

**INTUIT FOR EDUCATION PLATFORM
TERMS OF SERVICE
LAST REVISED ON: 09.28.23**

Welcome to Intuit for Education Platform, our web-based educational site dedicated to personal and financial literacy (the “**Platform**” or “**Service**”).

Intuit Inc. (“**Intuit**,” “**we**,” “**us**” or “**our**”) makes educational tools and resources focused on personal and financial literacy available via the Platform , accessible at <http://education.intuit.com/>, to educational and institutional customers, e.g., high schools and institutions of education (each, an “**Enterprise Customer**”) and the students, teachers, and administrative users authorized by such Enterprise Customers (each, an “**Enterprise User**”), as well as directly to individuals who are age thirteen (13) or older and access the Platform on their own (each such other user, a “**Public User**”). Enterprise Users and Public Users are collectively referred to herein as the “**Users**,” “**you**” or “**yours**”.

PLEASE READ THESE TERMS OF SERVICE AGREEMENT (“**TERMS**”) CAREFULLY. THESE TERMS ARE A LEGAL CONTRACT BETWEEN YOU, WHETHER YOU ARE AN ENTERPRISE USER OR A PUBLIC USER, AND INTUIT. These Terms govern your use of the Platform and any other Intuit product or service that contains a link to these Terms, including any website or application operated by or on behalf of Intuit with a link to these Terms, Platform and any content, information, services, features, or resources available or enabled through any such products or services (collectively, the “**Services**”).

SUPPLEMENTAL TERMS AND ENTERPRISE CUSTOMER AGREEMENTS

Your use of the Services may be subject to any additional terms, conditions, and policies that we separately post on the Services and any agreements that you have separately executed with Intuit (“**Supplemental Terms**”) which are incorporated by reference into these Terms (together with any Supplemental Terms), the “**Agreement**”. To the extent there is any conflict between these Terms and any Supplemental Terms, the Supplemental Terms will control with respect to the services or features to which the Supplemental Terms relate.

In addition, if you are an Enterprise User, that means you have been granted access to the Services as a result of an agreement between Intuit and the Enterprise Customer that granted you access or authorized Intuit to grant you access to the Services. Under our agreement with the Enterprise Customer (the “**Enterprise Customer Agreement**”), we have committed to deliver the contracted-for services to the Enterprise Customer and you. If you are an Enterprise User, you acknowledge and agree your access and use of the Services is subject to the terms of the Enterprise Customer Agreement. In such a case, the Enterprise Customer may control and administer the implementation of the Services and any account you create on the Services (“**Account**”), including controlling privacy-related settings, provisioning or deprovisioning access to the Services (or parts thereof), enabling or disabling third-party integrations, and managing permissions. Your Enterprise Customer can also access and process your data and the contents of your communications and files associated with your Account. If an Enterprise Customer provides you with access to the Services, and creates any additional policies, your use of the Services is subject to the Enterprise Customer policies. Should you have any questions about the policies of your Enterprise Customer, or the implementation of the Services please contact them directly.

ACCEPTANCE

BY CLICKING “I ACCEPT,” OR OTHERWISE ACCESSING OR USING THE SERVICES, OR ANY PORTION THEREOF, YOU ACKNOWLEDGE AND AGREE THAT: (a) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT; AND (b) YOU ARE NOT A PERSON OR ENTITY BARRED FROM USING THE SERVICES UNDER THE LAWS OF THE UNITED STATES, YOUR PLACE OF RESIDENCE OR ANY OTHER APPLICABLE JURISDICTION. YOU FURTHER REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THE AGREEMENT (ON BEHALF OF YOURSELF AND, AS APPLICABLE, THE ENTITY THAT YOU REPRESENT). **IF YOU ARE A PUBLIC USER UNDER THE AGE OF EIGHTEEN (18) YEARS OLD, YOU AGREE THAT YOU HAVE REVIEWED THE**

AGREEMENT WITH YOUR PARENT OR LEGAL GUARDIAN, AND HE OR SHE AGREES ON YOUR BEHALF AND TAKES FULL RESPONSIBILITY FOR YOUR COMPLIANCE WITH THE AGREEMENT. IF THE INDIVIDUAL ENTERING INTO THE AGREEMENT OR OTHERWISE ACCESSING OR USING THE SERVICES IS DOING SO ON BEHALF OF, OR WITHIN HIS OR HER CAPACITY AS A REPRESENTATIVE, AGENT, OR EMPLOYEE OF AN ENTITY, OR ENTERPRISE CUSTOMER, SUCH INDIVIDUAL AND SUCH ENTITY AGREE THAT: (i) THE TERM “YOU” AND “YOUR” AS USED HEREIN APPLY TO SUCH ENTITY AND SUCH INDIVIDUAL; AND (ii) THAT THE INDIVIDUAL ENTERING INTO THE AGREEMENT HAS THE POWER, RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THE AGREEMENT ON BEHALF OF SUCH ENTITY. IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MAY NOT ACCESS OR USE ANY PORTION OF THE SERVICES.

THE SERVICES ARE NOT INTENDED FOR USE BY INDIVIDUALS UNDER THE AGE OF THIRTEEN (13). IF YOU ARE UNDER THE AGE OF THIRTEEN (13) YEARS OLD, YOU MAY NOT USE THE SERVICES OR ACCEPT THE AGREEMENT.

IMPORTANT INFORMATION ABOUT ARBITRATION, CONSENTS AND UPDATES TO THE AGREEMENT

SECTION 15 OF THESE TERMS CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND INTUIT HAVE AGAINST EACH OTHER WILL BE RESOLVED, INCLUDING WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THE AGREEMENT. SECTION 15 CONTAINS, AMONG OTHER THINGS, AN AGREEMENT TO ARBITRATE, WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND INTUIT BE RESOLVED BY BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE AGREEMENT: (a) YOU AND INTUIT WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST THE OTHER PARTY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND EACH OF US WAIVES OUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (b) EACH OF US IS WAIVING OUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

PLEASE BE AWARE THAT SECTION 7 (INTUIT COMMUNICATIONS) OF THESE TERMS SET FORTH YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING VIA E-MAIL, SMS/TEXT MESSAGES AND PUSH NOTIFICATION.

THE AGREEMENT IS SUBJECT TO CHANGE BY INTUIT IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Intuit will make a new copy of these Terms available on the Platform, and any new Supplemental Terms will be made available from within, or through, the affected Services. We will also update the “Last Updated” date at the top of these Terms. If we make material changes to the Agreement, we may (and, where required by law, will) also provide notification of changes in another way that we believe is reasonably likely to reach you, such as via e-mail if you have an Account or another manner through the Services (which may include posting an announcement on the Platform). Intuit may require you to provide consent to the updated Agreement in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE PLATFORM TO VIEW THE THEN-CURRENT TERMS.

1. ENTERPRISE AND PUBLIC USERS. Certain features of the Services may be made available to Enterprise Customers and their Enterprise Users, while others may be accessed by Public Users.

2. USE OF THE SERVICES.

2.1 Rights to use the Services. The Services, and any parts thereof, including the Platform, are protected by copyright laws throughout the world. Subject to the Agreement and your role (e.g., as a student user or educator authorized by an Enterprise Customer or as a Public User), Intuit grants you the right to access and use the features and functionality of the Platform, as well as a limited license to reproduce portions of the Platform for the sole purpose of using the Services for your personal educational purposes (or if you are an entity, your non-commercial educational purposes). Unless otherwise specified by Intuit in a separate license, your right to use any part of the Services is subject to the Agreement. Intuit, its suppliers, and service providers reserve all rights not granted in the Agreement. Any unauthorized use of any part of the Services terminates the licenses granted by Intuit pursuant to the Agreement.

2.2 Updates. You understand that the Services are evolving. You acknowledge and agree that Intuit may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services. Any future release, update or other addition to the Services will be subject to the Agreement.

2.3 Certain Restrictions. By accessing and using the Services you agree that you will not, and will not permit any third party to: (a) license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services or any portion thereof, including the Platform, or any content displayed thereon, except as expressly provided for herein; (b) use any metatags or other “hidden text” using Intuit’s name or trademarks; (c) frame or utilize framing techniques to enclose any trademark, logo, or other Intuit content (including images, text, page layout or form) of Intuit; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) access or use the Services in order to benchmark or build a similar or competitive website, product, or service; and (f) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages or components of the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from web pages in the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials). All copyright and other proprietary notices on the Services (or on any content displayed thereon) must be retained on all copies thereof.

2.4 No Support or Maintenance; Necessary Equipment. You acknowledge and agree that Intuit will have no obligation to provide you with any support or maintenance in connection with the Services (unless you are an Enterprise User associated with an Enterprise Customer that has contracted with us to receive such support or maintenance, in which case Intuit will provide support under that agreement). You are solely responsible for any expenses, including Internet connection or mobile fees, that you incur when accessing the Services.

2.5 Use by Children Under 13. We do not knowingly collect or solicit any personal information from children under the age of thirteen (13). Children under the age of thirteen (13) are prohibited from using the Services or creating an Account. If we learn that we have collected personal information from a person under the age of thirteen (13), we will delete that information as soon as reasonably practicable. If you believe that a child under the age of thirteen (13) has provided personal information to us, please contact us as soon as possible at education@intuit.com.

2.6 Ownership. Excluding any User Content (defined in Section 5.1 below) that you may provide, you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services and its content are owned by Intuit or Intuit’s suppliers. Neither the Agreement (nor your access to the Services) transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 5.2. Intuit and its suppliers reserve all rights not granted in the Agreement. There are no implied licenses granted under the Agreement.

3. REGISTRATION AND ACCOUNTS

3.1 Registration and Account Creation. To access and use certain features of the Services, you will need to register and create an Account and provide certain information about yourself as prompted by the Account registration form, including (but not limited to) an email address and password. You agree to provide information required for your use of the Services that is, and to update such information so it remains true, accurate, current, and complete. Intuit reserves the right to establish eligibility criteria to use the Services, and in some cases, at our sole discretion, to impose limitations or restrictions on or otherwise deleting certain Accounts.

3.2 Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Intuit of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. You agree not to create an Account using a false identity or false information, or on behalf of someone other than yourself. You agree that you shall monitor your Account and accept full responsibility for any unauthorized use of

your Account by someone other than yourself. Intuit cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

3.3 Changing Enterprise User to Public User Accounts. A User who was originally an Enterprise User may, under certain circumstances, convert his or her individual Enterprise User Account to a Public User Account by emailing customer service at education@intuit.com. Once the conversion takes place, the newly converted Public User Account will not be accessible by the Enterprise Customer with which the User had been associated.

4. NO CHARGE SERVICES. Access to and use of the Platform and the Services are currently provided free of charge to Users; however, Intuit retains the right to change its fee structure for any of the Services in the future. Intuit will provide notice if it begins to charge fees for any of these Services.

5. USER CONTENT

5.1 User Content. “User Content” means any and all information and content that a User submits to, or uses with, the Services (e.g., information you include in your profile and content you upload into or create through use of a feature on the Platform). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate Section 6. You further represent that, subject to any rights in your User Content that are retained by the Enterprise Customer that authorizes your use of the Services (if you are an Enterprise User), you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display your User Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in your User Content. You may not represent or imply to others that your User Content is in any way provided, sponsored, or endorsed by Intuit. Because you are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates Section 6. Intuit is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

5.2 License. With the exception of Enterprise Users, whose User Content is subject to the terms of the Customer Agreement that authorizes use of the Services, you hereby grant (and you represent and warrant that you have the right to grant) to Intuit an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes operating the Platform and providing the Services, including by making your User Content available to other Users to the extent you elect to share such content with other Users. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

5.3 Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate Section 6 or any other provision of the Agreement or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 13 and/or reporting you to law enforcement authorities, and, if you are an Enterprise User, the Enterprise Customer that authorized your use of the Services. If you are an Enterprise User, you acknowledge and agree that we may take any of the actions described in this Section 5.3 at the direction of the Enterprise Customer with which you are affiliated.

5.4 Your Data. Intuit is subject to certain laws and regulations, some of which are described herein. Please visit our Privacy Statement for more information on how we collect, use, and safeguard certain personal information in connection with the operation of the Services. If you are an Enterprise User, our collection, use and safeguarding of your personal information will be subject to any data protection obligations agreed to in our Enterprise Customer Agreement with the Enterprise Customer that authorized your use of the Services and, where applicable, that Enterprise Customer’s privacy policy. Should you have any questions about the data protection

policies of your Enterprise Customer or the implementation of the Services by that Enterprise Customer, contact them directly.

5.5 Feedback. If you provide Intuit with any feedback, ideas or suggestions regarding the Services (“**Feedback**”), you hereby assign to Intuit all rights in such Feedback and agree that Intuit shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Intuit will treat any Feedback you provide to Intuit as non-confidential and non-proprietary. Because the Feedback is collected in an anonymized manner, Intuit is not responsible or liable for any Feedback that is submitted. Use of any student Enterprise User feedback shall be governed by the terms of the Enterprise Customer

5.6 Community Forums. Enterprise Users who are teachers or administrators, may choose to communicate with other Educators through our Educator Community (“Community”). Intuit does not support and is not responsible for the Content in the Community. Please be respectful when you interact with other users. Intuit reminds Enterprise Users to comply with their individual school protocols and guidelines regarding sharing student Personal Information and any other proprietary or confidential information with other members of these Communities. Intuit is not responsible for, nor will it moderate the Community for the purposes of reviewing/removing Personal Information and/or other proprietary or confidential information. 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 to the Community or Platform. Feedback you provide for improving the Community or our Platform may be used freely by us. 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 Community or Platform, other products or services, advertising or marketing.

6. ACCEPTABLE USE POLICY. You agree not to: (a) use the Services to upload, transmit, display, or distribute any User Content that (i) violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; or (ii) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party, or is otherwise objectionable; (b) upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (c) send through the Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (d) abuse other Users’ personal information that you receive through the Services, such as to harvest, collect, gather or assemble information or data regarding other Users, including e-mail addresses, without their consent; (e) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or procedures of such networks; (f) attempt to gain unauthorized access to the Services (or to other computer systems or networks connected to or used together with the Services), whether through password mining or any other means; (g) interfere with any other User’s use and enjoyment of the Services; (h) impersonate any person or entity, including any employee or representative of Intuit; (i) record any training sessions or virtual workshops that occur on the Platform or otherwise screen capture content that is made available to you on the Platform, including any content made available to you in connection with any training sessions or virtual workshops; or (j) use software or automated agents or scripts to produce multiple accounts on the Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Services (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Platform for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

7. INTUIT COMMUNICATIONS.

7.1 Text Message Services. You may have the opportunity to provide us with your phone number to receive SMS/text messages. By providing your phone number to us, for the purposes of receiving text messages, you consent to receive SMS/text messages from Intuit, which may include communications about your use of the

Services. Enterprise Users, who are students, will not be given the option to provide their phone number or receive SMS/text messages.

7.2 Promotional Email Communications. If you are a teacher, administrator, or other non-student authorized Enterprise User, using the Platform under an Enterprise Agreement, you agree to receive marketing or promotional email communications from us, but you will have the ability to opt out of receiving such communications by following the unsubscribe instructions in the communication itself. YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL EMAILS AS A CONDITION OF USING THE SERVICES. CONSENT TO THESE PROMOTIONAL MESSAGES IS NOT REQUIRED TO ACCESS THE PLATFORM OR SERVICES. Enterprise Users, who are students, will not receive nor will they be given the option to provide their email address for promotional email communications.

7.3 Electronic Communications. The communications between you and Intuit use electronic means, whether you use the Services or send us emails, or whether Intuit posts notices on the Services or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Intuit in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Intuit provides to you electronically satisfy any legal requirement that such communications would satisfy if they were to be in a hardcopy writing. The foregoing does not affect your non-waivable rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq.

8. INDEMNIFICATION. To the extent permissible under applicable law, you agree to indemnify and hold Intuit (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim, demand, action or proceeding made or brought by any third party due to or arising out of (a) your use of or inability to use the Services, (b) your User Content, (c) your violation of the Agreement, or (d) your violation of applicable laws or regulations. Intuit reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any such claim without the prior written consent of Intuit. Intuit will use reasonable efforts to notify you of any such claim upon becoming aware of it.

9. THIRD-PARTY LINKS AND APPLICATIONS; OTHER USERS

9.1 Third-Party Links and Applications. The Services may contain links to third-party websites and services, and applications for third parties (collectively, "**Third-Party Links and Applications**"). Such Third-Party Links and Applications are not under the control of Intuit, and Intuit is not responsible for any Third-Party Links and Applications. Intuit provides access to these Third-Party Links and Applications only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links and Applications. You use all Third-Party Links and Applications at your own risk and should apply a level of caution and discretion in doing so. When you click on any of the Third-Party Links and Applications, the applicable third-party's terms and policies apply, including the third-party's privacy and data gathering practices. You should carefully review all third-party site terms and policies before proceeding with any use or transaction in connection with such Third-Party Links and Applications.

9.2 Other Users. Each User is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by other Users. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Users are solely between you and such Users. You agree that Intuit will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any User, we are under no obligation to become involved; provided, however, we reserve the right to intercede in such disputes at our sole discretion.

10. Release. You hereby release and forever discharge Intuit (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Services (including interactions with any other users of the Services or any Third-Party Links and Applications).

If you are a California resident, you hereby waive California Civil Code 1542 in connection with the foregoing, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by Intuit or for fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Services.

11. DISCLAIMERS

THE CONTENT MADE AVAILABLE TO YOU THROUGH THE PLATFORM AND AS PART OF THE SERVICES IS PROVIDED FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY, AND SHOULD NOT BE CONSTRUED AS LEGAL, TAX, ACCOUNTING, FINANCIAL, OR INVESTMENT ADVICE ON ANY SUBJECT MATTER. YOU SHOULD NOT ACT OR REFRAIN FROM ACTING ON THE BASIS OF ANY CONTENT OBTAINED ON OR THROUGH THIS PLATFORM OR AS PART OF THE SERVICES, 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 AVAILABLE THROUGH THE SERVICES WILL CONTINUE TO BE ACCURATE, NOR THAT THEY ARE COMPLETELY FREE OF ERRORS WHEN PUBLISHED. USERS SHOULD VERIFY STATEMENTS BEFORE RELYING ON THEM.

THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND NO GUARANTEES REGARDING OUTCOMES OR PERFORMANCE. WE HAVE NO LIABILITY FOR RESULTS IN CONNECTION WITH THE SERVICES OR THE ACTIONS OR OMISSIONS OF ANY USER. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT WHETHER PROVIDED BY INTUIT OR ANOTHER USER OF THE SERVICES. INTUIT (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE DATE OF YOUR FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF CERTAIN WARRANTIES, INCLUDING IMPLIED WARRANTIES, SO THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

12. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL INTUIT (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT, OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THE AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES OR ANY PART THEREOF, EVEN IF INTUIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, INCLUDING DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THE AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL

TIMES BE LIMITED TO FIFTY (\$50) DOLLARS. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THE AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. THE LIMITATIONS OF DAMAGES SET FORTH IN THIS SECTION ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTUIT AND YOU.

13. TERM AND TERMINATION. Subject to this Section 13, the Agreement will remain in full force and effect while you use the Services except as otherwise provided in this Section 13. We may suspend or terminate your rights to use the Services (including your Account) at any time for any reason at our sole discretion, including for any use of the Services in violation of the Agreement. Upon termination of your rights under the Agreement, your Account and right to access and use the Services will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content that is associated with your Account from our live databases. Intuit will not have any liability whatsoever to you for any termination of your rights under the Agreement, including for termination of your Account or deletion of your User Content. In addition, if you have accessed the Services under an Enterprise Customer's account, then the provision of certain Services provided by Intuit to you may automatically terminate when Intuit's Enterprise Customer Agreement with that Enterprise Customer expires or is terminated. Even after your rights under the Agreement are terminated, the following provisions of the Agreement will remain in effect: Sections 5 – 16, as well as any other provisions in the Supplemental Terms (if any) that survive by their terms.

14. COPYRIGHT POLICY. Intuit respects the intellectual property of others and asks that Users do the same with respect to their user of the Services. We have adopted and implemented for the Platform and the Services a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of Users of the Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that any User, through the use of the Services, is unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

- a. your physical or electronic signature.
- b. identification of the copyrighted work(s) that you claim to have been infringed.
- c. identification of the material on the Services that you claim is infringing and that you request us to remove.
- d. sufficient information to permit us to locate such material.
- e. your address, telephone number, and e-mail address.
- f. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- g. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

The designated Copyright Agent for Intuit is:

Designated Agent: Attn: Legal Department - Copyright Agent -Intuit, Inc
Address of Agent: 2700 Coast Avenue, Mountain View, CA 94043
Telephone: Telephone: (650) 944-6000
Fax: (650) 944-5656

15. **ARBITRATION CLAUSE AND CLASS ACTION WAIVER.** Please read the following arbitration agreement in this section (“Arbitration Agreement”) carefully. It requires that you and Intuit arbitrate disputes against one another.

Dispute Resolution: PLEASE BE AWARE THAT THIS SECTION 15 CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND INTUIT HAVE AGAINST EACH OTHER WILL BE RESOLVED. THIS SECTION 15 INCLUDES AN AGREEMENT TO ARBITRATE, WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND INTUIT BE RESOLVED BY BINDING AND FINAL ARBITRATION. THIS SECTION 15 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER.

Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Intuit agree that any dispute, claim, or disagreement arising out of or relating in any way to your access to or use of the Services and any content made available thereon (or your inability to do so), any communications you receive or do not receive, or the Terms, including claims and disputes that arose between us before the effective date of these Terms (each, a “Dispute”) will be resolved by binding arbitration, rather than in court, except that: (a) you and Intuit may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (b) you or Intuit may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “Dispute” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Terms as well as claims that may arise after the termination of these Terms.

15.1 Informal Dispute Resolution. There may be instances when a Dispute arises between you and Intuit. If that occurs, Intuit is committed to working with you to reach a reasonable resolution. You and Intuit agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Intuit therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (the “Informal Dispute Resolution Conference”). If you are represented by counsel, your counsel may participate in the conference, but you also agree to participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“Notice”), which will occur within forty-five (45) days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties in writing. Notice to Intuit that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to info@Intuiteducation.com or regular mail to our offices located at Intuit Inc., 2700 Coast Ave., Mountain View, CA 94043. The Notice must include: (a) your name, telephone number, mailing address, and e-mail address associated with your Account (if you have one); (b) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (c) a description of your Dispute.

The Informal Dispute Resolution Conference will be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple Users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement will prohibit the parties from engaging in informal communications to resolve the initiating party’s Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines will be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

15.2 Waiver of Jury Trial. YOU AND INTUIT HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Intuit are instead electing that all Disputes will be resolved by arbitration under this Arbitration Agreement, except as specified in Section 15.1 (Applicability of Arbitration Agreement). There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

15.3 Waiver of Class and Other Non-Individualized Relief. YOU AND INTUIT AGREE THAT, EXCEPT AS SPECIFIED IN SECTION 15.9 (BATCH ARBITRATION), EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY USER. Subject to this Arbitration Agreement, the arbitrator 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 the party's individual claim. Nothing in this Section 15.4 is intended to, nor will it, affect the terms and conditions under the Section 15.9 (Batch Arbitration). Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this Section 15.4 are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Intuit agree that that particular claim or request for relief (and only that particular claim or request for relief) will be severed from the arbitration and may be litigated in the state or federal courts located in Santa Clara County, California. All other Disputes will be arbitrated or litigated in small claims court. This section does not prevent you or Intuit from participating in a class-wide settlement of claims.

15.4 Rules and Forum. These Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Process described in Section 15.2, above, does not resolve satisfactorily within sixty (60) days after receipt of Notice, you and Intuit agree that either party will have the right to finally resolve the Dispute through binding arbitration. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, will be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any JAMS fees and costs will be solely as set forth in the applicable JAMS rules.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "Request"). The Request must include: (a) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the Account username (if applicable) as well as the email address associated with any applicable Account; (b) a statement of the legal claims being asserted and the factual bases of those claims; (c) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (d) a statement certifying completion of the Informal Dispute Resolution process as described above; and (e) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request must also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Intuit otherwise agree, or the Batch Arbitration process discussed in Section 15.9 (Batch Arbitration) is triggered, the arbitration will be conducted in the county where you reside. Subject to the applicable JAMS rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration.

You and Intuit agree that all materials and documents exchanged during the arbitration proceedings must be kept confidential and may not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

15.5 Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the JAMS roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days after delivery of the Request, then JAMS will appoint the arbitrator in accordance with the applicable JAMS rules, provided that if the Batch Arbitration process under Section 15.9 (Batch Arbitration) is triggered, JAMS will appoint the arbitrator for each batch.

15.6 Authority of Arbitrator. The arbitrator will have exclusive authority to resolve any Dispute, including, without limitation, any Dispute arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (a) any Dispute arising out of or relating to Section (Waiver of Class and Other Non-Individualized Relief), including any claim that all or part of that section is unenforceable, illegal, void or voidable, or that such section has been breached, will be decided by a court of competent jurisdiction and not by an arbitrator; (b) except as expressly contemplated in Section 15.9 (Batch Arbitration), any Dispute about the payment of arbitration fees will be decided only by a court of competent jurisdiction and not by an arbitrator; (c) any Dispute about whether either party has satisfied any condition precedent to arbitration will be decided only by a court of competent jurisdiction and not by an arbitrator; and (d) any Dispute about which version of the Arbitration Agreement applies will be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in Section 15.9 (Batch Arbitration). The arbitrator will have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

15.7 Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Intuit need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

15.8 Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Intuit agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Intuit by or with the assistance of the same law firm, group of law firms, or organizations, JAMS will, within a thirty (30) day period (or as soon as possible thereafter) (a) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (b) appoint one arbitrator for each batch; and (c) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party will advise JAMS, and JAMS will appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). To expedite resolution of any such Dispute by the Administrative Arbitrator, the

parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any Disputes promptly. The Administrative Arbitrator's fees will be paid by Intuit.

You and Intuit agree to cooperate in good faith with JAMS to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision will in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

15.9 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: Intuit Inc., 2700 Coast Ave., Mountain View, CA 94043, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

15.10 Invalidity, Expiration. Except as provided in Section 15.4 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect. You further agree that any Dispute that you have with Intuit as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

15.11 Modification. Notwithstanding any provision in these Terms to the contrary, we agree that if Intuit makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days after the date such change becomes effective by writing to Intuit at: Intuit Inc., 2700 Coast Ave., Mountain View, CA 94043, your continued use of the Services following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services, any communications you receive, the provisions of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms) remain in full force and effect. Intuit will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms.

16. GENERAL

16.1 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Intuit' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

16.2 Force Majeure. Intuit shall not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, pandemic, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

16.3 Governing Law. THE AGREEMENT AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAWS OF ANOTHER

JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT. To the extent the parties are permitted under the Agreement to initiate litigation in a court, both you and Intuit agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Santa Clara County, California.

16.4 Notice. Where Intuit requires that you provide an email address, you are responsible for providing Intuit with your most current e-mail address. In the event that the last e-mail address you provided to Intuit is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Intuit's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Intuit at the following address: Intuit Inc., Attn.: General Counsel, 2700 Coast Ave., Mountain View, CA 94043. Such notice will be deemed given when received by Intuit by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.

16.5 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.6 Severability. If any portion of the Agreement is held invalid or unenforceable, that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.

16.7 International Users. The Platform and other parts of the Services can be accessed from countries around the world and may contain references to services and content that are not available in your country. These references do not imply that Intuit intends to announce such services or content in your country. The Services are controlled and offered by Intuit from its facilities in the United States of America. Intuit makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

16.8 Export Control. The Platform and other parts of the Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Intuit, or any products utilizing such data, in violation of the United States export laws or regulations.

16.9 Copyright/Trademark Information. Copyright © 2023, Intuit, Inc. All rights reserved. All trademarks, logos, and service marks ("**Marks**") displayed on the Services are our property or the property of third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks. All goodwill generated from the use of any Intuit Marks will inure to Intuit's benefit.

16.10 Questions, Complaints, Claims. If you have any questions, complaints, or claims with respect to the Services, please contact us at the contact information below. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation. In addition, in accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

16.11 Entire Agreement. The Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

16.12 Contact Information:

Intuit Inc.
2700 Coast Ave.,
Mountain View, CA 94043