

H&R Block® Online Tax Software and H&R Block® Remote Tax Expert Services - End-User License Agreement

IMPORTANT INFORMATION - PLEASE READ CAREFULLY

This End-User License Agreement (the "**Agreement**") is a legally binding contract between you and H&R Block Canada, Inc., a corporation formed under the laws of Canada ("**Block**"). This Agreement governs your use of the English and French language versions of the H&R Block® Online Tax Software a (referred to as the "**Block Software**"), and all related materials and services, including but not limited to, any support (whether online or by phone), Support Packages (as defined in Section 2 below), Additional Services (as defined in Section 7) accompanying documentation, help, instruction and all software and other services provided by Block in connection with the Block Software and the H&R Block® Remote Tax Expert Services (referred to as the "**Remote Tax Expert Services**"), including the downloading of tax returns to be viewed on screen, printed and filed electronically or on paper (collectively, the "**Block Software and Services**"), and sets forth the terms and conditions applying thereto. The Block Software and Services are only designed for preparing federal (Canadian) and Quebec personal tax returns.

The Block Software is licensed, not sold.

Be sure that you carefully read and fully understand this Agreement: By using this software, you are expressly agreeing to the terms herein and you make a commitment to comply with all the provisions of this Agreement.

As used in this Agreement the terms "**you**" and "**your**" are synonymous and refer to the authorized user of the Block Software and Services.

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

YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN, NEGOTIATED AGREEMENT SIGNED BY YOU. BLOCK IS WILLING TO PROVIDE THE BLOCK SOFTWARE AND SERVICES TO YOU ONLY ON CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU PROVIDE YOUR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT BY USING THE BLOCK SOFTWARE. YOU MAY NOT USE THE BLOCK SOFTWARE AND SERVICES UNTIL YOU HAVE INDICATED YOUR UNCONDITIONAL ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF

THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT CLICK THE "I ACCEPT " BUTTON.

TO IMPROVE OUR COMMUNICATIONS AND CUSTOMER SERVICE WE WOULD LIKE TO CORRESPOND WITH YOU VIA EMAIL. IN COMPLIANCE WITH CANADIAN LEGISLATION RELATING TO COMMERCIAL ELECTRONIC MESSAGES, YOU ARE IMPLIED TO HAVE GIVEN US YOUR CONSENT, FOR UP TO TWO YEARS AFTER ENTERING A TRANSACTION WITH US, TO COMMUNICATE WITH YOU VIA ELECTRONIC MESSAGES, INCLUDING EMAIL AND TEXT, RELATED TO YOUR CLIENT RELATIONSHIP WITH H&R BLOCK INCLUDING APPOINTMENT SCHEDULING AND CUSTOMER SERVICE, H&R BLOCK PRODUCT OFFERINGS, TAX FILING INFORMATION AND PROMOTIONAL MATERIALS. YOU MAY CHOOSE NOT TO RECEIVE THESE COMMUNICATIONS AT ANY TIME BY EMAILING US AT unsubscribe@hrblock.ca OR, WHERE APPLICABLE, BY FOLLOWING THE INSTRUCTIONS TO UNSUBSCRIBE IN SUCH COMMUNICATION.

1. BLOCK SOFTWARE

License. Subject to the terms and conditions of this Agreement, in consideration of your agreement to comply with these terms and conditions, and other valuable consideration, Block grants to you for the specified tax year a limited, non-exclusive, personal, non-transferable license and right to use the Block Software to prepare a limited number of federal (Canadian) and Quebec tax returns (cumulatively) as specified in Section 3. You should confirm that the pricing for your use of the Block Software has not changed, particularly if some time has passed between the date you start your tax return and the date you finish and are ready to file or print.

Payment for Block Software. If you become a paid user, you shall be charged the applicable fee before you may print or file electronically. Block may modify the applicable fees at any time without prior notice. The current fees can be accessed within the Block Software and at www.hrblock.ca. Your payment to Block of all fees and any additional applicable charges and taxes, must be made by your valid credit card or other valid online payment method, and, except as otherwise provided herein, all fees and charges are non-refundable. The price for your use of the Block Software is established at the time you file your tax return. Your price will not change once you file your return.

Access to Block Software and Cloud Storage. In order to access the Block Software, you will be required to create an account and password to manage your correspondence and securely upload your documents. Your information and files will be stored securely in the cloud in compliance with the applicable legal requirements.

2. REMOTE TAX EXPERT SERVICES

License. If you choose a Service Package (as defined below) within the Remote Tax Expert Services, then, subject to the terms and conditions of this Agreement, in consideration of your agreement to comply with these terms and conditions, and other valuable consideration, Block grants to you for the specified tax year a limited, non-exclusive, personal, non-transferable license and right to use Remote Tax Expert Services.

Payment for Remote Tax Expert Services. You shall be charged the applicable fee based on the service package that you chose in the Remote Tax Expert Services (the "**Service Package**") before your return is printed or filed electronically. Your applicable fee may change at any time prior to printing or filing if we uncover additional documentation required to prepare your tax return. You will be asked to pay to upgrade your Service Package at the then-current rates. Block reserves the right to modify the applicable fees at any time without prior notice, provided that such modification will not affect any Service Package for which you have already paid. Your payment to Block of all fees and any additional applicable charges and taxes, must be made by your valid credit card or other valid online payment method, and, except as otherwise provided herein, all fees and charges are non-refundable.

Access to Remote Tax Expert Services and Cloud Storage. In order to access the Remote Tax Expert Services, you will be required to create an account and password to manage your correspondence and securely upload your documents. Your information and files will be stored securely in the cloud.

Limitations of the Remote Tax Expert Services. The Remote Tax Expert Services are available for preparing tax filings for all personal tax scenarios, with the exception of:

- Non-resident returns
- Returns for deceased persons
- T2: Corporate income tax returns
- T3: Trust Income tax returns
- Any returns where a spouse does NOT have a SIN, if the primary filer is:
 - Preparing a coupled return (in such instance, each person requires a SIN)
 - Splitting pension income with a spouse
 - Living in Quebec and the spouse is a resident

The Remote Tax Expert Services are only available where Block is able to successfully verify your identity through the process provided when you initially subscribe to the Remote Tax Expert Services. If Block is unable for any reason to verify your identity through such online means, you may be required to file at a physical Block location where your identification may be verified in person.

Supporting Tax Documentation. For the Remote Tax Expert Services, you will be required to upload or otherwise provide Block with access to all necessary supporting tax documentation (e.g., T4, T1013, T183, etc.) as indicated through the Block Software and Services or requested by the tax expert preparing your return. Some documents may require your signature prior to the service being performed. We may also require you to send us an original signed hardcopy form. If we require you to mail your supporting documentation, you are responsible for maintaining your own copies of all such documentation. You agree that Block is not responsible for any items lost or destroyed during mailing.

It is your sole responsibility to keep all records in support of your tax returns, including receipts and other documents. H&R Block assumes no obligations to store your documents other than as may be required by law and business needs.

H&R Block does not communicate client tax information by email. You must not send your tax information to the tax expert by email.

Additionally, you are encouraged to maintain a copy of your final tax return.

3. Additional Restrictions.

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

Without limiting the generality of the foregoing or of any other restriction or requirement contained in this Agreement, you agree that you will not, in connection with the Block Software and Services, directly or indirectly do or permit any of the following:

- post, upload, reproduce, distribute or otherwise transmit any materials or other communications that:
 - is unauthorized or unsolicited commercial communications, junk or bulk communications or other "spam" or is otherwise duplicative or unsolicited;
 - contains a virus, cancelbot, Trojan horse, worm or other harmful, disruptive or surreptitious component;
 - is defamatory, infringing, or unlawful;
 - is inappropriate, profane, obscene, offensive, vulgar or indecent;
 - gives rise to civil liability, or otherwise violates the rights or assists others to violate the rights of us or any third party, such violations including engaging in copyright infringement, invasion of privacy, trademark infringement or defamation;

- constitutes a criminal offence, or otherwise engages in or assists others to engage in any criminal offence, including pyramid selling, unauthorized use of a computer, mischief in relation to data, fraud, obscenity and child pornography; or
 - incites discrimination, hate or violence towards one person or a group because of their belonging to a race, religion, nationality, sexuality, gender or other human rights-protected group of persons;
- engage in threats, harassment, intimidation, stalking or abuse or any conduct that violates the legal rights of others, including the rights of minors and rights relating to privacy and publicity;
- scan or probe another computer system, obstruct or bypass computer identification procedures or engage in unauthorized computer or network trespass without the express permission of the owners of such computer systems;
- forge headers or otherwise manipulate any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any data transmitted using the Block Software and Services;
- impersonate or falsely represent your association with any person, including a representative of us;
- disrupt or threaten the integrity, operation or security of any service, computer or any Internet system;
- disable or circumvent any access control or related process or procedure established with respect to the Block Software and Services;
- harvest, scrape, extract, gather, collect, or store personal information about others without their express consent; or
- harvest, scrape, or use any robot, spider, crawler, script or other automated means or interface not provided by us to access the Block Software and Services or to extract data, collect information or otherwise interact with the Block Software and Services.

If you breach any of the above terms, conditions and restrictions, Block reserves the right, in its sole and unfettered discretion to (a) delete or otherwise remove any offending materials, and/or (b) immediately terminate your use of the Block Software and Services and this Agreement. In the event of such a breach and termination, you hereby acknowledge and agree that any amount paid by you for use of the Block Software and Services hereunder shall be immediately deemed forfeit, and Block shall not be required to refund any such amount, without limiting any other remedy that may be available to Block.

4. Availability of the Block Software and Services.

Block is not responsible for the late filing of your tax return due to any discontinuation of, or interruption in, the Block Software and Services, and you acknowledge that you should file your tax return as early as possible to meet any filing deadlines.

5. Intellectual Property Rights.

The Block Software and Services are protected by copyright, trade secret and other intellectual property laws. Title to all copyright and other intellectual property rights therein and thereto are owned and shall be retained exclusively by Block and its licensors. Through your use of the Block Software and Services, you acquire no ownership interest in the Block Software and Services or any derivative work or component of the Block Software and Services. Block and its licensors reserve all

rights related to such ownership, including the exclusive right to make derivative works of the Block Software and Services and to duplicate, license, offer, perform, and sell the Block Software and Services. You shall not modify, translate, or otherwise create derivative works based on the Block Software and Services or any part thereof. No right, title or interest in or to any trademark, service mark, logo or trade name of Block or its licensors is granted to you under this Agreement. You agree not to disclose to any person including a potential competitor of Block, any trade secrets or other confidential information that you may learn about the Block Software and Services.

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

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

6. Privacy

Your use of the Block Software and Services is subject to Block's privacy policy made available to you in full at: <https://www.hrblock.ca/legal/privacy> ("**Privacy Policy**"). We may obtain your express consent in writing, through electronic means, or verbally, to collect, use and disclose your personal information for the purposes and in the manners described in the Privacy Policy. Your consent may also be presumed by an action that you have taken, including proceeding to use the Block Software after you are made aware of the Privacy Policy. Any questions about the Privacy Policy, Block's information practices or other aspects of privacy should be directed to Block at H&R Block Canada Inc., c/o Chief Privacy Officer, Suite 2600, 700 2 Street SW., Calgary, Alberta T2P 2W2. You have the right to access and rectify any personal information about you kept by Block by contacting the Privacy Officer at this address. Block may update the Privacy Policy from time to time by providing notice of changes to the Privacy Policy by any means Block determines in its discretion to be reasonable, including sending you an email notification or posting information concerning any such changes on any Block website, including but not limited to www.hrblock.ca. Your use of the Block Software and Services after the Privacy Policy has been updated means that you have agreed to the amended Privacy Policy. It is your responsibility to periodically check the Privacy Policy to determine your rights and obligations under it at that time.

7. Terms of Service for Additional Services.

Additional services and software features (the "**Additional Services**"), that form part of the Block Software and Services, if they are purchased by you, may be offered to you in connection with your use of the Block Software and Services. Additional fees may apply, and the Additional Services may be subject to the additional terms and conditions specific to such Additional Services. By purchasing an Additional Service, you are accepting the respective terms and conditions applicable to it, and your use of the Additional Service is conditional on that acceptance. If you do not agree to the terms

and conditions, then you may not use the Additional Services. Terms and conditions for each such Additional Service will be presented to you at the time of payment.

8. Limited Warranty.

You are responsible for using the Block Software and Services correctly and are liable for any omissions or errors in the information provided by you. You are also responsible for reviewing your return before it is filed to verify its overall completeness and accuracy.

The tax forms provided to you through your use of the Block Software and Services have the prior approval of the Canada Revenue Agency (CRA) and Revenu Québec (RQ).

Block works diligently to ensure the accuracy of the calculations on every form prepared using the Block Software and Services. Block warrants the Block Software and Services' accuracy of the preparation based solely on the information provided by you directly when you fill the Block Software forms yourself, or provided by you to be filled in by a representative when you purchase Remote Tax Expert Services. If you are required to pay a federal or provincial government penalty and/or interest solely as a result of a preparation error on a form prepared using the Block Software and Services, and not as a result of, among other things, (i) your failure to provide all required information accurately or your misuse of the Block Software and Services; (ii) your negligent, willful or fraudulent omission of pertinent information or inclusion of inaccurate information on your tax return; or (iii) your misclassification of information on your tax return; then Block will pay you the amount of the federal or provincial government penalty and/or interest paid by you to such federal or provincial government, but only the amount directly attributable to the inaccuracy of the Block Software and Services. If you believe such a preparation error occurred, and you have complied with the terms and conditions of this Agreement, you must notify Block as soon as you learn of the error but in no event later than thirty (30) days after the initial penalty and/or interest is assessed. Your written notice must include a copy of your Notice of Assessment (or Notice of Reassessment) from the applicable tax authority, a hardcopy of the applicable tax return, and your tax return files and any other materials and information that Block may reasonably request to evaluate and verify your claim. You authorize Block to obtain and review any data files that may be in Block's possession or control as well as any materials provided by you in order to evaluate and verify your claim. Block is not responsible nor liable for paying any additional tax liability that you may owe other than as expressly stated herein. You are solely responsible and liable for providing assistance and additional information as reasonably requested by Block.

If you are a registered user of Block Software and you receive a larger refund or pay a smaller tax due amount using another online do-it-yourself individual tax software than that calculated by the Block Software, Block will reimburse you the purchase price you paid for the Block Software. The reimbursement is strictly limited to the online do-it-yourself individual tax software purchase price, and does not include other services or products that you may have purchased from the provider.

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

Block to obtain and review any data files that may be in Block's possession or control as well as any materials provided by you in order to evaluate and verify your claim. Block is not responsible nor liable for paying any additional tax liability that you may owe. You are solely responsible and liable for providing assistance and additional information as reasonably requested by Block.

BLOCK IS NOT RESPONSIBLE TO PROVIDE ANY REFUNDS THAT RESULT FROM YOUR ABUSE OR MISUSE OF THE BLOCK SOFTWARE, OR FROM OTHER CONDUCT OR CONDITIONS NOT CAUSED BY, OR OUTSIDE OF THE CONTROL OF, BLOCK.

THESE GUARANTEES ARE ONLY VALID FOR ONE BLOCK SOFTWARE ACCOUNT PER HOUSEHOLD.

THE RIGHTS AND BENEFITS AFFORDED BY THIS SECTION 8 MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED TO ANY OTHER PERSON. THE ABOVE WARRANTIES ARE VOID IF YOU USE THE BLOCK SOFTWARE AND SERVICES CONTRARY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

9. Disclaimer of Warranties.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BLOCK SOFTWARE AND SERVICES, AND ANY OTHER SERVICES OFFERED ON BLOCK'S WEBSITES ARE PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLOCK, ITS AFFILIATES, LICENSORS, THIRD PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS AND SUPPLIERS ("**SUPPLIERS**") DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY REGARDING THE BLOCK SOFTWARE AND SERVICES AND THE RELATED MATERIALS AVAILABLE ON THE WEBSITES INCLUDING ANY WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY AND NON-INFRINGEMENT. BLOCK DOES NOT WARRANT OR PROMISE THAT THE BLOCK SOFTWARE AND SERVICES WILL IDENTIFY THE APPROPRIATE DOCUMENTS, LETTERS OR NOTICES FOR YOUR NEEDS; NOR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOES BLOCK MAKE ANY OTHER PROMISES ABOUT THE PERFORMANCE, ACCURACY, OR RELIABILITY OF THE BLOCK SOFTWARE AND SERVICES, OR ITS ABILITY TO MEET YOUR REQUIREMENTS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BLOCK FURTHER DISCLAIMS ANY RESPONSIBILITY FOR THE RELIABILITY OR ADEQUACY OF ANY CHOICES OR DECISIONS YOU MAKE WITH RESPECT TO THE TREATMENT AND PROCESSING OF YOUR TAX INFORMATION BY USING THE BLOCK SOFTWARE AND SERVICES.

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

YOU AGREE THAT YOU ARE RESPONSIBLE FOR REVIEWING THE RESULTS CREATED BY USING THE BLOCK SOFTWARE AND SERVICES FOR ACCURACY AND SUFFICIENCY BEFORE PROCEEDING TO MAKE ANY TAX FILINGS CREATED AS THROUGH THE BLOCK SOFTWARE AND SERVICES. YOU FURTHER AGREE THAT REVIEWING A RETURN MEANS AN ACKNOWLEDGEMENT THAT ALL INFORMATION REPORTED ON THE TAX RETURN IS CORRECT AND THAT NO DATA IS ERRONEOUS OR MISSING.

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

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

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

10. Limitations on Liability and Damages.

UNLESS EXPRESSLY STATED TO THE CONTRARY HEREIN, YOUR EXCLUSIVE REMEDY AND THE ENTIRE CUMULATIVE LIABILITY OF BLOCK AND ITS SUPPLIERS ARISING FROM OR RELATING TO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION WITH RESPECT TO YOUR USE OF THE BLOCK SOFTWARE AND SERVICES) SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE BLOCK SOFTWARE AND SERVICES AND THE FEES PAID FOR THE ADDITIONAL SERVICES. TO THE MAXIMUM AMOUNT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BLOCK AND/OR ITS SUPPLIERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, OR SUBSIDIARIES BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ECONOMIC LOSS, LOST DATA, LOST PROFITS OR BUSINESS, TELECOMMUNICATION FAILURES, CORRUPTION OR THEFT OF DATA, LOSS OF USE, LOSS OF PRIVACY, OR FOR ANY CLAIM OR DEMAND AGAINST YOU

BY ANY OTHER PARTY, EVEN IF BLOCK AND/OR ITS SUPPLIERS HAS OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT BLOCK AND/OR ITS SUPPLIERS WILL NOT AT ANY TIME HAVE ANY ADDITIONAL LIABILITY FOR ANY CLAIM, CAUSE OF ACTION OR INJURY THAT YOU OR ANY OTHER PERSON MAY HAVE AS A RESULT OF: (1) THE USE OF, OR INABILITY TO USE, THE BLOCK SOFTWARE AND SERVICES, OR BOTH; (2) YOUR USE OF ANY DOCUMENTS, LETTERS OR NOTICES GENERATED THROUGH YOUR USE OF THE BLOCK SOFTWARE AND SERVICES; (3) YOUR RETENTION OF, OR YOUR FAILURE TO CONSULT OR RETAIN, A LAWYER WITH RESPECT TO ANY CONTRACT, DOCUMENT, LETTER, NOTICE, LITIGATION, NEGOTIATION OR OTHER LEGAL MATTER; (4) CONNECTION OR TOLL CHARGES FOR USING THE BLOCK SOFTWARE AND SERVICES; OR (5) ANY FEES, COSTS OR EXPENSES ARISING OUT OF SUPPORT FOR THE BLOCK SOFTWARE AND SERVICES.

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

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

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

11. Communication in connection with the Block Software and Services.

Block may use a variety of methods (e.g., email, SMS (text), chat and phone) to communicate with you, in connection with the Block Software and Services. You may be required to provide various contact information, mobile phone number, email address, etc. based on the means we communicate with you. Standard message rates from your provider may apply.

H&R Block does not communicate client tax information and documents by email. You must not send your tax information or any documents, including receipts, to the tax expert by email.

12. Security and Confidentiality.

You are the only person authorized to use your user identification and password, and you bear full responsibility for preserving their confidentiality and for the risk involved in divulging such information. Block will not release the user ID and password. The files you submit and receive using the Block Software and Services contain personal and confidential tax data that must be protected, and it is your sole responsibility to protect these files from violation, theft, or corruption. You acknowledge that the tax information you provide is stored on Block's, or its licensor's, secure servers and/or data bank, and you agree to allow Block or its licensor to keep secure copies of the tax information that you have provided, for such period of time as Block, subject to applicable law, in

its sole unfettered discretion determines is reasonable. If you decide not to proceed with the payment of the Block Software and Services, all information you have entered will be deleted from Block systems in accordance with Block's data maintenance cycles. Block will not sell this information or use it in any way except insofar as you require or request technical assistance, and insofar as is needed to securely back-up and store it. You understand and agree that you are solely responsible for all computer password, data, file and network security on any computer you use to access the Block Software and Services, including but not limited to, an active firewall on the computer and/or network connection, anti-virus software and anti-spyware software, necessary to secure and protect any proprietary or confidential information that you provide, store, submit, transmit or disclose directly or indirectly with your use of the Block Software and Services. You must sign out of the Block Software and Services when you are not using it on your device. If you require Block's assistance in using the Block Software and Services, you understand and agree that Block may contact you by telephone or email to get your consent to electronically access your tax information in order to provide you with assistance. If Block needs to submit any non-confidential information to you, it will do so either by posting such information on the Block website at www.hrblock.ca or by email to registered users. Block will not be liable if the information it provides by email is lost, intercepted, altered or misused by someone else. You agree that Block is not required to contact you in any other manner whatsoever.

13. Storage of Your Tax Return File.

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

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

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

information you have entered, all personally identifiable information in the tax return file you created will be deleted from Block systems in accordance with Block's routine data maintenance cycles. However, any non-personally identifiable information in the tax return file you created may be retained and aggregated for data analytic purposes.

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

14. Arbitration.

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

subscription to the Block Software and Services, and/or your violation or threatened violation of Sections 1, 2, 3, 4, or 15 of this Agreement and/or any matter involving a third party not privy to this Agreement. For any such proceedings, you consent to the jurisdiction of the federal and provincial courts sitting in the Province of Alberta.

15. Indemnification.

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

16. Termination.

Without prejudice to any other of Block's rights, Block may immediately terminate this Agreement if, in the opinion of Block, you are attempting to act in breach of this Agreement or you do not abide by the terms and conditions of this Agreement, including without limitation any act by you in contravention of the restrictions set out in Section 3, in which case you must cease using the Block Software and Services immediately and certify in writing to Block of your compliance with this Section 16. No termination shall affect Block's rights under this Agreement, nor require any refund by Block of any payment made by you for the Block Software and Services.

17. Other.

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

(B) Governing Law; Forum. This Agreement shall be governed by the law of Alberta and federal laws of Canada, without regard to its choice of law or conflicts of law principles. This Agreement does not limit any rights that Block may have under trade secret, copyright, patent, or other laws. To the extent that Section 14 may not apply in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Calgary, Alberta.

(C) Entire Agreement. This Agreement and any other terms relating to the Additional Services is the entire and exclusive agreement between you and Block with respect to the Block Software and Services, and it supersedes all previous communications, representations, or agreements, either oral or written, between you and Block. No representations or statements of any kind made by any representative of Block, its suppliers, service providers, licensees, officers, directors,

representatives, affiliates, employees, agents, successors, assigns, distributors, dealers, or subsidiaries, which are not included in this Agreement, shall be binding on Block.

(D) Amendments. To the maximum extent permitted by applicable law, Block shall have the right to change or add to the terms of this Agreement at any time (provided that it is not Block's intent that such change substantially affect the rights granted to you), and to change, delete, discontinue, or impose conditions on any feature or aspect of the Block Software and Services upon notice by any means Block determines in its discretion to be reasonable, including sending you an email notification or posting information concerning any such change, addition, deletion, discontinuance or conditions on any Block website, including but not limited to www.hrblock.ca. Your continued use of the Block Software and Services after we have provided notification to you of such changes by one of these means will be deemed to constitute your agreement to amendments to this Agreement. Block's suppliers, service providers, licensees, officers, directors, representatives, affiliates, employees, agents, successors, assigns, distributors, dealers, or subsidiaries, or other third parties are not authorized to make modifications to this Agreement or to make any additional representations, warranties, conditions, or commitments binding on Block.

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

(F) Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be automatically reformed and construed to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

(G) Notices. Except as otherwise indicated, any notices under this Agreement to Block must be personally delivered or sent by certified or registered mail, return receipt requested, H&R Block Canada Inc., c/o Customer Support, Suite 2500, 700 – 2 Street S.W., Calgary, Alberta T2P 2W2 or to such other address as Block may specifically identify for such purpose in writing on its website www.hrblock.ca. Such notices will be effective upon Block's receipt, which may be shown by confirmation of delivery. All notices to Block shall be sent to the attention of H&R Block Canada, Inc., Customer Support (unless otherwise specified by Block).

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

(I) Miscellaneous. This Agreement shall inure to the benefit of Block and its affiliates, subsidiaries and successors and assigns. Any and all references in this Agreement to Block, its affiliates and subsidiaries shall, where the context so permits, include Block's parent company and its respective subsidiaries, affiliates, directors, officers, employees, contractors and agents. Any provision which by its terms is intended to survive termination of this Agreement, including, but not limited to, the provisions of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15 and 16 shall survive termination or expiration of this Agreement. The headings contained herein are for the convenience of the parties only and shall not be used to interpret or construe any of the terms of this Agreement.

(J) Trademarks/Copyrights. "H&R Block and Design", "H&R Block", "H&R Block Logo", among others, are trademarks of Block Royalty, Inc. and are used under license by Block. Any other product names, trademarks or registered marks, symbols, trade names, company names and/or logos which may appear within the Block Software and Services are the property of their respective owners. The

display through the Block Software and Services does not convey or create any license or other rights in these trademarks, trade names, trade dress and associated products and services. Any use of them without prior written authorization of Block is strictly prohibited.

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

(L) Payment. You agree to pay Block the fees for using the Block Software and Services by means of your valid credit card or other valid online payment method such as Google Pay and Apple Pay, and, except as otherwise provided herein or where required by applicable law, all fees and charges are nonrefundable. In the event that payment is made with a third-party provider, you agree to comply with such provider's terms of use, and that Block shall not be held liable in any way, for any damages or losses, whatsoever, resulting therefrom.

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

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