaining balance under the Annual Coverage Limit, PDP will cover the Covered Dispute up to the lesser available coverage limit and you will be responsible for the remaining amount of the Covered Dispute. If a Covered Dispute is received and you do not have any remaining balance under the Annual Coverage Limit, PDP will not cover that Covered Dispute and you will be responsible for the entire Covered Dispute amount.

We reserve the right to not cover an otherwise eligible Covered Dispute if we have determined that (1) you are in breach of Intuit's Terms of Service, Commercial Entity Merchant Agreement, or these PDP terms; (2) you are processing primarily high-risk transactions on QuickBooks Payments while processing primarily lower-risk transactions through other merchant service providers; or (3) you are attempting to defraud Intuit in any way or are otherwise using any Intuit service, including PDP, for fraudulent purposes.

Transaction Fee. You will be charged based on a percentage of the transaction amount associated with a potential Covered Dispute, whether or not such Covered Dispute ever arises ("Transaction Fee"). The Transaction Fee is non-refundable and may be different for each merchant based on various factors as determined by Intuit in its sole discretion. We will tell you your Transaction Fee when you enroll in PDP.

We reserve the right to change the Transaction Fee at any time, and will notify you in advance of such changes.

Unenrolling from PDP. You can unenroll from PDP at any time by going to "Payments," under "Account and Settings," in your QuickBooks Online account. Any payment dispute received after you unenroll from PDP will not be covered by PDP, even if the associated transaction was processed while you were enrolled in PDP.

After unenrolling, if you decide to re-enroll in PDP, you will only receive coverage for transactions processed after the new enrollment date. However, your Annual Coverage Limit at the time you re-enroll will be determined based on the total amount of Covered Disputes received within the last 365 days while you were previously enrolled in PDP, regardless of your new enrollment date.

Your Right to Challenge Disputes. PDP only mitigates the financial impact that a Covered Dispute may have on you. PDP does not protect you against other consequences of a payment dispute, including those associated with excessive payment disputes. For example, some card networks may choose to investigate merchants with high dispute (or "excessive chargeback") rates, which can result in higher fees or removal from a network. For this reason, you may want to challenge a payment dispute even if covered by PDP.

In some cases, we may elect to challenge a Covered Dispute on your behalf. In such cases, you authorize us to communicate with third parties (including the applicable card network or card issuer) for this purpose, which may include sharing information about you or the underlying transaction with such third parties. You agree to provide us with any evidence and assistance as we may request in order to help us challenge the Covered Dispute. If you or we choose to challenge a Covered Dispute and are successful, you assign to us the right to the recovered amount of the Covered Dispute. Where PDP paid for only a portion of a Covered Dispute, we will retain only the covered portion of the recovered amount and will remit to you any remainder of the recovered amount. You will not receive a refund of any Transaction Fee even if a Covered Dispute is successfully challenged and funds recovered from the card issuer.

Regardless of whether you or we successfully challenge a Covered Dispute, or how much you or we recover from a card issuer, your Annual Coverage Limit will not be affected.

Termination. We reserve the right to terminate your enrollment in PDP, or the PDP program, for any reason and in our sole discretion, including if:

- You have been placed under a fraud or financial risk review
- You have canceled your QuickBooks Payments account
- You are being investigated by QuickBooks Payments or any card network for a high dispute or excessive chargeback rate
- You have failed to adhere to the [Intuit best practices](#) to manage fraudulent transactions that typically result in payment disputes
- You no longer meet the PDP eligibility requirements during your enrollment in PDP
- You are processing primarily high-risk transactions on QuickBooks Payments while processing primarily lower-risk transactions through other merchant service providers
- You are attempting to defraud Intuit in any way or are otherwise using any Intuit service, including PDP, for fraudulent purposes
- You are otherwise in breach of these PDP Terms, these Terms of Service, or any other agreement with us

O. QUICKBOOKS CAPITAL SERVICES

The “QuickBooks Capital Services” or “Marketplace Services” means the marketplace platform that presents small businesses with financing options, including loans offered by Intuit Financing Inc. (“QBC Direct Loans”) and by independent, third party provider(s) (“Providers”, with such third-party loan offerings being deemed “Provider Loans”, and together with QBC Direct Loans, collectively referred to as “QBC Loans”). If you use the Marketplace Services, the following additional terms in this Part O apply (“QuickBooks Capital Services Terms”).

SUPPLEMENTAL TERMS FOR MARKETPLACE SERVICES

For Provider Loans, we provide a lead generation service to simplify the process of finding a financial business solution. Where required by applicable law, Intuit Financing Inc. is a licensed loan broker in certain states.

Except for QBC Direct Loans, all other financial solutions displayed on this marketplace site are provided by the Providers. The Providers are solely responsible for their financial solutions advertised or made available via the Marketplace Services (“Provider Offers”), including compliance with all applicable laws and disclosures. We do not make any lending or credit decisions on their behalf, nor do we participate in any Provider underwriting decisions. Intuit provides this Marketplace Services, on your behalf, to help determine if your business might qualify for Provider Offers, and presents you with a Provider Offer based on your information and some of the Provider's criteria. We may present you with information about a Provider Offer, including a link to the Provider's website to allow you to apply directly with the Provider. Except as we may otherwise advise you in connection with certain Provider Loans, the information you provide to us in connection with a Provider Offer is not a loan application. You acknowledge that, except if we advise you otherwise in connection with a Provider Loan, we are not the agent of the Provider. You also acknowledge and understand that we may act as a limited agent under certain Provider Loans for certain purposes, and as such we may conduct certain aspects of the loan application and underwriting process.

Providers may require a loan application, a personal consumer report, additional information and application fee from you before they offer you a Provider Offer. Providers may provide you with information about a Provider Offer, including related legal notices or disclosures, an estimate of fees and interests charged to you and whether such fees are refundable. Except where stated in these QuickBooks Capital Services Terms, we do not provide services to assist you in obtaining a Provider Offer, including negotiating any terms on your behalf. Except as we

may advise you otherwise, you are solely responsible for arranging a Provider Loan and paying all fees and expenses incurred in connection with your efforts to obtain a financial solution.

Except as otherwise set forth in these QuickBooks Capital Services Terms for certain Provider Loans, we do not receive information during the Provider Offer application process, including the terms of your Provider Loans, associated fees and prepayment penalties and if your Provider Loan is secured by real property.

Offer information such as interest rates, fees, loan amounts, loan terms and payment information are provided by the Provider solely for informational purposes, except as otherwise provided in these QuickBooks Capital Services Terms or otherwise stated. Except where stated, such information is not generally an offer or commitment of financing, or a lock-in agreement. The information is not a guarantee for approval on any specific terms or conditions. Except as otherwise set forth in these QuickBooks Capital Services Terms, you must apply directly with the Provider even if you have received communication about a specific Provider Offer. Provider information and Provider Offers may be subject to change, and Provider Offers are subject to Provider's underwriting and verification of your information when you apply on their site. Providers may require additional information from you. Provider Offers are not transferable and may not be available in all states.

In some cases, we may not be able to match you with any Providers. This may be due to a number of reasons, including not having enough information about you and/or your business at that time to make a determination. As Providers may consider your business using other criteria and/or may have other programs or products that might meet with your business needs, please contact them directly. Additionally, we may continue to contact you to see if there are other financial solutions that might interest you.

CERTAIN LENDING SERVICES

For purposes of this section "Certain Lending Services" only, the term "Provider Loan" includes limited term offerings and Get Paid Upfront loans and the term "Provider" shall include WebBank, as issuer of Get Paid Upfront loans. You may receive QBC Loan offers through us, including via our Marketplace Services, from within our QuickBooks accounting product or via other communications. QBC Direct Loans and certain Provider Loans are based on your information about your business. By starting the process to obtain a QBC Direct Loan and certain Provider Loans, you authorize us and each Provider, without limiting any authorizations you provide as set forth in Section A, to use and obtain information about you and your business, from third parties, to pre-qualify and underwrite your business. You provide us and each Provider your 'written instructions' under the Fair Credit Reporting Act to obtain a copy of your consumer report from credit reporting agencies to pre-qualify and underwrite your business. We and each Provider may also review such information to evaluate your eligibility to act as a personal guarantor. As a personal guarantor, you may be held personally liable for the applicable QBC Loan if your business cannot repay it.

You also authorize us and each Provider to use your information to obtain your information from third parties, including your financial information from your bank accounts. Such accounts that you identify should be business accounts only. You represent and warrant that your business is the owner of such accounts, and that you have the authority to grant us and each Provider access to your information.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, you will be asked for your name, address, date of birth, and other information that will allow you to be identified. You may also be asked to show your driver's license or other identifying documents. We collect and store this information pursuant to the [Intuit Global Privacy Statement](#).

Please review all QBC Direct Loan and Provider Loan offer details and terms carefully to make sure you understand all applicable fees, rates and terms of the loan agreement before you apply for the QBC Direct Loan or Provider Loan and accept the loan agreement. We do not represent or warrant that any QBC Direct Loans have more favorable terms than any Provider Loans. You should evaluate all your options carefully. All QBC Direct Loan and Provider Loan offers may be subject to change and final approval. Additional terms and conditions included in the loan agreement apply to you and your business should you accept the QBC Loan. Intuit Financing Inc. is a licensed lender where required by applicable law. For California, its NMLS is 1136148. QBC Loans may not be available in all states.

Certain Get Paid Upfront Loans are issued by WebBank, Member FDIC. In the event of any conflict between these QuickBooks Capital Services Terms and the Get Paid Upfront Loan Agreement, the terms of the Get Paid Upfront Loan Agreement shall control all aspects of the Get Paid Upfront loan, including the loan application process.

QuickBooks Early Pay Loans are issued by WebBank. In the event of any conflict between these QuickBooks Capital Services Terms and the QuickBooks Early Pay Loan Program Agreement, the terms of the QuickBooks Early Pay Loan Program Agreement shall control all aspects of the QuickBooks Early Pay loan, including the loan application process.

FEES FOR THE MARKETPLACE SERVICES

We do not charge you a fee to use the Marketplace Services. We receive compensation from Providers that is based on a percentage of your loan amount or a specific dollar amount for a financial solution such as a credit card for our role as a loan broker or in some cases a limited loan agent. We are compensated after your Provider Loan closes or upon issuance of a credit card except if stated otherwise. Please see the Disclosure Site for more information. Providers may include the fees they pay to us as part of your terms. We do not control Providers' fees or terms with you, nor (except where the Provider Loan terms may be determined by applicable law) do we have knowledge of what extent to which the compensation paid to us may impact the interest rates or fees charged to you. Provider Loan terms and conditions are entirely and solely within the Provider's discretion. We or the applicable Provider may charge applicable fees and interest if you accept a QBC Loan. Please review those fees and interest carefully before you apply for a QBC Loan or agree to the terms of the loan agreement for a QBC Loan.

YOUR AUTHORIZATIONS AND CONSENTS

By using the Marketplace Services, you hereby authorize us and our Providers, without limiting any authorizations you provide as set forth in Section A, to obtain and use your information to provide the Marketplace Services. You provide us and our Providers your 'written instructions' under the Fair Credit Reporting Act to obtain a copy of your consumer report and other information from third parties, including credit reporting agencies, to use for Marketplace

Services. Intuit and Providers may use your information in connection with evaluating your business for offers from Providers.

For Marketplace Services and Provider Loans, you authorize Intuit, to act as your agent, to share any information we or third parties, including affiliates, may have on you and your business with Providers, on your behalf, to allow the Providers to evaluate you and your business for a financial business solution that you've requested. You acknowledge that Providers' use of your data will be subject solely to the Provider's terms and conditions and privacy policy. Please review all applicable terms and conditions and privacy policies before you select a Provider Offer.

You further authorize Providers to share with us any information they may have on you or your business, including the financial solution you applied for or received from the Provider and the outcome of your relationship with such Provider (e.g. whether the financing product you received was paid off in full, whether any payments were received late, reason for your denial, etc.), in accordance with the [Intuit Global Privacy Statement](#).

You agree to update us on an ongoing basis with: a list of principals, owners, or officers for your business including their home addresses, personal and business telephone numbers, and email addresses; all "Doing Business As" (DBA) names used by you; your business address and telephone number; the URL (web address) for your business; and a complete description of goods and services provided by your business. If the scope or nature of your business, or the type of products or services you offer changes, you agree to notify us prior to such change.

MARKETPLACE SERVICES RESTRICTIONS

While the Marketplace Services are available to businesses incorporated in the United States or that have a principal place of business in the United States, not all financial solutions or Providers are available in all states. You agree to only use the site or Marketplace Services for a bona fide business purpose. You represent you are a business entity and agree you will not use the site or Marketplace Services for personal, family, household or other consumer purposes. Intuit Financing Inc. is not a credit reporting agency or a consumer reporting agency as defined in the Fair Credit Reporting Act ("FCRA,") and the information in this site has not been collected in whole or in part for the purpose of furnishing consumer reports, as defined in the FCRA.

PRESCREENED OFFERS

If you are a consumer, we may send you "prescreened" offers of credit based on information in your credit report indicating that you meet certain criteria, where permitted by applicable law. If you do not want to receive prescreened offers of credit from Intuit or other companies, call the consumer reporting agencies toll free, 1-888-5-OPT-OUT (1-888-567-8688); or write them individually at: Experian Target Marketing, PO Box 919, 701 Experian Parkway B2, Allen, TX 750513; Equifax Options, PO Box 740123, Atlanta, GA 30374-0123; TransUnion Corporation, Attn: Marketing Opt Out, PO Box 505, Woodlyn, PA 19094-0505.

HELP AND SUPPORT

If you would like a statement of specific reasons why you did not receive an offer from a financial solution provider in our Marketplace Services, please contact us

at inquiry@quickbookscapital.com within 60 days of using the Marketplace Services. We will provide you with a statement of reason within 30 days after receiving your request. If you were not approved for a Provider Offer, you may receive communication from the Provider directly. Please contact Providers if you have any questions about their financial solutions or why you were not approved.

STATE COMMERCIAL BROKER DISCLOSURES FOR MARKETPLACE SERVICES

QuickBooks Capital operates a marketplace platform to provide businesses with finance options provided by independent lenders or providers. We may identify offers from our providers based on your information and provider's criteria. You provide us consent to use and share your data with our providers. If you are interested, you must apply with our providers. We do not make any loan eligibility determinations and we do not guarantee that you will receive any offers or loans. While we may receive some information from our providers after your loan closes, we do not receive specific information about your loan terms during the application process or after your loan closes. In some cases, we may partner with selected providers to offer invitation-only or special offers for selected loans. To learn more about our free marketplace platform, our role as a lead generator or to find additional disclosures, please refer to the QuickBooks Capital Services Terms. These disclosures form a part of the legal agreement between you and Intuit, and are incorporated into the QuickBooks Capital Services Terms. Please print and retain a copy of this notice for your records. You consent, acknowledge and agree that you have read and received a copy of this disclosure.

QuickBooks Capital is provided by Intuit Financing Inc., a corporation incorporated in the state of Delaware, headquartered at 2700 Coast Avenue, Mountain View, CA 94043. It is a subsidiary of Intuit Inc., a corporation incorporated in the state of Delaware, headquartered at 2700 Coast Avenue, Mountain View, CA 94043.

Intuit Financing Inc. is a licensed broker in states that require a license. Our service is limited to commercial or business loans only.

Nationwide Mortgage Licensing System and Registry ID: 1136148

CALIFORNIA

Finance Lending License #: 6054856

As most loan applications are handled by the provider, Intuit may not receive information about your loan such as payment and loan balance scenarios during the application process. Intuit generally does not provide loan applications, nor do we receive completed applications from you or the provider. With some special offers, Intuit may allow you to submit your information via our service.

NEW MEXICO

Intuit Financing Inc., d/b/a QuickBooks Capital, Intuit Mint, Small Loan Company Lender.

License #: 01899

This lender is licensed and regulated by the New Mexico Regulation and Licensing Department, Financial Institutions Division, PO. Box 25101, 2550 Cerrillos Road, Santa Fe, New Mexico 87504. To report any unresolved problems or complaints, contact the division by telephone at (505) 476-4885 or visit the website <http://www.rld.state.nm.us/financialinstitutions>.

- See New [Mexico Consumer Brochure](#)
- See New [Mexico Loan Rates and Fees](#)

NORTH DAKOTA

License #: MB102690

Intuit receives a percentage of the loan amount as compensation from providers after the loan closes for our role as a loan broker. While we may continue to send you information about loan products (unless you change your communications settings), our services end after we provide you information about your loan options, if any, or after you provide us your consent to disclose your data to a lender, where available.

Notice: Money Brokers are licensed and regulated by the department of financial institutions, 2000 Schafer Street, Suite G, Bismarck, North Dakota 58501-1204. The department of financial institutions has not passed on the merits of the contract and licensing does not constitute an approval of the terms or of the broker's ability to arrange any loan. Complaints regarding the services of money brokers should be directed to the department of financial institutions.

Caution to Borrower: If you do not have the funds to pay the balloon payment when due, it may be necessary for you to obtain a new loan against your property for this purpose and you may be required to again pay commission and expenses for arranging the loan. Keep this in mind in deciding upon the amount and terms of the loan that you obtain at this time.

State Licen ses	License Type	License No.	Issuing Agency	License
Alaska	Small Loan Company	10000990	Department of Commerce, Community, and Economic Development, Division of Banking and Securities https://www.commerce.alaska.gov/web/dbs	View License
California	Finance Lenders Law Lender and Broker	605 4856	Department of Financial Protection and Innovation https://dfpi.ca.gov/	View License
Colorado	Supervise d Lender	SUP- 4000636	Department of Law https://coag.gov/	View License

District of Columbia	Money Lender	ML1136148	Department of Insurance, Securities and Banking https://disb.dc.gov/	View NMLS Consumer Access
Florida	Consumer Finance Company	CF9901279	Florida Office of Financial Regulation https://www.flofr.gov/	View License
Maryland	Installment Loan	1136148	Department of Labor, Licensing and Regulation http://www.dlir.state.md.us/	View NMLS Consumer Access
Minnesota	Regulated Loan Company	MN-RL-1136148	Department of Commerce, Financial Institutions Division https://mn.gov/commerce/	View License
Nevada	Installment Loan License	IL11125, IL11126, IL11127, IL11164, IL11165	Financial Institutions Division http://mld.nv.gov/	View License
New Mexico	Small Loan	01899	Financial Institutions Division http://www.rld.state.nm.us/financialinstitutions/default.aspx	View License
New York	Licensed Lender	OSL104837	Department of Financial Services https://www.dfs.ny.gov/	View License
North Dakota	Money Broker	MB102690	Department of Financial Institutions https://www.nd.gov/dfi/	View NMLS Consumer Access
Rhode Island	Lender License	20183583L	Department of Business Regulation http://www.dbr.ri.gov/	View NMLS Consumer Access
Rhode Island	Loan Broker	20153121L	Department of Business Regulation http://www.dbr.ri.gov/	View NMLS Consumer Access
Rhode Island	Small Loan Lender	20183584S	Department of Business Regulation http://www.dbr.ri.gov/	View NMLS Consumer Access
South Dakota	Money Lender	1136148.MYL	Division of Banking http://dlr.sd.gov/banking/default.aspx	View NMLS Consumer Access
Tennessee	Industrial Loan and Thrift	166418	Department of Financial Institutions https://www.tn.gov/tdfi.html	View NMLS

				Consumer Access
Utah	Commercial Financing Registration	N/A	Department of Financial Institutions https://dfi.utah.gov/	View License
Vermont	Lender License	7194	Department of Financial Regulation http://www.dfr.vermont.gov/	View License
Vermont	Lender License (D/B/A QuickBooks Capital)	7195	Department of Financial Regulation http://www.dfr.vermont.gov/	View License
Vermont	Loan Solicitation	LSO-1136148	Department of Financial Regulation http://www.dfr.vermont.gov/	View License
Vermont	Loan Solicitation (D/B/A QuickBooks Capital)	LSO-1136148-1	Department of Financial Regulation http://www.dfr.vermont.gov/	View License

P. QUICKBOOKS WORKFORCE SERVICE

QuickBooks Workforce offers employees and independent contractors of QuickBooks Payroll and/or Contractor Payments users the ability to view pay stubs, compensation information, W-2s, 1099-s and related information and offers (collectively the “QuickBooks Workforce Service”). If you make use of the QuickBooks Workforce Service as an employee or as an independent contractor, the following additional terms in this Part P apply. If you make use of QuickBooks Workforce Services only as an employer in connection with Payroll Services, the terms in Part F apply. If you make use of QuickBooks Workforce Services only as a company in connection with Contractor Payments Services, the terms of Part U apply.

You may enter your personal, banking, and federal and/or state tax withholding information (collectively “Information”) at the time you set up your account. You may also edit your Information thereafter, which will update your employee or independent contractor profile (“Personal Profile”) in your employer’s or client's payroll account. Updates may be subject to employer and/or client's approval. In connection with Payroll Services, your Information will be used to calculate the amount your employer will withhold from your paychecks for tax purposes, facilitate direct deposit for your paychecks if you are paid by direct deposit, and may be shared in accordance with this Agreement and Intuit’s [Global Privacy Statement](#). In connection with Contractor Payments Services, your Information will be used to facilitate direct deposit for payments by direct deposit, prepare and file Forms 1099-SM and may be shared in accordance with this Agreement and Intuit’s [Global Privacy Statement](#). By using or accessing the

QuickBooks Workforce Service as an employee or an independent contractor, you agree to the following:

Consent

By submitting your Information, you consent to electronically exchange Information through Workforce. Intuit is not responsible for any Information you submit through Workforce or liable for any claims related to the amount withheld from your paychecks.

Electronic Signature

You may choose to electronically sign and/or certify that your Information submitted through Workforce is true, correct, and complete to the best of your knowledge under penalty of perjury. If you choose to do so, you agree to use the E-Sign service provided. Each time you use E-Sign, you expressly (i) affirm that you are able to access and view the Information you are electronically signing via E-Sign; (ii) consent to conduct business electronically with respect to the transaction contemplated; and (iii) agree to the use of electronic signatures. Enforceability of electronic signatures varies by jurisdiction. Please consult with your professional advisor to determine applicability to your situation. Intuit has no responsibility or liability with respect to the content, validity, or enforceability of any electronic signature, nor is it responsible or liable for any matters or disputes arising from the submission of any of your Information. Intuit makes no representations or warranties regarding the validity or enforceability of electronic signatures through Workforce.

Manual Signature

Use of E-Sign is optional, and you can choose to manually sign and submit your Information to your employer/client. If you prefer to manually sign and submit your Information to your employer/client, you should (i) inform your employer/client of your decision to manually sign and submit your Information; and (ii) make sure that you do not electronically sign and submit your Information through Workforce. If required by local law, submitting a physical, hard copy of any document with your Information is your sole responsibility, and Intuit has no responsibility or liability with respect to such matter. If you've created a Workforce account, and decide to submit your Information manually to your employer/client, you continue to have access to view and print your pay stubs or payment information.

Bank Account Information

You will need to establish and maintain a Bank Account at a U.S. depository financial institution to facilitate direct deposit of paychecks/payments. You irrevocably authorize Intuit and our sponsor banks to immediately debit your Bank Account for any and all fraudulent transactions and/or errors. You agree that Intuit shall not incur any liability for any loss, costs, or fees incurred by you that are the result of such debits by us. Intuit may take reasonable steps to verify your Bank Account information, for example, by requiring you to provide us a cancelled check or by debiting and crediting micro-deposits into your Bank Account, including on a recurring basis.

- **Storing Your Bank Account Information.** You may save your bank account or payment card information. You agree that all information you provide during the sign-up process is true, complete and accurate. Once you establish an account, you are responsible for all activities that occur under your account credentials. You

are responsible for maintaining the confidentiality of your account credentials and restricting access to your account. We recommend that you review our [Information Security Information](#) for measures you may take to help protect your account, but we cannot guarantee that implementing these measures will ensure the security of your account.

- **Compliance.** Consistent with Section A of this Agreement, you agree to comply with all laws and regulations applicable to you and the terms and conditions of this Agreement. By using Workforce, you represent and warrant that: (a) you are not located in a country that is subject to a U.S. governmental embargo, or that has been designated by the U.S. government as a “terrorist supporting” country; and (b) you are not listed on any U.S. government list of prohibited or restricted parties. You also agree not to request an ACH or card transaction that violates the laws of the United States, which include, but are not limited to, sanctions enforced by the Office of Foreign Assets Control (“OFAC”).
- **Termination of Employment/Independent Contractor relationship.** You may have limited access to your Information through the QuickBooks Workforce Service when your employment and/or independent contractor relationship is terminated, whether voluntarily or involuntarily.

Q. QUICKBOOKS COMPANION APP FOR DESKTOP

The “QuickBooks Companion App” is a desktop application available for download which permits accessing data submitted by you through a QBO account. QuickBooks Online Advanced users can download the QuickBooks Companion App to access QuickBooks Online Advanced. QuickBooks Online Accountant users can download the QuickBooks Companion App to access any of their client’s QuickBooks Online accounts. The QuickBooks Companion App requires an internet connection. You understand and agree that by downloading and installing the QuickBooks Companion App, you will receive automatic updates to the installation.

R. DIGITAL WALLET SERVICE

The "Digital Wallet Service" means the service that allows you to add a debit card ("Debit Card") issued by Green Dot Bank, Member FDIC ("Green Dot") to a digital wallet or other similar digital payment service ("Digital Wallet") managed or owned by a third party, which can include Apple Pay, Google Pay and Samsung Pay (each a "Digital Wallet Provider") to which we may allow you to add your Debit Card from time to time. If you elect to enroll your Debit Card with any Digital Wallet the following additional Digital Wallet Service terms in this Part R apply.

Additional Terms. Your Debit Card is issued by Green Dot, the bank that holds the money in your account. When you add a Debit Card to a Digital Wallet, you will also be required to agree to the Green Dot Digital Wallet Terms and Conditions, which are available to review [here](#). Pursuant to the Green Dot Digital Terms and Conditions, Green Dot shall determine, in its sole discretion, which Digital Wallets (if any) are available to you to add your Debit Card. These Digital Wallet Service terms do not affect or change the Green Dot Digital Wallet Terms and Conditions or any other underlying agreements you have with Green Dot.

In addition, using your Debit Card in a Digital Wallet will be subject further to the Digital Wallet Provider's own terms and conditions ("Digital Wallet Provider Terms"). You acknowledge and agree that we are not a party to any Digital Wallet Provider Terms, we are not responsible for any Digital Wallet, and any disputes you may have concerning a Digital Wallet are solely between you and the Digital Wallet Provider, pursuant to the applicable Digital Wallet Provider Terms. Any disputes, questions or complaints you have regarding a Digital Wallet are subject to the Digital Wallet Provider Terms, and you must direct your dispute, question or complaint to the Digital Wallet Provider.

Our Liability. We do not make any representations or warranties concerning any Digital Wallet or Digital Wallet Provider. We are not responsible for maintaining or supporting any particular Digital Wallet and are not responsible for any claims or losses with respect to any Digital Wallet, including the removal of your Debit Card from a Digital Wallet, any third party product liability claims, claims that a Digital Wallet or the Digital Wallet Provider (including other third parties used in connection with the providing the Digital Wallet Services) has failed to comply with applicable law, or intellectual property claims.

You acknowledge and agree that your ability to use your Debit Card with a Digital Wallet may be delayed, interrupted or disrupted for reasons outside of our control. We are not liable for any claims or losses arising from or related to the use of your Debit Card with a Digital Wallet due to such delay, interruption, disruption or any other failure outside of our control.

Suspension, Removal of Debit Card from Digital Wallet. We reserve the right to discontinue offering or supporting any Digital Wallet for any reason, including if directed to do so by Green Dot, and we can block the use of your Debit Card in any Digital Wallet any any time. Unauthorized use of your Debit Card with a Digital Wallet, including but not limited to, misuse of passwords or misuse of any other information, is strictly prohibited and will result in suspension and/or termination of your ability to use your Debit Card with a Digital Wallet. You may not use a Digital Wallet in any manner that could damage, disable, overburden, or impair any Intuit Service or Green Dot service. We may block, restrict, suspend or terminate the use of your Debit Card in any Digital Wallet at any time without notice and for any reason, including if you violate these Digital Wallet Service terms or any other agreements with us, except as otherwise required by applicable law. You agree that we will not be liable to you or any third party for any suspension, cancellation or termination of your ability to use your Debit Card with a Digital Wallet.

S. QUICKBOOKS BUSINESS NETWORK

The QuickBooks Business Network is a Service that provides you with the ability to connect with other QuickBooks customers, making it easier to complete transactions with other QuickBooks customers, including the ability to send and receive pay-enabled invoices to and from other QuickBooks customers.

After you create a QuickBooks account, you will be automatically added to the QuickBooks Business Network and can begin to use the QuickBooks Business Network in accordance with these terms.

- 1. Availability.** The QuickBooks Business Network is available to all QuickBooks customers whose primary address on file is within the United States and the District of Columbia.
- 2. Connecting with other QuickBooks customers.** With the QuickBooks Business Network, you can search for other QuickBooks customers, such as, by business name. You can request to connect with other QuickBooks customers, or receive requests from other QuickBooks customers. Once connected, you and the QuickBooks customer will be able to view each other's business information, including business name, business city, province/state and zip (or equivalent) code, business phone number, business email address and business website address that is associated with the QuickBooks account ("Business Information"). By agreeing to connect with another QuickBooks customer, you authorize us to share your Business Information with that QuickBooks customer. You are responsible for ensuring your Business

Information is accurate and complete. You can change or update your Business Information, and make other changes to your QuickBooks Business Network settings through your Account Settings.

3. Changing your Visibility in the QuickBooks Business Network. If you no longer want to be visible in the QuickBooks Business Network, you can change your visibility settings through your Account Setting using this link [here](#). Doing so will not affect your access or rights to your QuickBooks account. Turning your visibility off in the QuickBooks Business Network will not disconnect you from previously connected QuickBooks customers, and those connected QuickBooks customers may have saved you, and any of your Business Information, as a local contact in their QuickBooks account, and thus continue to have access to your information.

4. Modification of the QuickBooks Business Network. Intuit reserves the right to modify the QuickBooks Business Network from time-to-time, with or without notice to you. These changes may include additional features to enhance the QuickBooks Business Network experience and your interactions with other QuickBooks customers. We also reserve the right to change, from time-to-time, the conditions for eligibility and/or participation in the QuickBooks Business Network. Your continued use and participation in the QuickBooks Business Network will constitute your acceptance of such modifications and updated terms.

5. Prohibited uses of the QuickBooks Business Network. You may not use the QuickBooks Business Network for any of the following:

- Anything illegal.
- Anything related to sending spam (including any unwanted or unsolicited bulk email, postings, contact requests, mobile, text or other instant messages, or similar electronic communications) or phishing (including emails or other electronic communications intended to fraudulently or unlawfully induce recipients to disclose personal or sensitive information like passwords, dates of birth, Social Security numbers, or financial information, or to gain access to accounts or records).
- Activity that is fraudulent, false or misleading (such as impersonating someone else).
- Activity that is harmful to you, Intuit or other Intuit customers, including stalking, posting terrorist or violent extremist content, communicating hate speech, harassment, or advocating violence against others.
- Infringing upon the rights of others, such as the unauthorized sharing of copyrighted material,
- Activity that violates the privacy of others.
- Marketing any products or services to other QuickBooks customers, without our consent.
- Resale or other distribution of the QuickBooks Business Network or its content, or otherwise disclosing Business Information that you obtain from the QuickBooks Business Network to any third party, including by creating lists or granting access to the QuickBooks Business Network to other persons.
- Accessing, or attempting to access, the QuickBooks Business Network, or any QuickBooks customer's information, for which you have no access authorization; obtaining, or attempting to obtain, any materials or information through any means not intentionally made available or provided for through the QuickBooks Business Network; or otherwise taking any action intended to circumvent any restrictions on access to or availability of information on the QuickBooks Business Network.

6. Suspension or termination of the QuickBooks Business Network. We reserve the right to suspend or discontinue offering the QuickBooks Business Network for any reason. Prohibited uses described above in Section 5 and any unauthorized use of the QuickBooks Business Network, including, but not limited to, falsifying your Business Information, misusing the Business Information of other QuickBooks customers, or attempting to impersonate another QuickBooks customer, are strictly prohibited and will result in suspension and/or termination of your ability to use the QuickBooks Business Network or your QuickBooks account. We may

otherwise block, restrict, suspend or terminate your use of the QuickBooks Business Network at any time without notice and for any reason, including if you violate these terms or any other agreements with us. You agree that we will not be liable to you or any third party for any suspension, cancellation or termination of your ability to use the QuickBooks Business Network.

7. When you close your QuickBooks account. If you close your QuickBooks account, you will no longer have access to the QuickBooks Business Network, nor will you be visible to other QuickBooks customers and your connections with other QuickBooks customers will be canceled. Note, however, that a previously connected QuickBooks customer may have saved you, and any of your Business Information, as a local contact in their QuickBooks account, and in such case, they may continue to have access to your information.

8. Our liability. We do not make any representations or warranties concerning other QuickBooks customers that appear in, or use, the QuickBooks Business Network, or the accuracy or completeness of any Business Information provided through the QuickBooks Business Network.

T. BITCOIN TRANSACTION SERVICE

The “NYDIG Bitcoin Transaction Service” means the service that allows you to buy, sell, and hold bitcoin through a third party bitcoin services provider, NYDIG Execution LLC (“NYDIG”), and to use an eligible QuickBooks Checking account (see Deposit Account Agreement) to fund and/or receive the funds from such transactions with NYDIG. Intuit does not provide any bitcoin purchasing, selling or custody services. The NYDIG Bitcoin Transaction Service, which includes bitcoin purchasing, selling and custody services, are provided solely by NYDIG. NYDIG is authorized by the New York State Department of Financial Services to engage in virtual currency business activity. You must open an account with NYDIG (“NYDIG Account”) to use the NYDIG Bitcoin Transaction Service, and your use of the NYDIG Bitcoin Transaction Service is subject to the [NYDIG Terms and Conditions](#), [NYDIG Privacy Policy](#), and other applicable NYDIG agreements. Refer to NYDIG’s [State licenses and Consumer Disclosures](#) for additional information. If you elect to use the NYDIG Bitcoin Transaction Service, the following additional terms of this Part T apply.

1. Additional terms. Pursuant to the NYDIG Terms and Conditions, NYDIG shall determine, in its sole discretion, whether you are eligible to receive the NYDIG Transaction Service. Please review the NYDIG Terms and Conditions for details on the scope of the NYDIG Bitcoin Transaction Service. These Part T terms do not affect or change the NYDIG Term and Conditions or any other underlying agreements you have with NYDIG.

2. Our Liability. We do not make any representations or warranties concerning any bitcoin transaction or any other use of the NYDIG Bitcoin Transaction Service, or your NYDIG Account. We are not responsible for maintaining or supporting your NYDIG Account, and are not responsible for any claims or losses with respect to your NYDIG Account or your use of the NYDIG Bitcoin Transaction Service, including claims that NYDIG has failed to comply with applicable law.

You acknowledge and agree that your ability to use your NYDIG Account or to use the NYDIG Bitcoin Transaction Service may be delayed, interrupted or disrupted for reasons outside of our control. We are not liable for any claims or losses arising from or related to the use of the

NYDIG Bitcoin Transaction Service due to such delay, interruption, disruption, unauthorized access or any other failure outside of our control.

3. NYDIG Disclaimers. Bitcoin balances in your NYDIG Account are not insured by the Federal Deposit Insurance Corporation, the National Credit Union Share Insurance Fund, the Securities Investor Protection Corporation, or any other public or private insurer. NYDIG does not make any recommendations regarding buying or selling bitcoin. The NYDIG Bitcoin Transaction Service is also subject to additional NYDIG disclaimers (see NYDIG Terms and Conditions). By establishing a NYDIG Account and/or using the NYDIG Bitcoin Transaction Service, you acknowledge and accept the risks as disclosed in the NYDIG Terms and Conditions.

4. Intuit Disclaimers. Intuit is not a broker-dealer, an investment adviser, or a fiduciary. Buying and selling bitcoin involves significant financial risk. Intuit makes no representations or recommendations as to the advisability or suitability of engaging in such transactions, including whether to use the NYDIG Bitcoin Transaction Services. Intuit makes no assurance regarding the price, value, or marketability of bitcoin now or in the future. You acknowledge that you bear the risk of any decline in the value of bitcoin, and any tax or other implications associated with your bitcoin transaction(s).

To the extent that educational content is made available to you, it is provided for informational purposes only, and should not be construed as legal, tax or accounting, financial or investment advice on any subject matter. You should not act or refrain from acting on the basis of any content included in this site without seeking legal or other professional advice. Accordingly, the information provided should not be relied upon as a substitute for independent research. Neither Intuit Inc., nor its affiliates warrant that the materials and content contained herein will continue to be accurate, nor that it is completely free of errors when published. Readers should verify statements before relying on them. We may occasionally include third-party links as a convenience and for informational purposes only. Neither Intuit Inc. nor its affiliates endorse or approve these products and services, or the opinions of these corporations or organizations or individuals. Intuit accepts no responsibility for the accuracy, legality, or content on these sites.

Acknowledgement of Risk: As with any asset, there are risks associated with bitcoin trading, including possible loss of some or all of its value. Intuit does not make any recommendations regarding buying or selling bitcoin. The price and liquidity of bitcoin may be subject to large fluctuations. The risk of loss in trading bitcoin may be substantial and losses may occur over a short period of time. You should consult your financial advisor, legal and/or tax professional regarding your specific situation and financial condition and carefully consider whether trading or holding bitcoin is suitable for you.

U. QUICKBOOKS CONTRACTOR PAYMENTS

The QuickBooks Contractor Payments (the "Contractor Payments Services") means the subscription Services offering an online solution to pay independent contractors and e-file Forms 1099-NEC and/or 1099-MISC as further described in this Part U. If you use the Contractor Payments Services, the following additional terms in this Part U apply (the "Contractor Payments Services Terms").

You may only use the Contractor Payments Services in the United States. For accountants, you must purchase a separate Contractor Payments Services subscription for your own business and

for each client you support using the Contractor Payments Services (each an “Additional Client User”). To the extent applicable, when you act on behalf of your Additional Client User(s), you represent and warrant that you have authority to do so. You and your Additional Client User(s) are jointly and severally responsible for paying your Additional Client User(s) subscription fees, including amounts due to any 3rd parties. Your Additional Client User(s) is/are solely responsible for paying all amounts debited against their account (e.g., payments to the contractors, NSF fees, account closure fees, or reversal fees charged by a bank). As their agent, you agree on behalf of your Additional Client User(s) that they will indemnify Intuit with respect to any claims, liability, and expenses, including reasonable attorneys’ fees and costs arising out of their use of the Contractor Payments Services or breach of the Agreement.

We reserve all rights, including the right to terminate the Agreement for you and any Additional Client Users, in whole or in part in our sole discretion, and we reserve all rights to all other available remedies permitted by law. This includes, but is not limited to, if you have insufficient funds in your linked account to pay amounts due at the time required, or if you refuse to pay. In those circumstances, we may: (i) recover funds from you pursuant to the Recovery Authorizations you granted to us in agreeing to the payment terms; (ii) discontinue the Contractor Payments Services, and/or (iii) immediately freeze, suspend, or terminate your Contractor Payments Services. All sections in these Contractor Payments Services Terms, to the extent permitted by law, shall survive the termination of the Agreement.

Your Responsibilities. You are fully responsible for verifying the identity and work authorization of your independent contractors in accordance with applicable law and all of the information you and your independent contractors submit through the Contractor Payments Services, including for any IRS or other penalties due to incorrect, inaccurate, incomplete or outdated information. You are responsible for verifying the accuracy, timeliness, and completeness of any personal, compensation, or any other information you or your independent contractors provide or directly input via the Contractor Payments Services or any other method. We are entitled to rely upon, and are not obligated to independently verify, any such information, except where required by law. We will not be liable for any penalty, interest or other liability that results from inaccurate or incomplete information you, or your independent contractors may supply. You must submit information we require to provide the Contractor Payments Services, including your company’s tax information, independent contractor payment information, Additional Client User information, and other information we may request. You assume sole responsibility for, and will ensure that your payment information, Content, data, documents or materials used, disclosed, entered into or created using the Contractor Payments Services are accurate, reliable and complete, do not violate the Agreement, and comply with the Office of Foreign Assets Control of the U.S. Treasury and all other applicable laws or regulations.

Except as otherwise stated herein, Intuit will not be liable for any penalty, interest or other liability that results from inaccurate or incomplete information you supply. In the event that Intuit becomes aware of any tax agency information that is inaccurate, Intuit reserves the right to input the correct information. Intuit will not be liable in any way if Contractor Payments Services cannot be performed completely or accurately because of anything not reasonably within our control, including problems with the Internet or inaccurate or incomplete information you provide to us. Notwithstanding anything to the contrary in Section A, if Intuit makes any errors in performing Contractor Payments Services, our only responsibility will be to make the correct payment to the independent contractor or file the correct Form 1099.

You assume full responsibility for the use of the Contractor Payments Services to achieve your intended purposes, for the proper setup and use of the Contractor Payments Services and for verifying results from use of the Contractor Payments Services.

Electronic Signatures. As part of the Services, we may require you to provide your electronic signature to certain forms or documents required by Intuit, state or federal agencies. The actual forms that you will need to sign will vary depending on your business and location. By using the Contractor Payment Services, you acknowledge that you have read the content of the forms, and you hereby authorize Intuit to apply your electronic signature or a rendition of your signature to all required forms. Your signature is effective as of your acceptance to apply your signature to all specified form(s). Your signature on these forms is a requirement to use the Services. If you no longer permit us to use your electronic signature, the Payroll Service will terminate.

Your independent contractor(s) may, but are not obligated to, provide electronic signatures in connection with their use of QuickBooks Self-Employed ("QuickBooks Self-Employed or "QBSE," as described further in Part K") and/or QuickBooks Workforce ("QuickBooks Workforce" or "Workforce," as described further in Part P). Intuit has no responsibility or liability with respect to the content, validity, or enforceability of any of your independent contractor (s) electronic signature(s). Enforceability of electronic signatures varies by jurisdiction. Please consult with your professional advisor to determine applicability to your situation.

1099 Information. The filings of Form 1099-MISC and/or Form 1099-NEC are done by PayCycle, Inc. an affiliate of Intuit Inc. By using Contractor Payments to pay independent contractors, you hereby authorize PayCycle, Inc. to file Form 1099-MISC and/or Form 1099-NEC, on your behalf. You represent and warrant to us that you have obtained all consents necessary under applicable law to provide us with the information required to provide the Contractor Payments Services. You are responsible for determining whether the Contractor Payments Services meets your business' reporting needs, and we are not providing any legal, financial, accounting, tax or other professional advice to you by providing the Contractor Payments Services. For more information about the Contractor Payments Services, visit our [WEBSITE](#).

ACH Debits and Related Authorizations. You authorize Intuit and other authorized third parties to debit your linked account in the amounts necessary to (i) fund your payments, (ii) pay any fees or charges associated with the Contractor Payments Services, (iii) pay any debit, correction or reversing entry initiated, and (iv) pay any other amount that is owing, including for services provided by us to you unrelated to the Contractor Payments Services. You will maintain a sufficient balance in your linked account to pay disbursements, fees, or any other amounts due at the time required.

Payments and Tax Form Services. You are responsible for verifying that all payments to your independent contractors have been received and are accurate.

Funding Timing. Debits will be charged to Your Account (or the Account of your Additional Client User(s), as applicable) up to five (5) business banking days before the pay date and you must have sufficient funds in Your Account to fulfill your Contractor Payments deposit on that date. After that, no interest or earnings will accrue to you and Intuit will hold the money until the Payroll Payments are made. Once your Payroll Payments are complete and submitted you may cancel them until we send them to the ACH network. For all funding speeds, deposit timing

may vary because of third party delays, risk reviews or, to the extent consistent with applicable money transmission laws, issues beyond Intuit's control. The following faster funding feature is subject to eligibility criteria and may not be available in all Services:

Next-Day Deposit. You must send Intuit a request for a deposit before 5:00PM PST for next-day payroll. Deposits processed before 5:00PM PST shall arrive the next business day (excluding weekends and holidays).

Use and Restrictions

- You agree, represent, and warrant that (a) you have received authorization from each person or entity to allow you to make deposit to them and to make any necessary adjustments to their account, as appropriate, (b) at the time any deposit is made you have no actual knowledge that the authorization has been revoked or terminated, and (c) your deposit comply with the laws that apply to them. In case of any reversing entry for a deposit, you will tell the affected person before the entry is sent. You are responsible for maintaining independent contractor authorizations, and all applicable record retention.
- Contractor Payments Services do not include: (a) furnishing physical checks or any form of notice of deductions or deposit to contractors, (b) processing payments to employees or other W-2 workers or deducting and submitting payroll taxes, (c) processing of non-tax-related withholdings, including but not limited to: wage garnishments, retirement account contributions, or insurance premiums.
- There may be restrictions on the number of contractors for whom deposits can be processed.

QBSE/Workforce. Your independent contractor(s) may choose to sign up for QBSE or Workforce, which will allow them to view a limited amount of the deposits data pertaining solely to their services to your company. During the independent contractor onboarding, your contractor(s) may enter their Information (as defined in Part K and/or P) into QBSE or Workforce or you may enter such Information into your Contractor Payments Services account for them. We may use the Information to send an invitation to your contractor(s) to create a QBSE or Workforce account. When your contractor(s) edit certain of their Information in QBSE or Workforce, their profile will be updated in your Contractor Payment Services account. Your contractor(s) must consent to electronically exchanging Information through QBSE or Workforce. Intuit is not responsible for any Information submitted through QBSE or Workforce or liable for any claims related to the amounts paid to contractors. The Information may also be shared in accordance with this Agreement. You agree to the following:

- **Electronic Signature.** Your independent contractor(s) may choose to use the electronic signature service ("E-Sign"), which will allow them to electronically sign and/or certify that the Information submitted through Workforce is true, correct, and complete to the best of their knowledge under penalty of perjury. Each time your independent contractor(s) choose to use E-Sign, the independent contractor expressly (i) affirms that he/she is able to access and view the Information he/she is electronically signing in E-Sign; (ii) consents to conduct business electronically with respect to the transaction contemplated; and (iii) agrees to the use of electronic signatures. Enforceability of electronic signatures varies by jurisdiction. Please consult with your professional advisor to determine applicability to your situation. Intuit has no responsibility or liability with respect to the content, validity, or enforceability of any electronic signature, nor is it responsible or liable for any matters or disputes arising from the submission of any of your independent contractors' Information through Workforce. If required by local law, you are solely responsible for obtaining physical documents containing your independent contractors' Information (e.g., W-9, or other state or local tax forms), and Intuit has no responsibility or liability with respect to such physical documents.
- **Change in Preference.** If your independent contractor(s) elect(s) to manually sign and/or receive Information from electronic to paper format, you must provide email or paper confirmation regarding the independent contractor(s) changed preference. This notice must include the date by which the independent

contractor(s) will begin receiving paper format again. Intuit has no responsibility or liability with respect to obtaining physical copies.

- **Termination of Contract.** If the relationship between your company and your independent contractors) is/are terminated, they will continue to have access to Workforce for 12 months after you cancel your Payroll Service; however, any edits they make to their Information in Workforce after such termination will not update your Contractor Payments account.

1099 Transfer Option. When you sign up for Contractor Payments, you may have the option of sending 1099 information to TurboTax® software or services for the benefit of your independent contractors, as long as you are an active subscriber. This means that 1099 data will be transmitted via an encrypted, secure connection to the TurboTax® servers for automatic download into TurboTax® if your independent contractors elect to use the tax filing software or services and choose to import their 1099 data automatically.

Requests for Information. You agree to provide any information to your independent contractors that such independent contractor requests either directly from you, or requests from Intuit. If your independent contractor requests their compensation information from Intuit, for example, a copy of their payment records, Intuit will fulfill the request to the independent contractor and will provide you with 24 hours advance notice to the email address associated with your Contractor Payments. You agree to indemnify and hold Intuit harmless from any liability resulting from your failure to respond to such requests for information.

Consents to Share Information. Intuit is processing your independent contractors' personal information on your behalf in order to provide these services. You agree to obtain any necessary consents from your independent contractors for Intuit to provide the Contractor Payment Services and to process and share personal information as described in the Agreement and in accordance with the Intuit [Global Privacy Statement](#).

Limited Power of Attorney. You hereby grant Intuit a limited power of attorney to initiate any reasonably necessary actions on your behalf in order to provide you with the Electronic Filing, Direct Deposit, ACH Debit services, and the Contractor Payment Services, as applicable.

Additional Services and Support.

- **Customer Support.** Free customer support may be available by telephone or online, according to our standard practices.
- **Additional Paid Services.** There are additional supplemental services that are available. Additional fees and requirements may apply. These services include but are not limited to support services for tax notices, corrections, amendments, 1099, entity change, cancellations and year-end filings, and reactivations.

V. QUICKBOOKS BILL PAY

The QuickBooks Bill Pay service (the "Bill Pay Service") allows eligible QuickBooks Online customers (as "Payors") to make and schedule payments (a "Bill Payment") to vendors, suppliers and other recipients (as "Payees"). Your use of and access to any content, applications and features offered as part of the Bill Pay Service, an Ancillary Payment Service within Intuit's Money Movement Services, is governed by the terms below and all terms that apply to Money Movement Services (collectively, the "Terms"). You warrant and represent that you will use the Bill Pay Service solely for the payment of goods or services for business purposes, and will not request any Bill Payment for personal, family, or household purposes.

Administrators and Additional Users. You may designate certain QuickBooks Online users as “Administrators” and “Additional Users” of your QuickBooks Online account, you agree and acknowledge that actions undertaken by Administrators or Additional Users are fully authorized by you and that such users will have the authority to (i) add or modify your Funding Sources (as defined below in *Establishing and Selecting a Funding Source*); (ii) designate a Funding Source for a Bill Payment; and (iii) schedule Bill Payments. Only Administrators may add or remove Authorized Users. Unauthorized use of the Bill Pay Service and/or your QuickBooks Online account (including but not limited to, misuse of passwords or misuse of any other information) is strictly prohibited and will result in suspension and/or termination of your ability to use the Bill Pay Service and/or your QuickBooks Online account. You will notify us immediately if you believe that someone is using your QuickBooks Online account or the Bill Pay Service without your permission.

We will process any Bill Payment that we believe was initiated by you, any Administrator or Additional User (collectively, “you”), and you agree that we will not incur any liability for doing so.

Establishing and Selecting a Funding Source. In order to make a Bill Payment, you must: (i) link an eligible bank account (such as a QuickBooks checking account), or such other payment method that we may accept from time to time (the “Funding Source”) to your QuickBooks Online account; (ii) designate any of your linked Funding Sources to pay a specific Bill Payment; and (iii) select a corresponding QuickBooks Online payment account to track your payment information. At this time, we only accept eligible bank accounts issued from or located within the U.S. as a Funding Source. We may add or remove acceptable Funding Sources at any time without notice. When you select a Funding Source in the Bill Pay Service, you will be asked to select a corresponding QuickBooks Online payment account in order to sync and track your payment information accurately in your QuickBooks Online account. You must select the same QuickBooks Online payment account as your Funding Source. If you do not select the same account, your QuickBooks Online account may not correctly reflect your bill payment information.

You can add or change your Funding Source at any time before scheduling your Bill Payment. You can remove a Funding Source in your QuickBooks Online account. When you designate a Funding Source, we may verify whether the Funding Source is valid and has sufficient credit or funds. If we cannot verify your Funding Source, you must designate a new Funding Source in order to use the Bill Pay Service. Whenever a Funding Source is linked to your QuickBooks Online account or designated as a Funding Source for a specific Bill Payment, you certify and warrant that: (i) you have the authority to use the Funding Source and authorize transactions to/from such Funding Source in connection with the Bill Payment, (ii) you have the authority to bind the person or organization under whose authority you are acting in connection with the Bill Payment, (iii) any Bill Payment executed by us (including the corresponding debit or charge credit performed by the financial institution that administers the Funding Source) in accordance with your Payment Instructions (as defined below in *Accuracy of Payment Instructions*) provided to the Bill Pay Service shall be deemed an authorized transaction; and (iv) that such Funding Source was opened or established primarily for business purposes and not primarily for personal, family or household purposes.

You agree at all times to keep your Funding Source information accurate and up-to-date. You will maintain sufficient credit or funds to satisfy all Bill Payments on their Withdrawal Date,

and you agree to add credit and/or funds immediately if we notify you that your Funding Source has insufficient credit or funds. We may receive updated information about your Funding Source directly from your Funding Source provider (such as your bank or other financial institution), and you agree that we may automatically update and use such updated Funding Source information for any pending or future Bill Payments. In addition to any other applicable terms set by your Funding Source provider (including the applicability or inapplicability of any rewards or interest rates), you agree that you are solely responsible for any fees (such as cash advance fees or overdraft fees) that your Funding Source provider may charge you for using such Funding Source in connection with the Bill Pay Service.

Selecting a Payee. Payees can include:

- Existing QuickBooks Online customers who have provided their bank account information to receive Bill Payments directly through the Bill Pay Service (“In-Network Payees”); and
- A non-QuickBooks Online customer, or a QuickBooks Online customer for which QuickBooks Online does not have their bank account information to receive Bill Payments by electronic funds transfer or that has not agreed to receive Bill Payments directly through the Bill Pay Service (“Out-of-Network Payees”).

When scheduling a Bill Payment, you can choose either an In-Network Payee or provide information for an Out-of-Network Payee. In either case, you must provide all information necessary to correctly identify the Payee and for us to process a payment to the Payee including, as applicable, the Payee’s identity/name, address (for delivery of checks), bank routing and account number (for ACH payments), and any other additional information which we may require to process the Bill Payment (collectively, “Payee Information”). By providing Payee Information, you represent and warrant that you have obtained all necessary authorizations or consents from the Payee to share such information with us and to initiate a Bill Payment to the Payee.

The Bill Pay Service does not support payments to all types of payees. For example, you may not send a Bill Payment to payees outside of the U.S. or to certain government agencies for certain types of payments (such as tax payments or certain court-ordered payments). At our sole discretion, we reserve the right to refuse to make payments to any Payee at any time regardless of whether we initially accepted the scheduling of a Bill Payment, in which case we will endeavor to notify you using commercially reasonable practices. In addition, when you send a Bill Payment, the Payee is not obligated or required to accept such payment.

We have no responsibility regarding your interactions, obligations or agreements with your Payees, including but not limited to payment terms, the proper and timely delivery of goods or services, or any associated liability (including disputes, refunds, returns, chargebacks, invoicing errors or other questions about your bill or Bill Payment) which may arise. You acknowledge that your use of the Bill Pay Services does not alter or affect your agreement with any Payee, including payment terms, deadlines, fees or/and refunds. We do not endorse, recommend, or bear any responsibility or liability for any products, services or information provided by a Payee.

Choosing a Method of Payment to Payee. For each Bill Payment, you must select the method by which a Payee will be paid (“Payment Method”). The type of Payment Method that a Payee is eligible to receive may depend on whether the Payee is an In-Network Payee or Out-of-

Network Payee. We may add or remove available Payment Methods at any time without notice and without any liability. We will let you know what Payment Method(s) are available for a particular Payee at the time you schedule a Bill Payment.

Bank Payment (ACH). If you select “Bank Payment (ACH)” as the Payment Method, we will remit the Bill Payment to the Payee as an electronic ACH credit to the Payee’s bank account, in accordance with the Payment Instructions (as defined below in *Accuracy of Payment Instructions*) and the rules established by Nacha (the “Nacha Rules”). You agree to comply with all applicable Nacha Rules including, but not limited to, the Nacha Rules regarding you acting as an Originator (as defined by the Nacha Rules). You are responsible for all claims, demands, losses, liabilities and expenses (including attorneys’ fees and costs) that result directly or indirectly from your failure to perform your obligations under the Nacha Rules and you agree to indemnify us for the same.

Checks. If you select “Check” as the Payment Method, we will mail a paper check to the Payee’s mailing address you provided. The paper check will contain the applicable Payment Instructions you provided, including any notes enabling the Payee to match the Bill Payment to a specific invoice. In addition to the paper check, we may include solicitation materials about us and our Services including the Bill Pay Service.

Scheduling a Bill Payment. When you schedule Bill Payment, you must select (i) a Payment Method and (ii) an available date on which we will debit your Funding Source (“Withdrawal Date”) in order to initiate payment to the Payee. On a Bill Payment’s Withdrawal Date, we will debit or charge your designated Funding Source and deposit your funds with IPI. After the funds clear from your designated Funding Source, we will then remit the Bill Payment to the Payee using the Payment Method you selected. Please note that it may take 2-3 Business Days from the Withdrawal Date for the funds to reflect as withdrawn from your Funding Source.

Based on your selected Withdrawal Date and Payment Method, we will provide you an estimated delivery date for when the Payee may receive the payment based on the applicable Payment Method. Estimated delivery dates are provided for your convenience only and are not guaranteed. We will use commercially reasonable efforts to meet the estimated delivery date, but we do not represent or guarantee that any Bill Payment will be received by Payee on such estimated delivery date or any date, or that Payee will accept the Bill Payment. A Bill Payment may be delayed by various factors, including payment reviews initiated by us (see “*Bill Payment Review*” below) and other factors outside our control. You agree that we will have no liability (including for interest, late fees or other penalties that you may incur) if a Bill Payment is received after your payment due date or if such Bill Payment is not accepted by the Payee.

If you cancel your QuickBooks Bill Pay subscription or your QuickBooks Online subscription, you will no longer be able to send Bill Payments and you will not have access to the QuickBooks Bill Pay Service after the end of your billing cycle. Any scheduled but not yet processed Bill Payment will be canceled at the end of your billing cycle.

You are solely responsible for selecting a Withdrawal Date and a Payment Method that allows sufficient time for the funds from your Funding Source to clear and for the Bill Payment to be received by or delivered to the Payee on or prior to your payment due date. IPI’s obligations with respect to such payment are satisfied when the funds are settled to the Payee’s account.

Accuracy of Payment Instructions. “Payment Instructions” means any information used to identify your Funding Source, the Payee Information, the Bill Payment amount, the Payment Method and the Withdrawal Date, and any other relevant information, all of which you provide, select, confirm or approve when you schedule a Bill Payment.

You are responsible for ensuring the completeness and accuracy of all Payment Instructions, including Payee Information for any Out-of-Network Payee. When you select an In-Network Payee, you are responsible for selecting the correct Payee and verifying that the Payee Information provided to you for confirmation is correct. You must review and approve all Payment Instructions when scheduling a Bill Payment. We will use commercially reasonable efforts to process your Bill Payment according to your Payment Instructions. Your failure to (a) provide complete and accurate Payment Instructions or (b) select the correct Payee may result in delays, errors, loss of funds, and additional charges (such as for insufficient funds). You may not be able to recover payments sent to the wrong Payee or based on inaccurate Payment Instructions (including Payee Information).

We are entitled to rely upon, and are not obligated to independently verify the accuracy of any Payment Instructions you provide to us. You will ensure that your Payment Instructions provided as part of your use of the Bill Pay Service do not violate the Terms or the Agreement and comply with all applicable laws or regulations. You agree we are not liable for any liability, loss or damage resulting from our processing of a Bill Payment in accordance with your Payment Instructions, even if it results in late payment or non-payment.

Bill Payment Authorization. With respect to each Bill Payment that you schedule, you authorize us to (i) charge or debit your Funding Source for the Bill Payment amount on the Withdrawal Date (and, if necessary, make adjusting credits or debits to your Funding Source to correct errors or return funds to you in accordance with the Nacha Rules); and (ii) process the Bill Payment in accordance with your Payment Instructions.

You also represent, warrant and covenant that (a) the designated Funding Source will have sufficient funds on the Withdrawal Date to satisfy the entire Bill Payment amount; (b) the Bill Payment is for a business purpose to pay for an obligation owed to the Payee for the provision of goods or services; and (c) the Bill Payment does not relate to any activity prohibited by the Terms or our [Acceptable Use Policy](#).

Bill Payment Review. To prevent fraud and comply with our legal obligations, we may ask for additional information from you and/or from third parties in connection with your Bill Payment. During the review process, we may temporarily limit or restrict your ability to use the Bill Pay Service (including to schedule a Bill Payment) for as long as reasonably required to conduct an appropriate investigation or inquiry regarding you, the Payee, the Bill Payment, and any other relevant circumstances and factors. We may also temporarily decline to accept or process your Bill Payment(s). You acknowledge that our ability to efficiently and effectively review your Bill Payment depends on your cooperation, and if you do not cooperate with our review process in a timely manner, your Bill Payment may be delayed or declined. You agree that we will not be liable for any liability, loss or damage due to delayed, incomplete, or insufficient responses from you.

We reserve the right, at our sole discretion, to: (i) limit or refuse your use of the Bill Pay Service, (ii) refuse or stop a Bill Payment, (iii) determine the eligibility of a Payee (whether In-Network Payee or Out-of-Network Payee) to receive a Bill Payment, (iv) impose limitations or

restrictions on the amount, frequency, and timing of Bill Payments; (v) decline to make Bill Payments available to any potential user; or (vi) otherwise deny your use of the Bill Pay Service.

Prohibited Activities. You may not use the Bill Pay Service in any manner prohibited under the Terms or our [Acceptable Use Policy](#) (collectively, “Prohibited Activities”). Prohibited Activities include, but are not limited to, restricted uses (see *Restricted Use of the Services* in Section A of the Agreement) and use of the Bill Pay Service for any of the following:

- Payments or expenditures primarily for personal, family or household use;
- Payments to third parties other than for the purchase of goods or services (*i.e.*, no donations or peer to peer payments);
- Payments for goods or services provided by a third party that is not the Payee;
- Activities that violate the law, payment network rules (including Visa, Mastercard and the Nacha Rules) or involve fraud or fraudulent intent;
- Any activity that would cause you to breach or violate the Terms or any other terms or agreement you have with us; or
- Activities that create unreasonable risk (financial, reputational, or otherwise) to us, other QuickBooks Online customers, the Bill Pay Service or any of our other Services, including:
 - knowingly scheduling Bill Payments using false, inaccurate, or incomplete information;
 - maintaining or using multiple QuickBooks Online accounts to circumvent the Terms or any limits that we may impose on any Bill Payment or your use of the Bill Pay Service;
 - allowing unauthorized individuals or entities to access or use the Bill Pay Service;
 - using an anonymizing proxy;
 - using the Bill Pay Service in a manner that results in, or may result in, complaints, disputes, claims, chargebacks, fees, fines, penalties and/or other liability to us or any other third party; or
 - using any robot, spider, other automatic device, or manual process to access, monitor or copy any aspect of the Bill Pay Service without our prior written permission.

If we, at our sole discretion, suspect or determine that you are engaged in any Prohibited Activity, in addition to any other rights we may have under the Terms or any other agreement we have with you, we reserve the right to immediately take any action we deem necessary or appropriate to avoid risk or harm to us, the Bill Pay Service, our other Services, other QuickBooks Online customers, and/or Payees. Such actions may include, without limitation:

- suspending or terminating your access to the Bill Pay Service, any other Service and/or your QuickBooks Online account;
- declining, suspending or canceling any pending Bill Payments;
- placing a hold on any funds owed to you, whether through the Bill Pay Service or another Service;
- attempting to reclaim funds paid to any Payee;
- contacting your Funding Source provider, or notifying Payees, law enforcement, or impacted third parties of your actions; or
- taking legal action against you.

Canceling or Stopping a Bill Payment. You may be able to cancel or otherwise stop a Bill Payment before payment is made to a Payee. You are responsible for all other fees, charges and other costs when attempting to place a stop payment request on your Bill Payment, and you agree not to hold us liable for any costs you or the Payee may incur.

Cancel a Bill Payment. You may submit a cancellation request for a Bill Payment, please see [Bill Pay Help Center](#) for instructions on how to cancel a Bill Payment. If you submit a

cancellation request prior to the Bill Payment's Withdrawal Date, we will use commercially reasonable efforts to cancel your Bill Payment. In some cases, you will not be able to cancel a scheduled Bill Payment. For example, we may not be able to cancel a Bill Payment if the Bill Payment is set to be processed on the same day or if the Bill Payment has already been processed for payment. If we are able to successfully cancel your Bill Payment before it is processed, we will cancel any charge or debit to your Funding Source and you will not be charged any fees by us. If we are not able to cancel your Bill Payment, your Bill Payment will be processed and will be charged the applicable fee (which will not be refunded to you), and you will need to contact the Payee to request a refund.

Requests to Stop Check Payment. We will use commercially reasonable efforts to enable you to stop a Bill Payment using a paper check prior to the check being processed for printing and mailing. If we have already mailed a paper check to the Payee, please reach out to an expert via the Help Center in order to submit a stop payment request. We will use commercially reasonable efforts to accommodate your stop payment request, but we do not warrant or guarantee that your stop payment request will be applied before the Payee deposits the paper check, funds settle to the Payee's account or the paper check otherwise clears. You agree that we will have no liability if your stop payment request fails. If we are able to place a stop payment request on a paper check, we will refund to you the Bill Payment amount that we may have charged to or debited from your Funding Source but we will not refund you any applicable fees. You should also inform the Payee not to attempt to deposit the check as they may be charged a fee by their bank, which the Payee may assign to you.

Failed Bill Payments. A Bill Payment may fail for a number of reasons, including but not limited to:

Declined Funding Source. On the Withdrawal Date, we will attempt to charge or debit your Funding Source in the amount of the Bill Payment. If your Funding Source is declined for any reason, we may also, in our sole discretion, reinitiate a charge or debit your Funding Source for the Bill Payment amount after the Withdrawal Date in accordance with the Nacha Rules. If we are unable to debit the Funding Source, we will not process your Bill Payment and no payment will be made or delivered to the Payee. We will notify you of the failure to process your Bill Payment in the Bill Pay Service or via email to the email address associated with your account.

If we send a Bill Payment to a Payee and your Funding Source is declined after the Bill Payment is sent, you agree to reimburse us for any corresponding loss immediately upon demand, plus any fees or charges that we may incur in collecting such loss. We reserve the right to recover such loss by debiting the Funding Source at a subsequent time, charging or debiting another payment card or account linked to your QuickBooks Online account, or withholding funds from any accounts owed to you as a QuickBooks Online customer, whether in connection with the Bill Pay Service or any other Service. You are responsible for any penalties, fees and other charges that we or your Funding Source provider may impose on you due to the insufficient credit or funds of your Funding Source.

Returned Bill Payments. A Payee, or the Payee's bank, may decline your Bill Payment. For example, the Payee may block all electronic payment credits to their bank account, or the Payee's bank may not recognize the bank account identified in the electronic payment file. A Payee may reject a mailed paper check (for example, mark as return to sender), or the United States Postal Service may return the mailing as undeliverable. We will use commercially reasonable efforts to provide you with notice of any returned Bill Payments and to offer you the

option to void and reissue the payment. You agree that we are not liable for any liability, loss or damage resulting from a returned Bill Payment, whether or not we have notified you of such returned payment. Unless otherwise directed by you, we will void any Bill Payment returned to us and, as applicable, credit back the returned payment amount to your Funding Source (less any applicable fees).

Unauthorized Bill Payments. You are solely responsible for the use of the Bill Pay Service and you agree to be liable for any unauthorized Bill Payments made from your QuickBooks Online account. You should notify us immediately if you believe that your QuickBooks Online account has been accessed or used to make unauthorized Bill Payments. We will use commercially reasonable efforts to assist you in canceling any unauthorized pending or scheduled Bill Payments; however, we make no warranties or guarantees that we will be able to cancel such pending or scheduled Bill Payments.

Except as permitted by the Terms, you agree not to attempt to recover from your Funding Source provider any Bill Payment funds that were charged to or debited from your Funding Source, such as by requesting a funds reversal through your account-holding financial institution or similar means of recovery (collectively, a “Dispute”). In the event of a dispute between you and a Payee, you agree to seek any refund or adjustment directly from the Payee and not through the Bill Pay Service or your Funding Source provider. Nevertheless, if you initiate a Dispute and recover funds to your Funding Source, you agree to assign to us any claims against your Payee associated with such Dispute. You further agree that we may, in our discretion, contact your Payee directly to request reimbursement for any payment that has been transmitted to the Payee and for which you have initiated a Dispute. If we are not able or decide not to pursue recovery of funds from your Payee, you authorize us to collect the Dispute amount, plus any applicable fees that we may incur due to the Dispute, from you by (1) charging or debiting your Funding Source or any other payment card or account linked to your QuickBooks Online account or (2) withholding from any amounts owed to you as a QuickBooks Online customer, whether in connection with the Bill Pay Service or any other Service.

Fees. Based on your membership subscription tier and your billing date, you may be assessed a transaction fee when we process your Bill Payment on the Withdrawal Date and a monthly subscription fee (collectively, the “Bill Pay Fees”). You agree to pay the Bill Pay Fees applicable to your use of the Bill Pay Service, which will be disclosed to and accepted by you when you sign up for the Bill Pay Service and when you schedule a Bill Payment, as applicable. Bill Pay Fees vary depending on a number of factors, including the Payment Method used to pay a Payee and your membership subscription tier. You will be invoiced for Bill Pay Fees along with other amounts that you owe as a QuickBooks Online customer. All subscription fees will be charged at the beginning of your billing cycle and all transaction fees will be charged at the end of your billing cycle. You may change your membership subscription tier at any time. Changes to your Bill Pay Fees will take effect immediately and your monthly subscription fees will be prorated based on the date you request the change. You may cancel your monthly subscription at any time by unsubscribing from the Bill Pay Service from your Billing & Subscription Page. Please see [Bill Pay Help Center](#) for more information about how to cancel and “*Payments & Cancellations*” in Section A for more information about your subscription fees including cancellations.

We will use commercially reasonable efforts to maintain a current listing of Bill Pay Fees in our [Bill Pay Help Center](#); however, you agree to pay the Bill Pay Fees that you accept at the

time you schedule your Bill Payment. We reserve the right to update the Bill Pay Fees at any time. You are responsible for any applicable taxes arising from your use of the Bill Pay Service, and any and all fees, fines, penalties and other liability incurred by you, us or a third party caused by or arising out of your breach of the Terms and/or your use of the Bill Pay Service. You agree to reimburse us for any and all such liability.