

# QUICKBOOKS POINT OF SALE MONTHLY SUPPORT PLAN WITH ONLINE BACKUP SERVICE

## TERMS AND CONDITIONS

**1. General.** These Terms and Conditions (the "Agreement") set forth the terms and conditions that apply to your use of the QuickBooks Point of Sale Monthly Support Plan ("Plan"). So long as you have a valid subscription, the Plan includes standard data recovery services for your QuickBooks data file and online backup services for up to 5 GB of data. Plan coverage is non-transferable and is valid for the Plan member only. Resale or transfer of membership rights in the Plan is strictly prohibited, and will constitute grounds for termination or non-renewal of Plan membership. During the Term, Plan members will receive support for an unlimited number of incidents. For purposes of this Agreement, "incident" means (a) a single issue or problem that a Plan member asks a support representative to analyze or resolve, (b) a product-usage question that involves a single topic on a drop-down menu or one QuickBooks report, or (c) a single question on a specific point of sale or bookkeeping topic. Intuit reserves the right to limit each support contact to one hour and/or one incident. Intuit may also limit or terminate Plan support, or may elect not to renew Plan membership, to any Plan member who uses the services in an irregular, excessive, abusive, or fraudulent manner, as determined by Intuit in its sole discretion, or if Intuit is unable to receive payment from your credit card company. Intuit shall have the right to change or add to the terms of the Plan at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Plan (including but not limited to Internet-based services, pricing, technical support options, and other support-related policies) upon notice by any means Intuit determines in its discretion to be reasonable, including sending you an e-mail notification or posting information concerning any such change, addition, deletion, discontinuance or conditions in the Plan or on any Intuit sponsored website. The Plan is not available to accountants, VARS, QuickBooks Professional Advisors or other parties using QuickBooks Technical Support on behalf of multiple clients.

**2. Support Availability.** Support availability may occasionally deviate from published hours due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond Intuit's control. Internet access required to submit questions online using the contact request form at [www.quickbooks.com/contactsupport](http://www.quickbooks.com/contactsupport).

**3. Phone Access.** For support plans that include toll-free hotline access, use of the toll-free support number is available to Plan members within the United States only. Plan members who cannot use the toll-free hotline or are outside the United States must call 520-901-2670 for support. Intuit will not be responsible for long-distance telephone charges incurred in connection with the use of the Plan.

**4. Response Time Goal for Questions Submitted Online.** For questions submitted online using the designated contact request form, Intuit will attempt to respond to the member within then current published response times, if any, subject to variations due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond Intuit's control. This Section 4 shall not be deemed a representation or warranty on Intuit's behalf regarding the time within which a resolution, if any, may be available for any particular incident. No remedy is available for Intuit's failure to meet the published response time goal.

**5. Support Topic Limitations.** Inquiries are limited to the following QuickBooks Point of Sale and QuickBooks: Pro and Premier financial software areas: installation, upgrade assistance and basic functionality, as described in QuickBooks product documentation. Intuit will also assist Plan members with basic connectivity for the purpose of using QuickBooks financial software and QuickBooks Point of Sale to access other products or services to the extent necessary to confirm whether such issues relate to equipment or software within Intuit's control. However, Intuit shall not be responsible for connectivity issues caused by third-party services, service providers, hardware or software. The Plan does not cover inquiries on accounting practices, nor does it include application consulting or training.

**6. Hardware Support Limitations.** Intuit provides first-tier support for then-current published Intuit-approved Point of Sale hardware peripherals to determine if the hardware is able to perform basic functions, as designed. Technical support for personal computers is not provided. If Intuit cannot resolve a Point of Sale hardware issue using its standard first-tier support procedures, Intuit will transfer or refer the Plan member to the Point of Sale hardware vendor for further assistance, and additional fees may apply. Intuit will not determine whether a hardware problem is covered by the hardware vendor's warranty. The hardware vendor's hours of support availability may differ from Intuit's, and Intuit's response time goals do not apply to third party hardware, software and/or service vendors to whom Intuit transfers or escalates a support contact.

**7. Current QuickBooks and QuickBooks Point of Sale Product Support.** The Plan covers all currently supported versions of QuickBooks Point of Sale software, all supported versions of QuickBooks: Pro and QuickBooks: Premier financial software that are compatible with QuickBooks Point of Sale software, and all supported, then-published, Intuit-approved Point of Sale Hardware peripherals. Support is not available for QuickBooks Premier: Accountant editions or QuickBooks Enterprise editions. Support availability for any particular version of QuickBooks financial software, QuickBooks Point of Sale software and point of sale hardware is subject to change at any time without notice.

**8. Data Recovery Service Limitations.** Intuit provides standard data recovery service for a Plan member's QuickBooks data file if a technical support representative cannot fix the file during the course of a support call. Coverage for data recovery service takes effect fifteen (15) business days after the date of Plan purchase. Data file issues existing on the day of Plan purchase that require data recovery services are not covered by the Plan. A Plan member who thinks s/he may have a damaged file must first call the Plan support phone number so that a technical support representative can attempt to assist the Plan member during the course of a support call. If the technical support representative determines that data recovery services are needed, the Plan member will be given instructions on how to submit the data file to Intuit and will be asked to sign a Services and Confidential Disclosure Agreement with certain additional terms and conditions before sending Intuit the data file. Intuit does not guarantee that it will be able to fix a damaged data file. Intuit will attempt to fix the data file within the standard, then-published turnaround time. A Plan member who wants express turnaround will be charged the full, published express data recovery service fee. If the Plan member's data file and Intuit's signed Services and Confidential Disclosure Agreement are received by Intuit no later than 2:00 P.M. Pacific time, the service time starts on that date. If the Plan member's data file and the signed Services and Confidential Disclosure agreement are received by Intuit after 2:00 P.M. Pacific time, the service delivery date will be extended by one business day.

**9. Term.** Plan coverage begins on the date of purchase. After the initial 30 days ("Term"), the Plan shall automatically renew for additional 30-day periods until either party delivers written notice of their intention not to renew the Agreement. Thirty (30) days after the initial Term, Intuit will begin charging the monthly Plan fee to the Plan member's credit card and will continue to do so every 30 days until the Plan is terminated. You are responsible for keeping your credit card information correct and up to date with Intuit. The Plan member may terminate this Plan by calling 1-800-446-8848 at least five (5) days prior to the next payment date. In the event there is a termination of the Plan for any reason, the Plan member may no longer be eligible to enroll in the Plan. However, if your Plan is terminated due to Intuit being unable to receive payment from your credit card and you request reinstatement of your existing Plan, Intuit, in its sole discretion, may choose to reinstate your Plan provided you provide accurate credit card information and permit Intuit to receive immediate payment for each month of missed payments in addition to the next monthly payment due. Intuit reserves the right to cease offering monthly renewal and billing for this Plan at any time after the first 30 days of your Plan. In such event, Plan members will be notified 30 days in advance that monthly billing will cease on the next billing date. Eligible Plan members will have the option to renew with any then-offered service plan.

**11. Online Backup Service.** Online backup service is included in Plan for up to 5 GB of data. Internet access required. Member will need to activate service before using it the first time. Service included with Plan will be terminated automatically when the Plan is cancelled. Online backup services are not intended as HIPAA solutions and use of the online backup services will not assist with or ensure HIPAA compliance. Online Backup Service is not available to QuickBooks Pro for Mac customers.

**12. Disclaimer of Warranties.** THE SUPPORT SERVICES ARE PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 60 DAYS FROM THE DATE OF PURCHASE OF THE PLAN. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

**13. Limitation of Liability.** THE ENTIRE LIABILITY OF INTUIT AND ITS SUPPLIERS FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PLAN DURING THE TERM IN WHICH ANY CLAIM ARISES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, LOSS, CORRUPTION OR THEFT OF DATA, VIRUSES, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF INTUIT OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF

ITS ESSENTIAL PURPOSE. IN NO EVENT DOES INTUIT ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN THE VERIFIED PLAN MEMBER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTUIT AND YOU. INTUIT WOULD NOT BE ABLE TO HAVE PROVIDED THE SUPPORT SERVICES WITHOUT SUCH LIMITATIONS.

**14. Miscellaneous.** This Agreement (and any additional terms and conditions with which Intuit supplements this Agreement) is a complete statement of the agreement between you and Intuit, and sets forth the entire liability of Intuit and its Suppliers and your exclusive remedy with respect to the Plan. The Suppliers, agents, employees, distributors, and dealers of Intuit are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on Intuit. Any waiver of the terms herein by Intuit must be in a writing signed by an authorized officer of Intuit and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will be governed by California law as applied to agreements entered into and to be performed entirely within California, without regard to its choice of law or conflicts of law principles, and applicable federal law. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts in Santa Clara County, California. Headings are included for convenience only, and shall not be considered in interpreting this Agreement.

**15. Privacy Statement.** Your use of the Plan is subject to Intuit's privacy policies, as may be amended from time to time, as set forth in the QuickBooks Privacy Statement at [http://quickbooks.intuit.com/qb/common/privacy\\_policy/privacy.jhtml](http://quickbooks.intuit.com/qb/common/privacy_policy/privacy.jhtml). By registering for this Plan, you consent to the use of your personally identifiable information in accordance with such privacy statement.

**16. Refund Policy.** A Plan member may cancel Plan membership during the first 30 days after enrollment and obtain a refund for the amount paid if the Plan member has made no use of the Plan. However if, during the first 30 days of the Plan, the Plan member has received data recovery services, the Plan member will be liable for the full fee for the applicable service(s) used. If during the first 30 days of the Plan, the Plan member has talked to or received an e-mail response from a technical support representative one or more times, no refund will be given. After the first 30 days, no refund will be given when automatic renewal is cancelled. To cancel, please call 1 800 348 0254.

**17. Termination.** Your rights under this Agreement may be terminated by Intuit immediately and without notice if you fail to comply with any term or condition of this Agreement. Any termination of this Agreement shall not affect Intuit's rights hereunder.