Less than a week to file. Taxes are due by April 18. File now ▸

INTUIT TERMS OF SERVICE FOR

TURBOTAX ONLINE TAX PREPARATION SERVICES

Tax Year 2021

SECTION A TERMS

Introduction and Overview

Thank you for choosing Intuit. We provide a platform (the "Platform") that encompasses a variety of services, including TurboTax, QuickBooks, and Mint (each, a "Service"). You are entering into a contract with Intuit Consumer Group LLC. Intuit Consumer Group LLC, along with any parent, subsidiary, affiliate or related companies (including those listed here and at https://www.intuit.com/legal/intuit-group-companies/) are referred to in these provisions as "Intuit Group Companies" or simply "Intuit" or "us."

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

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

Agreement to these Terms

You need to agree to these terms to use our services. By using Intuit services, you are instructing us to share your data across our platform for marketing, eligibility and other purposes described in our Global Privacy Statement, consistent with applicable law. This data may include credit information and other information we obtain from third parties. As always, TurboTax will not share your tax preparation data without your explicit consent, as required by law.

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

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

You understand that by using certain Services, you are providing written instructions in accordance with the Fair Credit Reporting Act and other applicable law to permit Intuit Inc. and its affiliated companies to obtain and periodically refresh your credit information and other information about you from third parties for marketing, eligibility and other purposes described in Intuit's Global Privacy Statement. You understand that your instructions authorize Intuit and its affiliated companies to obtain such information now and periodically in the future for as long as you have a registered Intuit account. We will stop refreshing your credit information when you cancel your account through your account settings.

Your Personal Information

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

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

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

Changes

Change happens. When it does happen, we will update this agreement. If the changes are material, you may need to accept the changes to use the Platform.

We may modify the provisions of this Agreement at any time. We may notify you of such modifications by posting through the Platform or on our website or by other means. It is important that you review this Agreement whenever we modify it because your continued use of the Platform indicates your agreement to the modifications. We may modify, suspend or discontinue the Platform at any time. You agree that we will not be liable to you or any third party for any modification, suspensions or discontinuance of the Platform.

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

Your Rights to Use the Platform

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

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

Beta Features

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

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

Account

You will manage your passwords and accept updates to the Platform.

You may need to sign up for an account to use the Platform. We may need to verify your identity, and you authorize us to collect information (e.g., date of birth, address) from you to do so. You may be unable to use the Service if you do not provide this information, can not authenticate into the account or can not verify your identity. If you believe that your account information or the device that you use to access the Platform has been lost or stolen, or that someone is using your account without your permission, you must notify us immediately.

You are responsible for securely managing your password(s) for the Platform and contacting Intuit if you become aware of any unauthorized access to your account.

From time to time, we may update the Platform, including with tools, utilities, improvements or third party applications. You agree to receive these updates.

Payment and Cancellations

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

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

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

You may be charged a subscription fee in advance on an annual basis or other recurring interval disclosed to you prior to your purchase. For annual subscriptions, we will send you a reminder with the then-current subscription fee no less than thirty (30) days and no more than sixty (60) days before your subscription term ends, or otherwise as required by applicable law. Intuit may change the price for recurring subscription fees from time to time with notice to you. Price changes will take effect at the start of the next subscription period following the date of the price change. If you do not agree with the price change, you may unsubscribe prior to the price change going into effect.

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

Mobile App Use

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

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

Third Party Advice and Products

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

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

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

Content and Data

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

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

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

What's Covered

These licenses cover your Content to the extent your Content is protected by intellectual property rights.

Scope

This license is:

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

Rights

This license allows Intuit to:

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

Purpose

This license is for the limited purpose of:

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

Duration

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

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

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

Prohibited Uses

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

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

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

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

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

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

Community Forums; Feedback

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

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

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

Termination

You may cancel your account, and Intuit may suspend or terminate your use of the Platform.

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

Effect of Termination

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

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

Survival

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

The following Sections will survive any termination, discontinuation or cancellation of the Platform or your account: "Your Personal Information," "Payment and Cancellations" (with respect to fees due and unpaid), "Content and Data," "Community Forums; Feedback," "Effect of Termination," "Disclaimers," "Limitation of Liability," "Indemnity Obligations," "Disputes" and "General Terms (Miscellaneous)".

Intuit Communications

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

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

Disclaimers

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

The only warranties we make about the Platform are (1) stated in this Agreement, or (2) as provided under applicable laws. The Platform is otherwise provided "as-is," and we do not make any other warranties about the Platform. Unless required by law, we do not provide implied warranties, such as the implied warranties of merchantability, fitness for a particular purpose, data loss, merchantability or non-infringement, or any warranties with respect to the accuracy, reliability or availability of any content (including any Content) or information made available in the Platform. If the exclusions for implied warranties do not apply to you, any implied warranties are limited to 60 days from the date of purchase or delivery of the Platform, whichever is sooner.

Limitation of Liability

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

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

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

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

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

Indemnity Obligations

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

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

Disputes

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

If you are a U.S. customer:

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

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

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision and that you and Intuit are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and/or the termination of your Platform.

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

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

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

The arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of California or the state of your residence and will be selected by the parties from the AAA's National Roster of arbitrators. The arbitrator will be selected using the following procedure: (a) the AAA will send the parties a list of five candidates meeting this criteria; (b) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. The arbitrator is bound by this Agreement. Except as otherwise provided below, all issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

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

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

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

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but Intuit will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court in your county of residence or in Santa Clara County, California. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and Intuit will not reimburse your initial filing fee. The parties agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or Intuit and you and Intuit waive any objection to such fee modification.

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

General Terms (Miscellaneous)

Governing Law

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

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

Global Trade and Export Restrictions

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

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

Waiver

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

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

Assignment

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

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

Severability

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

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

Contact Information

If you have any questions about the Platform or this Agreement, please contact Intuit support.

B. ADDITIONAL TERMS AND CONDITIONS FOR TURBOTAX ONLINE TAX PREPARATION SERVICES

The definition of the "Services" includes TurboTax Online (including TurboTax Free Edition, Deluxe, Premier and Self-Employed), TurboTax Live and TurboTax Live Full Service, which are each versions of the Services. Your use of the Services provided by Intuit are subject to the General Terms of Service above and these Additional Terms and Conditions which govern your use of the Services indicated below. These Additional Terms and Conditions shall prevail over any conflict or inconsistency with the General Terms of Service above.

1. License Grant and Restrictions

1.1 Personal License. Intuit hereby grants you a limited personal license to use the version of the Services for which you have paid Intuit the applicable fee(s), if any, and, after proper registration, solely to prepare or have prepared your valid 2021 federal and state tax return(s), to file the same electronically after any payment of applicable additional fees and/or to print such federal and state tax return(s).

1.2 Number of Returns. You may use certain versions of the Services to self-prepare and electronically file your federal tax return and/or state tax return. After proper registration and payment is made, you may file your return electronically or by printing and mailing it to the Internal Revenue Service ("IRS") and/or appropriate state agency. No more than five (5) accounts and five (5) corresponding federal and/or state tax returns (e.g., for a family of five) may be created, purchased and filed using any one email address.

1.3 No Professional Use. You may not use the Services to prepare tax returns, schedules or worksheets on a professional or commercial basis (i.e., for a preparer's or other fee or consideration).

2. ADDITIONAL SERVICES

2.1 State Services. The term "Services" includes any state version of TurboTax Online software made available through this website, through the TurboTax Live version of the Services and/or through the TurboTax Live Full Service version of the Services, which state version may be subject to additional fees as described on the website.

2.2 Electronic Filing Services.

1. If you choose to file your return electronically, the tax return will be forwarded to Intuit's Electronic Filing Center, where it will be converted to and stored in a standardized format and then transmitted to the applicable federal and/or state taxing authority. **You are responsible for verifying the status of your return** to confirm that it has been received and accepted by the applicable taxing authority and, if necessary, for filing it manually in the event that the taxing authority rejects your electronically filed return (e.g., taxpayer name and SSN don't match). You agree to review your tax return for indications of obvious errors before electronically filing or mailing it. To the extent required by applicable law and regulation, Intuit stores and maintains information that you provide to Intuit. Intuit is not required or obligated to provide you with a copy of your tax return if you are using a free version of TurboTax or at any time after October 15 of the applicable tax filing season unless otherwise included with the version of TurboTax you selected or required to be provided by law in response to a valid data rights request. In the event your tax return is not accessible from Intuit and you have not downloaded a copy, you must contact the IRS.
2. The IRS typically begins accepting electronically filed returns in or around mid-January of the applicable tax filing season. If you complete a federal tax return prior to when Turbotax begins accepting and processing electronically filed returns and you want to file it electronically, you will need to log in to TurboTax Online on or after the date Intuit first begins processing electronic filings to complete the electronic filing process. You can file a Tax Year 2021 federal tax return through the Services through October 15, 2022 or as otherwise permitted by the IRS and supported by Intuit. The IRS requires Intuit to notify it, in connection with the electronic filing of your tax return, of certain information about the computer and account from which the return originated (for example, Internet Protocol ("IP") address) and whether the email address of the person electronically filing the return has been collected. By using this Service to prepare and submit your tax return, you consent to the disclosure to the IRS and any other taxing or revenue authority of all information relating to your access and use of the Electronic Filing Services.
3. Amended Returns. For paid versions of the Services, you can file an amended tax return for Tax Year 2021 through the Services through October 15, 2022 or as otherwise permitted by the IRS and supported by Intuit. Users of paid versions of the Services who have used the Services for preparing the two immediate prior tax years' returns and who need to file an amended tax return for either of the two immediate prior tax years will, at Intuit's discretion, be provided a link to a downloadable version of TurboTax desktop software and tax information may be transferred via your tax data file, at no additional cost. For such users of paid versions of the Software, your amended return may need to be completed in the downloadable version of TurboTax desktop and not in TurboTax Online. You agree to this process for amended tax returns and, if you choose to utilize it, you agree you will accept the then-current terms of the downloadable TurboTax End User License Agreement. Filing of amended returns via the Services and/or TurboTax desktop software is not included with free versions of the Service.
4. If you are filing one or more state tax returns, then by using a computer system and software to prepare and transmit return(s) electronically, you consent to the disclosure of all information pertaining to your access and use of the system and software to the state taxing authority in which you are filing the returns, as applicable by law, and to the transmission of your tax return(s).

2.3 Pricing.

Pricing for the various versions of the Services is determined based on the time when you pay to use a version of the Services. Depending on the version you choose, this will occur either when starting your use of the Services, when the preparation of your return is complete, or when your return is otherwise ready to be printed or filed. For TurboTax Live and TurboTax Live Full Service, Intuit may charge you for these Services before the Services are performed or once our expert prepares your return, whether or not you choose to file it. All prices are subject to change without notice. If you chose a version of the Services that doesn't require you to pay until your return is prepared and ready to file you should confirm that the pricing for your use of the Services has not changed since you first started using the Services, particularly if some time has passed between the date you started your tax return and the date you or Intuit finished preparing it and/or you are ready to pay for and file (or print) it. The price for your use of various part(s) or version(s) of the Services is the published price at the time you pay for such part(s) or version(s) of the Services. Your price will not change once you pay for your use of such part(s) or version(s) of the Services.

2.4 Import Services.

(a) The Services may include a feature that allows you to import, where applicable, certain information from participating financial institutions, payroll processors, personal financial software, business financial software such as QuickBooks and charitable deduction information from ItsDeductible branded service. You are responsible for verifying the accuracy of the information that is imported.

(b) The Services also may include functionality designed to read data from images (for example, W-2s, other tax forms or credit cards used for payment) photographed using a mobile device or computer. This functionality is limited to those forms or items that the Services can read. If the form or other item you photograph and submit through the Services is not supported or unreadable, you may need to manually enter your data.

(c) You may be offered the ability to import data from other sources in addition to those above. You may provide us with your authorization and information to allow us to obtain your data from third parties on your behalf to use the Services or any third party service that you select. You represent that you have the necessary rights to grant us access to your accounts with third parties. Third parties are not affiliated with or endorsed or sponsored by us.

2.5 TurboTax Live. You may choose to purchase the TurboTax Live version of the Services, wherein an Intuit representative and/or outsourced tax preparer (together, "Expert(s)") will assist with preparation of your federal and/or state tax return(s) and/or prepare your return for you with your active participation and answer certain questions you may have about your tax return. If you choose to use TurboTax Live versions of the Services, you agree:

a) Some tax topics or situations may not be included as part of the Service, which shall be determined in Intuit's sole discretion. The tax assistance provided to you by the Expert will be based on information you provide. You understand and agree that if you provide incorrect or incomplete information, the assistance provided to you may not be accurate. You agree you are responsible for the overall accuracy of the data in your final tax return(s).

b) If you request a full review of your tax return or if the assistance with your tax return requires significant oversight and actual preparation, or you choose to use the TurboTax Live Full Service product, an Expert may be obligated under IRS rules to sign your return as the preparer and will then have primary responsibility for the preparation of your return. You are still responsible for the information you provide, for providing all necessary information and documents and for reviewing your return before it is filed to verify its overall completeness and accuracy. You also understand and agree that once you delegate preparation of your tax return to the Expert, you will no longer be able to prepare your tax return yourself using the Services. You will be required to timely provide your Expert with access to all necessary supporting tax documentation (W-2s, 1099s, etc.) as may be requested by the Expert, as well as to provide or enter any other necessary information at your Expert's request.

(c) Tax returns prepared by an Expert shall be subject to the following additional terms and conditions:

1. No Tax Planning. The Services do not include tax planning services. Your Expert may provide suggestions or guidance or recommend tax savings strategies, however it is up to you to decide whether to follow such suggestions, and it is your sole decision and responsibility whether to act on any recommended actions. Where applicable, we may recommend estimated quarterly tax payment amounts based on your current year tax return and information you provide about future income. You are responsible for deciding whether and how to make such payments and for adjusting such payments if your financial situation changes.
2. Not All Tax Situations Included. Intuit, in its sole discretion and at any time, may determine that certain tax topics, forms and/or situations are not included as part of the Services and may decline to provide such Services.
3. No Legal Advice. The Services do not provide or include any legal or investment advice, tax, estate or investment planning, or other areas of advice other than the federal and state income tax preparation and filing advice included with the Services.
4. Your Expert. Your engagement with your assigned Expert will conclude with either your Expert notifying you that your tax returns are ready to file within TurboTax Online, notifying you that additional information is needed and you timely fail to respond to such requests, e-filed tax returns being sent and accepted by the taxing authority or delivery of electronic copies of completed tax returns to you (if you are paper filing by mail). Intuit may from time to time, in its sole discretion, need to assign another Expert to complete your tax return due to expertise, volume, availability or other circumstances. More than one Expert or other Intuit employee, assistant or contractor may work with your Expert to assist with collecting and reviewing your documents and other information, entering data, scheduling any contact with you and/or reviewing your tax return for accuracy. Intuit and/or its Expert may terminate your engagement, access to, and use of the Services if you do not respond to Expert requests within a reasonable amount of time.
5. Information You Provide. We will assist in the preparation of your tax returns solely based on the information you have provided. You will provide this information by uploading relevant documents in an acceptable electronic format and in written responses to your Expert's questions and/or requests through our secure portal. It is your responsibility to promptly provide all information that we require for the preparation of complete and accurate tax returns. You represent that all information you provide is true and accurate and that you have the right to share the information with Intuit. We have the right, in our sole discretion, to cancel your TurboTax Live Services if you fail to provide requested information or do not respond to the Expert's requests in a timely manner. If you provide any of your information within less than 10 days of the tax filing deadline, we may ask you to file an extension. If you decline to file an extension we have the right to decline to provide TurboTax Live Services to you. Through the TurboTax Live Services, the preparation of tax returns cannot be relied upon to discover errors, fraud or other irregularities in prior tax returns or other documents, should any exist. We will not independently audit or otherwise verify the information you submit, although we may ask you for clarification of some of the information.
6. Record Keeping. You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax returns. While Intuit will store certain tax records in accordance with IRS and/or state rules, you acknowledge and agree that you must comply with federal and state recordkeeping requirements, including those of the IRS. Intuit has no obligation to store your tax documents other than to the extent required by applicable law and regulation. You agree to hold Intuit harmless from any liability, including but not limited to, additional tax, penalties, interest and professional fees resulting from the disallowance of tax deductions due to inadequate documentation.
7. Approval of Final Tax Returns. You are responsible for the overall accuracy of the data in your final tax return(s). We will not file any tax returns until we receive your payment for the Services and your consent to e-file/submit your tax return(s). Your Expert will notify you when your tax return(s) is/are ready to file and Intuit may charge you for the Services at that time, regardless of whether you decide to proceed with filing. After payment, you will need to download and carefully review an electronic copy of your completed tax return(s) for accuracy and completeness. If you identify any errors in your tax return during your review (and before you approve), you agree to promptly notify your Expert and work with the Expert to correct the errors. To approve your return, you will electronically sign a completed Form 8879, IRS e-file Signature Authorization and any additional applicable state and local authorization forms required to allow Intuit to electronically file your tax return(s) or to be the preparer of your printed and mailed returns. These forms may use a third party e-signature provider which you agree to use. You agree that with your electronic signature on these forms you represent that you and any joint filer have received a copy of, reviewed and approved the final tax return(s) is complete and accurate. You and any joint filer or spouse also agree that, in the case of a jointly-filed return, you and such joint filer or spouse must both sign Form 8879 to complete the approval process.
8. Electronic Filing. Electronic filing may not be available for certain tax returns or in some states. Intuit's responsibility with respect to e-filing your tax return(s) is limited to using commercially reasonable efforts to facilitate your transmission of your tax return(s) to the applicable taxing authority who accepts them. If we cannot electronically transmit your tax return, you agree to manually print and sign the tax return and mail the tax return directly to the respective taxing authority in a timely manner. You will be responsible for postage and mailing of such tax return(s). When paper tax returns are used, the TurboTax Live Services shall be considered completed when your Expert notifies you that your return(s) are ready to file and access to the final electronic copies of your return(s) (along with any filing by-mail instructions) are provided to you.
9. Joint Filers. You agree that for returns with "married filing jointly" filing status, both spouses are deemed to be customers of Intuit and subject to the terms of this Agreement. Both individuals acknowledge that there is no expectation of privacy between the spouses by Intuit concerning the Services in connection with this Agreement. We shall be at liberty to share with either of you, without your consent of the other, partial or completed tax returns, tax documents and other information concerning the preparation of your tax return(s).
10. Specific Tax Situations. We will use reasonable judgment to resolve questions where a tax law may be unclear, to the extent permitted by professional conduct and applicable law and provided there is substantial authority for doing so. You may request a specific position, provided it is consistent with our understanding of the Internal Revenue Code ("IRC"), tax regulations, Revenue Rulings, Revenue Procedures, Private Letter Rulings and any related court cases or laws. For tax returns where the Expert is the preparer, if we disagree with the position you request, we may decline to prepare and sign your return, and you may cease use of the Services and complete your tax return(s) yourself using a method or service other than TurboTax Live.
11. Foreign Account Reporting. The U.S. imposes reporting requirements with respect to persons having certain direct and indirect interests in a foreign bank account or other foreign financial assets. Failure to comply with these reporting requirements may result in substantial civil and criminal penalties. You are responsible for informing us of all foreign assets, and we may determine that you are not eligible for TurboTax Live based on your situation with such foreign assets. If we prepare your individual income tax return, you will be responsible for filing any required foreign tax returns or required foreign account reporting, including FBAR Form 114. You, and not Intuit, assume all liability for any penalties associated with the failure to file, or untimely filing, of any of these forms.
12. Change or Termination of Services. Intuit reserves the right to refuse to prepare a tax return for any reason in its sole discretion. Additionally, the availability of TurboTax Live Experts or their ability to meet your tax filing deadlines is subject to reasonable timing allowed, prompt submission and presentation of documents and your prompt response to inquiries or requests for materials required for your tax return(s). Intuit reserves the right to revoke a delegated tax return for any reason in its sole discretion. TurboTax Live Services for tax preparation and filing of Tax Year 2021 returns are available through October 15, 2022, and paper filing of any required amended returns by mail, where the Expert is the preparer, are available through November 30, 2022. TurboTax Live also permits you to speak with an Expert regarding supported tax-related Tax Year 2021 questions you may have through December 30, 2022.

2.6 TurboTax Live Full Service. With the TurboTax Live Full Service version of the Services, an Intuit representative and/or outsourced tax preparer ("Expert") will prepare and electronically file your federal and/or state tax return(s) for you, subject to the following additional terms and conditions:

a. Service Description.

(i) TurboTax Live Full Service is available only for preparation of your federal and/or state individual income tax return(s) for Tax Year 2021 through October 15, 2022 and paper filing by mail for any required amended returns is available through November 30, 2022. TurboTax Live Full Service does not include preparation of any prior year returns or other types of tax returns that may be due to any taxing authority such as property, estate, business, local or sales tax returns. You are solely responsible for determining any other tax filing obligations you may have with the respective taxing authorities.

(ii) TurboTax Live Full Service also permits you to speak with an Expert regarding supported federal and state individual income tax-related Tax Year 2021 questions you may have through December 30, 2022.

(iii) TurboTax Live Full Service does not include tax planning services. Your Expert may provide suggestions or guidance or recommend tax savings strategies, however it is up to you to decide whether to follow such suggestions, and it is your sole decision and responsibility whether to act on any recommended actions. Where applicable, we may recommend estimated quarterly tax payment amounts based on your current year tax return and information you provide about future income. You are responsible for deciding whether and how to make such payments and for adjusting such payments if your financial situation changes.

(iv) Intuit, in its sole discretion and at any time, may determine that certain tax topics, forms and/or situations are not included as part of TurboTax Live Full Service and may decline to provide such Services.

(v) TurboTax Live Full Service does not include any legal or investment advice; tax, estate or investment planning; or other areas of advice.

b. Your Expert. Your engagement with your assigned Expert will conclude with either your Expert notifying you that your tax returns ready to file within TurboTax Online, notifying you that additional information is needed and you timely fail to respond to such requests, e-filed tax returns being sent and accepted by the taxing authority or delivery of electronic copies of completed tax returns to you (if you are paper filing by mail). Intuit may from time to time, in its sole discretion, need to assign another Expert to complete your tax return due to expertise, volume, availability or other circumstances. More than one Expert or other Intuit employee, assistant or contractor may work with your Expert to assist with collecting and reviewing your documents and other information, entering data, scheduling any contact with you and/or reviewing your tax return for accuracy. Intuit and/or its Expert may terminate your engagement, access to, and use of the Services if you do not respond to Expert requests within a reasonable amount of time.

c. Information You Provide:

(i) We will prepare your tax returns solely based on the information you have provided. You will provide this information by uploading relevant documents in an acceptable electronic format and in written responses to your Expert's questions and/or requests through our secure portal. It is your responsibility to promptly provide all information that we require for the preparation of complete and accurate tax returns. You represent that all

information you provide is true and accurate and that you have the right to share the information with Intuit.

(ii) We have the right, in our sole discretion, to cancel your TurboTax Live Full Service version of the Services if you fail to provide requested information or do not respond to the Expert's requests in a timely manner. If you provide any of your information within less than 10 days of the tax filing deadline, we may ask you to file an extension. If you decline to file an extension we have the right to decline to provide TurboTax Live Full Service to you.

(iii) Through TurboTax Live Full Service, the preparation of tax returns cannot be relied upon to discover errors, fraud or other irregularities in prior year tax returns or other documents, should any exist. We will not independently audit or otherwise verify the information you submit, although we may ask you for clarification of some of the information.

d. Record Keeping. You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax returns. While Intuit will store certain tax records in accordance with IRS and/or state rules, you acknowledge and agree that you must comply with federal and state recordkeeping requirements, including those of the IRS. Intuit has no obligation to store your tax documents other than to the extent required by applicable law and regulation. You agree to hold Intuit harmless from any liability, including but not limited to, additional tax, penalties, interest and professional fees resulting from the disallowance of tax deductions due to inadequate documentation.

e) Approval of Final Tax Returns. You are responsible for the overall accuracy of the data in your final tax return(s). We will not file any tax returns until we receive your payment for the Services and your consent to e-file/submit your tax return(s). Your Expert will notify you when your tax return is ready to file, and Intuit may charge you for the Services at that time, regardless of whether you decide to proceed with filing. After payment, you will need to download and carefully review an electronic copy of your completed tax return(s) for accuracy and completeness. If you identify any errors in your tax return during your review (and before you approve), you agree to promptly notify your Expert and work with the Expert to correct the errors. To approve your return, you will electronically sign a completed Form 8879, IRS e-file Signature Authorization and any additional applicable state and local authorization forms required to allow Intuit to electronically file your tax return(s). These forms may use a third party e-signature provider which you agree to use. You agree that with your electronic signature on these forms you represent that you and any joint filer have received a copy of, reviewed and approved the final tax return(s) as complete and accurate. You and any joint filer or spouse also agree that, in the case of a jointly-filed return, you and such joint filer or spouse must both sign Form 8879 to complete the approval process.

f) Electronic Filing. Electronic filing may not be available for certain tax returns or in some states. Intuit's responsibility with respect to e-filing your tax return(s) is limited to using commercially reasonable efforts to facilitate your transmission of your tax return(s) to the applicable taxing authority who accepts them. If we cannot electronically transmit your tax return, you agree to manually print and sign the tax return and mail the tax return directly to the respective taxing authority in a timely manner. You will be responsible for postage and mailing of such tax return(s). When paper tax returns are used, the Services shall be considered completed when your Expert notifies you that your return is ready to file and access to the final electronic copies of your return (along with any filing-by-mail instructions) are provided to you.

g) Joint Filers. You agree that for returns with "married filing jointly" filing status, both spouses are deemed to be customers of Intuit and subject to the terms of this Agreement. Both individuals acknowledge that there is no expectation of privacy between the spouses by Intuit concerning the Services, in connection with this Agreement. We shall be at liberty to share with either of you, without prior consent of the other, partial or completed tax returns, tax documents and other information concerning the preparation of your tax return(s).

h) Specific Tax Situations. We will use reasonable judgment to resolve questions where a tax law may be unclear, to the extent permitted by professional conduct and applicable law and provided there is substantial authority for doing so. You may request a specific position, provided it is consistent with our understanding of the IRC, tax regulations, Revenue Rulings, Revenue Procedures, Private Letter Rulings and any related court cases or laws. For TurboTax Full Service, where the Expert is the preparer, if we disagree with the position you request, we may decline to prepare and sign your return and you may cease use of the Services and complete your return(s) yourself using a method or service other than TurboTax Live Full Service.

i) Foreign Account Reporting. The U.S. imposes reporting requirements with respect to persons having certain direct and indirect interests in a foreign bank account or other foreign financial assets. Failure to comply with these reporting requirements may result in substantial civil and criminal penalties. You are responsible for informing us of all foreign assets and we may determine that you are not eligible for TurboTax Live Full Service based on your situation with such foreign assets. If we prepare your individual income tax return, you will be responsible for filing any required foreign tax returns or required foreign account reporting, including FBAR Form 114. You, and not Intuit, assume all liability for any penalties associated with the failure to file, or untimely filing, of any of these forms.

j) Change or Termination of Services. Intuit reserves the right to refuse to prepare a tax return for any reason in its sole discretion. Additionally, the availability of TurboTax Live Full Service Experts or their ability to meet your tax filing deadlines is subject to reasonable timing allowed, prompt submission and presentation of documents and your prompt response to inquiries or requests for materials required for your tax return(s).

3. HELP AND SUPPORT

Intuit may use a variety of methods (e.g., in-product, widgets, Internet, remote access, online community, chat, e-mail, video and phone) to provide technical support and customer service in connection with the Services. The terms and conditions governing the offering of this support, which may require the payment of an additional fee, are subject to change as announced by Intuit from time to time. If you choose to allow an Intuit agent to have remote access to your computer via the Internet to provide help, you should close other browsers or applications or follow other instructions to enable such access. Consult the TurboTax Online Help and Support website for the most up-to-date information relating to this support and any associated charges. Except as otherwise provided herein, the Services are not accessible after October 15 of each applicable year and shall not be supported beyond that date.

4. GUARANTEES

(a) TurboTax Accurate Calculation Guarantee. Intuit works to ensure the accuracy of the calculations on every form prepared using the Services.

(i) If you are a registered user and you pay an IRS or state penalty and/or interest solely because of a calculation error on a form prepared for you using TurboTax Online, and not as a result of, among other things, your failure to enter all required information accurately, willful or fraudulent omission or inclusion of information on your tax return, misclassification of information on the tax return or failure to file an amended return to avoid or reduce an applicable penalty/interest after Intuit announced updates or corrections to the TurboTax Online software in time for you to file an amended return, then Intuit will pay you in the amount of the IRS or state penalty and/or interest paid by you to the IRS or state. In this regard, you are responsible for keeping Intuit apprised promptly of any change in your email address, mailing address and/or phone number so that you can be notified of such updates or corrections. The Accurate Calculation Guarantee does not apply to tax forms completed in which the data is entered directly by you, rather than through the use of the in-product TurboTax interview guidance. You are responsible for paying any additional tax liability you may owe and providing any other information Intuit reasonably requests to validate your claim. A "registered user" is a user from whom Intuit has received the information necessary to permit such person to print or electronically file a tax return prepared using the TurboTax Online Services and who complies with the terms and conditions of this Agreement.

(ii) If you believe such a calculation error occurred, you must notify Intuit as soon as you learn of the mistake (and in no event later than thirty (30) days after the penalty or interest is assessed and within the applicable federal and/or state tax filing statute of limitation). For the most current information go to https://ttlc.intuit.com/community/charges-and-fees/help/how-do-i-submit-a-claim-under-the-turbotax-100-accurate-calculation-guarantee-or-100-accurate-expert/00/26065 or send by mail to TurboTax Accuracy Guarantee, 2800 E Commerce Center Place, Tucson, AZ 85726-8867. Intuit will then contact you promptly to resolve the issue. To validate the claim, **Intuit may require your TurboTax tax data file** (particularly if you did not electronically file), a copy of the IRS/state notice and any other documents to support the income or deduction.

(b) Maximum Refund (or Tax Savings) Guarantee or Your Money Back.

(i) If you are a registered user of TurboTax and you receive a larger refund amount or pay a smaller tax due amount using a tax preparation method other than TurboTax, then Intuit will refund to you the applicable purchase price paid by you for the federal and/or state TurboTax Services you purchased. TurboTax Free Edition customers are entitled to payment of $30. Claims must be submitted within sixty (60) days of the date you filed your tax return using TurboTax but no later than December 15 of the applicable tax filing season. All other fees are excluded, including electronic filing fees, Audit Defense, Refund Processing Service and technical support fees. This guarantee cannot be combined with the Satisfaction Guarantee below.

(ii) To qualify, the larger refund or smaller tax due cannot be attributed to variations in data you provided for tax preparation or for 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 a tax preparation method other than TurboTax, you must notify Intuit within sixty (60) days of the date you filed your tax return with the following documents: (1) copy of your TurboTax store sales receipt or shipment packing slip, (2) copy of your proof of payment for another tax preparation method (if applicable), (3) copy of your TurboTax data file, (4) copy of the printed return from the other tax preparation method and (5) letter stating your refund or tax due amount using TurboTax and your refund or tax due amount using another tax preparation method. For the most current information available, go to https://ttlc.intuit.com/questions/1908546-maximum-refund-or-tax-savings-guarantee-or-your-money-back or send by mail to TurboTax Maximum Refund Guarantee, 2800 E Commerce Center Place, Tucson AZ 85726-8867. Please use a traceable mailing method and maintain copies of submitted items for your records. Claims of non-payment will require photocopy substantiation of all required items. Please allow up to 6 weeks for processing and delivery. If after 8 weeks you have not received your check, contact us at the TurboTax support website. Any materials submitted to Intuit are understood to be non-returnable.

(c)) Satisfaction Guaranteed (or Guaranteed Easy). Some versions of the Services may allow you to use the TurboTax Services without charge up to the point you decide to print or electronically file your tax return. Printing or electronically filing your return reflects your satisfaction with Service and your acknowledgement that you understand that you are voluntarily paying for the Service, at which time you will be required to pay or register for the Services.

(d) Audit Support Guarantee.

(i) If you are a registered user of TurboTax and you receive an audit letter from the IRS or State Department of Revenue relating to your current year TurboTax return, then Intuit will provide free audit guidance (what to expect and how to prepare) from a tax professional available to help answer your audit questions regarding your audited returns filed with TurboTax for the current tax year (2021) and the past two tax years (2020 and 2019). Audit Support Guarantee is applicable to Federal and State audit letters and/or notices. We will not be your representative or provide legal advice. If we are not able to connect you to one of our tax professionals for audit guidance, then you are entitled to a refund of the applicable purchase price paid by you for the federal and/or state TurboTax Services you purchased for the applicable tax year. TurboTax Federal Free Edition customers are entitled to payment of $30. Claims must be submitted within sixty (60) days of the date you received your audit guidance but no later than June 15, three years following the applicable tax filing season. All other fees are excluded, including electronic filing fees, Audit Defense, Refund Processing Service and technical support fees. This Guarantee cannot be combined with any other Guarantee. Excludes TurboTax Business (forms 1065, 1120, 1120S, and 1041).

(ii) To qualify, you must successfully e-file or print and mail your individual federal and any state income tax return(s) (with paid or qualifying free federal return) using TurboTax. Claims must be submitted to Intuit within sixty (60) days of the date you received your audit guidance but no later than June 15, three years following the applicable tax filing season, by submitting a claim with the following documents: (1) copy of your TurboTax proof of payment and (2) IRS or State audit letter. Send the claim by mail to TurboTax Audit Support Guarantee, 2800 E Commerce Center Place, Tucson, AZ 85726-8867. For the most current information available, go to https://ttlc.intuit.com/questions/1901504-what-is-the-turbotax-audit-support-guarantee. Please use a traceable mailing method and maintain copies of submitted items for your records. Claims of non-payment will require photocopy substantiation of all required items. Please allow up to 6 weeks for processing and delivery. If after 8 weeks you have not received your check, contact us. To validate your claim, and as a precondition of refund payment, Intuit may require your TurboTax data file for the applicable tax year and/or other supporting information such as copies of your printed tax returns. Any materials submitted to Intuit are understood to be non-returnable.

(e) TurboTax 100% Accurate, Expert Approved Guarantee. The following guarantee shall apply only to TurboTax Live and TurboTax Live Full Service.

(i) If you are a registered user of TurboTax Live or TurboTax Live Full Service and you pay an IRS or state penalty and/or interest solely because of an error the Expert made while preparing your return, providing topic-specific tax advice, a section review or on a form signed by the Expert and not as a result of, among other things, your failure to provide all required information accurately, willful or fraudulent omission or inclusion of information for your tax return, misrepresentation of your tax information or failure to file your tax return on time or to take other action requested by the Expert, then Intuit will pay you the amount of the IRS or state penalty and/or interest paid by you to the IRS or state. If applicable, at Intuit's reasonable sole discretion, we may also provide you with an amended tax return with no additional fee. You are responsible for keeping Intuit apprised promptly of any change in your email address, mailing address and/or phone number so that you can be notified of updates or corrections. You are also responsible for paying the TurboTax Live or TurboTax Live Full Service fees, any tax liability you still may owe and providing any other information Intuit reasonably requests to validate your claim. A "registered user" is a user from whom Intuit has received the information necessary to provide TurboTax Live Full Service and who complies with the terms and conditions of this Agreement.

(ii) If you believe such an error occurred, you must notify Intuit as soon as you learn of the mistake (and in no event later than thirty (30) days after the penalty or interest is assessed and within the applicable federal and/or state tax filing statute of limitation). For the most current information go to https://ttlc.intuit.com/community/charges-and-fees/help/how-do-i-submit-a-claim-under-the-turbotax-100-accurate-calculation-guarantee-or-100-accurate-expert/00/26065, or send by mail to TurboTax 100% Accurate, Expert Approved Guarantee, 2800 E Commerce Center Place, Tucson, AZ 85706. Intuit will then contact you promptly to resolve the issue. To validate the claim, Intuit may require a copy of the IRS/state notice and any other documents that support the information on your tax return.

(f) TurboTax Free. Federal and state tax returns filed through TurboTax Free Edition are guaranteed to be free. TurboTax Free Edition is for simple tax returns only. A simple tax return is Form 1040 only (without any additional schedules). Situations covered:

- W-2 income
- Limited interest and dividend income reported on a 1099-INT or 1099-DIV
- Claiming the standard deduction
- Earned Income Tax Credit (EITC)
- Child tax credits
- Student Loan Interest deduction

Your specific tax return may not qualify based on the additional details of your return.

5. THIRD PARTY SERVICES

To facilitate Third Party Services, Intuit may be required to obtain your explicit consent for disclosure and/or use of your information. By accepting these Third Party Services agreements and consents, you authorize Intuit to use and disclose your information, including name and address, to the third party for the purpose of making the Third Party Services you choose available to you. For some Third Party Services, we may submit an application on your behalf using your information to assist you in obtaining a benefit provided by a third party. You acknowledge that Intuit does not determine if you receive the benefit and that you are solely responsible for meeting the third party's requirements and complying with applicable laws and regulations. You may need to provide us with your account number, password, security questions and answers and other necessary login information ("Login Details"). You hereby represent that you have the authority to provide the Login Details to Intuit, and you expressly appoint Intuit as your, or the third party who owns the Login Details, agent with limited power of attorney to access any Third Party Services on your behalf. You must provide true and accurate information. A third party's terms and conditions are generally found on the third party's website. However, the applicable terms and conditions for the audit defense memberships are accessible on the TurboTax website. Your participation in Third Party Services indicates your acceptance of such terms and conditions for such Third Party Services. If you sign up for a Third Party Service that requires access to your information on an ongoing basis and you subsequently want us to stop making your information available to such third party, you should discontinue use of the Third Party Services. **If you sign up for the Refund Processing Service, which may enable you to deduct certain fees and any applicable tax from the proceeds of your tax refund, you authorize Intuit (and its third party processor) to debit these amounts (excluding the Refund Processing Service Fee) from the bank account you identify as your Direct Deposit Bank Account in the event that you do not receive a tax refund that is sufficient to pay for them or in the event that your tax refund is delayed. Note that the Refund Processing Service fee is payable to the bank whether or not your refund is large enough to cover your TurboTax fees.** You should evaluate all Third Party Services based on your own assessment and review of their terms and conditions.

6. User ID and Password Security

You are the only person authorized to use your user ID and password and are responsible for maintaining the confidentiality of your user ID and password. You shall not permit or allow other persons to have access to or use your user ID and password. You are responsible for the use of the Services under your user ID. If you have not electronically filed or printed your tax return, you must create a user ID and password in order for you to access your tax return data at a later date. You must remember your user ID and password to electronically transfer your tax return information into next year's tax return. If you do not complete your Tax Year 2021 return prior to October 15, 2022, your tax return information will be deleted from our systems.

7. Privacy of Personal and Tax Return Information

At Intuit, we place the highest importance on respecting and protecting the privacy of our customers. Our most important asset is our relationship with you. We want you to feel comfortable and confident when using our products and services and when entrusting your personal and tax return information to us. Our full Global Privacy Statement can be found on the Intuit website. To contact us with a question, visit our website or write to us at: Privacy Team, TurboTax, 2800 E Commerce Center Place, Tucson, AZ 85706.

You are responsible for protecting the information on your computer such as by installing anti-virus software, updating your software, password protecting your files and not permitting third party physical or electronic access to your computer or tax files.

You may provide us with your telephone number as part of your customer record or registration or via other methods. You understand and agree that the Services may require multiple sources of information about you to confirm your identity and help ensure the security of your personal use of TurboTax, often referred to as "multi-factor authentication" ("MFA"). Part of the MFA identity authentication and verification process may involve Intuit sending text message(s) containing security code(s) to your telephone number. You agree to receive these text message(s) from Intuit containing security code(s) as part of the MFA process.

With MFA, you also agree and consent to us obtaining and using information from your mobile phone service

provider, solely for the purposes of verifying your identity and to compare information you have provided to Intuit (such information may include from your mobile phone service provider account record: your name, address, email, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other mobile phone subscriber details). You also agree that your acceptance of a Third Party Refund Processing Service Agreement will authorize the sharing of the bank account information you provide to the provider and your authorization to debit your bank account for fees, charges and any applicable taxes owed to Intuit if your tax refund is not sufficient in amount to pay for those fees, charges and taxes (if any).

By providing a telephone number in connection with the Services, you verify that you are the current subscriber or owner of that number. In addition, you expressly agree that Intuit and its affiliates may contact you by telephone or text message (including through the use of artificial voices, prerecorded voice messages and/or autodialed calls and text messages) to the telephone number you provide or to any number provided to us on your behalf, for various purposes including verifying your identity, providing you with important notices regarding your account or use of the Services, fulfilling your requests or letting you know about promotions or Other Intuit Services we think we may be of interest to you. Your consent to receive automated calls and texts is completely voluntary, and you may opt out any time. You acknowledge that if you do not opt out, we may contact you even if your number is listed on a do-not-call list or if you cancel your account or terminate your relationship with us. You do not have to agree to receive promotional calls or texts as a condition of purchasing any goods or services.

You understand and agree, for any text messages sent to you in connection with the Services, that: (a) message frequency may vary, (b) message and data rates may apply, and Intuit is not responsible for these charges, (c) you may reply HELP for information, (d) you can reply STOP to opt out at any time (though if you do, you agree to receive a single message confirming your opt-out) and (e) neither Intuit nor mobile carriers involved in the text messaging are liable for delayed or undelivered messages. To opt out of automated voice calls, you must provide us with written notice revoking your consent by contacting us as described in the "How to Contact Us" section of our Privacy Statement, and including your full name, mailing address, account number and the specific phone number(s) you wish to opt out of such calls.

You also acknowledge and agree that your telephone calls to or from Intuit or its affiliates may be monitored and recorded. You must notify us immediately of any breach of security or unauthorized use of your telephone. Although we will not be liable for losses caused by any unauthorized use of your telephone, you may be liable for our losses due to such unauthorized use.

8. USE WITH YOUR MOBILE DEVICE.

8.1 Mobile access to the Services requires a compatible mobile browser and/or the download and installation of an authorized mobile app and may not be available for all mobile devices or telecommunication providers. You will need to check the Services website to ensure your mobile device and telecommunications provider are compatible with TurboTax Online. Intuit is not obligated to provide a compatible version of the Services (including but not limited to a compatible mobile app) for all mobile devices, operating systems or telecommunication providers, all of which are subject to change by Intuit at any time without notice to you.

8.1(a) If you choose to access and use the Services through a mobile app provided by Intuit ("Mobile App"), solely as part of the Services, Intuit hereby grants you a limited, personal, non-exclusive, revocable, non-transferable license to download, install and use a single copy of the Mobile App on your own personal mobile device(s) solely for the purpose of preparing and filing your own Tax Year 2021 personal federal and state income tax return(s) via the Services, where and if made available by Intuit. You agree that your access to and use of the Services via, through, by or within the Mobile App is governed by this Agreement. You further agree that your download, installation and use of the Mobile App is also governed by this Agreement, including but not limited to the disclaimer(s) of warranties, limitation(s) of liability and damages, dispute resolution and other terms of this Agreement.

8.1(b) You acknowledge and agree that the Mobile App is licensed, not sold. You agree not to use, nor permit any third party to use, the Mobile App in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give the Mobile App or any part of the Mobile App to any third party;
- Reproduce, duplicate, modify, copy, sell, trade, lease, rent or resell the Mobile App;
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- Attempt unauthorized access to any Intuit systems that are not part of the Services;
- Permit any third party to benefit from the use or functionality of the Mobile App via a rental, lease, timesharing, service bureau, hosting service or other arrangement;
- Decompile, disassemble or reverse engineer the Mobile App; or
- Make the Mobile App available on any file-sharing or application hosting service.

8.2 Apple Requirements. If you downloaded the Services from the Apple iTunes App Store, the following terms also apply to you:

A. Acknowledgement: You acknowledge that this Agreement is between you and Intuit only, and not with Apple, and Intuit, not Apple, is solely responsible for the Services and the content thereof.

B. Scope of License: The license granted to you for the Services is a limited, non-transferable license to use the Services on an iPhone OS Product that you own or control and as permitted by the Usage Rules set forth in the Apple iTunes App Store Terms of Service.

C. Maintenance and Support: Intuit and not Apple is solely responsible for providing any maintenance and support services with respect to the Services. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.

D. Warranty: Intuit is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Services to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Services to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Intuit's sole responsibility.

E. Product Claims: Intuit, not Apple, is responsible for addressing any user or third party claims relating to the Services or the user's possession and/or use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

F. Intellectual Property Rights: You acknowledge that, in the event of any third party claim that the Services or your possession and use of the Services infringes that third party's intellectual property rights, Intuit, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

G. Legal Compliance: You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

H. Developer Contact Info: You may direct any questions, complaints or claims to: Intuit Inc., 2632 Marine Way, Mountain View, CA 94043.

I. Third Party Terms of Agreement: You must comply with any applicable third party terms of agreement when using the Services, e.g., if you are using a VoIP application, then you must not be in violation of their wireless data service agreement when using the Services.

J. Third Party Beneficiary: You acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.

9. LIMITATION OF LIABILITY AND DAMAGES.

YOU UNDERSTAND THAT INTUIT WILL NOT AUDIT OR OTHERWISE VERIFY ANY INFORMATION YOU PROVIDE AND IS NOT RESPONSIBLE FOR DISALLOWED DEDUCTIONS OR THE INCLUSION OF ADDITIONAL UNREPORTED INCOME OR RESULTING TAXES, PENALTIES OR INTEREST.

EXCEPT FOR THE REIMBURSEMENT FOR CALCULATION ERRORS DESCRIBED IN SECTION 4 OF THESE SUPPLEMENTAL TERMS, THE ENTIRE CUMULATIVE LIABILITY OF INTUIT AND ITS SUPPLIERS FOR ANY REASON ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED AS SET FORTH IN SECTION 9 OF THE GENERAL TERMS.

INTUIT SHALL NOT BE LIABLE FOR LOSS OF PROFITS OR INVESTMENT, TAX POSITIONS TAKEN BY YOU, INABILITY TO FILE YOUR RETURN, DELAY IN PREPARING YOUR TAX RETURN, INCORRECT OR INCOMPLETE INFORMATION PROVIDED TO INTUIT OR ANY ACCESS TO, OR USE OF, YOUR PASSWORD AND USER ID BY AN UNAUTHORIZED PERSON.

Intuit shall not be liable for any default or delay in the performance of its 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 or other hostilities, labor disputes, civil disturbances, the actions or omissions of third parties, electrical or communication system failures or governmental action.

THE FINANCIAL INSTITUTIONS THROUGH WHICH YOU ACCESS TURBOTAX FOR ONLINE BANKING SHALL NOT HAVE LIABILITY RESULTING FROM YOUR USE OF THE SERVICES.

10. MISCELLANEOUS MATTERS.

You agree that Intuit is not acting as your agent or fiduciary in connection with your use of any Services.

You can contact Intuit Inc. by mail at TurboTax, Intuit Inc., 2800 E Commerce Center Place, Tucson, AZ 85706 or by calling 888-777-3066 if you have a question or concern about any product or service we sell over the Internet. The address and telephone number of the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs is: 400 R Street, Suite 1080, Sacramento, CA 95814-6200, 800-952-5210.

10.1 Additional Third Party Software Licensing Terms. The Services and corresponding mobile app may contain third party software components which are governed by and subject to commercial terms and licenses as provided below. You must comply with any such commercial terms and licenses with regard to these separate third party software components. Intuit makes no warranty concerning these third party software components.

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Updated October 2021

Your security. Built into everything we do.
Here's how

* Important offer details and disclosures

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Deluxe to maximize tax deductions
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TaxCaster refund estimator app
ItsDeductible donation tracker app

Help and support
TurboTax support
Contact us
TurboTax Advantage support
Where's my refund
Pay NY estimated taxes
Getting started with TurboTax
Refund status support
After filing your taxes

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Tax bracket calculator
Check e-file status refund tracker
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