

Worry Free Audit Support Terms and Conditions

Thank you for purchasing Worry Free Audit Support. We appreciate the opportunity to serve you! This Worry-Free Audit Support Terms and Conditions agreement (“WFAS Agreement”) is between you and HRB Tax Group, Inc. (“Block”, “we”, “us”, or “our”). The Worry-Free Audit Support product (the “WFAS Services”) is available only to Block clients. The WFAS Services are separate from, and in addition to, the H&R Block Maximum Refund Guarantee and 100% Accuracy Guarantee.

1.0 WFAS SERVICES DESCRIPTION

1.1 Availability. The WFAS Services is only available if you successfully file your personal federal income tax return or personal state income tax return or both using the H&R Block Online Software (the “Software”). The WFAS Services applies only to your 2016 individual federal tax return.

1.2 Services Description. The WFAS Services will provide you with tax authority notice support and in-person audit support and representation for up to three (3) years from the date you file your 2016 tax return.

1.3 Process. If a Revenue Authority sends a notice to you regarding a personal federal or state income tax return prepared and filed by you with the Software, call 1-855-897-8639 within thirty (30) days of receiving notice from the Revenue Authority and an H&R Block representative will assist you with responding to the notice and offer to provide you with an H&R Block audit agent to represent you if you are audited. Audit agents do not provide legal representation. You may be required to grant a Power of Attorney to the audit agent in order to receive audit representation.

2.0 WFAS SERVICES LIMITATIONS

2.1 No Transfer. The WFAS Services cannot be transferred to others.

2.2 Not Available. The WFAS Services are not available for:

- (a) business returns; or
- (b) you if you are under eighteen (18) years of age.

2.3 Not Legal Representation. You understand and agree that we are not engaged in rendering legal services or other advice, and the WFAS Services are not legal services or advice.

2.4 No Guarantee. You understand and acknowledge that the WFAS Services may not be sufficient to fully resolve your tax problems.

2.5 No Independent Verification. You understand that we are relying upon information provided by you and Tax Authorities, and we do not independently verify information provided by you or the Tax Authorities. However, we may ask you for further clarification and expect you to provide that clarification promptly and candidly.

2.6 Information not timely received. We assume no responsibility for adverse consequences due to your failure to provide information to us or the Tax Authorities in a timely fashion.

2.7 Must Perform Duties. We are not responsible for providing any services under the WFAS Services if you fail to fully comply with any of your Duties listed in Section 3.

3.0 YOUR DUTIES

3.1 Sign and Pay. The WFAS Services are only available after you sign these terms and conditions and we receive payment for the WFAS Services.

3.2 Provide Information. You must provide us with full and accurate personal information that we require to provide or supply you with one or more of the benefits associated with the WFAS Services which may include, without limitation your name, address, telephone number, email address, Social Security number and other personal information. If we are unable to obtain the required personal information from you, or if you do not take required steps outlined below, the services or benefits that you receive through the WFAS Services may be limited or reduced.

3.3 Tax Payment. YOU HAVE THE OBLIGATION TO PAY ALL YOUR TAX LIABILITY FOR CURRENT AND FUTURE TAX YEARS, INCLUDING PAYMENT OF THE WITHHOLDINGS AND QUARTERLY ESTIMATED TAX PAYMENTS, AND TO COMPLY WITH ALL FILING REQUIREMENTS DURING AND SUBSEQUENT TO OUR WFAS SERVICES.

3.4 Request WFAS Services. Before you receive WFAS Services, you must request the WFAS Services by performing the following:

- (a) call us at 1-855-897-8639 before November 1, 2020;
- (b) promptly provide us with copies of your federal income tax return and any notice received from the IRS or a Tax Authority; and
- (c) provide us with proof of your purchase of the WFAS Services.

4.0 DISCLAIMER OF WARRANTIES

UNLESS OTHERWISE EXPLICITLY STATED, BLOCK, FOR ITSELF AND ITS SUPPLIERS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE WFAS SERVICES, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED IN OR THROUGH THE WFAS SERVICES. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WFAS SERVICES, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED THROUGH THE SERVICES IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WE DO NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

5.0 LIMITATION OF LIABILITY

IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EVEN WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES AND LOST BUSINESS OPPORTUNITIES, WHETHER YOU WERE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY YOU FOR THE WFAS SERVICES.

6.0 WFAS SERVICES CANCELLATION AND REFUNDS

If you are dissatisfied or wish to cancel the WFAS Services, you may contact 1-855-897-8639 to cancel or request a refund. Cancellations and refunds will only be made if requested within seven (7) days of purchase and we have not provided any of the WFAS Services.

7.0 ARBITRATION IF A DISPUTE ARISES

The Arbitration Agreement titled "ARBITRATION IF A DISPUTE ARISES" of the document titled "Online Services Agreement" is incorporated into this WFAS Agreement by reference. You and we agree that any dispute or claim between us or relating to this WFAS Agreement is within the scope of the Arbitration

Agreement. You agree that you have 60 days after the date you sign this WFAS Agreement to reject the Arbitration Agreement as incorporated into this WFAS Agreement by following the process described in the Online Services Agreement. Rejection of arbitration as incorporated into this WFAS Agreement will not reject or otherwise impact any other Arbitration Agreement you may have made.

My/our signature(s) below confirms that I/we understand and voluntarily agree to the terms, conditions and disclosures presented in this WFAS Services Agreement, INCLUDING THE REQUIREMENT THAT ANY DISPUTE BETWEEN ME/US AND H&R BLOCK BE SETTLED THROUGH BINDING ARBITRATION.

Primary Taxpayer's Name(s): _____

Primary Taxpayer's Signature: _____

Date: _____

Secondary Taxpayer's Name(s): _____

Secondary Taxpayer's Signature: _____

Date: _____

Tax Professional Signature: _____

Date: _____