

Terms of Service for QuickBooks Training & Certification Program, please click [here](#).

INTUIT TERMS OF SERVICE FOR QUICKBOOKS SERVICES SINGAPORE

Thank you for selecting the Services offered by Intuit Singapore Pte. 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 legally binding agreement between you and Intuit. By clicking "I Agree," indicating acceptance electronically, or by installing, accessing or using the Services, you agree to be bound by the terms in this Agreement. If you do not agree to this Agreement, then you may not use the Services. If the legal entity that you represent does not agree with these terms and conditions, you must not accept this Agreement, register, and use or access the Services as an authorized representative.

SECTION A. GENERAL TERMS

1. AGREEMENT

This Agreement describes the terms governing your use of the Intuit online services provided to you on this website, including Content (defined below), updates and new releases (collectively, the "Services"). This Agreement includes by reference:

- Intuit's Privacy Statement.
- Additional terms and conditions made available to you, 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, 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 barred from receiving the Services under the laws of the United States or any other applicable jurisdiction. For example, you do not appear on the U.S. Treasury Department's list of Specially Designated Nationals or face any other similar prohibition; 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 within this Agreement. 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, nonsublicensable, revocable 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.
- Create a database in electronic or structured manual form by systematically downloading and storing all or any of the Services.

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 by Intuit in Singapore Dollars (SGD), U.S. Dollars, or other currencies which may be made available (plus any and all applicable taxes, including without limitation VAT and GST) 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.
- a. 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 further use of the Services.
- b. 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.
- c. Intuit will automatically renew your monthly, quarterly, or annual Services at the then-current rates, unless the Services subscription is cancelled or terminated in accordance with this Agreement.
- d. 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.

TO THE EXTENT PERMITTED BY LAW, 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. PERSONAL INFORMATION. You acknowledge that Intuit will process your personal information as described in our Privacy Statement when you use our Services. You also represent and warrant to us that:

- (a) You will provide appropriate notice and have obtained (or will obtain) all consents and rights necessary for us to process any personal information that you provide, whether your personal information or a third-party's personal information) in accordance with this Agreement and our Privacy Statement;
- (b) 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
- (c) 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.

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 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. 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, its customers or others, operate the Services properly or as otherwise provided in our Privacy Statement. 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 to those other Intuit Services.

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 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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, CONDITIONS, REPRESENTATIONS AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY, CONDITION, REPRESENTATION OR GUARANTEE 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.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, INTUIT'S, ITS AFFILIATES' AND ITS SUPPLIERS' LIABILITY FOR THE BREACH OF ANY IMPLIED CONDITION, GUARANTEE, REPRESENTATION OR WARRANTY WHICH CANNOT BE EXCLUDED IS (IF ANY LEGISLATION SO PERMITS) LIMITED TO THE MAXIMUM EXTENT SUCH CONDITION, GUARANTEE, REPRESENTATION OR WARRANTY CAN BE LIMITED UNDER APPLICABLE LAW.

8.3 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 THE OCCURRENCE OF THE FIRST CAUSE OF ACTION GIVING RISE TO A 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: (i) your use of the Services in breach of any laws or regulations; (ii) your breach of clauses 2.2, 6, or 12 of Section A of this Agreement; (iii) any breach by you of any third party rights (including intellectual property rights); (iv) your willful breach of this Agreement; (v) your breach of clauses 5 or 10 of Section B of this Agreement; or (vi) any other 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, effective immediately, in whole or in part, if we determine that your use of the Services: (i) violates the Agreement; (ii) is in violation of a law or regulatory requirement; (iii) is in a manner not contemplated by this Agreement; (iv) is improper or substantially exceeds or differs from what would be reasonably considered normal use by other users; (v) raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues; (vi) to protect the integrity or availability of the Services or systems and comply with applicable Intuit policy; (vii) if you no longer agree to receive electronic communications; or (viii) or if your use of the Services conflicts with Intuit's interests or those of another user of the Services. Upon your receipt of Intuit's 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. Sections 2.2, 3 through 15 will survive and remain in effect even if the Agreement is terminated.

12. EXPORT RESTRICTIONS. You acknowledge that the Services, its related website, online services, and other Intuit Services, including the mobile application, delivered by Intuit are subject to restrictions under applicable US export control laws, including US trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with US laws. You agree that you will comply with these laws and regulations and will not export, re-export, import or otherwise make available products and/or technical data in violation of these laws and regulations, directly or indirectly.

13. GOVERNING LAW AND JURISDICTION. The validity, construction and performance of this Agreement will be governed by the laws of Singapore. All disputes, controversies or claims arising out of or in connection with this Agreement, breach thereof or its formation, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC Rules"). A single arbitrator mutually agreed to by the parties shall be appointed in accordance with the ICC Rules. The place of arbitration shall be in Singapore and all proceedings, including required notices and requests to the parties shall be 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 mutually agreed to, reasonable discovery subject to the ICC Rules. 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. Notwithstanding the foregoing, the parties agree that each party has the right to seek, to the extent permitted under the laws of any relevant jurisdiction, temporary or permanent injunctive or other similar relief in any court of other authority of competent jurisdiction in respect of any claims of breach of confidentiality or for an order of specific performance or other relief. Each party will be responsible for its own costs of arbitration.

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 illegal. You are 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 and any other terms that may be incorporated by reference by virtue of clause 1 above, 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.

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B. ADDITIONAL TERMS AND CONDITIONS FOR QUICKBOOKS SERVICES

Your use of the following Service provided by Intuit is subject to the General Terms of Service above and these Additional Terms and Conditions. These Additional Terms and Conditions will prevail over any conflict or inconsistency with the General Terms of Service.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions as its authorized representative, in which case the terms “you” or “your” will refer to such entity and its affiliates as well as you. If the legal entity that you represent does not agree with these terms and conditions, you must not accept this Agreement, register, and use or access the Services as an authorized representative.

2. **SERVICES.** Each of the following products and services are referred to in this Agreement as a “Service” and together as the “Services”:

- 2.1. **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.
- 2.2. **QuickBooks Online Accountant.** QuickBooks Online Accountant (“QBOA”) is an online or mobile solution for accountants, bookkeepers and other individuals or entities that provide accounting and other financial services to their clients. If you register for QBOA, you will be able to create and access new and existing QBO Accounts of your clients.
- 2.3. **QuickBooks Self-Employed Service.** QuickBooks Self-Employed Service (“QBSE”) is a mobile solution for the self-employed to manage and categorize their personal and business finances through an online account (each a “QBSE Account”). Each QBSE Account may only be used to support one self-employed individual.
- 2.4. **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.

3. **USERS.**

- 3.1. **Types of Users.** The Services allow the following types of access and user rights: When you initially register for and create an account for a Service, you are, or a party that you authorize is, the administrator (“Administrator”). Administrators may authorize additional individuals to access the Services through the same account (“Additional Users”). The number of Additional Users may be limited based upon the subscription you purchase. Additional Users may include, for example, your employees, accountant, contractors, agents, and clients. You may be referred to in this Agreement as “you”, “your”, or “User”, or you may be referred to specifically in your applicable role as an Additional User or an Administrator. All Users will be required to accept this Agreement before accessing the Services. With respect to QBOA and QBSE or each QBO Account and QBSE Account you access, you agree to these terms as an Administrator or an Additional User, as applicable. As any User of the Services, unless otherwise explicitly stated in this Agreement, all of these terms apply to you each time you access the Services.
- 3.2. **For Administrators.** As an Administrator, the following applies to you: Only Administrators may designate another individual as a replacement Administrator. You agree that Additional Users are Intuit customers, but that you are responsible for your Additional Users’ access to the Services. Depending on the types of access rights you grant to Additional Users, Additional Users may be able to delete, edit, copy, or view the Content and data accessible in your account and add charges to the subscription. As Administrator, you are responsible for the access to the Services you grant to Additional Users. If you choose to close or terminate your access to a Service, Additional Users will no longer be able to access such Service or any of the Content within such Service. You agree to provide sufficient notice to Additional Users of your desire to terminate access to the Services before taking such actions. A violation of any terms of this Agreement by an Additional User may result in the termination of an Administrator’s or any Additional User’s access to the Services.
- 3.3. **For Additional Users.** As an Additional User, the following applies to you: When you register to access an

account for which you are not an Administrator, you understand that you are accessing the Service as an Additional User and you may not have the same level of access or the same rights as an Administrator. Depending on the types of rights you are granted by the Administrator, you may be able to delete, copy, or view other User's Content and data. Please make sure that you have an agreement with the Administrator about your role and rights. If an Administrator chooses to close or terminate access to a Service, Additional Users will no longer be able to access such Service or any of the Content within such Service. As an Additional User, you understand that if you violate this Agreement, your access to our Services may be terminated, and we retain the right to also terminate access for any other Users of the same account.

4. **SUBSCRIPTION.**

4.1. **Payment for Services.** The Services are licensed on a monthly or yearly subscription basis to the User that pays for the Service. As the Administrator, you may choose whether you or another User pays for the license. Please review all of the details of the subscription that you purchase; some subscriptions provide access to one Service and others provide access to more than one Service.

4.2. **Subscription Cancellation.** The Administrator may notify us if he or she wants to cancel the subscription prior the beginning of the new subscription period. In the event that Intuit is unable to charge a User's chosen payment method in accordance with this Agreement, we may terminate this Agreement and access to the Services immediately, without notice. If you stop using the Services, Intuit has fulfilled your subscription term. Fees for the Services are not eligible for any proration of unused subscriptions or refunds, even if access to the Services is cancelled or terminated. After your access to the Services is terminated, you may no longer have access to any of the data or Content in the Services. We suggest you retain your own copies of any data or Content that you may need as Intuit is not responsible for providing you with access to your Content or the Services after any cancellation or termination of this Agreement.

5. **ACCOUNT FEATURES.**

5.1. **Trial Version.** If you registered for a trial use of the Services, you will have access to the Services for the specified period of the trial ("**Trial Period**") unless you terminate before the trial period ends. You must decide to purchase a license to the Services within the Trial Period in order to retain access to any Content or data provided or created during the Trial Period. If you terminate before the Trial Period ends or do not purchase a license to the Services by the end of the Trial Period, you will not be able to access or retrieve any of the data or Content you added to or created with the Services during the trial.

5.2. **Beta Features.** From time to time, we may include new or updated beta features in the Services ("**Beta Features**"). Beta Features may have associated fees, which will be disclosed to you at the time you choose to use the Beta Features. We understand that your use of any Beta Feature is voluntary. You understand that once you use a Beta Feature, you may be unable to revert back to a prior 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 prior 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 information from any connected device. You acknowledge and agree that all use of any Beta Feature is at your sole risk.

6. **DATA.**

6.1. **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.

6.2. **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: providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services. For the Mobile App Download Program, Message and Data rates may apply. For help send HELP to 57710 for QuickBooks Online or 83477 for QuickBooks Self-Employed. For support contact us at 1-800-488-7330. Mobile carriers are not liable for delayed or undelivered messages. 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).

7. OTHER PRODUCTS AND SERVICES.

7.1. **Third Party Products.** By using these Services, you agree that we may market to you or offer you access to products or services from third parties ("**Third Party Products**"). If you decide to use or access any Third Party Products, you agree that you are solely responsible for your relationship with the provider of the product. Intuit is not affiliated with Third Party Products and does not endorse or recommend any Third Party Products. You agree that the providers of the Third Party Products, and not Intuit, are solely responsible for their own actions or inactions. Intuit is not liable for any damages, claims or liabilities arising out of or related to any Third Party Products. You agree that you will (a) review and comply with all Third Party Product terms and conditions, and (b) not use the Third Party Product in any manner that would infringe or violate the rights of Intuit or any other party or in furtherance of criminal, fraudulent or other unlawful activity.

7.2. **Data Transfer Service.**

- (a) We may provide you with the opportunity to transfer your data and Content from the Services to certain supported online Third Party Products or other online Intuit services (the "**Ancillary Services**") that you sign up for or use in connection with the Services (the "**Data Transfer Service**"). You may need to be an active subscriber of the Third Party Product or Ancillary Services to use the Data Transfer Service. In order to access a Third Party Product or an Ancillary Service on your behalf to provide the Data Transfer Service, you may need to provide us with your account number, password, security questions and answers, and any other necessary log in information from time to time ("**Login Details**"). We will maintain your Login Details in encrypted form, and will only use them in connection with the Data Transfer Service or otherwise at your direction. You hereby represent that you have the authority to provide the Login Details to Intuit and you expressly appoint Intuit as your, or the third party who owns the Login Details', agent with limited power of attorney to access any Third Party Products or Ancillary Services on your behalf. With respect to each Data Transfer Service, you grant Intuit the right to transfer data to the Third Party Product or Ancillary Service, and to reformat and manipulate the data as reasonably necessary for the data to function with such product or service. After the transfer occurs, the original data and Content will remain in the Services unless we disclose to you otherwise.
- (b) You agree that you will (a) review and comply with all Third Party Product or Ancillary Service terms and conditions before you access the Data Transfer Service, and (b) not use the Data Transfer Service in any manner that would infringe or violate the rights of Intuit or any other party, or in furtherance of criminal, fraudulent or other unlawful activity. Depending on the Third Party Product or Ancillary Service you choose, you further agree and acknowledge that your data, including your financial or personal information, may be transferred through the Data Transfer Service to another country where security and privacy controls may not be adequate for data protection. We do not guarantee that you will be able to use the Data Transfer Service with any specific products or services. You will only have access to the Data Transfer Services during the period for which you have paid for a subscription. Third Party Products may make changes to their websites, with or without notice to us, that may prevent or delay the overall performance of the Data Transfer Service.

7.3 **Data Receipt Service.**

- (a) We may provide you with the opportunity to transfer certain data from a Third Party Product or an Ancillary Service to these Services (the "**Data Receipt Service**"). You may need to be an active subscriber of the Third Party Product or Ancillary Services to use the Data Receipt Service. In order to access a Third Party Product or an Ancillary Service on your behalf, you may need to provide us with your Login Details. We will maintain your Login Details in encrypted form, and will only use them in connection with the Data Receipt Service or otherwise at your direction. You hereby represent that you have the authority to provide the Login Details to Intuit and you expressly appoint Intuit as your, or the third party who owns the Login Details', agent with limited power of attorney to access any Third Party Products or Ancillary Services and retrieve data on your behalf. With respect to each Data Receipt Service, you grant Intuit the right to transfer data to the Services, and to reformat and manipulate your data as reasonably necessary for the data to function with the Services. After the transfer occurs, your original data and Content may not remain in the Third Party Product or the Ancillary Services; please review the terms of those products and services to confirm.
- (b) You agree that you will (i) review and comply with all Third Party Product and Ancillary Service terms and conditions before you access the Data Receipt Services, and (ii) not use the Data Receipt

Services in any manner that would infringe or violate the rights of Intuit or any other party, or in furtherance of criminal, fraudulent or other unlawful activity. In the event that any Third Party Product charges for access to data, you agree that you are responsible for any fees due and owing. You agree that the providers of the Third Party Products, and not Intuit, are solely responsible for their own actions or inactions. Intuit is not liable for any damages, claims or liabilities arising out of or related to any Third Party Products.

- (c) We do not guarantee that you will be able to use the Data Receipt Service with any specific products or services. You will only have access to the Data Receipt Services during the period for which you have paid for a subscription. Third Party Products may make changes to their websites, with or without notice to us, that may prevent or delay aggregation of data or the overall performance of the Data Receipt Service. Your most recent data from a Third Party Product or Ancillary Service may not always be available in the Services. Any data obtained through the Data Receipt Service will be made available in the Services, and will be subject to the terms and conditions of this Agreement, including our Privacy Policy.

8. **THIRD PARTY CODE.** The Services use PDF Tron technology (“**Third Party Code**”), which is subject to the following additional license terms. You agree that you (a) will use the Third Party Code only as an integral component of the Services; (b) will not use the Third Party Code for development, compilation, debugging and similar design-time purposes; (c) will not reverse-compile or decompile, analyze, reverse-engineer, reverse-assemble or disassemble, unlock or otherwise attempt to discover the source code or underlying algorithms of the Third Party Code or attempt to do any of the foregoing in relation to the object code of the Third Party Code; and (iv) will not modify, adapt, translate or create any derivative works of the Third Party Code or merge the Third Party Code into any other software.
9. **SERVICE PROVIDERS.** We may use third parties in the operation of our Services or to perform any of our obligations in this Agreement (each a “**Service Provider**”). In order for our Service Providers to be able to provide you with certain aspects of the Services, we may share a limited amount of your data or Content with such Service Provider. Our agreements with Service Providers outline the appropriate use and handling of this information and prohibit the Service Provider from using any of your information for purposes unrelated to the Services.
10. **COMMUNICATION SERVICES.** We may provide you with the opportunity to communicate with other Users within the Services, or with other third parties through the Services (“**Communication Services**”). You may choose whether or not you would like to use the Communication Services. You agree that you have received permission to communicate with any third parties who are not Users through the Communication Services, and that such third parties have agreed to Intuit’s use and disclosure of data available in the Communication Services in accordance with this Agreement. Users who you communicate with may have access in the future to the data provided through the Communication Services, and you may not have the ability to restrict that access. Intuit’s systems may extract certain data (e.g., numbers, names, or attachments) from the Communication Services and provide it to you in other parts of the Services.
10. **QBSE ESTIMATED TAX PAYMENTS AND DEDUCTIONS.** QBSE may provide you with an estimate of the taxes you owe for a calendar quarter. You acknowledge that this amount is an estimate and may not be a sufficient amount. QBSE may also provide you with an estimate of your tax deductions which you acknowledge is also an estimate only. You are responsible for the accuracy of your estimated tax payments, final tax amount due and the amount of your eligible deductions.
11. **NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR.** NEITHER INTUIT NOR THE SERVICES IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. INTUIT IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. QBSE is intended only to assist you in your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through QBSE may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstance.

12. QBSE ONLINE NOTIFICATION AND DISCLAIMER

- 12.1 Intuit will provide you with account-related notifications due to inaction on the account, confirmation of information and reminders to categorize your transactions. These notifications will be sent to the email address you have provided as your primary email address when you register for QBSE. Anyone with access to your email will be able to view the content of these notifications.

12.2 You understand and agree that any notifications provided to you through QBSE may be delayed or prevented by a variety of factors. Intuit does its best to provide notifications in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any notification. You also agree that Intuit shall not be liable for any delays, failure to deliver, or misdirected delivery of any notification; for any errors in the content of a notification; or for any actions taken or not taken by you in reliance on a notification.

13. **APPLE REQUIREMENTS.** If you downloaded the Services from the Apple iTunes Store the following apply:

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 Services and the content thereof.

Scope of License: The license granted to you for the Services is a limited, non-transferable license to use the Services on an iOS product that you own or control and as permitted by the Usage Rules set forth in the Apple iTunes App Store Terms of Service.

Maintenance and Support: Intuit and not Apple is solely responsible for providing any maintenance and support services with respect to the Services. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.

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 Services to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Services in the Apple iTunes App Store to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services, 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, as between Intuit and Apple.

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

Intellectual Property Rights: You acknowledge that, in the event of any third party claim that the Services or your possession and use of the Services infringes that third party's intellectual property rights Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Legal Compliance: You represent and warrant that (a) 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

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

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.

2018 June

QUICKBOOKS TRAINING & CERTIFICATION PROGRAM AGREEMENT - SINGAPORE

I. GENERAL TERMS AND CONDITIONS

1. Agreement Acceptance

(a) Agreement Acceptance. IMPORTANT - PLEASE READ: This QuickBooks Training & Certification Program Agreement ("Agreement") is made between you and Intuit Singapore Pte. Limited and/or its subsidiaries and affiliates ("Intuit"), is effective when you sign up for QuickBooks Training & Certification ("Effective Date"). This Agreement describes the terms governing your enrollment and participation in the QuickBooks Training & Certification Program (the "Program"). It includes by reference:

- Applicable Intuit's Privacy Statement: <https://quickbooks.intuit.com/sg/privacy/>
- Additional terms and conditions, which may include those from third parties.
- Any terms provided separately to you for the Program, including, without limitation, the Program, Certification and Profile Listing requirements and the Trademark Usage Restrictions.

(b) Your enrollment and participation in the Program means that you agree to the terms and conditions as provided in the Agreement. As used in this Agreement, "you," "your," and "Participant" are synonymous and refer to the person who enrolled in the Program reflected in Intuit's records.

You must be at least 18 years of age to enroll in the Program. By accessing, signing up, participating in, or otherwise using the Program 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 or any other applicable jurisdiction;
- You are a resident of the country where you have registered for the Program; 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. Membership Information

(a) Membership. The Program is available to adult QuickBooks customers who are providing consulting services to third-party clients and meet all Program requirements, including the terms of this Agreement. Participant hereby certifies that the information Participant supplied to Intuit during the Program enrollment process is true and correct. Participant further agrees to provide any necessary updates to their information in a timely manner. This information is for the express use of Intuit and does not constitute Certification. Participant further understands that Intuit reserves the right to discontinue Program, in whole or in part, without limitation, of any Participant who does not meet the criteria for participation, and such criteria shall be determined from time to time at Intuit's sole discretion.

(b) Certification. QuickBooks Training & Certification provides access to training and webinars to improve QuickBooks proficiency. To obtain QuickBooks Certification you must successfully complete the required QuickBooks education and testing, required training for each certification is identified within the QuickBooks product. Each QuickBooks Certification and all associated benefits, including but not limited to inclusion in the Find an Advisor profile listing ("Profile Listing"), are tied to the individual who successfully completed the Certification and may not be transferred to another individual. For more information about the Certification please visit: **EXHIBIT A. — QuickBooks Certification Additional Terms and Conditions.**

(c) Find-An-Advisor Profile Listing. Any Participant who meets all Program and Profile Listing requirements is entitled to publish only one Profile Listing on the Find-An-Advisor Directory. The Profile Listing on the Find-An-Advisor Directory does not constitute endorsement by Intuit.

Profile Listing requirements may include, but are not limited to:

- Current QuickBooks Certification;
- Adherence to all terms provided separately to you for the Program;
- Participant must be a resident of and located in the country specific to the Find-An-Advisor Directory;
- Submission and acceptance of a valid government issued id;
- True and accurate information provided on the Profile Listing.

3. Proprietary Rights

a. Participant agrees that Participant is not authorized or permitted to use the term or name "Participant: QuickBooks Training & Certification Program" or other permitted uses as provided in the Trademark Usage Restrictions herein unless Participant maintains current, valid participation, and only during the Term, as defined below. Participant agrees to abide by all of the Trademark Usage Restrictions. Participant further agrees that Participant is not authorized or permitted by Intuit to use the trademarks "Intuit", "QuickBooks", "ProAdvisor", "QuickBooks ProAdvisor", "QB", "QB ProAdvisor", "QuickBooks ProAdvisor", "QB ProAdvisor" or Intuit's corresponding logo designs, or any other trademarks, trade names or domain names corresponding to or similar to Intuit's marks -- including but not limited to "Quick", "Intui", "intuitive", "intuition", "intu", "tuit", "tui", "Turbo" or "Mint" (or phonetic equivalents) --in any Participant products, services, or advertising, or in any way not expressly set forth in this Agreement.

4. Data Processing and Privacy

You acknowledge that Intuit will process your personal information as described in our Privacy Statement (<https://quickbooks.intuit.com/sg/privacy/>) when you use our Program or Services. As a Participant you further agree to maintain data privacy standards that are at least as restrictive and protective as our Privacy Statement. Any violation of our Privacy Statement or any unauthorized access, misuse, or collection of any client or customer personal information shall be considered a material breach of this Agreement.

5. Protection of Interest

a. Acknowledgment of Rights. Participant acknowledges Intuit's exclusive rights in all of its trademarks, trade names, logos (including, without limitation, the Certified Logo) and service marks ("Intuit Marks") and all goodwill associated therewith, and acknowledge that any and all plain-text uses of Intuit Marks by you inure solely to the benefit of Intuit. You shall not challenge Intuit's exclusive rights in and to the Intuit Marks. You shall not do anything that might harm the reputation or goodwill of Intuit or any of the Intuit Marks. You shall not take action inconsistent with Intuit's rights in the Intuit Marks. You shall not adopt, use, or register any corporate name, trade name, trademark, service mark, internet domain name, or other designation confusingly similar to the Intuit Marks or incorporating in any way any of the Intuit Marks. If at any time you attempt to acquire any rights in, or registration(s) or application(s) of any kind for, containing or corresponding to the Intuit Marks by operation of law or otherwise, you will immediately and at no expense to Intuit assign such rights, registrations, names or applications to Intuit, along with any and all associated goodwill.

b. Enforcement. In the event you become aware of any unauthorized use of the Intuit Marks by a third party, you should promptly notify Intuit in writing, and shall cooperate fully, at Intuit's expense, in any enforcement of Intuit's rights against such third party.

6. Conduct of Business

You agree (a) to conduct business and provide services in a manner which reflects favorably at all times on the products, services, goodwill and reputation of Intuit; (b) to conduct business and

provide services in full compliance with all applicable laws and regulations; (c) to conduct business and provide services in full compliance with all agreements you may have with Intuit, including but not limited to the Intuit Services, End User License Agreements or Terms of Services; (d) not to engage in illegal, deceptive, misleading or unethical practices; (e) not to make any statements, representations, warranties, or guarantees to customers that are inconsistent with the policies established by Intuit; (f) to provide support and services of the highest quality and integrity; and (g) to use best efforts to resolve any complaints or disputes with your clients regarding your services under the Program in a fair, ethical, and timely manner.

Participant agrees not to use or display any materials or content in its website in a manner that is, as determined by Intuit in its sole discretion, defamatory, misleading, libelous, obscene or otherwise potentially damaging to the reputation of Intuit, or the goodwill associated with Intuit. You further agree that you will use the Program and its benefits to assist and counsel small business clients on their use of QuickBooks products, and not for another purpose.

If Intuit determines in its sole discretion that you are using the Program for any unauthorized purpose, for a purpose that conflicts with the goals of the Program, or otherwise in violation of Program requirements, we reserve the right to terminate all or any of the following: your membership, your Profile Listing and access to the Program.

7. Authorization

Participant hereby authorizes Intuit and third parties authorized by Intuit to disclose and/or publish information regarding Participant's name, address and other contact information, expertise profile, and business profile in printed and/or electronic forms in any medium.

8. Confidentiality

Intuit may from time to time provide you with confidential information. You acknowledge that such confidential information is the property of Intuit, its subsidiaries, affiliates or suppliers and a confidential trade secret of Intuit, its subsidiaries, affiliates or suppliers. You shall not reveal, disclose or distribute such confidential information in any form to employees, except on a need to know basis, or to any third party, except to the extent specifically authorized by Intuit in writing, and shall take all reasonable precautions to prevent unauthorized disclosure and use of such confidential information. This obligation of confidentiality does not apply to information which is (a) rightfully in the public domain other than by a breach of a duty to Intuit; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to you without any limitation on use or disclosure prior to its receipt from Intuit; (d) independently developed by you; or (e) generally made available to third parties by Intuit without restriction on disclosure. You may not disassemble, reverse-engineer, or decompile any software that is provided to you by Intuit.

Participant agrees to return to Intuit immediately upon Intuit's written request any confidential information Participant has received in writing or other tangible form. Participant acknowledges that the unauthorized disclosure or use of Intuit confidential information will cause irreparable harm to Intuit, and that accordingly, Participant agrees that Intuit will have the right to seek and obtain injunctive relief in addition to any other rights and remedies Intuit may have at law or in equity.

9. Idea Submissions

By submitting ideas, suggestions, proposed business plans or any other material to Intuit, Participant acknowledges and agrees that Intuit will treat such submissions as non-confidential; Intuit can use the information without compensation to Participant or to any other person or entity; and Intuit may have already developed, and is not restricted from developing, products, services or plans similar to or competitive with any described in such submissions from Participant.

10. Right to Inspect

Intuit shall have the right to inspect your provision of support and services under this Agreement, your business premises, and all signage, advertisements, promotional material, and documentation in order to ensure your full compliance with the terms and conditions of this Agreement. You shall cooperate fully and shall promptly provide Intuit access to all reasonably requested materials and to such portions of your business premises reasonably necessary to permit Intuit to exercise its right to inspect.

11. Third Party Services

Certain services and products provided by third parties, and not by Intuit, are made available in connection with the marketing and distribution of QuickBooks in the Program ("Third Party Services"). You are responsible for reviewing, understanding and complying with the terms and conditions governing any Third Party Services, and your use of any Third Party Services indicates your acceptance of such terms and conditions. You agree that Intuit is not responsible for the performance of third parties in connection with the Third Party Services, and to indemnify Intuit for third party claims relating to your use thereof.

12. Limitation of Liability & Indemnification.

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 membership term 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, 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: (i) your use of the Services in breach of any laws or regulations; (ii) your breach of Section 1, and **EXHIBIT A**. — QuickBooks Certification Additional Terms and Conditions, Section F of this Agreement; (iii) any breach by you of any third party rights (including intellectual property rights); (iv) your willful breach of this Agreement; or (v) any other breach of this Agreement, (collectively referred to as "Claims"). Further, you agree to indemnify Intuit resulting from any suit or proceeding based upon a claim arising (i) by reason of your performance or non-performance under this Agreement; (ii) arising out of your use of the Intuit Marks in any manner whatsoever except in the form expressly licensed under this Agreement; (iii) a breach of any representation, warranty, or obligation made by Participant contained in the terms of this Agreement, and/or (iv) for any personal injury, product liability, or other claim arising from the promotion and/or provision of products or services by you. 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.

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. You agree to reimburse Intuit upon demand for any expenses reasonably incurred by Intuit in defending such claim, including, without limitation, attorney's fees and costs, as well as any judgment or settlement of the claim or proceeding. In no event may you enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind Intuit in any manner without the prior written consent of Intuit.

12. Disclaimer of Warranties

THE PROGRAM (INCLUDING, WITHOUT LIMITATION, THE CERTIFICATION CURRICULUM AND ALL PROGRAM-RELATED SERVICES) IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT AND ITS SUPPLIERS DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM, ANY SERVICES PROVIDED BY INTUIT OR ITS SUPPLIERS, QUICKBOOKS OR OTHER SOFTWARE, ANY TRAINING GUIDE, AND/OR ANY OTHER RELATED MATERIALS INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, THEIR MERCHANTABILITY, OR THEIR NONINFRINGEMENT. PARTICIPANT ACKNOWLEDGES AND AGREES THAT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN PARTICIPANTS. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE COMMENCEMENT DATE OF PARTICIPANT INITIAL PROGRAM MEMBERSHIP. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS IN DURATION MAY NOT APPLY TO CERTAIN PARTICIPANTS. IN NO EVENT SHALL INTUIT OR ITS SUPPLIERS BE LIABLE FOR ANY AMOUNTS IN EXCESS OF THE FEES PAID BY PARTICIPANTS TO INTUIT HEREUNDER FOR ONE MEMBERSHIP PERIOD, NOR SHALL INTUIT OR ITS SUPPLIERS BE LIABLE FOR DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST BUSINESS OR PROFITS ARISING FROM ANY MATTERS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER INTUIT OR ITS SUPPLIERS HAVE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE REMEDIES SET FORTH HEREIN SHALL BE PARTICIPANT'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF THESE TERMS AND CONDITIONS.

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

13. Term

(a) Term. The Program shall commence on the Effective Date and will continue, until and unless terminated as set forth in this Agreement ("Term"). Section II: Exhibit A ("QuickBooks Certification Terms and Conditions") of the Program Agreement sets forth the duration of Certification status, which may expire prior to termination of the Program Agreement.

14. Default and Termination

(a) Intuit or Participant may terminate Participant's enrollment in the Program at any time, with or without cause, by written notice to the other not less than THIRTY (30) DAYS before the effective date of such termination notice. Intuit may terminate Participant's enrollment in the Program for cause effective immediately and without notice in the event that: (i) Intuit determines in its sole discretion that Participant has behaved unprofessionally or otherwise unacceptably towards any Intuit sales, customer service, or technical support agents; (ii) Intuit has received negative feedback on more than one occasion about a Participant; (iii) Participant fails to perform any of Participant's obligations under this Agreement or is otherwise in default hereunder and such failure or default remains unremedied for FIFTEEN (15) DAYS after written notice thereof; (iv) Intuit, in its sole discretion, determines that Participant does not meet the criteria for enrollment in the Program, or any other Program Requirements, as determined by Intuit from time to time; (v) Participant commits a felony or engages in an unlawful business practice; or (vi) any conduct or proposed conduct of Participant exposes or threatens to expose Intuit to any liability or obligation, including any obligation under federal, state or local law.

(b) Additional termination provisions related to the termination of QuickBooks Certification status are as set forth in Section II: Exhibit A ("QuickBooks Certification Terms and Conditions")

of the Program Agreement.

15. Effect of Termination

Upon expiration or termination of enrollment, regardless of the reason thereto: (a) All privileges and benefits of the Program will be immediately revoked; (b) Participant shall immediately cease use of the name "QuickBooks Certified" and other permitted uses of trademarks, names or terms under Section I.3 of this Agreement. Participant shall also discontinue representing in all instances and locations (e.g., on materials, website, etc.) that Participant is enrolled in the Program; (c) Participant shall promptly return to Intuit all Intuit confidential information or certify in writing that it has destroyed such information; (d) all rights and licenses granted under this Agreement (including without limitation the license to use the Certified Logo) will immediately and automatically terminate; and (e) Certified Participant (as defined in Section III. Exhibit B) shall immediately cease use of the Certified Logo and shall otherwise discontinue representing that Certified Participant is a QuickBooks Certified or any other authorized statement regarding such status.

16. Governing Law and Jurisdiction

The validity, construction and performance of this Agreement will be governed by the laws of Singapore. All disputes, controversies or claims arising out of or in connection with this Agreement, breach thereof or its formation, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC Rules"). A single arbitrator mutually agreed to by the parties shall be appointed in accordance with the ICC Rules. The place of arbitration shall be in Singapore and all proceedings, including required notices and requests to the parties shall be 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 mutually agreed to, reasonable discovery subject to the ICC Rules. 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. Notwithstanding the foregoing, the parties agree that each party has the right to seek, to the extent permitted under the laws of any relevant jurisdiction, temporary or permanent injunctive or other similar relief in any court of other authority of competent jurisdiction in respect of any claims of breach of confidentiality or for an order of specific performance or other relief. Each party will be responsible for its own costs of arbitration.

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 illegal. You are responsible for compliance with all applicable laws pertaining to your use and access to the Services in your jurisdiction.

17. General Provisions.

- a. **Non-Waiver.** No waiver of any right or remedy on one occasion by either party will be deemed a waiver of such right or remedy on any other occasion.
- b. **Assignment.** The rights granted to you hereunder are personal, and you may not assign this Agreement or any right or obligation hereunder, whether in conjunction with a change in employment, voluntary transfer, transfer by operation of law, or otherwise, without the prior written consent of Intuit, which Intuit may give or withhold in its sole discretion. Any such purported assignment or transfer shall be deemed a material breach of this Agreement and shall be null and void. This Agreement is freely assignable by Intuit and will be for the benefit of Intuit's successors and assigns.
- c. **Relationship of Parties.** You and Intuit are independent contractors and you agree that you will not represent yourself as an agent or representative of Intuit. Neither party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, franchise, employment or agency relationship between you and Intuit.

d. **Severability.** The failure of Intuit to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity of the remaining provisions unless Intuit determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes.

e. **Entire Agreement.** This Agreement, the Exhibits, which includes the content in the and the "Program Agreement" section (including Exhibits A and B), constitutes the entire agreement and understanding between the parties with respect to the Program, and supersedes all previous Program agreements, and all prior and contemporaneous negotiations, discussions and understandings of the parties, whether written or oral, regarding the Program. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by Intuit. This Agreement, including, without limitation, the Program and all Program benefits may be changed from time to time by Intuit in its sole discretion.

f. **No Endorsement.** You acknowledge that Intuit makes no claims on behalf of you or your company as to the quality of the products or services you offer.

g. **Continuing Obligations.** Obligations of the parties under the provisions of Sections 3, 4, 7, 8, 10, 11, 12, 15, 16, 17, 18, 19 and 20 shall survive any termination and remain in force after termination of this Agreement.

h. **Language.** It is the express wish of the parties that this Agreement and all related documents be drawn up in English.

18. Additional Items You Agree To

a. **Intuit Services.** We may tell you about other Intuit services. You may be offered other services, features, products, applications, online communities, or promotions provided by Intuit ("Intuit Services"). If you decide to use any of these Intuit Services, additional terms and conditions and separate fees may apply. You acknowledge that in accessing some Intuit Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, and sales among others, to the Internet. You grant Intuit permission to use information about your business and experience to help us to provide the Intuit Services to you, including updating and maintaining your data, addressing errors or service interruptions, and enhancing the types of data and services Intuit may provide to you in the future. You grant Intuit permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. We may use this data to improve services and to compare business practices with other company standards. We may use your data to create, market or promote new Intuit offerings to you and others. You also grant Intuit permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

b. **Third Party Services.** We may tell you about third party products or services. You may be offered products or services by third parties who are not affiliated with Intuit ("Third Party Products") or the Services may contain 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 responsible for reviewing the third party's separate product terms, website terms and privacy policies. You agree that Intuit can use your contact information, including name and address, for the purpose of offering these products to you. You agree that the third parties, and not Intuit, are responsible for their product's performance and the content on their websites. Intuit is not affiliated with these Third Party Products or Third Party Sites and has no liability for them.

II. EXHIBIT A. — QuickBooks Certification Additional Terms and Conditions

A. Purpose of QuickBooks Certification ("Certification")

Intuit is committed to providing its QuickBooks customers with superior quality products and services. In order to provide appropriate service and support for customers using QuickBooks products, Intuit has created QuickBooks Certification. Under Certification, individuals who have demonstrated their proficiency in supporting QuickBooks by successfully completing the education and testing requirements of Certification may obtain certain benefits and may be licensed to use the Intuit Marks, both as set forth in this Agreement. Certification does not, however, ensure that a Certified Participant will qualify for any particular employment. Certified Participants are not and may not act as an agent or representative of Intuit in any manner. Intuit does not endorse or guarantee the quality of Certified Participants' support or other services to customers.

B. Additional Definitions

"Certification" means the QuickBooks Certification offered by Intuit for QuickBooks customers who demonstrate technical competence relating to the use of QuickBooks products, through successfully completing the Certification Curriculum.

"Certification Curriculum", means those course materials that have been developed by Intuit or its designated vendors for use with Certification, including proficiency testing. Such Certification Curriculum may include web-based interactive instructional material, and may be utilized in a self-study or in a classroom environment. Third-party service providers may perform the testing component of the Certification Curriculum on Intuit's behalf.

"Certification Status" means the status associated with the successful completion of the Certification Curriculum.

"Certified Member" means a Participant in good standing who has successfully completed the Certification Curriculum.

"Certified Logo" means the logo design(s) associated with the Certification, as provided by Intuit.

C. Certification and Quality Control

1. Obtaining Certification. To obtain Certification, you must successfully complete the Certification Curriculum and required testing within the time period noted in this section, meet all ID verification requirements, and comply with all other requirements in this Agreement or as otherwise communicated by Intuit.

2. Certification Enrollment. You certify that the information supplied to participate in Certification is true and correct. This information is for the express use of Intuit and the mere enrollment in Certification does not constitute Certification or endorsement by Intuit of Participant. You understand that Intuit reserves the right to discontinue Certification of any Participant or Certified Participant who does not meet the criteria for participation in Certification, and that such criteria shall be determined from time to time in Intuit's sole discretion.

3. Certification Curriculum. You acknowledge that Intuit has the right, in its sole discretion, to change at any time the Certification Curriculum and the requirements for obtaining or maintaining Certification. Intuit, at its discretion, will make your name and current Certification Status available to QuickBooks customers who request it, unless you notify Intuit in writing requesting that such information not be disclosed. It is your responsibility to ensure that such information is current and accurate, and to notify Intuit promptly in the event such information is not current or accurate.

4. No Transfer of Certification. Your Certification Status and any license to use the Certified Logo are personal to you and neither may be transferred nor assigned to any other person or entity. You retain your Certification Status and your license to use the Certified Logo if you leave

your current employment and/or begin working with a different business organization, as long as your Program membership and Certification are in good standing.

5. Conduct of Business. You agree (1) not to misrepresent your Certification Status or your level of skill and knowledge related thereto; (2) to provide support and services consistent with the Certification Curriculum; and (3) to use best efforts to resolve any complaints or disputes with your clients regarding your services as QuickBooks Certified in a fair and timely manner.

6. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, INTUIT HAS THE RIGHT TO REVOKE, NOT TO GRANT, OR NOT TO RENEW YOUR CERTIFICATION STATUS AND/OR YOUR LICENSE TO USE THE CERTIFIED LOGO IF INTUIT DETERMINES IN ITS SOLE DISCRETION THAT YOUR CERTIFICATION OR YOUR USE OF THE CERTIFIED LOGO MAY ADVERSELY AFFECT INTUIT IN ANY WAY.

D. License Grant and Limitations on License Grant

1. License Grant. Subject to your obtaining and maintaining Certification Status under the terms of this Agreement, and to your full compliance with this Agreement, Intuit hereby grants and you accept a non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable license to use the Certified Logo (as defined in Section III: Exhibit B, of the Agreement) in the Territory, only as set forth in this Agreement, which may be modified from time to time at Intuit's sole discretion without notice. No other right, title, or license is granted hereunder, either by implication, estoppel or otherwise.

2. Limitations on License to Use Certified Logo. The Certified Logo may not be used for any other purpose or in any manner other than as described in the Certified Logo Restrictions in this Agreement. In addition, if at any time Intuit requests that you discontinue using the Certified Logo and/or substitute new or different Certified Logo(s), you will immediately cease use of the discontinued Certified Logo(s) and cooperate fully with Intuit to ensure that all legal obligations have been met with regard to ceasing use of the Certified Logo(s).

E. Certification Term and Termination

1. Certification Term. Certified Member's rights and obligations under this Exhibit A shall commence on the date you successfully complete the Certification Curriculum and will terminate upon Certified Member's loss or other termination of Certification Status or upon termination of the Program membership.

2. Termination of Certification by Intuit. Without prejudice to any rights it may have under this Agreement or in law, equity, or otherwise, Intuit may terminate a Certified Member's Certification under this Agreement (including without limitation the Certification Status and use of the Certified Logo) immediately upon the occurrence of any one or more of the following events:

- You fail to keep current/maintain your Certification by not taking the recertification that Intuit will offer every year;
- You fail to perform any of your obligations under this Agreement, including, without limitation, the terms related to use of the Certified Logo;
- You discontinue providing the services and support for Intuit products to which your Certification is related; A government agency, state licensing body, or court finds that services provided by you fail to comply with applicable laws or regulations, or are defective or improper in any way, manner or form;
- If actual or potential adverse publicity or other information emanating from a third party or parties, about you, the services you provide, or the use of the Certified Logo by you causes Intuit, in its sole judgment, to believe that Intuit or its reputation may be adversely affected; or
- You resell and/or distribute the software provided to you by Intuit in violation of the terms and conditions of the software's end user license agreement or this Agreement.

- Public discussion of the QuickBooks Certification exam questions and answers is grounds for immediate termination of your certification.
- Discovery of any information that would have precluded you from obtaining Certification, including but not limited to the submission of false ID credentials, or dishonesty during the course of Certification testing.

F. Content

1. You are responsible for your content. You are legally responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") uploaded, posted or stored through your use of the Services. You grant Intuit a worldwide, royalty-free, non-exclusive license to host and use the Content in order to provide you with the Services. You agree not use the Services for any illegal purpose or in violation of any applicable local, state, federal or international law. You are encouraged to archive your Content regularly and frequently. You are responsible for any Content that may be lost or unrecoverable through your use of the Services. You must provide all required and appropriate warnings, information and disclosure. You agree that you will not use the Services to share, store, or in any way distribute financial data that is not in accordance with the law. Any users suspected of having information which involves fraud, embezzlement, money laundering, insider trading, support for terrorism, or any other activity proscribed by law may have their accounts terminated, their financial data erased, and they also may be reported to law enforcement officials in the appropriate jurisdictions. Intuit is not responsible for the Content or data you submit on the website. You agree not to use the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

Illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage or constitute an attack or "flaming" others, or criminal or civil liability under any local, state, federal or foreign law.

Content or data that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy, including posting images about children or any third party without their consent (or a parent's consent in the case of a minor);

Except as otherwise permitted by Intuit in writing, advertisements, solicitations, investment opportunities, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;

Virus, trojan horse, worm or other disruptive or harmful software or data; and

Any information, software or Content which is not legally yours and may be protected by copyright or other proprietary right, or derivative works, without permission from the copyright owner or intellectual property rights owner.

2. Community forums. The Services may include a community forum to exchange information with other users of the Services and the public. Please use respect when you interact with other users. Intuit does not support and is not responsible for the accuracy of others' content in these community forums. Do not reveal information in the community forum that you do not want to make public. Users may post hypertext links to content hosted and maintained by third parties for which Intuit is not responsible.

3. Intuit may monitor your content from time to time. Intuit may, but has no obligation to, monitor content on the Services. We may disclose any information necessary or appropriate 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, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this

Agreement.

G. Reviews and Ratings

Our offerings may include features for User reviews and ratings in our websites or online services selected by you, such as in our Accounting Professionals offerings, e.g., QuickBooks Training & Certification Program which allows our QuickBooks Certified Participant to enable its customers to post reviews and ratings about the QuickBooks Certified Participant. Terms for posting reviews and ratings are included in our Terms of Service or Use which are available on our websites and online services provided to you. The following considerations also apply to these User reviews and ratings features.

We promote open and honest reviews and ratings on our sites which comply with our Terms of Service or Terms of Use for rating and review features in our Services.

We provide clear notice to our customers of how we use these reviews and ratings in our websites and online services; and how a customer may choose to participate or not participate in this feature.

We respond promptly to customer complaints and inquiries regarding allegedly customer reviews which may violate our Terms of Service or Use.

We do not remove or hide negative reviews because the person who is being reviewed disagrees factually with the content.

We will promptly remove reviews which we determine are offensive, illegal or otherwise violate our QuickBooks Find An Advisor Review Terms of Use, found on the Find-An-Advisor Directory.

We do not take sides in a factual dispute between parties who post content on our sites and online services.

III. EXHIBIT B — Trademark Usage Restrictions

Purpose of QuickBooks Certification: The following are the trademark usage restrictions for the Program ("Trademark Restrictions").

A. No Use of Logo Forms or Box Designs

When referencing the QuickBooks name, the use of product logos or box designs is prohibited. Intuit trademarks must be displayed only in plain text and only for approved purposes as set forth below. Such plain text usage must retain the distinctive capitalization and/or spacing of the mark. For example:

Correct: QuickBooks® software; or QUICKBOOKS® software

Incorrect: Quick books® software

NOTE: If you obtain Certified QuickBooks User status, you will be granted the limited right to use the Certified ® logo under the terms and conditions set out in Section F below. Also, if you are a member of the QuickBooks Affiliate Program, you are allowed, per that program's terms and conditions, to display certain approved Affiliate Program ad banners (provided by Intuit) on your website(s), some of which include the QuickBooks product logos and/or box designs. See the QuickBooks Affiliate terms and conditions for further information.

B. Correctly Promote Your QuickBooks Certification

Upon your enrollment into the QuickBooks Training & Certification Program, Intuit encourages you to inform your current and prospective clients/customers of your membership in the Program, in accordance with all of the Trademark Restrictions listed herein. You can convey this information in your advertising, and in detailed brochures, sales materials and websites ("Approved Materials"),

but you should only do this in a way that does not lead clients to believe that you are somehow "Officially Endorsed by", "Authorized by", or formally "Partnered" with Intuit, or that you are an employee or representative of Intuit. The best way to promote your membership is to simply place one of the following plain-text statements in your sales and/or advertising materials:

"Certified QuickBooks® User"

C. No Use in Direct Business Source Identifiers

The Intuit, QuickBooks, QuickBooks ProAdvisor, QB, or other similar marks or logos, including but not limited to "Quick", "Intui", "intuitive", "intuition", "intu", "tuit", "tui", "Turbo" or "Mint" (or phonetic equivalents) cannot be used in your company name, product/service name or in your direct business source identifiers such as stationery, business cards, company signs, domain names or company website titles. These identifiers indicate the name of your business and, thus, the source of its products or services. In order to avoid any possible confusion with regard to the source of Intuit's products/services, versus your or another party's products/services, use of Intuit's trademarks in these source identifiers is prohibited. However, Intuit does not object to the membership statements in Section B above being used in appropriate contexts which make clear the true nature of your relationship to Intuit. You can also make truthful statements about the nature of your services, such as:

"Specializing in QuickBooks® software" "Supporting QuickBooks® users since..." "Specializing in QuickBooks® installation and setup" "Consulting on QuickBooks® software"

All other uses of the QuickBooks or other Intuit marks on direct business source identifiers are strictly prohibited.

Additionally, by participating in the Program, you agree that the Approved Materials will not contain any content that could be deemed by Intuit, in its sole judgment, to be obscene, violent or otherwise in poor taste or unlawful, or for the purpose of encouraging unlawful activities, or otherwise misuse or bring into dispute or disrepute the QuickBooks trademark, any other Intuit-owned marks or logos, or Intuit's products or services. Intuit reserves the right to object to unfair uses or misuses of its trademarks/logos and to hold you in breach of the Agreement for any such unfair uses or misuses in Intuit's sole discretion.

D. No Use of Intuit Company Trade Name, Trademark or Company Logo

No person or company except Intuit may use the Intuit company name, trademark or company logo. The only use of the company name that is permitted is the plain-text listing of the ownership legend for Intuit's trademarks, as shown in Section E below.

E. Appropriate Symbols and Ownership Legends Must Be Used

When used in accordance with these Trademark Restrictions, Intuit's Intuit® and QuickBooks® trademarks should appear with the "®" symbol directly next to the mark as shown.

The appropriate ownership "legend" must also be displayed at least once in any materials where the QuickBooks or QuickBooks ProAdvisor names are mentioned (unless space is not available, e.g., on business cards). Such legend should generally read as follows:

"Intuit and QuickBooks are registered trademarks and/or registered service marks of Intuit Inc."

F. FOR CERTIFIED QUICKBOOKS USERS: Certified Logo Restrictions

All approved uses of the Certified Logo must conform to the following logo usage restrictions ("Certified Logo Restrictions"):

Approved Purpose

Certified Members are granted a limited license to use the Certified Logo and may use the Certified

Logo solely for the purposes of notifying clients or prospective clients, via Approved Materials and usages only (as set forth in Section F.2 below), of the Certified Member's current, valid Certification in the Program and of the Certified Member's successful completion of the Certification Curriculum pursuant to this Agreement ("Approved Purpose"). No other use of the Certified Logo is permitted.

Approved Materials and Usage

a. Certified Members in good standing may use the Certified Logo for the Approved Purpose (in an appropriate form and size as set forth in this Section F) in all of the following instances (collectively, "Approved Materials"):

- (i) Certain paper and electronic marketing materials for Certified Members' services related solely to QuickBooks software, such as Member brochures and websites;
- (ii) Certain advertising for Certified Members' services related solely to QuickBooks software, such as display ads in newspapers, magazines and yellow pages;
- (iii) On Certified Member's stationery and business cards; and
- (iv) Apparel (e.g., shirts) for use solely by the Certified Member

b. All such Approved Materials must also separately contain Certified Member's own name, company name, service name and/or trade name in a size that must be at least as large as the Certified Logo lettering.

c. Certified Members may NOT use the Certified Logo in or on physical company signage or within company logos; however Certified Members may display the Certified Logo in public view separate and apart from company signage, member name, company name, service or trade name displays.

d. Notwithstanding the above, Certified Members may use the following identification line in plain text (not logo/graphic form) when printing a Certified Member's name on business cards, stationery, brochures, apparel, and website ONLY: "Jane Smith, Certified QuickBooks User." However, such identification line CANNOT be used on or in connection with company signage, or company names or logo designs (including where such logo designs appear on other materials), or be incorporated into signage or company names/logos in any way.

e. Certified Members may not under any circumstances use the Certified Logo or any part thereof in the name of the Approved Materials themselves, or in the names of Certified Member's own products, services, or business, or use the Certified Logos in any other non-approved manner, including for promotional events, merchandise or signage, or to express or imply any endorsement or affiliation with Intuit beyond the completion of the Certified Curriculum and required testing. Furthermore, Certified Member agrees that the Approved Materials will not contain any content that could be deemed by Intuit, in its sole judgment, to be obscene, violent or otherwise in poor taste or unlawful, or for the purpose of encouraging unlawful activities, or otherwise misuse or bring into dispute or disrepute the Certified Logo, the QuickBooks trademark, any other Intuit Marks, or Intuit products or services. Intuit reserves the right to object to unfair uses or misuses of Intuit Marks and to hold Certified Member in breach of this Agreement for any such unfair uses or misuses in Intuit's sole discretion.

3. Required Legend

All Approved Materials that display the Certified Logo shall include a small legend stating "Intuit and QuickBooks are registered trademarks and/or registered service marks of Intuit Inc., used with permission." Intuit may, from time to time, also require Certified Member to use another statement.

Design Requirements

When reproducing the Certified Logo design, the only modification that is allowed is to resize the Certified Logo design in exact proportion to its original height and width. No re-sampling or other attempted duplication is allowed and no alteration, modification, cropping, or addition to the Certified Logo is permitted. The Certified Logo as supplied by Intuit cannot be "violated" or touched by any other text or graphics in any way, and there must be a border of space of at least fifteen percent (15%) of the total height of the Certified Logo surrounding it on all sides in every instance where the Certified Logo appears. The proportion of the Certified Logo should remain consistent.

Stretching, condensing, distorting or otherwise altering the Certified Logo is prohibited. The Certified Logo may not be placed on backgrounds with insufficient contrast, photos or illustrations, strong patterns or texture.

Logo File Formats

The Certified Logo is offered in three different file formats for the Approved Purposes and usage as set forth in Section III, Exhibit B above. Any of the three file formats can be imported into documents created by most software applications. Please read the file format descriptions, as they will help you assess which file format is most appropriate for your needs.

a. JPG. The.jpg can be used at 100% or smaller.

- b. .png. The .png can be used at 100% or smaller.
- c. .eps. The .eps is scalable if a flexible format is needed for a designer.

G. Pay Per Click / Search Engine Advertising Restrictions

In order to avoid potential confusion among consumers and to prevent search engine ads from being removed by our trademark compliance monitoring systems, Participants must adhere to the following restrictions. Participants understands and agrees that Intuit retains the right to remove any ads that, in Intuit's sole discretion, do not comply with these restrictions.

All sponsored ad titles must lead with Participants own marks or names, or with industry descriptors, and cannot lead with Intuit brands. For example, all sponsored ad titles must be structured as "Company Name - XYZ for QuickBooks" instead of "QuickBooks XYZ". This will help avoid potential confusion as to the source, branding, or sponsorship of Participant's offerings.

Proper Use	Improper Use
<p>Company Name - Training for QuickBooks</p> <p>Member Company Name training for QuickBooks www.MemberName.com/Trainingfor QuickBooks</p>	<p>QuickBooks Training</p> <p>Member Company Name training for QuickBooks www.QuickBooksTraining.com</p>

URLs should not confuse consumers into believing that the URL leads somewhere other than Participant’s own website(s).Any URL where an Intuit mark is incorporated into the front portions of the URL, or into the root domain itself, would violate these restrictions.

Participants may only mention Intuit marks in sponsored ads that directly advertise Participant’s own services that comply with this agreement. Participants may only use Intuit marks as search keywords to trigger sponsored ads that directly advertise Participant’s services as they relate to Intuit products through the QuickBooks Training & Certification Program, so long as it is accompanied by a value add, e.g. QuickBooks Support. Participants may not use stand alone Intuit marks to trigger sponsored ads. .

When purchasing search engine ads, Participants must ensure that they carefully designate the appropriate countries/regions for the ad.

Intuit marks may only be used in the very end segment of any display URL of a search engine ad. For example, Participant may only use an Intuit mark in URLs as follows:
www.ParticipantName.com/appnameforquickbooks.

Search engine ads must point to Participant's own Web site, and must point to a page containing information about Participant's Services.

When using Intuit marks in search engine ads, Participant must avoid any false claims or statements of affiliation, endorsement or sponsorship, where no such relationship exists. For example, Participant must not claim in its ad that the ad will lead people to an "Official Site" for QuickBooks, or claim that Participant is an "Official Partner" or "Preferred Solution" of Intuit.

Participant may bid on phrases like "free QuickBooks" only when promoting free Intuit offerings or trials (like QuickBooks Simple Start Edition), but may not bid on Intuit brands on a stand-alone basis when promoting a free Intuit product.

Participant may use words like "discount", "deal", and "low cost" in sponsored ads that also contain Intuit marks, but should avoid use of words that may negatively affect Intuit's brands, like "cheap", "blowout", "bargain", "fire sale", etc.. Intuit reserves the right to take down sponsored ads containing descriptions or words that it believes, in its sole discretion, could damage the equity and reputation of its brands.

Article I. Last updated 12 July 2018