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13. LANGUAGE. Except in Quebec, 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 Quebec, the French language version of this Agreement shall be equally authoritative. The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English as well as French. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais comme le français.

14. GENERAL. This Agreement, including Additional Terms below is the entire agreement between you and Intuit 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 cannot assign or transfer ownership of this Agreement to anyone without written approval of Intuit However, Intuit may assign or transfer it 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.

15. PROVINCE SPECIFIC TERMS. These terms apply only to consumers in the following province. In the event of a conflict between the terms of this Agreement and this Section 15, the terms of this Section 15 shall apply:

Quebec Consumers. If you are a Québec Consumer, the following terms apply to you:

<u>Disclaimer of warranties</u>. THE SOLE WARRANTY APPLICABLE TO THIS AGREEMENT AND THE SERVICES IS THE MANDATORY LEGAL WARRANTY PROVIDED UNDER THE *CIVIL CODE OF QUÉBEC* AND ANY WARRANTY PROVIDED FOR UNDER THE *CONSUMER PROTECTION ACT* (QUÉBEC).

<u>Modifications</u>. The provisions relating to the Services, the price and payment terms for the Services, the party providing the Services, renewal and termination rights, and any provision of the Privacy Statement may be modified or amended upon 30 days prior written notice setting out (i) the new clause or the amended clause and the clause as it read formerly, and (ii) the date of the coming into force of the such modification or amendment. If we do not allow you to maintain this Agreement unamended, you will have the right to terminate this Agreement during the notice period.

<u>Termination</u>. Termination of this Agreement by Intuit without default by you is only effective upon 60 days prior written notice.

<u>Governing law</u>. Any disputes arising out of or related to this Agreement or the Services shall be governed by the laws of Province of Québec and the laws of Canada applicable therein.

October 2013 (Canada)

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3.2 You may not process payroll for any other person, company or legal entity without a valid Payroll Subscription.

4. Data Transfer (not applicable for Software and Trial versions that do not include access to the Data Transfer feature)

You may have option to acquire products or services that use or access your data from the Software ("Applications"). Applications may be developed by Intuit or third parties. Those developed by third party developers or Third Party Products may be made available to you, including via the Software, subject to the third party's terms and conditions, including their privacy policy. Those developed by Intuit are provided to you subject to the terms and conditions that accompany that Application. Additional fees apply. Some Applications require the use of or access to your data from the Software. Intuit may provide third parties with a service to transfer your data, upon your authorization, from the Software to the Application (the "Data Transfer") in order to, among other things, facilitate certain interoperability, data integration, and data access between the Software and the Applications. By signing up or using a third party Application, you agree that the (i) third party provider of that Application may have access your data from the Software to use to provide you the Application or related services per the terms of the third party's terms and conditions; and (ii) third party provider may transfer your data from the Application to Intuit for Intuit's use per the terms of this Agreement. You grant Intuit all rights to use your data from the Software as reasonably necessary to facilitate the Data Transfer to third party providers. You acknowledge that third party providers may be located in a country that does not have adequate security controls to protect your data. Please carefully review the third party's terms and conditions. If you do not agree with their terms and conditions, you should not use or access their Application and you should not permit the third party to have access to your data from the Software. Please contact the third party Application provider for technical issues with the third party Application or Data Transfer to and from the Software and Application. If you want to revoke your authorization to provide data to a third party Application, Intuit may provide a feature within the QuickBooks software or on a website for the Services to allow you to disable third party access. You acknowledge that turning off access may affect an Application's functionality or features, and that, you remain liable to the Application provider for any fees charged to you.

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5. Privacy and Personal Information

In addition to the terms governing Privacy and Personal Information as described in Section A.4, the following terms also apply.

QuickBooks is a web-enabled desktop product. When you are connected to the Internet from within QuickBooks, we may deliver product updates, messages, service information and help content. With consent obtained within the product, we may also collect data about you and your use of the Software. This data helps us determine where the Software is most effective and what Intuit services help you manage your business most effectively. In addition, if you elect to use online products such as online Payroll, data will be collected and used in accordance with Intuit's Privacy Policy. You give Intuit permission to combine any of this identifiable and non-identifiable information with that of other users of the Software and/or other Intuit services. For example, this means that Intuit may use your and other users' non-identifiable, aggregated data to improve the Software in future releases or to design promotions and provide ways for you to compare business practices with other users.

6. Social Media Sites

Intuit may provide experiences on social media platforms such as Facebook®, Twitter® and LinkedIn® that enable online sharing and collaboration amongst 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.

7. 60-Day Money Back Guarantee

In the event you determine that you are not satisfied with the Subscription/Software, whether obtained under Section B.1.1(a) or (b) hereof, Intuit's entire liability and your exclusive remedy shall be as follows: you may cancel your order for a full refund (minus applicable shipping, handling and support/service fees) if within sixty (60) days of purchasing the Software or first signing up for the Subscription you: (a) send to the address set forth in Section B.7.1 the Software and all items provided to you as part of the Services, your notice of cancellation, and documentation evidencing the date and amount you paid for your Subscription; (b) delete any Software and documentation downloaded or loaded onto your computer; and (c) destroy any and all copies made by you (or with your permission) of any portion of the Software.

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