

AGREEMENT CONTRACT ROUTING SHEET

Date Prepared: 04/01/2021

Need Date: 04/01/2021

PROCESSING DEPARTMENT:

Department: CAO - Procurement & Contracts
Dept. Contact: Joe Jorgensen
Phone: (530) 621-5834
Department Head Signature: Joe Digitally signed by Joe
Date: 2021.04.01
10:33:07 -07'00'

CONTRACTOR:

Name: Intuit, Inc.
Address: 2800 E. Commerce Pl.
Tucson, AZ 85706
Phone: _____
Org Code: _____
Project # _____
(if applicable): _____
Funding Source: _____

CONTRACTING DEPARTMENT: 3500 - CDS Administration & Finance

Service Requested: Approve Terms & Conditions for a Intuit - Quickbooks On-Line Subscription

Description: Contract #5620 to Intuit for an on-line Quickbooks subscription; Perpetual agreement approved by BOS 21-0453, #3 on 03/21/2021

Contract Term: 1-Year (Initially) Contract Value: \$ 421.00

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 04/07/2021 By: Sharon Carey-Stronck Digitally signed by Sharon Carey-Stronck
Date: 2021.04.07 16:43:27 -07'00'
Approved: Disapproved: Date: _____ By: _____

Despite the fact that several provisions do not favor the County's interest, it is understood that the County has little to no leverage in obtaining modifications to these standard terms. It is also understood that the County still desires these services. In that context, this agreement is approved as to form. -scs

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

PLEASE EMAIL SIGNED DOCUMENT TO: joe.jorgensen@edcgov.us

Thank you!

Terms of Service

INTUIT TERMS OF SERVICE QUICKBOOKS ONLINE SERVICE

Thank you for selecting the Services offered by Intuit Limited. and/or its subsidiaries and affiliates (referred to as "Intuit", "we", "our", or "us"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between you and Intuit. By clicking "I Agree," indicating acceptance electronically, or by, installing, accessing or using the Services, you agree to this Agreement. If you do not agree to this Agreement, then you may not use the Services.

Section A

GENERAL TERMS

1. AGREEMENT

This Agreement describes the terms governing your use of the Intuit Services. It includes by reference:

- Intuit's [Privacy Statement](#)
- Additional terms and conditions, which may include those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, data processing agreements, etc.

You must be at least 18 years of age to use our Services. By accessing or using our Services you agree that:

- You can form a binding contract with Intuit;
- You are not a person who is prohibited from receiving the Services under the laws of the United States, England, Wales, or any other applicable jurisdiction; and
- You will comply with this Agreement and all applicable local, state, national, and international laws, rules, and regulations, including import and export regulations.

2. YOUR RIGHTS TO USE THE SERVICES

2.1 The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by Intuit. Intuit reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, Intuit grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.

2.2 You agree not to use, nor permit any third party to use, the Services in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give any part of the Services to any third party.
- Reproduce, modify, copy, sell, trade, lease, rent or resell the Services.
- Decompile, disassemble, or reverse engineer the Services.
- Make the Services available on any file-sharing or application hosting service.

3. PAYMENT

For Services offered on a payment or subscription basis, the following terms apply, unless Intuit or its third party affiliate notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

- a. Payments will be billed to you in Euros, U.S. dollars, or other currencies which may be made available (plus any and all applicable taxes, including without limitation VAT, GST and SST), as shown in the product ordering and subscription terms, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.

- b. You must pay with one of the following:
1. A valid credit card acceptable to Intuit;
 2. A valid debit card acceptable to Intuit;
 3. Sufficient funds in a checking or savings account to cover an electronic debit of the payment due;
- or
4. By another payment option Intuit provides to you in writing.
- c. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.
- d. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of the Services, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
- e. Intuit will automatically renew your monthly, quarterly, or annual Services at the then-current rates, unless the Services subscription is cancelled or terminated under this Agreement.
- f. Additional cancellation or renewal terms may be provided to you on the website for the Services.

4. USE WITH YOUR MOBILE DEVICE

Use of these Services may be available through a compatible mobile device, Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

INTUIT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- i. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
- ii. ANY LOSS, DAMAGE OR SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
- iii. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

5. DATA PROCESSING AND PRIVACY

Data Processing and Privacy. (a) Intuit is the controller of the personal information it processes about you when you use the Services and (b) You acknowledge that Intuit will process your personal information as described in our [Privacy Statement](#) when you use our Services.

6. CONTENT AND USE OF THE SERVICES

6.1 Responsibility for Content and Use of the Services.

- a. Content includes any data, information, materials, text, graphics, images, music, software, audio, video, works of authorship of any kind, that are uploaded, transmitted, posted, generated, stored or otherwise made available through the Services ("Content"), which will include without limitation any Content that account holders (including you) provide through your use of the Services. By making your Content available through your use of the Services, you grant Intuit a worldwide, royalty-free, non-exclusive license to host and use your Content. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. Intuit is not responsible for any of your Content that you submit through the Services.
- b. You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in, promote or transmit any of the following:
- i. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that is excessively violent, incites or threatens violence, encourages "flaming" others or criminal or civil liability under any local, state, federal or foreign law;
 - ii. Content that would impersonate someone else or falsely represent your identity or qualifications, or that may constitute a breach of any individual's privacy; is illegally unfair or deceptive, or creates a safety or health risk to an individual or the public;
 - iii. Except as permitted by Intuit in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or spamming or flooding;

- iv. Virus, Trojan horse, worm or other disruptive or harmful software or data; and
- v. Any Content that you do not own or have the right to use without permission from the intellectual property rights owners thereof.

6.2 Restricted Use of the Services.

- a. You shall not, and shall not permit any users of the Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of Intuit or could subject Intuit to liability to third parties, including: (i) unauthorized access, monitoring, interference with, or use of the Services or third party accounts, data, computers, systems or networks; (ii) interference with others' use of the Services or any system or network, including mail bombing, broadcast or denial of service attacks; (iii) unauthorized collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting; (iv) viewing or other use of any Content that, in Intuit's opinion, is prohibited under this Agreement; (v) any other activity that places Intuit in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or (vi) attempting to probe, scan, penetrate or test the vulnerability of an Intuit system or network or to breach Intuit's security or authentication measures, whether by passive or intrusive techniques. Intuit reserves the right to not authorize and may terminate your use of the Services based on reasonable suspicion of your activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.

6.3 Community forums. The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public. Intuit does not support and is not responsible for the Content in these community forums. Please use respect 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.

6.4 Intuit may freely use feedback you provide. You agree that Intuit may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant Intuit a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to Intuit in any way.

6.5 Intuit may monitor Content. Intuit may, but has no obligation to, monitor access to or use of the Services or Content or to review or edit any Content for the purpose of operating the Services, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. We may disclose any information necessary to satisfy our legal obligations, protect Intuit or its customers, or operate the Services properly. Intuit, in its sole discretion, may refuse to post, remove, or refuse to remove, or disable any Content, in whole or in part, that is alleged to be, or that we consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

7. ADDITIONAL TERMS

7.1 Intuit does not give professional advice. Unless specifically included with the Services, Intuit is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

7.2 We may tell you about other Intuit Services. You may be offered other services, products, or promotions by Intuit ("Intuit Services"). Additional terms and conditions and fees may apply. With some Intuit Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet.

7.3 Communications. Intuit may be required by law to send you communications about the Services or third party products. You agree that Intuit may send these communications to you via email or by posting them on our websites

7.4 You will manage your passwords and accept updates. You are responsible for securely managing your password(s) for the Services and to contact Intuit if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

8. DISCLAIMER OF WARRANTIES

8.1 YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT, ITS AFFILIATES, AND ITS AND THEIR THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OF CONTENT IN OR LINKED TO THE SERVICES. INTUIT AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. 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 SERVICES, WHICHEVER IS SOONER.

8.2 INTUIT, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

9. LIMITATION OF LIABILITY AND INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF INTUIT, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, INTUIT, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET INTUIT SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF INTUIT AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF INTUIT, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold Intuit and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). 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.

10. CHANGES. We reserve the right to modify this Agreement, in our sole discretion, at any time, and the modifications will be effective when posted through the Services or on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. It is important that you review this Agreement whenever we modify it because your continued use of the Services indicates your agreement to the modifications.

11. TERMINATION. Intuit may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the Services, related or other Services, effective immediately, in whole or in part, if we determine that your use of the Services violates the Agreement, is improper or substantially exceeds or differs from normal use by other users, raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues, to protect the integrity or availability of the Services or systems and comply with applicable Intuit policy, if you no longer agree to receive electronic communications, or if your use of the Services conflicts with Intuit's interests or those of another user of the Services. Upon Intuit notice that your use of the Services has been terminated you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect Intuit's rights to any payments due to it. Intuit may terminate a free account at any time. Sections 2.2, 3 through 15 will survive and remain in effect even if the Agreement is terminated.

12. EXPORT AND TRADE RESTRICTIONS. You acknowledge that the Services, including the mobile application, and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. You agree that you and your personnel who use the Services are not prohibited from receiving the Services under the laws of the United States, England, Wales, or other applicable jurisdiction. For example, you are not on the U.S. Treasury Department's list of Specially Designated Nationals or the United Kingdom HM Treasury Financial Sanctions List, or are subject to any other similar prohibition. You will not export or re-export any part of the Services, in violation of these laws and regulations, directly or indirectly.

13. GOVERNING LAW AND JURISDICTION. This Agreement will be governed by the laws of England and Wales, without regard to its conflicts of law principles. Notwithstanding the foregoing, you acknowledge that your breach (or an apprehension of breach) of any provisions of this Agreement, or any infringement (or apprehension of infringement) of Intuit's or its Suppliers' intellectual property rights may cause Intuit irreparable damage for which recovery of money damages would be inadequate. Accordingly, you agree that Intuit shall be entitled, in addition to any other remedies available to it, to seek (in any court of competent jurisdiction, notwithstanding the previous sentence) any relief (whether equitable or otherwise) to prevent or restrain any such breach or apprehended breach by you or otherwise to protect Intuit's rights under this Agreement. The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales and you agree that you will procure that any third party making a claim against Intuit arising out of this Agreement shall bring such claim exclusively in the English courts and subject to the limitations and exclusions of liabilities provided for in this Agreement.

Intuit does not represent that the Services and/or content within the Services is appropriate or available for use in all jurisdictions or countries. Intuit prohibits accessing content from within countries or states where such content is prohibited. Intuit is not responsible for compliance with all applicable laws pertaining to your use and access to the Services in your jurisdiction.

14. LANGUAGE. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. In the event of a dispute the parties confirm that they have requested that this Agreement and all related documents be drafted in English.

15. GENERAL. This Agreement, including the Additional Terms below, is the entire agreement between you and Intuit regarding its subject matter and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You may not assign or transfer this Agreement to anyone without written approval of Intuit. However, Intuit may assign or transfer this Agreement without your consent to (a) an affiliate, (b) a company through a sale of assets by Intuit or (c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact Intuit via an email to: transfer_license@intuit.com.

April 2019

Section B

ADDITIONAL TERMS AND CONDITIONS FOR THE SERVICES

Your use of the Services provided by Intuit are subject to the general Terms of Service above including these Additional Terms and Conditions which govern your use of the Services indicated below. To the extent of any conflict or inconsistency with the general Terms of Service above, these Additional Terms and Conditions shall prevail.

QuickBooks Online Supplemental Agreement and Terms of Service

Thank you for selecting QuickBooks Online ("QB Online Service"). This licence agreement in addition to the Intuit Terms of Service (the "Agreement") is a legal agreement between the User, a single legal entity identified in the registration process provided as part of the start-up process ("User", "you"), and Intuit Inc. and/or its subsidiaries and affiliates ("Intuit," "we", "our" or "us").

By selecting "ACCEPT," You indicate that you have read and understood, and assent to be bound by, the terms of this Agreement. If the person selecting "ACCEPT" is an individual working for you ("Agent"), such person is agreeing to the terms and conditions of this Agreement on behalf of you and represents and warrants to Intuit that he/she has full power and authority to enter into this Agreement on your behalf.

If you do not agree to the terms of the Agreement, you are not granted any rights whatsoever in the Services. If you are not willing to be bound by these terms and conditions, you should not select "ACCEPT," and may not access or otherwise use the QB Online Services.

1. SERVICES. Each of the following products and services are referred to in this Agreement as a "Service" and together as the "Services":

1.1. QuickBooks Online. QuickBooks Online ("QBO") is an online solution for businesses to perform accounting and business tasks through an online account (each a "QBO Account"). Each QBO Account may only be used to support one business.

1.2. Modification to Services. We have the right, in our sole discretion, to revise, update, or otherwise modify the Services or alter your access to the Services; and for material changes, to the extent reasonably possible, we will provide you with reasonable notice either posted on the website hosting the Services or to the Administrator's (as defined below) email address. Note that we may modify the amount of storage space you have through the Services and the number of times (and the maximum duration for which) you may access the Services in a given period of time. In the event we need to maintain the security of the system or comply with any laws or regulations, we reserve the right to modify the Services immediately, and to provide the Administrator with electronic or written notice within thirty (30) days after any material modifications. You may reject any changes to the Services by discontinuing use of the Services to which such changes relate. Your continued use of the Services will constitute your acceptance of and agreement to such changes.

2. SUBSCRIPTIONS AND USERS

The QB Online Service is licenced on a monthly or yearly subscription basis, as selected by you or your agent as the user.

Additional Payment Terms.

Users outside the United Kingdom and European Economic Area: Under this Agreement, the payment processing services for goods and/or services purchased on this website are provided by Intuit Limited on behalf of Intuit Singapore Pte. Ltd. or by Intuit Singapore Pte. Ltd. until April 30, 2019 and solely by Intuit Limited on and after May 1, 2019, depending on the type of payment method used for the purchase of the goods and/or services.

Users outside the United Kingdom and European Economic Area: In the event you choose to pay with credit card and the payment will be processed via a European Acquirer, these terms are an agreement between you and Intuit Limited. For any other type of purchases, these terms are an agreement between you and Intuit Singapore Pte Ltd. until April 30, 2019;

3. TRIAL VERSION AND BETA FEATURES

If you registered for a trial use of the QB Online Service ("Trial Period"), you must decide to purchase a license to the QB Online Service, at the current rate, within the Trial Period in order to retain any Content that you have entered through the QB Online Services, created within the data file, posted or uploaded during the Trial Period. If you do not purchase a license to the QB Online Services by the end of the Trial Period, your Content will no longer be available to you. To be very clear, after using the QB Online Service during the trial period, if you decide not to purchase the license to the full version of the QB Online Service, you will not be able to access or retrieve any of the data you added or created with the Services during the trial.

From time to time, Intuit may, at its sole discretion, include new and/or updated beta features ("Beta Features") in the QB Online Service for your use and which permit you to provide feedback (fees may apply). You understand and agree that your use of the Beta Features is voluntary and Intuit is not obligated to provide you with any Beta Features. You understand that once you use the Beta Features, you may be unable to revert back to the earlier non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the earlier non-beta version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Beta Features is at your sole risk.

4. PERMITTED DISCLOSURES AND USE OF DATA. You acknowledge and agree that in order to provide you with access to and use of the QB Online Services, Intuit may provide your access information and account data to (i) your employee or agent who is identified in the registration data as the current system administrator for your account (the "Current Administrator"), and (ii) such other employee or agent who may be designated by you as a replacement administrator for the your account by following the procedures required by Intuit to effectuate such replacement. Any other person You identified as an authorized user of the QB Online Services will have access to the account data subject to the access permissions you or the system administrator assigned to them.

5. PERSONAL INFORMATION.

5.1 The terms "**Controller**," "**Processor**," "**data subject**," "**personal data (also referred to as Personal Information in the Agreement)**" and "**processing**" (and "**process**") shall have the meanings given in the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation).

5.2 Our Role.

5.2.1 For QuickBooks Online users accessing the Services from the European Economic Area ("EEA"), we are a Controller of the Personal Information you provide through the Services.

5.3 Personal Information. You represent and warrant to us that:

5.3.1 You will provide appropriate notice and have obtained (or will obtain) all consents and rights necessary for us to Process the Personal Information in accordance with this Agreement and our [Privacy Statement](#);

5.3.2 If you are providing Personal Information to us that is not personal to you, you agree that you have either provided the data subject notice or received permission from the data subject and have the appropriate legal basis, as required by applicable law, for us to: (a) use, and/or disclose the personal information in accordance with our [Privacy Statement](#), (b) move the data outside of the country of residence of such owner of the personal data, if applicable, pursuant to our Privacy Statement, (c) provide the Personal Information to Third Party Products that you approve, and (d) otherwise use and disclose the personal information in accordance with this Agreement; and

5.3.3 If there is any discrepancy between this Agreement and the Intuit Privacy Statement with respect the collection, use, and/or disclosure of the personal information, the Privacy Statement will control. You further acknowledge and agree that Intuit may provide data in your account to any Additional Users to which that data is applicable or personal to.

5.4 Public Content.

As a User you may have the opportunity to share your data, Content, or ways in which you aggregate data ("**Account Content**") with other Users, other Intuit customers, and other third parties. When sharing any Account Content, you agree not to share any confidential information. If you have the option of accessing another User's Account Content, you understand and agree that the Account Content is being provided by the User, and not Intuit, for information and guidance purposes only, and Intuit and such User are not responsible in any way for your use the Account Content.

4.5 Telephone numbers.

You may provide us with your telephone number as part of your customer record or registration or via other methods. You understand and agree that Intuit may use your telephone number for "multi-factor authentication" ("MFA"), to confirm your identity and help protect the security of your account. Part of the MFA identity verification process may involve Intuit sending text messages containing security codes to your telephone number. You agree to receive these texts from Intuit containing security codes as part of the MFA process. In addition, you agree that Intuit may send automated text messages and pre-recorded voice messages to the telephone number you provide for other limited purposes, including 22-0862 Ag Page 7 of 11 important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services. Additionally, Intuit may use your telephone number to contact you about special offers or other Intuit or third party products or services unless you opt out of

such marketing. 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).

6. ACCESS TO YOUR FINANCIAL INSTITUTION SERVICES DATA.

6.1. General. In connection with your use of the QB Online Service and as part of the functionality of certain versions of the QB Online Services, you may wish to have access to your online account(s) and financial information, including your account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your financial institution(s) (collectively, your "FI Login Data") and the data made available by your financial institution(s) with such data, which may include bank balances, transaction activity, credit card charges, debits and deposits, and any messages or notices between you and the financial institution(s) ("FI Account Data"). The QB Online Services are designed to allow you to access and download your FI Account Data through the QB Online Services, to allow Intuit to access your financial institution account(s) using your FI Login Data, to allow Intuit to download and use your FI Account Data, and to allow Intuit to aggregate and combine your FI Account Data with other data. If you lose or forget your user name or password, it will be necessary for you to return to the appropriate financial institution if you have any problems with respect to that user name or password.

You acknowledge and agree that except as set forth this Agreement, Intuit has no control over your FI Login Data and no control over the access to your FI Account Data, does not guarantee that you will be able to use the QB Online Service with your financial institution(s), and will have no liability whatsoever for any actions or inactions on the part of the financial institution(s) resulting in your inability to use the QB Online Service to access your accounts, obtain data, download transactions, or otherwise use or access your FI Account Data.

6.2 Collection of FI Login Data and FI Account Data. By agreeing to these terms and conditions, you:

6.2.1 acknowledge that in accessing your financial institution account(s) through the QB Online Service, your FI Login Data and FI Account Data may be collected, converted, stored in encrypted form and used by Intuit in the United States for the purpose of providing the QB Online Service;

6.2.2 authorize Intuit to (i) collect and store in encrypted form your FI Login Data, (ii) access the financial institution(s)' websites using your FI Login Data, from time to time; (iii) download and store your FI Account Data; (iv) reformat and manipulate your FI Account Data; (v) create and provide hypertext links to your financial institution(s) FI Account Data; (vi) enhance the type of data and services we can provide to you in the future, and (vii) take such other actions as are reasonably necessary to perform the actions described in this Agreement as it relates to your use of the \ QB Online Service;

6.2.3 hereby represent that the financial institution(s)' account(s) and FI Login Data belong to you, you have the right to use the FI Login Data and FI Account Data as set out above and that you have the authority to appoint, and hereby expressly do appoint, Intuit as your agent with all necessary power and authority to use your FI Login Data and to access and retrieve your FI Account Data, as described above, on your behalf;

6.2.4 acknowledge that Intuit does not review your FI Account Data and agree that Intuit is not responsible for its completeness or accuracy;

6.2.5 acknowledge that any transactions or informational activities performed at any financial institution(s)' website are not made through the QB Online Service and Intuit assumes no responsibility for any such transactions or activities; and

6.2.6 acknowledge that you are solely responsible for any charges, fees or costs associated with your financial institution account(s) when accessed through the QB Online Service by you or by Intuit.

6.3. Information from Financial Institutions' Websites. You acknowledge that (i) some financial institution(s) may not permit Intuit or other third parties to have access to FI Login Data or to allow the QB Online Service to access your FI Account Data; (ii) financial institution(s) may make changes to their websites, with or without notice to you or Intuit, that may affect the overall performance of the QB Online Service and prevent or delay aggregation of data from such websites; and (iii) the QB Online Service refreshes your QB Online Service account data by collecting the FI Account Data automatically or manually (depending on your financial institution(s) or any changes by you that may require an update), so your most recent transactions may not always be reflected in the account balances or other account information presented to you by Intuit through the QB Online Services. If you see a discrepancy in your QB Online Service account data as compared to your FI Account Data, and in any case before making any transactions or decisions based on such account data presented in the QB Online Services, you should check the last refresh date for your financial institution account(s) and confirm the accuracy of the QB Online Service account data against your FI Account Data and manually update such data as necessary.

7. ONLINE DATA TRANSFER (NOT APPLICABLE TO VERSIONS THAT DO NOT INCLUDE ACCESS TO THE ONLINE DATA TRANSFER FEATURE).

You may have the option for Intuit to transfer your data files from the QB Online Service in order to facilitate certain interoperability, data integration, and data access between the QB Online Service and certain supported ancillary services (the "Ancillary Services") you may sign up for and use in connection with the QB Online Service (the "Online Data Transfer"). In order for you to select the Online Data Transfer option, you must (i) have registered select versions of the QB Online Service, (ii) have Internet access, (iii) have an active subscription to the QB Online Service; and (iv) and **22-0862 A Page 8 of 11** subscriber to the Ancillary Services. If you select the Online Data Transfer option, a copy of all or part of your company data files will be transferred via the Internet to Intuit's servers; where you grant Intuit the right and license to (i) host and maintain your data, (ii)

use and transfer your data to the Ancillary Services and (iii) reformat and manipulate your data as reasonably necessary for the data to function with the Ancillary Services. Your original data files will remain in the QB Online Service. If you sign up for any Ancillary Services that support Online Data Transfer, you will have the option to request that Intuit send your data to any of those supported Ancillary Services. If a supported Ancillary Service is provided by a third party, you authorize Intuit to transfer your data to and from the third party provider to enable provision of the Ancillary Services to you. Intuit will support and maintain the data transfer service as part of the QB Online Service. You agree that the third party provider may transfer your data from the Ancillary Service to Intuit, and that, Intuit may use such data subject to the terms of this Agreement. You agree and acknowledge that Intuit has no control over any third party provider or any third party Ancillary Services. Your use of the Ancillary Service is subject to additional third party terms and conditions. Please carefully review their terms and conditions, including privacy policy. If you do not agree with their terms and policies, you should not use or access the third party Ancillary Service and you should not authorize the Online Data Transfer to the third party Ancillary Service. .

8. QB ONLINE SERVICE USE, STORAGE AND ACCESS. Intuit shall have the right, in its sole discretion and with reasonable notice posted on the QB Online Service site and/or sent to you at the Current Administrator's email address provided in the Registration Data, to revise, update, or otherwise modify the QB Online Service and establish or change limits concerning use of the QB Online Service, temporarily or permanently, including but not limited to (i) the amount of storage space you have on the QB Online Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the QB Online Service in a given period of time. Intuit reserves the right to make any such changes effective immediately to maintain the security of the system or User Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the QB Online Service to which such changes relate. Your continued use of the QB Online Service will constitute your acceptance of and agreement to such changes. Intuit may, from time to time, perform maintenance upon the QB Online Service resulting in interrupted service, delays or errors in the QB Online Service. Intuit will attempt to provide prior notice of scheduled maintenance but cannot guarantee that such notice will be provided.

9. CANCELLATION. Upon cancellation you will be able to access the QB Online Service only through the end of the subscription term, as specified in the product or product program pages. After the subscription term ends, you will not have any access to the QB Online Service. There are no refunds upon cancellation. Please follow product instructions to cancel your account.

10. SOCIAL MEDIA SITES. Intuit may provide experiences on social media platforms such as Facebook®, Twitter® and LinkedIn® that enable online sharing and collaboration among anyone who has registered to use them. Any content you post, such as pictures, information, opinions, or any Personal Information that you make available to other participants on these social platforms, is subject to the Terms of Use and Privacy Policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.

11. THIRD PARTY PRODUCTS AND SERVICES. Intuit may tell you about third party products or services, including via the Service. Intuit may offer products and services on behalf of third parties who are not affiliated with Intuit ("Third Party Products") and/or provide access or links to third party websites ("Third Party Sites"). If you decide to use any Third Party Products or access any Third Party Sites, you are solely responsible for your selection, review of separate product terms, website terms and privacy policies. . Intuit is not affiliated with these Third Party Products or Third Party Sites and does not endorse or recommend Third Party Products even if such products are marketed or distributed via our products, website or associated with Intuit in any way. **You agree that the third parties, and not Intuit, are solely responsible for the Third Party Product's performance (including technical support), the content on their websites and their use or disclosure of your data. Intuit will not be liable for any damages, claims or liabilities arising from the third parties, Third Party Products or Third Party Sites.**

You agree that you will (i) comply with all applicable laws, regulation and ordinances; (ii) not use the Third Party Products in any manner that would infringe or violate the rights of Intuit or any other party; and (iii) not use the Third Party Products in any way in furtherance of criminal, fraudulent or other unlawful activity.

12. ACCOUNT INFORMATION SERVICES

12.1 Users of the QBO Services may opt to use Account Information Services to automatically import transaction and other information ("transaction information") into the relevant QBO Account as an alternative to you manually entering this transaction information.

12.2 The Account Information Services as described in section 11.3 below are provided to you by Intuit Limited, 1 Cathedral Piazza, London, SW1E 5BP, United Kingdom. Intuit Limited is registered with the Financial Conduct Authority under the Payment Service Regulations

12.3 Account Information Services allows you to connect certain bank or other payment accounts you hold ("account") with your QBO Account to automatically import transaction information from that account. You can choose whether to connect with your bank account using the direct feed option or the web feed option.

(a) For the direct feed option, you will be required to complete either a customer authority form or follow your bank's authentication process which instructs your bank (or other financial institution) to share transaction information with Intuit Limited. Your bank (or other financial institution) may request that you authorise this by completing its own authority as well or instead. Once authorised, your bank will automatically share transaction information with Intuit Limited. You hereby acknowledge that Intuit Limited will receive this information more than four times a day.

(b) For the web feed option we will request your online banking security credentials. Once we connect to your bank, our product downloads your transaction information automatically and securely. Each time you sign-in to your QBO Account, we will use your stored online banking credentials to connect to your bank and download your transaction information so that you have the latest information. You may be required to submit additional credentials, such as from multi-factor authentication devices.

We will process the transaction information obtained from your bank and present this to you via your QBO Account and, where relevant, any Additional Users that have been granted access to your QBO Account in accordance with clause 19 or, if you have granted your accountant access to your QBO Account via QBOA, your accountant or financial advisor.

12.4 If you have a complaint relating to the Account Information Services you can contact us by telephone on 0808 234 5337

12.5 If your complaint relates to Account Information Services and we do not resolve it to your satisfaction, you may be able to refer it to the UK Financial Ombudsman Service. You can contact the UK Financial Ombudsman by telephone on: from inside the UK: 0300 123 9123 or 0800 023 4567; from other countries: +44 20 7964 0500 on Monday to Friday, 8am to 8pm and on Saturday 9am to 1pm; by post at The Financial Ombudsman Service, Exchange Tower, London E14 9SR; or by email: complaint.info@financial-ombudsman.org.uk. The UK Financial Ombudsman Service is also available in a number of different languages and if you need it you will be put in touch with a translator when you contact the UK Financial Ombudsman Service.

12.6 Intuit can, at its own discretion, block your account in case of any risk or event that can affect the security of your credentials or of your account content, it being specified that you will be informed as soon as possible in case such action has been taken.

12.7 In the event of any conflict with any other provision of this Agreement, the provisions of this Section 11 shall prevail as regards the provision of the regulated activity of Account Information Services.

12.8 The Agreement related to the provision of Account Information Services is entered into for an indefinite period of time. It shall enter into force as from the time you agree to it.

12. APPLE REQUIREMENTS.

If you downloaded the Software from the Mac App Store, the following terms also apply to you:

i. **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 Software and the content thereof.

ii. **Scope of License:** The license granted to you for the Software is a limited, non-transferable license to use the Software on Mac product that you own or control and as permitted by the Usage Rules set forth in the terms of service applicable to the Mac App Store.

iii. **Maintenance and Support:** Intuit and not Apple is solely responsible for providing any maintenance and support services, for which additional fees may apply, with respect to the Services. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.

iv. **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 Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Software to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, 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.

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

vi. **Intellectual Property Rights:** You acknowledge that, in the event of any third party claim that the Software or your possession and use of the Software 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.

vii. **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.

viii. **Developer Contact Info:** Direct any questions, complaints or claims to: Intuit Inc, 2632 Marine Way, Mountain View, CA 94043

ix. **Third Party Terms of Agreement:** You must comply with any applicable third party terms of agreement when using the Software.

x. **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.

14. COUNTRY SPECIFIC TERMS

In the event of a conflict between the terms of general Terms of Service and the Country Specific Terms, the Country Specific Terms shall apply: Notwithstanding any to the contrary above, if you are accessing or using the Services in the following countries, you also agree to the following:

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AUSTRALIA

Limitation of Liability. FOR THE AVOIDANCE OF DOUBT, INTUIT DOES NOT EXCLUDE LIABILITY ARISING UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH) OF AUSTRALIA.

Governing Law and Arbitration. The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of New South Wales, Australia. All disputes, controversies or claims in connection with this Agreement or breach thereof, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (“ICC Rules”) by one arbitrator mutually agreed to by the Parties and appointed in accordance with the ICC Rules. The place of arbitration shall be in Sydney, Australia, and all proceedings, including required notices and requests to the Parties shall be in conducted in the English language. Each Party may select its own counsel, including foreign counsel to participate on its behalf. The Parties may engage in reasonable discovery subject to the ICC Rules and any additional discovery requirements mutually agreed to by the Parties. The award by the arbitrator shall be final and binding on the Parties, and each Party hereby waives to the fullest extent permitted by law any right it may otherwise have under the laws of any jurisdiction to any form of appeal. Each Party will be responsible for its own costs of arbitration.

MALAYSIA

Consumer Protection Act 1999 (“CPA”). Notwithstanding governing law of this Agreement being that of the Laws of England and Wales, such choice of law will not deprive a business or consumer in Malaysia of the mandatory protection afforded to them by the Malaysian Consumer Protection Act 1999 (“CPA”).

NEW ZEALAND

Affiliate Definition. An “Affiliate” means a Related Company as defined in section 2(3) of the Companies Act 1993 (read as if the expression "company" in that subsection included any body corporate of any jurisdiction).

New Zealand Consumer Guarantees Act 1993. The New Zealand Consumer Guarantees Act 1993 does not apply.

Contracts (Privity) Act 1982. For the purposes of the Contracts (Privity) Act 1982, Intuit’s affiliates and subsidiaries are third party beneficiaries and shall be entitled to enforce the terms of this Agreement against you but any changes may be made to this Agreement by Intuit without their consent.

UK

Compliance with preservation orders. Intuit accepts no liability to you under this Agreement, or otherwise at law, for compliance by Intuit with any order or notice, whether issued to Intuit or to you, and whether issued by any court, tribunal, regulatory authority, arbitral tribunal or any body or authority exercising judicial, quasi-judicial, regulatory, or arbitral power or authority, requiring the preservation of any data, information documents or Content (a “Preservation Order”). To the extent that a Preservation Order has been issued to you, you acknowledge that you are solely responsible for your compliance with it.