

TAX PROGRAM LICENSE AND SERVICES AGREEMENT

TABLE OF CONTENTS

1. License and Permitted Use
2. License Restrictions
3. Ownership and Proprietary Rights
4. Ask A Tax Advisor Service
5. Signature Services
6. Privacy; Account Information; State Returns; Electronic Filing
7. Accuracy of Calculations; Maximum Refund Guarantee
8. Signature Guarantee
9. Exclusion of Other Warranties
10. Limitations on Liability and Damages
11. Arbitration Provision
12. Consent to Electronic Communications
13. Security Tips
14. Miscellaneous

This Tax Program License and Services Agreement (the "Agreement") is a legally binding contract among H&R Block Digital Tax Solutions, LLC, a Delaware limited liability company ("Block"), H&R Block Services, Inc. ("HRB") and you, the licensee obtaining a license to use and access the TaxCut Online program ("TaxCut Program") or H&R Block Signature program ("Signature Program") described below (individually referred to sometimes as "Tax Program") during the term of this Agreement. This Agreement governs your use of the 2007 tax-year version of the Tax Program, including any updates and revisions to the Tax Program that Block may make available. Block is willing to provide you with access to the Tax Program only on the condition that you accept all of the terms and conditions contained in this Agreement. BY CLICKING YOUR ACCEPTANCE OF THIS AGREEMENT, OR BY ACCESSING OR USING THE TAX PROGRAM OR ANY COMPONENT OF THE TAX PROGRAM, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE TAX PROGRAM.

1. License and Permitted Use

Subject to the terms and conditions of this Agreement, Block grants to you a limited, non-exclusive, non-sublicensable, non-transferable right and license to access, display and use the Tax Program to prepare or provide information for your U.S. federal and state tax returns and, after payment of any applicable fees, to view, print or file your tax returns (such license shall be the "License").

This License is expressly conditioned on your: (i) only using the Tax Program at or through Block's world wide web online computer service at <http://www.taxcut.com>, <http://www.hrblock.com> or a licensed third party Web site; (ii) only using the Tax Program in the manner permitted by this Agreement and in accordance with the type of license that you obtained and for which you have paid any applicable fees; and (iii) using the Tax Program for your and your family members' own personal non-commercial use, solely in connection with completing and filing your tax returns (e.g., you may not use the Tax Program in connection with providing tax advice or any other related services to any other party). Notwithstanding the above, in no event shall this License be used to prepare more than one federal income tax return or more than

three (3) state income tax returns. You agree that you shall have sole responsibility and liability for reviewing your federal and state tax returns for accuracy and completeness, and for otherwise verifying any results derived from using the Tax Program, prior to filing.

Block will use commercially reasonable efforts to make the Tax Program (or a comparable replacement tax preparation program) available until October 15, 2008, subject to maintenance, testing and other limitations described in this Agreement. Thereafter the Tax Program will be offered at the sole discretion of Block.

[Back to Top](#)

2. License Restrictions

You may not, directly or indirectly: (i) copy, re-distribute, sell, rent, loan, resell or transfer the Tax Program or any rights in or to the Tax Program to any other person, without the prior express written permission of Block; or (ii) use the Tax Program in other than their intended manner or for the benefit of any third parties, including by making the Tax Program available on an application service provider, outsourcing or service bureau basis, or by using or accessing the Tax Program to prepare or file tax returns for any other person for a fee or other consideration and you agree to indemnify, defend and hold harmless Block against any losses, liabilities, claims, costs or expenses, including reasonable attorneys' fees and enforcement costs, arising out of or relating to any such use or access. Block reserves all rights not expressly granted to you. Unless and to the extent that applicable laws may require otherwise, you may not decompile, disassemble, or reverse engineer the Tax Program, or seek to derive the source code.

[Back to Top](#)

3. Ownership and Proprietary Rights

You acknowledge that you are receiving LICENSED RIGHTS only. Title and ownership to the Tax Program and all associated copyrights and other intellectual property rights are retained by Block and its licensors. Through your use of the Tax Program, you acquire no ownership interest in the Tax Program, or any component of the Tax Program. No right, title or interest in or to any trademark, service mark, logo or trade name of Block or its licensors is granted to you under this Agreement. Block reserves all rights related to ownership of the Tax Program.

[Back to Top](#)

4. Ask A Tax Advisor Service.

Using the Ask a Tax Advisor service ("ATA Service"), you will be able to select from one or more tax advisors to submit a tax related question and receive responses to such questions by Block or HRB through the H&R Block or TaxCut web sites, telephone or electronic mail. Depending on the online product you use, additional charges may apply for ATA Services. In some cases, your question or request (the "ATA Request") could be answered within thirty (30) minutes by Block or HRB representatives or, depending on the nature of your question, a response will be researched and provided to you at a later time. Subject to this Section 4, in cases where your ATA Request is not answered within thirty (30) minutes, Block and HRB agree to use commercially reasonable efforts to provide the ATA Service in a timely manner; provided you agree to cooperate with Block or HRB, as applicable, to provide the information requested by Block or HRB and review information provided or prepared by Block or HRB in a timely manner and reasonably in advance of any applicable tax filing deadlines. You are solely responsible for any telephone, data or other communications charges associated with your use of the ATA Service. Block and HRB reserve the right to terminate your access to the ATA Service for any or no reason. Response times to your ATA Request may vary during times of increased volume of inquiries; due to technical problems with HRB's or Block's systems; where you present questions of unusual complexity or detail; or where you have not provided all the necessary information to

adequately answer a question. For these or other reasons, Block or HRB may not be able to answer a particular ATA Request in a timely manner, or at all. Depending on the complexity or nature of an ATA Request, Block and HRB reserve the right to refuse any such ATA Request and refund to you any fee paid by you for the ATA Service. Neither Block nor HRB are providing to you, and the ATA Service provided by Block or HRB herein to you, is not and shall not be deemed nor construed to be legal advice, financial advice or investment recommendations. Block and HRB recommend that you consult with your own legal, financial and/or investment advisors, where appropriate. The response by Block or HRB to your ATA Request may not be a direct answer, but may consist of a reference to applicable Internal Revenue Service ("IRS") regulations which Block or HRB believes are appropriate. In such case, it is your responsibility to interpret such regulations and their applicability to your particular situation. The ATA Service is limited to United States tax issues and to customers who are eighteen (18) years of age or older. Additionally, the ATA Service does not include solutions to payroll tax questions or questions about the tax law applicable to estates, trusts, corporations, partnerships, gifts and tax exempt organizations. The ATA Service provided by Block or HRB is for your personal, non-commercial use only. You may not use the information provided by Block or HRB in connection with the ATA Service for any purpose except for the preparation of your personal, individual tax return. You have sole responsibility and liability for reviewing your federal and state tax returns for accuracy and completeness, and for otherwise verifying results derived from using the ATA Service prior to filing.

[Back to Top](#)

5. Signature Services

Block may offer, and you may elect and pay for, supplemental tax return preparation services, tax return review, tax advice or related services in connection with your use of the Signature Program as described in this paragraph (collectively, the "Signature Services"). Depending on the type of service you elect and pay for, Block or HRB, as applicable, will provide tax advice, review a tax return you have prepared, prepare your tax return using information you have provided in the Tax Program, or electronically file your tax return with the IRS or state revenue authority. Block and HRB agree to use commercially reasonable efforts to provide the Signature Services you have elected and purchased in a timely manner; provided that you agree to cooperate with Block and HRB and provide any information, tax forms, records or documentation requested by Block or HRB and review information provided or prepared by Block or HRB in a timely manner and reasonably in advance of any applicable tax filing deadlines. Block and HRB reserve the right to refuse to provide service to any person, or to charge an additional hourly service fee for manual data entry or other services or tax schedules.

[Back to Top](#)

6. Privacy; Account Information; State Returns; Electronic Filing

You acknowledge receipt of the Block privacy policy <http://www.taxcut.com/privacy> made available to you in connection with use of the Tax Program, and which is incorporated into this Agreement by reference.

When using the Tax Program, you will enter certain personal and tax information in order to prepare your tax return. Block will set up a personal account for you to access such information, and you must have your user name and password to access your account. You must retain and protect your password, and not give your password to anyone. If you lose or do not remember your password or sign-on information, Block may be unable to retrieve your account information.

You understand and agree that Block cannot and does not guarantee the performance of the Internet or any third party or third party system, or that, once transmitted, the applicable taxing

authority will receive, accept or process your return (e.g., due to failures of the Internet or of the tax authority's computer systems or networks, due to your entering incorrect contact or identifying information, or any other reason beyond Block's control). Block's responsibility with respect to your filing is limited to using commercially reasonable efforts to transmit your return electronically to the applicable taxing authority if you elect and qualify for electronic filing. You are responsible for verifying that your filing has been received by the applicable taxing authority and for taking appropriate alternative action if necessary. You also agree to print and retain a copy of your tax returns for your records.

Use of the Tax Program to view, prepare, print or file state tax returns may require payment of an additional fee. Electronic filing is not available in some states. Some states may require you to electronically file your federal and state tax returns at the same time.

[Back to Top](#)

7. Accuracy of Calculations; Maximum Refund

(A) Accuracy of Calculations.

1. Block undertakes to reimburse you, after you pay the IRS, for the amount of the penalty and interest paid by you that you would otherwise not have been required to pay, up to a maximum of ten thousand dollars (\$10,000), due to either of the following three situations in connection with your use of the Tax Program, but only if you meet all of the conditions described in Section 7(A)2 below:

(a) The penalties and/or interest are assessed against you by the IRS for a 2007 tax year return due solely to an arithmetic error made by the Tax Program, and not to an incorrect entry of data or any other reason; or

(b) The penalties and/or interest are assessed against you by the IRS for a 2007 tax year return due solely to incorrect advice provided to you by Block or HRB on Block's designated message board in connection with the ATA Service and your reliance on that advice results in your payment of a penalty and/or interest to the IRS. (This excludes any communication with you by telephone or otherwise in connection with these services.)

(c) The penalties and/or interest are assessed against you by the IRS for a 2007 tax year return due solely to an error made by Block or HRB in the preparation of your tax return that results in your payment of a penalty and/or interest to the IRS when you paid Block to prepare and sign your tax return pursuant to the Signature Program.

Block will reimburse you for penalties and/or interest paid by you in the above situations to state tax authorities only for those individual states for which you have paid Block for use of the state portion of the Tax Program and used such Tax Program to file the state tax returns. Under no circumstances will Block pay additional taxes due, unless you accept and pay an additional fee for the Peace of Mind Extended Service Plan which is only available for Signature Program users, and then only in accordance with the Peace of Mind Extended Service Plan terms and conditions.

2. Block will only pay the penalties and interest described above in Section 7(A)1 above, if all of the following conditions are met:

(a) The penalty or interest must not be due to an incorrect entry of data by you or any third party (including through any automated tax data import feature). The penalty or interest must not be due to your failure to follow instructions in the Tax Program, your failure to correct and resolve errors identified by the Tax Program, a claim for an improper or unsupported deduction, a failure to report income, your failure to provide all necessary information to Block, or any other reason outside the control of Block.

(b) You notified Block at Attn: OTP Claims, H&R Block Digital Tax Solutions, 4400 Blue Parkway, Kansas City, Missouri 64130 within 30 days after you learned of

the mistake or received a notice from any tax authority regarding your tax return. In addition, you sent Block complete documentation of the penalty and interest including all correspondence to and from each tax authority, a copy of your tax returns as filed with each tax authority, proof that you paid the penalty and/or interest, and any other relevant information Block reasonably requests.

(c) You took any action reasonably requested by Block, including filing an amended tax return if necessary, to limit any further penalties and interest from accruing.

(d) The penalty and interest was for a return filed before April 15, 2008, or if the filing date is properly extended, before October 15, 2008. However, if you filed your return late, Block will not pay interest from April 15, 2008 to the date you actually file your return.

(e) The penalty or interest pertains only to your individual tax return and not a business return.

(f) You have complied with all terms and conditions of this Agreement, including the license restrictions and you have not intentionally provided any false information in connection with your account registration or tax return.

(g) You paid the applicable fee, if any, to Block for license of the Tax Program(s) and any applicable ATA or Signature Services, as applicable, at the time of the initial filing or printing of your tax return.

(h) The penalty or interest must not be based upon incorrect advice you receive from Block or HRB that you knew was incorrect at the time you filed your return.

In no event will Block reimburse you for more than an aggregate of ten thousand dollars (\$10,000) in interest and penalties owed to the IRS and any state revenue authorities based upon all tax returns you filed for the 2007 tax year, regardless of whether the tax returns are federal or state returns. THIS SECTION 7 STATES BLOCK'S ENTIRE OBLIGATION AND LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY, FOR ANY ERRORS IN YOUR RETURN CAUSED BY THE TAX PROGRAM OR BY BLOCK OR HRB.

B. Maximum Refund.

If you find another tax preparation method that results in a larger refund (or smaller tax liability) than that calculated by the Tax Program, Block will refund the tax preparation fees paid by you to use the Tax Program to prepare that tax return. To qualify, the larger refund or smaller tax liability must not be due to differences in your data supplied by you, or positions taken on your return that are contrary to law. Claims must be made in the calendar year in which your tax return was prepared and filed. You must make a claim by calling 1-888-482-9288 as soon as you learn of the larger refund or smaller tax liability and you must send Block complete documentation of the data provided in connection with the other tax preparation method and a copy of your tax return prepared using the other tax preparation method and other information Block reasonably requests.

The rights and benefits afforded by this Section 7 are personal to the original licensee purchasing the License to the Tax Program from Block or from its authorized reseller; they may not be assigned or otherwise transferred to any other party and do not apply to any family members of the original licensee.

[Back to Top](#)

8. Signature Guarantee.

When a tax professional signs your return using the Signature Service, if the IRS audits or serves notice to you, promptly call the H&R Block number listed on your tax return and an HRB representative will assist in answering questions regarding the preparation of your return.

[Back to Top](#)

9. Exclusion of Other Warranties

OTHER THAN THOSE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THERE ARE NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF ANY KIND ARISING OUT OF OR RELATING TO THE TAX PROGRAM, ATA SERVICE, SIGNATURE SERVICE OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR OTHER WARRANTIES (i) OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, WORKMANLIKE EFFORT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS, OR SYSTEM INTEGRATION; (ii) THAT THE TAX PROGRAM OR ANY PART THEREOF CONFORM TO ANY DEMONSTRATION OR PROMISE BY BLOCK; (iii) ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; OR (iv) THAT ACCESS TO OR USE OF THE TAX PROGRAM, ATA OR SIGNATURE SERVICES OR ANY PART THEREOF WILL BE UNINTERRUPTED, ERROR OR DEFECT FREE OR COMPLETELY SECURE, OR THAT PROBLEMS WILL BE CORRECTED. BLOCK AND HRB MAKE NO PROMISES, EXCEPT AS EXPRESSLY STATED HEREIN, ABOUT THE PERFORMANCE, ACCURACY OR RELIABILITY OR THE TAX PROGRAM, ATA SERVICE OR SIGNATURE SERVICE. EXCEPT AS PROVIDED ABOVE, THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.

While Block is providing the Tax Program, ATA and Signature Services as a general tool to assist you in preparing and/or filing your tax returns, THE TAX PROGRAM, ATA OR SIGNATURE SERVICES DO NOT REPLACE YOUR OBLIGATION TO EXERCISE YOUR INDEPENDENT JUDGMENT IN USING THE TAX PROGRAM, ATA OR SIGNATURE SERVICES. You are solely responsible for correctly inputting your information into the Tax Program, and for verifying all outputs resulting from your use of the Tax Program. Block does not warrant any particular results that you may obtain in using the Tax Program.

SOME STATES MAY NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU; HOWEVER, ALL EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IMPLIED WARRANTIES, IF ANY, REQUIRED BY LAW, SHALL BE LIMITED IN DURATION TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUT IN ANY EVENT SHALL NOT EXTEND BEYOND THIRTY (30) DAYS FOLLOWING THE ORIGINAL DATE ON WHICH YOU FIRST ACCESSED THE TAX PROGRAM. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

[Back to Top](#)

10. Limitations on Liability and Damages

Subject to contrary applicable state law, the limited remedies set forth in Sections 7 and 8 above, are the only remedies that you are entitled to.

IN NO EVENT WILL BLOCK, HRB OR ITS LICENSORS, SUPPLIERS, AFFILIATES OR SUBSIDIARIES BE LIABLE TO YOU OR TO ANY THIRD PARTY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST DATA, LOST PROFITS OR BUSINESS, LOST REVENUES, LOSS OF USE, OR ANY SIMILAR DAMAGES OR LIABILITIES, OR FOR ANY CLAIM OR DEMAND AGAINST YOU BY ANY OTHER PARTY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without

limitation of any of the foregoing, you agree that none of Block, its licensors, suppliers, affiliates or subsidiaries will at any time have any additional liability or obligation for any claim, cause of action or injury that you or any other person may have as a result of (i) your use or inability to use or access the Tax Program, ATA or Signature Services, account information or tax information; (ii) your inability to file any tax return by the filing deadline; (iii) any access to, or use of, your account information or tax information by an unauthorized person or by unauthorized persons; (iv) connection or toll charges for using the Tax Program, ATA or Signature Services; (v) incorrect or incomplete information provided by Block or HRB (unless such information was knowingly incorrect or incomplete); (vi) any delay in responding to your ATA Request; or (vii) any fees, costs or expenses arising out of or relating to troubleshooting or technical support for the Tax Program or ATA or Signature Services. You agree that the essential purposes of this Agreement can be fulfilled even excluding such damages. **SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

IN NO EVENT SHALL BLOCK'S AND HRB'S MAXIMUM AGGREGATE, CUMULATIVE LIABILITY, IF ANY, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE TAX PROGRAM AND ANY SERVICES, FOR ANY AND ALL CAUSES WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF LIABILITY, EXCEED YOUR ACTUAL, DOCUMENTED DIRECT DAMAGES INCURRED, UP TO THE GREATER OF: (i) AMOUNTS YOU PAID TO BLOCK FOR YOUR LICENSE TO THE TAX PROGRAM AND USE OF ATA AND SIGNATURE SERVICES, OR (ii) TWENTY FIVE DOLLARS (\$25).

THE LIMITATIONS IN THIS SECTION 10 SHALL BE DEEMED TO APPLY TO ALL CAUSES OF ACTION AND ALL LEGAL THEORIES, WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (i) BREACH OF CONTRACT, (ii) BREACH OF WARRANTY, (iii) NEGLIGENCE, STRICT LIABILITY, OR OTHER TORTS, OR (iv) ANY OTHER CAUSE OF ACTION, HOWEVER STATED.

[Back to Top](#)

11. Arbitration Provision

The parties agree that any claim, dispute or controversy, whether in contract, tort (intentional or otherwise), whether pre-existing, present or future, and including constitutional, statutory, common law, regulatory, and equitable claims in any way arising out of or relating to: (i) the Tax Program and any services provided to you in connection with the Tax Program, including the ATA or Signature Services; (ii) advertisements, promotions, or oral or written statements arising out of or relating to the Tax Program or ATA or Signature Services; (iii) Block's privacy policy and the collection, use and disclosure of any information in connection with the Tax Program and ATA or Signature Services; or (iv) the relationships of the parties, including the validity, enforceability or scope of this Agreement or any part hereof (collectively, the "Claim"), including, but not limited to, the issue whether a particular Claim must be submitted to arbitration, shall be resolved, upon the election of either you or Block, by binding arbitration pursuant to this arbitration provision and the applicable rules of either the American Arbitration Association ("AAA") or the National Arbitration Forum ("NAF") in effect at the time the Claim is filed. The party initiating the arbitration proceeding shall have the right to select one of these two arbitration administrators. The arbitrator must be a lawyer with more than ten (10) years of legal experience or a retired or former judge. In the event of a conflict between this arbitration provision and the rules of the arbitration administrator, this arbitration provision shall govern. Block and HRB hereby agree not to invoke its right to arbitrate an individual Claim you may bring in small claims court, if any, so long as the Claim is pending only in that court. No class

actions, or joinder or consolidation of claims with other persons, are permitted in court or in the arbitration without the written consent of the parties hereto. On any Claim you file, you will pay the first \$50.00 of the filing fee. At your request, Block or HRB, as applicable, will pay the remainder of the filing fee and any administrative or hearing fees charged by the arbitration administrator, up to \$250.00 on any Claim asserted by you in the arbitration. If the arbitrator grants an award in your favor in excess of an amount, if any, offered to you by Block or HRB in settlement of your Claim, Block or HRB, as applicable, will reimburse you for any additional fees paid or owed by you to the arbitration administrator up to the amount of the fees that would have been charged if the original Claim had been for the amount of the actual award in your favor. If the arbitrator issues an award in Block's or HRB's favor, you will not be required to reimburse Block or HRB for any fees they have previously paid to the arbitration administrator on your behalf or for which they are responsible. Any participatory arbitration hearing that you attend will take place in the federal judicial district in which you live. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"). The arbitrator shall apply substantive law consistent with (i) the FAA, and (ii) except where inconsistent with the FAA, the choice of law provision of Section 14(c) of this Agreement. The arbitrator's award shall not be subject to appeal, except as permitted by the FAA. Upon request of either party, the arbitrator shall prepare a short, reasoned, written opinion supporting the arbitration award. Judgment upon the award may be entered in any court having jurisdiction. Nothing in this arbitration provision shall prevent either of the parties from seeking or obtaining injunctive relief as a result of a violation or threatened violation of this Agreement, to protect Block's or HRB's intellectual property rights or to prevent the tolling of any applicable statute of limitations, and any such injunctive action or tolling action shall not constitute a waiver of the requirement of arbitration for any Claim.

YOU ACKNOWLEDGE THAT YOU HAVE A RIGHT TO LITIGATE CLAIMS IN COURT BEFORE A JUDGE OR JURY, BUT YOU AGREE TO RESOLVE ANY SUCH CLAIMS THROUGH ARBITRATION AND HEREBY KNOWINGLY AND VOLUNTARILY WAIVE YOUR RIGHTS TO LITIGATE SUCH CLAIMS IN COURT BEFORE A JUDGE OR A JURY, UPON ELECTION OF ARBITRATION BY BLOCK, HRB OR BY YOU. YOU ACKNOWLEDGE THAT YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION, EVEN IF SUCH CLASS ACTION IS PENDING ON THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT.

If you have a question about the arbitration administrators mentioned in this arbitration provision or if you would like to obtain a copy of their arbitration rules you can contact them as follows (contact information is subject to change): American Arbitration Association, 335 Madison Avenue, New York, New York 10017, www.adr.org; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371, (Code of Procedure).

[Back to Top](#)

12. Consent to Electronic Communications

You consent to Block or HRB providing you in electronic form any information or notices that Block or HRB may be required by law to send to you or that may pertain to the Tax Program or use of information you may submit in connection with the Tax Program (collectively "Information"). Block or HRB may provide information to you (i) via e-mail at the e-mail address you designated to Block (if any), or (ii) by access to a Block web site that will generally be designated in advance for such purpose or designated in an e-mail notice to you, or (iii) in the course of your use of the Tax Program including, without limitation, via a screen or page within

the Tax Program or via a link from within the Tax Program to a web page containing the Information.

In order to utilize the Tax Program and receive Information electronically as described above, your computer (and its connectivity) must meet or exceed the following system requirements: computer, monitor, internet access, browser compatible Windows Internet Explorer 6.0 or higher, or Macintosh Safari 2.0 or higher, an e-mail address, and the ability to print or download communications.

You may request a paper copy of legally required Information received pursuant to the foregoing consent to electronic communications. Block must receive your paper copy request within one hundred twenty (120) days from the date that Block or HRB first provided the Information to you. A fifteen dollar (\$15) charge will apply to each paper copy of Information requested by you. To request a paper copy of Information, send your request to H&R Block TaxCut Research Team, P.O. Box 10435, Kansas City, MO 64171-0435. In the event your e-mail address changes, you must notify Block of such change immediately by signing into the Tax Program and clicking on the link that is titled "[Edit or Print Account Information](#)" on the Main Menu and changing your e-mail address. If you fail to do so, you understand and agree that any communications sent via e-mail shall nevertheless be deemed to have been provided or made available to you in electronic form.

You may withdraw your consent to receive Information by making a request in writing to the following address: H&R Block Tax Program Re: Limiting Electronic Communication, P.O. Box 10435, Kansas City, MO 64171-0435. Please provide your physical address and email address to request the change. If you choose to withdraw your consent, then you may be unable to access certain features or functionality that would otherwise be made available to you, or we may terminate your license to use the Tax Program. Some notices may be "one-time" notices for which your consent may not practically be withdrawn after receiving the initial electronic notice.
[Back to Top](#)

13. Security Tips

Recognizing the importance of security to our clients, we are sharing the tips below to help you ensure that your personal information remains private. The more you know, the better equipped you are to protect your privacy.

When you use the Tax Program on an Internet-connected computer to prepare and file your tax return, the electronic filing process transmits data in encrypted form to the IRS. As a result, those transmissions are secure. But you might be surprised to learn that the home or office computer where your return was prepared may not be as secure as you think. Consider this:

*** If you do not have an active firewall on your computer and/or network connection, hackers may be able to inspect the contents of your hard drive.

*** If you do not have up-to-date anti-virus software on your computer, your machine could be infected with a virus or similar malicious software that gives third parties access to your passwords and other files.

*** If you have accidentally or unknowingly downloaded "spyware" to your computer, you could also be transmitting your personal information to third parties.

*** If you have an Internet file-sharing program such as Kazaa, Limewire[®] or Bearshare on your computer that is used to exchange music and other digital content over the Internet, you may be making all or part of your hard drive's contents available to others.

As a result of using the Tax Program to prepare your taxes this year, you may have stored your personal tax information on the computer used to prepare the return. We encourage you to ensure that the folder where this information is stored is not shared. This extra precaution only takes a moment, and helps ensure that other users of your computer cannot open and view your tax file without your permission.

For more information about how to determine and set folder properties, check your computer operating system's built-in "Help" files or check with the operating system vendor. Microsoft information is available at <http://www.microsoft.com>. Apple information is available at <http://www.apple.com>.

[Back to Top](#)

14. Miscellaneous

a. Termination; Survival. This Agreement and your License shall terminate upon your breach of any material term of this Agreement. In such case, you agree to immediately discontinue any use of or access to the Tax Program and the ATA and Signature Services. Unless earlier terminated or suspended as expressly provided in this Agreement, the License granted by this agreement will automatically terminate on December 31, 2008. Any terms of this Agreement that by their nature or understanding should survive termination of this Agreement shall survive, including sections 2, 3, 9, 10, 11 and 14.

b. Third Party Beneficiaries; Assignment. This Agreement is solely between you, Block and HRB. Block's and HRB's licensors, suppliers, affiliates or subsidiaries shall be deemed to be third party beneficiaries of this Agreement solely to the extent necessary for them to enforce any protections afforded them by this Agreement. All rights and benefits of this Agreement from Block or HRB are intended solely for the licensee purchasing the License to the Tax Program from Block. You may not assign, delegate or otherwise transfer this Agreement or any of your rights under this Agreement. Block will use reasonable efforts to notify you of its assignment of this Agreement. The remedies under Sections 7 and 8 are for you only, and they are not assignable or transferable by you. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns.

c. Governing Law; Forum. This Agreement shall be governed by the laws of the State of Missouri, without regard to conflicts of law provisions. Subject to, and without limiting, Section 11 of this Agreement, the parties agree that the exclusive jurisdiction of any dispute arising out of, or relating to, this Agreement or any dispute arising out of, or relating to, the Tax Program or services provided in connection therewith shall be in the courts located in the county of Jackson, State of Missouri.

d. Entire Agreement. This Agreement is the entire and exclusive agreement between the parties with respect to the subject matter hereof, and it supersedes all previous communications, representations or agreements, either oral or written, between them. No representations or statements of any kind made by any representative of Block or any other party, which are not included in this Agreement, shall be binding on Block or HRB. In particular, no third party shall have any authority to vary this Agreement or obligate Block in any way.

e. Amendments. Neither party may modify or amend this Agreement except by a writing signed by you and an authorized representative of Block.

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

g. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be automatically reformed, modified or deleted so as to make

the resulting agreement valid, operative and enforceable to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

h. Government Licensees. The Tax Program are provided subject to Block's standard commercial agreement; products licensed for use within or for any United States federal agency are provided with "LIMITED RIGHTS" and "RESTRICTED RIGHTS" as defined in DFARS 252.227-7013 and FAR 52.227-19.

i. Notices. Except as otherwise indicated, any notices under this Agreement to Block must be personally delivered or sent by certified or registered mail, return receipt requested, or by United States Postal Service express mail, to: H&R Block, Tax Program Notices, 4400 Blue Parkway, Kansas City, Missouri 64130 or to such other address as Block may specify in writing. Such notices will be effective upon receipt, which may be shown by confirmation of delivery.

j. Additional Terms. Any and all references in this Agreement to Block, its affiliates and subsidiaries shall, where the context so permits, include Block's parent companies, and their respective subsidiaries, affiliates, directors, officers, employees, contractors and agents. The headings contained herein are for the convenience of the parties only and shall not be used to interpret or construe any of the terms of this Agreement. Neither party shall be liable for any delay or failure due to force majeure or any other causes beyond its reasonable control.

[Back to Top](#)

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

10/2007