

**H&R Block® Premium and Business**  
**End User License Agreement**

**THIS AGREEMENT CONTAINS A BINDING MUTUAL ARBITRATION AGREEMENT THAT REQUIRES  
RESOLUTION OF DISPUTES BY INDIVIDUAL ARBITRATION**

**1. Introduction.**

- 1.1 This End User License Agreement (“Agreement”) is a contract between you and HRB Digital LLC (“H&R Block,” “we,” or “us”). This Agreement governs your use of Products and Services (defined in Section 15) provided by H&R Block.
- 1.2 Be sure that you carefully read and fully understand this Agreement.
  - (A) You may use H&R Block’s Products and Services only if you agree to all the terms of the Agreement.
  - (B) You are considered to have agreed to all the terms of the Agreement if you check your acceptance of the terms of the Agreement during installation of the Software, by installing the Software, or if you otherwise access, copy, or use any Products and Services.
  - (C) You do not have the right to access and use the Products and Services if you do not agree to the terms of this Agreement.
- 1.3 **THIS AGREEMENT INCLUDES A BINDING MUTUAL ARBITRATION AGREEMENT IN SECTION 11 THAT REQUIRES RESOLUTION OF DISPUTES BY INDIVIDUAL ARBITRATION UNLESS YOU OPT OUT AS PROVIDED IN SECTION 11.**
- 1.4 **THIS AGREEMENT INCLUDES YOUR CONSENT TO ELECTRONIC COMMUNICATIONS AS PROVIDED IN SECTION 12.**
- 1.5 Definitions of key terms are provided in Section 15 below.

**2. Your Use of The Products and Services.**

- 2.1 **Your licensed and permitted use.** H&R Block grants you a non-exclusive, non-transferrable, non-sublicenseable, and limited license to install, access, and use the Products and Services for your individual personal and/or internal business purposes under the terms, conditions, and limitations set forth in this Agreement and upon payment of all applicable fees. H&R Block reserves any and all rights not expressly granted to you in this Agreement.
- 2.2 **Accurate information.**
  - (A) **Tax returns you file.** You will be the preparer of any tax return filed using the Products and Services. You have the sole responsibility and liability for reviewing and verifying all tax returns and results from the Products and Services for accuracy and completeness, and for verifying that all required forms have been filed with the IRS or applicable Revenue Authority, including forms that are supported by the Products and Services. You represent and warrant that any information you provide when installing, accessing, or using the Products and Services is true and accurate to the best of your knowledge. You

agree not to submit false information such as name, email, address, and or telephone number when using the Products and Services.

- (B) **Business Users.** You represent and warrant through your use of the Products and Services that you have the authority of your company to participate and use the Products and Services, and to enter into this Agreement (including the Arbitration Agreement in Section 11 below), on its behalf. Thus, you and your company are responsible for all activity occurring under your copy of the Products and Services.
- (C) **Information you provide.** You represent that all information you provide is accurate, consistent, and complete and that you have the right to provide the information to us. You understand that we are relying upon information provided by you (including information on source documents), and we do not independently verify information that you provide. It is your responsibility to substantiate the basis for any claimed credits, deductions, or expenses. You grant H&R Block a perpetual and royalty-free license to use, store, and process any information that you provide, including Tax Information and other personal information in accordance with Section 4, including but not limited to, (1) as necessary for H&R Block to provide the Products and Services, and (2) in a de-identified and aggregated format for any purpose. If you provide, or we reasonably believe you have provided, information that is false, incorrect, incomplete, pornographic, or improper, we have the right to delete the information, suspend any of your accounts, and refuse all current or future use of the Products and Services.

2.3 **Maintaining security.** You are responsible for all use of the Products and Services associated with your copy of the Products and Services.

- (A) **Products and Services protection.** You are responsible for setting up and keeping confidential your copy of the Products and Services and other sensitive information. You must take security precautions with at least reasonable and prudent care.
- (B) **Unauthorized use.** You will notify us immediately of any unauthorized use of your copy of the Products and Services or any other security breach of which you are aware.
  - (1) **Notification.** We will have no liability to you for any unauthorized access or transaction made using your copy of the Products and Services that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.
  - (2) **Suspension.** If we suspect any unauthorized or fraudulent use, we may suspend or cancel your copy of the Products and Services even without receiving notice from you or report such use to the authorities.
- (C) **Your equipment.** You are solely responsible for all device and network security for devices used to install, access, and use the Products and Services, including but not limited to any active firewall, anti-virus software, and anti-spyware software necessary to

secure and protect any proprietary or confidential information that you provide, store, submit, send, or disclose directly or indirectly with your use of the Products and Services.

#### 2.4 **Conditions of Use.**

- (A) **Minimum Age.** You must be 18 years of age or older to use the Products and Services. You represent you are 18 years of age or older.
- (B) **Payment of Applicable Fee.** Your use of the Products and Services may require you to pay a fee to H&R Block, and your use of certain Products and Services may be conditioned upon paying the applicable fee for such Products and Services.
- (C) **Prohibited use.** You must not, directly or indirectly use the Products and Services in a way that is a Prohibited Use (as defined in Section 15).
- (D) **Additional limitations.** Specific limitations to each of the Products and Services are explained further in Section 6.

2.5 **Your export restrictions.** You will not export the Products and Services or other materials provided by us without obtaining H&R Block's prior written consent.

2.6 **Compliance with applicable laws.** You are solely responsible for compliance with all applicable laws, regulations, statutes, ordinances, and governmental authority rules regarding your use of the Products and Services, including those related to data privacy, international communications and the transmission of personal data.

2.7 **Unauthorized use of the Products and Services.** You are responsible for all use of the Products and Services and compliance with this Agreement. You have all responsibility and liability for any breach of this Agreement by you or any user under your account.

#### 2.8 **User Content.**

- (A) **User Content.** Some Products and Services may provide you the opportunity to contribute User Content in User Areas. You will not provide any User Content that is a Prohibited Use or that violates any intellectual property right of any third party.
- (B) **License to User Content.** You grant H&R Block a perpetual and royalty-free license to reproduce, use, store, and process your User Content throughout the world for any purpose. You acknowledge that H&R Block may preserve and disclose User Content if required to do so by law or we believe in good faith that such preservation or disclosure is reasonably necessary to comply with legal process, enforce this Agreement, respond to a claim that User Content violates any third party's rights, or protect the right, property or personal safety of H&R Block, any users of the Products and Services, and the public.
- (C) **No Monitoring of User Content.** H&R Block does not assume any obligation to review, screen, or approve the User Content. However, H&R Block may, in its sole discretion, remove any User Content from a User Area at any time and for any or no reason.

3. **Intellectual property rights.** The Products and Services, modifications, copyrights, patents, trade secrets, trademarks, and other intellectual property rights pertaining to any aspect of the Products and Services are our exclusive property. You acquire no ownership interest, derivative work, or component of the Products and Services through your installation or use of the Products and Services. You are not granted right, title, or interest to any trademark, service mark, logo, or trade name of H&R Block under this Agreement.
4. **Your Privacy.**
  - 4.1 **Our Privacy Notice.** Your use of the Products and Services is subject to our Privacy Notice, available at: [http://www.hrblock.com/universal/software\\_privacy\\_policy.html](http://www.hrblock.com/universal/software_privacy_policy.html).
  - 4.2 **Changes to our Privacy Notice.** Consistent with applicable law, we reserve the right to change the Privacy Notice at any time. If we make a material change to the Privacy Notice, we will:
    - (A) post a notice on our web site describing the change, or
    - (B) send you paper or electronic notification of the change.
  - 4.3 **Your Tax Information.** Through your use of the Products and Services, you may be required or requested to supply certain Tax Information or other personal financial information.
    - (A) **E-file.** If you e-file your tax return, we will collect and send your Tax Information through our affiliated electronic transmitter to the Revenue Authority that you designate. In compliance with applicable law, we will keep an electronic copy of your Tax Information, including e-filing details and status.
    - (B) **Errors.** We may alert and provide information to Revenue Authorities to correct or identify errors in the Software.
5. **Your Access to Products and Services.**
  - 5.1 **Cancelation or modification of Products and Services.** We reserve the right to: change the Products and Services at any time, without notice, and for any reason; or cancel or terminate your use of the Products and Services if you violate this Agreement. We will not be liable to you or any third party for any modification or discontinuance of Products and Services.
  - 5.2 **Technical difficulties.** We cannot always anticipate technical or other difficulties. These difficulties may result in loss of your data, personal settings, or other interruptions to the Products and Services. We have no responsibility for the timeliness, deletion, mis-delivery, or failure to store any data, communications, or personal settings with the Products and Services.
6. **The Products and Services.**
  - 6.1 **2022 Software.**
    - (A) **Software limitations.**
      - (1) The Software may be used only for the following:
        - (a) prepare and file your U.S. federal business tax return;

- (b) prepare and e-file up to five U.S. federal personal tax returns for you and your immediate family members;
  - (c) prepare and provide information for your business and personal state tax returns;
  - (d) e-file your personal state tax returns; and
  - (e) prepare and provide information for your business state tax returns.
- (2) The Software does not support all tax forms. If your tax situation requires a form that is not supported by the Software, you should not use the Software to complete and file your return.
- (B) **Software copies.** You may only install and use the Software on one computer. You may copy the Software for backup and archival purposes only, as long as the original and each copy are kept in your possession and control.
- (C) **Upgrades.** You must first acquire a valid license to the Software to receive and use any Software upgrades. After you acquire and install any Software upgrade, you may only use the upgraded version of the Software and you will no longer use the prior version of the Software other than for backup or archival purposes if you need to reinstall the Software. You understand and agree that H&R Block's representations, warranties, guarantees and obligations under this Agreement do not apply unless you use the most currently available version of the Software at the time you prepare and file your tax returns.

## 6.2 Electronic Filing (e-file).

- (A) **Your responsibility.** You are solely responsible for verifying that your tax returns have been filed and received by the applicable Revenue Authorities. You are responsible for taking appropriate alternative actions if necessary to ensure the Revenue Authority receives your tax return, and for retaining a copy of your tax returns for your records.
- (B) **State requirements.** The ability to e-file your state tax return depends on the policy of each individual state. As such, e-filing may not be available in some states, and may only be available for personal returns. Some states may require you to e-file your personal federal and state tax returns at the same time.
- (C) **Our limited responsibility to e-file.** If an H&R Block tax professional does not file your tax return and you select, qualify for, and pay applicable fees, our only responsibility with respect to e-filing your tax return is limited to using commercially reasonable efforts to send your tax return electronically to the Revenue Authority.

## 6.3 Automatic Importing of Tax Information.

We may enter agreements with certain financial institutions that will allow you to electronically import Tax Information directly into the Software.

- (A) **Access to Tax Information.** If you elect to use Automatic Importing of Tax Information, you will be using the financial institution's data systems to transfer your Tax Information into the Software. As a result, by requesting such automatic transfer of your Tax

Information, you consent to H&R Block accessing, transmitting, and storing your Tax Information.

- (B) **Accuracy and availability of information.** We do not represent or guarantee that Automatic Importing of Tax Information will be available or accurate.

#### 6.4 **Healthcare Subsidy Reconciliation and Penalty Calculation.**

- (A) **Healthcare specific software.** The Software will calculate any healthcare subsidy reconciliation and any penalty you are required to pay because of a lack of healthcare coverage. Additionally, the Software will (if applicable):
  - (1) e-file or include in the printout IRS Form 8962;
  - (2) automatically include the calculated reconciliation or penalty amount into your refund or amount you owe; and
  - (3) e-file or include in the printout IRS Form 8965 if you already have a penalty exemption number.
- (B) **Filing of your penalty.** You are required to file any applicable penalty exemption application with the IRS. Although the Software may pre-fill a penalty exemption application, we will not and are not required to file the penalty exemption application for you.
- (C) **Your eligibility for other guarantees.** 100% Accuracy Guarantee and Maximum Refund Guarantee discussed in Sections 7.2 and 7.3 below do not apply to any refund, penalty, or interest amount altered by a penalty exemption that is granted after the original tax return was filed.

### 7. **Limited Guarantees.**

- 7.1 **Free Worry-Free Audit Support®.** If you successfully file (via e-file or print and mail) your personal federal or state income tax returns using the Software, you are eligible to receive Worry-Free Audit Support® (“WFAS Services”) at no additional charge for your 2022 personal tax returns. The WFAS Services will provide you with tax authority notice support and in-person audit support and representation for the life of the return. You must retain a copy of your e-file confirmation or a copy of your personal tax return as proof of your eligibility for the WFAS Services. If a Revenue Authority sends a notice to you regarding a return prepared and filed by you with the Software, call 1-800 HR-BLOCK (1-800-472-5625) within sixty (60) days of receiving notice from the Revenue Authority and an H&R Block representative will assist you with responding to the notice and offer to provide you with an H&R Block agent to represent you if you are audited. Agents do not provide legal representation. You may be required to grant a Power of Attorney to the audit agent to receive audit representation. WFAS Services are provided subject to the complete Worry-Free Audit Support Terms and Conditions, which are available at <https://www.hrblock.com/online-tax-filing/guarantees/worry-free-audit-support/> (“WFAS Terms”). The WFAS Terms include important details about the WFAS Services, including your responsibilities, limitations on claims, and other conditions. Free WFAS Services are not available for business tax returns.

7.2 **100% Accuracy Guarantee.** If you used and paid for the Software, and the Software makes an error on your return, subject to the conditions below, we will reimburse you up to a maximum of ten thousand dollars (\$10,000) for the penalty and interest caused by the error that you would otherwise not have been required to pay. This guarantee is not available if the alleged Software error was caused in part by changes to tax laws after January 1, 2023.

(A) **Qualifications for reimbursement.** To qualify for the reimbursement under this Section 7.2, all the following conditions must be met:

- (1) The penalty and interest is for your 2022 tax year personal or business tax return.
- (2) You used the Software in accordance with all terms and conditions of this Agreement and any operating instructions.
- (3) You filed the return by April 15, 2023, or you filed the return by the filing date that was properly extended.
- (4) You paid the amount of penalties and interest to a Revenue Authority.
- (5) The penalty and interest caused solely and directly because of an arithmetic error made by the Software.
- (6) You notified H&R Block at HRB Digital LLC, Attn: Calculations Guarantee Claims, P.O. Box 10435, Kansas City, Missouri 64171-0435 within thirty (30) days after the penalty or interest was assessed or you received a notice from any Revenue Authority regarding your tax return, whichever is earlier.
- (7) You timely sent us complete documentation of the penalty and interest, including:
  - (a) all correspondence to and from each Revenue Authority;
  - (b) a paper and electronic copy that is readable by the Software of your tax returns filed with each Revenue Authority;
  - (c) proof that you paid the penalty and interest; and
  - (d) any other relevant information we reasonably request.
- (8) You took any action reasonably requested by us including filing an amended tax return if necessary, to limit any further penalties and interest from accruing.
- (9) You paid any applicable fees for license of the Software and the Products and Services at the time of the initial filing or printing of your tax return.
- (10) The penalty or interest is not based on incorrect advice you received from us that you knew was incorrect at the time you filed your return.
- (11) You did not provide any inaccurate, inconsistent, or incomplete information in connection with your account registration or tax return.
- (12) The Software is originally licensed to you and is not assigned or otherwise transferred from another party.

(B) **Ineligibility for reimbursement.** We will not reimburse you for penalty or interest resulting from:

- (1) your choice to take a credit or deduction suggested to you by the Software;
- (2) any form not supported by the Software;
- (3) interest from the filing deadline to the date you filed your return if you filed your return late;
- (4) more than an aggregate of ten thousand dollars (\$10,000) in interest and penalties owed to any Revenue Authorities based on all federal or state tax returns, including business returns, you filed for the 2022 tax year using the Software;
- (5) incorrect entry of data by you or any third party;

- (6) data incorrectly imported into the Software from a financial institution, Automatic Importing of Tax Information, or other software;
- (7) your failure to follow the Software instructions;
- (8) your breach of any of the terms of this Agreement;
- (9) your failure to correct and resolve errors identified by the Software;
- (10) a claim for an improper or unsupported deduction;
- (11) a failure to report income;
- (12) your failure to provide all necessary information to us or your failure to provide accurate, consistent and complete information;
- (13) positions taken by you on your return that may be unsubstantiated or incorrect, or an incorrect interpretation of the law by you;
- (14) retroactive changes to federal or state tax laws; or
- (15) any other reason outside of our control.

- (C) **Exclusive remedy.** This Section 7.2 and 7.5 (if applicable) state our entire obligation and liability and your exclusive remedy for any errors in your return caused by us or the Software. The monetary remedies available under Section 7.2 and 7.5 (if applicable) are not available if you request a refund for any Software in accordance with Section 7.3 or 7.4 below.

**7.3 Maximum Refund Guarantee.** If you used and paid for the Software, and if you find an H&R Block error in the Software that entitles you to a larger refund (or smaller tax liability) for your personal or business tax returns, we will refund the Software fees to prepare that return and you may file an amended return using our Software at no additional charge.

- (A) **Qualification.** To qualify, the refund claim must be made during the calendar year in which the return was prepared, and the larger refund or smaller tax liability must not be from:

- (1) inaccurate, inconsistent, or incomplete information provided by you;
- (2) your choice not to claim a deduction or credit;
- (3) inclusion of a form that is not supported by the Software;
- (4) positions taken by you on your return that may be unsubstantiated or incorrect, or that are contrary to law or any Revenue Authority regulations;
- (5) changes in federal or state tax laws after January 1, 2023, or conflicting tax laws; or
- (6) any other H&R Block-branded tax preparation solution (including Block Advisors).

- (B) **To make a claim.** Within the same calendar year that your tax return was prepared and filed you must mail a copy of your federal and state tax return created by the Software, supporting evidence showing the error in the Software, and any other relevant information requested by us. You must send the claim to ATTN: Refund Claims, HRB Digital LLC, P.O. Box 10435, Kansas City, Missouri 64171-0435.

- (C) **Limited application.** This Section 7.3 does not apply to supplemental products or services you obtained through your use of the Software.

**7.4 100% Satisfaction Money Back Guarantee.** If you are not completely satisfied with the Software for any reason before you file your return, we will refund the purchase price, less any



applicable shipping, handling and sales tax. To make a claim, call 1-800-HR-BLOCK (1-800-472-5625) within sixty (60) days of your purchase. This Section 7.4 does not apply to other Products and Services you may have used or obtained as a result of, or through, your use of the Software. This guarantee is personal to the original user of the Software and may not be assigned or otherwise transferred to any other party. The 100% Satisfaction Money Back Guarantee in this Section 7.4 expires and no longer is available to you after you e-file your federal tax return (or mail your federal tax return to the IRS).

**7.5 Accuracy of DeductionPro® (“DeductionPro”) online deduction service program valuations.** DeductionPro is a tool in the Software to help users track and value their charitable donations and other itemized deductions.

(A) **Values.** The values of all items contained in DeductionPro are compiled based on our research of average fair market values for clothing, appliances, sporting goods, and other items. The value of an item is primarily based on the quality and condition of the item that you determine and input into DeductionPro. If you have any questions about a valuation, you should consult with a qualified appraiser or tax advisor. We recommend that you keep detailed descriptions and photographs of donated items in the event that any of your values are challenged by the IRS or any state revenue authority.

(B) **Limitation of DeductionPro.** DeductionPro does not calculate or accommodate complex tax situations including:

- (1) charitable trust donations;
- (2) partial interest donation;
- (3) carryovers from the previous year's donations; or
- (4) non-cash donations of over \$5,000 in value.

(C) **Remedy for IRS objection or error.** If the IRS objects to the values placed on donations by DeductionPro or any mathematical calculations provided by DeductionPro are inaccurate, your exclusive remedy is for us to reimburse you as set forth in Section 7.2 subject to the requirements in Section 7.2 and the additional requirements and limitations in this Section 7.5. We will not reimburse you for additional taxes owed to the IRS. We will only reimburse you for any penalties or interest paid to the IRS provided the following qualifications are met.

- (1) You obtained access to DeductionPro from us or an authorized source and used it for the 2022 tax year.
- (2) The fee or penalty was caused directly and solely from incorrect valuation or a mathematical error in DeductionPro.
- (3) You accurately identified the donated item from the list of items contained in DeductionPro and accurately assessed the quality and condition of the item.
- (4) You obtain and possess documentation of your donation from the charitable organization and an appraisal for the items as required by law.
- (5) You notified H&R Block at HRB Digital LLC, Attn: Calculations Guarantee Claims, P.O. Box 10435, Kansas City, Missouri 64171-0435 within thirty (30) days after the penalty or interest was assessed or you received a notice from any Revenue Authority regarding your tax return, whichever is earlier.
- (6) You send us complete documentation of the penalty and interest including:
  - (a) all correspondence to and from the IRS;

- (b) a copy of your tax return as filed with the IRS in paper and electronic media;
- (c) proof that you paid the penalty and interest; and
- (d) other information we reasonably request.

(D) **Limitations.** Section 7.5 does not apply to

- (1) any items or groups of items that you claimed a deduction of more than \$5,000 per item or group;
- (2) items not contained in DeductionPro's database;
- (3) donations of automobiles;
- (4) publicly traded securities or appreciated property;
- (5) items that you cannot substantiate the deduction or the condition of the items; or
- (6) any property that you enter your own value or override the value suggested by DeductionPro.

**7.6 Limited Defective Media Warranty.** H&R Block warrants that the media (if any) on which the Software is provided will be free from defects in materials and workmanship under normal use for a period of ninety (90) days after you first acquire your valid copy of the Software. If you downloaded the Software from an authorized website, this warranty is that the file containing the Software will be executable when properly downloaded on a correct operating system. If the Software media or file is defective, you may, as your sole and exclusive remedy, obtain a replacement free of charge if you notify H&R Block by calling 1-800-HR-BLOCK (1-800-472-5625) within ninety (90) days after you first acquire the Software. Any replacement will be delivered in the same format as the original. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. This warranty may be voided by your abuse or misuse of the Software media or file.

**8. Disclaimer of Warranties.**

**8.1 General Disclaimer.** OTHER THAN THOSE EXPRESS WARRANTIES AND GUARANTEES SET FORTH IN THIS AGREEMENT, H&R BLOCK, H&R BLOCK AFFILIATES, AND FRANCHISEES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES.

(A) **Disclaimer of implied warranty.** WITHOUT LIMITING THE PRECEDING SENTENCE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY IMPLIED WARRANTIES SUCH AS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM YOUR LICENSE AND USE OF THE PRODUCTS AND SERVICES. SOME STATES, INCLUDING NEW JERSEY, DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES. IF YOU LIVE IN ONE OF THESE STATES, THE ABOVE LIMITATIONS DO NOT APPLY TO YOU AND IN SUCH CASE, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE MINIMUM PERMISSIBLE UNDER APPLICABLE LAW FROM THE DATE YOU FIRST ACCESSED, USED OR ACQUIRED THE PRODUCTS AND SERVICES.

(B) **Disclaimer of express warranty.** OTHER THAN EXPRESSLY PROVIDED IN THIS AGREEMENT, H&R BLOCK, H&R BLOCK AFFILIATES, AND FRANCHISEES DO NOT WARRANT OR PROMISE THAT THE PRODUCTS AND SERVICES WILL IDENTIFY THE APPROPRIATE DOCUMENTS FOR YOUR NEEDS, THAT THE OPERATION OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, OR THAT THE PRODUCTS AND SERVICES ARE FREE FROM BUGS OR

ERRORS. OTHER THAN EXPRESSLY PROVIDED IN THIS AGREEMENT, H&R BLOCK, H&R BLOCK AFFILIATES, AND FRANCHISEES MAKE NO OTHER PROMISES ABOUT THE PERFORMANCE, ACCURACY, OR RELIABILITY OF THE PRODUCTS AND SERVICES OR THEIR ABILITY TO MEET YOUR REQUIREMENTS. WHILE H&R BLOCK, H&R BLOCK AFFILIATES, AND FRANCHISEES ARE PROVIDING THE PRODUCTS AND SERVICES TO ASSIST YOU IN PREPARING AND FILING YOUR TAX RETURNS AND OTHER FUNCTIONS, THE PRODUCTS AND SERVICES DO NOT REPLACE YOUR OBLIGATION TO EXERCISE YOUR INDEPENDENT JUDGMENT IN USING THE PRODUCTS AND SERVICES. YOU ARE SOLELY RESPONSIBLE FOR CORRECTLY INPUTTING YOUR INFORMATION INTO THE PRODUCTS AND SERVICES AND FOR VERIFYING ALL OUTPUTS RESULTING FROM YOUR USE OF THE PRODUCTS AND SERVICES. OTHER THAN EXPRESSLY PROVIDED IN THIS AGREEMENT, H&R BLOCK, H&R BLOCK AFFILIATES, AND FRANCHISEES DO NOT WARRANT ANY PARTICULAR RESULTS THAT YOU MAY OBTAIN IN USING THE PRODUCTS AND SERVICES.

**8.2 The Products and Services are not legal advice.** YOU ACKNOWLEDGE THAT H&R BLOCK AND ITS RESPECTIVE LICENSORS, H&R BLOCK AFFILIATES, AND FRANCHISEES DO NOT PRACTICE LAW NOR ARE THEY PROVIDING OR RENDERING ANY SUCH LEGAL ADVICE, FINANCIAL ADVICE, OR INVESTMENT RECOMMENDATIONS. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PRODUCTS AND SERVICES ARE NOT SUBSTITUTES FOR THE ADVICE OF AN ATTORNEY OR OTHER COMPETENT FINANCIAL PROFESSIONAL. YOU FURTHER ACKNOWLEDGE AND AGREE THAT LAWS VARY FROM STATE TO STATE AND CHANGE OVER TIME AND THAT THE FINAL DOCUMENTS, FORMS AND LETTERS SHOULD BE REVIEWED BY AN ATTORNEY OR OTHER COMPETENT FINANCIAL PROFESSIONAL BEFORE USE AND BEFORE YOU FILE YOUR TAX RETURN.

**9. Limitations on Liability and Damages.**

**9.1 Exclusive remedy.** EXCEPT AS EXPRESSLY PERMITTED BY SECTION 7, YOUR EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF H&R BLOCK AND ITS LICENSORS, H&R BLOCK AFFILIATES AND FRANCHISEES WITH RESPECT TO YOUR USE OF THE PRODUCTS AND SERVICES WILL BE LIMITED TO THE AMOUNT PAID BY YOU TO H&R BLOCK FOR THE PRODUCTS AND SERVICES. IN NO EVENT WILL H&R BLOCK, H&R BLOCK AFFILIATES, LICENSORS OR FRANCHISEES BE LIABLE TO YOU, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, FOR ANY TAX LIABILITIES OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST DATA, LOST PROFITS OR BUSINESS, LOSS OF USE, OR FOR ANY CLAIM OR DEMAND AGAINST YOU BY ANY OTHER PARTY, EVEN IF H&R BLOCK OR H&R BLOCK AFFILIATES, LICENSORS OR FRANCHISEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9.2 No additional liability.** You agree that H&R Block, H&R Block Affiliates, licensors and franchisees will not at any time have any additional liability for any claim, cause of action or injury that you or any other person may have as a result of: (1) your use of, or inability to use, the Products and Services; (2) your use of any documents generated by the Products and Services; (3) your retention of, or your failure to consult or retain, an attorney or other competent professional with respect to any contract, document or legal matter; (4) connection or toll charges for using the Products and Services or obtaining updates for the Products and Services; or (5) any fees, costs or expenses arising out of troubleshooting or technical support for the Products and Services.

9.3 **States excluded.** SOME STATES, INCLUDING NEW JERSEY, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF YOU LIVE IN ONE OF THESE STATES, THE ABOVE LIMITATION OR EXCLUSION DOES NOT APPLY TO YOU.

9.4 **Essential purpose of this agreement.** You agree that the essential purposes of this Agreement may be fulfilled even with these limitations on liabilities. You acknowledge that H&R Block would not be able to offer the Products and Services on an economical basis without these limitations.

10. **Indemnification.** You agree to defend and hold harmless H&R Block, H&R Block Affiliates and their respective current and former successors, assigns, officers, directors, representatives, employees, and agents from and against any and all claims, suits, settlements, losses, liabilities, penalties, damages (including incidental and consequential damages), costs, and expenses (including reasonable attorneys' fees and expenses) resulting from or arising out of your breach of this Agreement.

11. **ARBITRATION IF A DISPUTE ARISES ("Arbitration Agreement").**

11.1 **Scope of Arbitration Agreement.** You and the H&R Block Parties agree that all disputes and claims between you and the H&R Block Parties shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. However, to the fullest extent permitted by applicable law, either you or the H&R Block Parties may elect that an individual claim be decided in small claims court, as long as it is brought and maintained as an individualized claim and is not removed or appealed to a court of general jurisdiction. All issues are for the arbitrator to decide, except that issues relating to the arbitrability of disputes and the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of and compliance with paragraphs 11.2, 11.4, and 11.6 below, shall be decided by a court and not an arbitrator. The terms "**H&R Block Parties**" or "we" or "us" in this Arbitration Agreement include HRB Digital LLC, HRB Tax Group, Inc., and Emerald Financial Services, LLC, along with their predecessors, successors, and assigns, and each of the past, present, and future direct or indirect parents, subsidiaries, affiliates, officers, directors, agents, employees, and franchisees of any of them.

**Arbitration Opt Out: You may opt out of this Arbitration Agreement within 30 days after you accept this Agreement by filling out the form at [www.hrblock.com/goto/optout](http://www.hrblock.com/goto/optout), or by sending a signed letter to Arbitration Opt Out, P.O. Box 32818, Kansas City, MO 64171. The letter should include your printed name, address, the first five digits of your Social Security Number, and the words "Reject Arbitration." If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.**

11.2 **Commencing arbitration.** You or we may commence an arbitration proceeding only if you and we do not reach an agreement to resolve the dispute or claim during the Informal Resolution Period (defined below).

(A) **Pre-arbitration notice of dispute.** A party who intends to seek arbitration must first mail a written Notice of Dispute ("Notice") to the other party. The Notice to the H&R Block Parties should be addressed to: H&R Block-Legal Department, Attention: Notice of Dispute, One H&R Block Way, Kansas City, MO 64105. The Notice to you will be sent to

the last known address on file with the H&R Block Parties. The Notice must be on an individual basis and include all of the following: (1) the claimant's name, address, telephone number, and e-mail address; (2) the nature or basis of the dispute or claim; (3) the specific relief sought; and (4) the claimant's signature.

- (B) **Informal Settlement Conference.** After the Notice containing all of the information required above is received, within 60 days either party may request an individualized discussion (by telephone or videoconference) regarding informal resolution of the dispute ("Informal Settlement Conference"). If timely requested, the parties will work together in good faith to select a mutually agreeable time for the Informal Settlement Conference. You and our business representative must both personally participate in a good-faith effort to settle the dispute without the need to proceed with arbitration. The requirement of personal participation in an Informal Settlement Conference may be waived only if both you and we agree in writing. Any counsel representing you or us may also participate; however, if you have retained counsel, a signed statement is required by law to authorize the H&R Block Parties to disclose your confidential tax and account records to your counsel. Any applicable statute of limitations will be tolled for the claims and relief set forth in the Notice during the period between the date that either you or we send the other a fully complete Notice, until the later of (1) 60 days after receipt of the Notice; or (2) if a Settlement Conference is timely requested, 30 days after completion of the Settlement Conference (the "Informal Resolution Period"). The parties agree that the existence or substance of any settlement discussions are confidential and shall not be disclosed, except as provided by applicable law.
- (C) **Enforcement of pre-arbitration requirements.** The Notice and Informal Settlement Conference requirements are essential so that you and we have a meaningful chance to resolve disputes informally before proceeding to arbitration. A court will have authority to enforce this paragraph 11.2, including the power to enjoin the filing or prosecution of an arbitration or the assessment of or demand for payment of fees in connection with an arbitration, if you or we do not first provide a fully complete Notice and participate in a timely requested Informal Settlement Conference. In addition, unless prohibited by applicable law, the arbitration administrator shall not accept, assess or demand fees for, or administer an arbitration commenced during the Informal Resolution Period.

**11.3 How arbitration works.** Arbitration shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on AAA's website [www.adr.org](http://www.adr.org). If AAA is unavailable or unwilling to administer the arbitration consistent with this Arbitration Agreement, the parties shall agree to, or the court shall select, another arbitration provider. Unless the parties agree otherwise, any arbitration hearing shall take place in the county of your residence. If you accept this Agreement outside the United States, the arbitration hearing shall take place in the county in which you last resided in the United States. The arbitrator will be either a retired judge or an attorney specifically licensed to practice law in the state of your residence and selected by the parties from the arbitration provider's national roster of arbitrators. The arbitrator will be selected using the following procedure: (1) the arbitration provider will send the parties a list of five candidates meeting this criteria; (2) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the arbitration provider within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (3) the arbitration provider shall appoint as arbitrator the candidate with the highest aggregate ranking; and (4) if for any reason the appointment

cannot be made according to this procedure, the arbitration provider will provide the parties a new list of five candidates meeting the above criteria until an appointment can be made.

**11.4 Waiver of right to bring class action and representative claims.** All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys' fees; and declaratory, injunctive, and equitable relief. However, the arbitrator's rulings or any relief granted must be individualized to you and shall not apply to or affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. **You and the H&R Block Parties also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and the H&R Block Parties hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.** If, after exhaustion of all appeals, a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or any particular request for a remedy for a claim (such as a request for public injunctive relief), then the parties agree that the particular claim or the particular request for a remedy (and only that particular claim or particular request for a remedy) must remain in court and be severed from any arbitration. No arbitration shall proceed in any manner as a class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, unless all parties consent in writing.

**11.5 Arbitration costs.** Payment of all filing, administrative, case-management, arbitrator, and hearing fees will be governed by AAA's Rules, but if you inform us that you cannot afford to pay your share of the fees, we will consider advancing those fees on your behalf and will do so if required by applicable law. In addition, we will reimburse you for your share of the fees at the conclusion of the arbitration (regardless of who wins) , so long as (i) you complied with paragraphs 11.2 and 11.4 above and paragraph 11.6 below, and (ii) neither the substance of your claim nor the relief you sought was determined to be frivolous or brought for an improper purpose as measured by the standards set forth in Federal Rule of Civil Procedure 11(b); otherwise the payment of fees will be governed by AAA Rules and you agree to reimburse the H&R Block Parties for all fees advanced on your behalf.

**11.6 Arbitration of similar claims.** If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (regardless of whether the cases are submitted simultaneously), all of the cases must be resolved in arbitration in stages using staged bellwether proceedings if they are not resolved during the Informal Resolution Period. You agree to this process even though it may delay the arbitration of your claim. In the first stage, each side shall select 10 cases (20 cases total) to be filed in arbitration and resolved individually by different arbitrators, with each case assigned to an arbitrator from the claimant's home state. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, assess or demand fees for, or administer arbitrations that are commenced in violation of this section. The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible, consistent with principles of fundamental fairness. If the remaining cases are unable to be resolved after the conclusion of the first stage bellwether proceeding, each side shall select up to another 10 cases (20 cases

total) to be filed in arbitration and resolved individually in accordance with this Arbitration Agreement. During this second stage, no other cases may be filed in arbitration. If any claims remain after the second stage, the process will be repeated until all claims are resolved through settlement or arbitration, with two alterations. First, a total of 50 cases may be filed each round (unless a higher number of cases is mutually agreed upon in writing). Second, arbitrators who were assigned cases in previous rounds may be appointed to new cases. If this paragraph 11.6 applies to a Notice, the statute of limitations applicable to the claims and relief set forth in that Notice shall be tolled from the beginning date of the Informal Resolution Period until that Notice is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have authority to enforce this paragraph 11.6, including to enjoin the filing, assessing or demanding fees for, administration of, or prosecution of arbitrations.

**11.7 Other terms.** This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. Except as set forth above in paragraph 11.4, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. Notwithstanding any provision in this Agreement to the contrary, we will not make any material change to this Arbitration Agreement without providing you with an opportunity to reject that change by following the directions in the notice of changes. Rejection of any future change will not impact this or any other arbitration agreement between you and the H&R Block Parties. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration, unless and except as required by applicable law.

**12. Consent to electronic communication.** This consent to electronic communications provides important information required by the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and your consent to electronic delivery of any Communications relating to your use of the Products and Services or your relationship with us.

**12.1 Scope of consent.** You agree that any Communication we provide you may be in electronic form, and that all Communications in electronic format from us to you will be considered “in writing.” Your consent to receive Communications electronically applies to all Communications relating to your use of the Products and Services or your relationship with us. You also agree that H&R Block does not need to provide you with an additional paper (non-electronic) copy of the Communications unless specifically requested as described below. You should print or download for your records a copy of this Agreement and any other Communication that is important to you. This consent does not require us to deliver Communications electronically, and we may provide paper copies of Communications at our discretion.

**12.2 Method of delivery.** We may provide electronic Communications to you in at least one of the following methods:

- (A) via e-mail at the e-mail address you provided to us;
- (B) by access to a designated area of one of our websites (*e.g.*, MyBlock or within the mobile app); or

- (C) during your use of our systems including, without limitation, via a screen or page within the Products and Services, one of our websites or your MyBlock account, or via a link from within the Products and Services to a web page containing the Communications.

**12.3 Hardware and software requirements.** To access Communications, you must have the following:

- (A) a Current Version (defined below) of Internet Explorer, Chrome, Safari, or Firefox;
- (B) an internet connection;
- (C) an email account and related software for accessing the email account;
- (D) a Current Version of a program that accurately reads and displays PDF files; and
- (E) a device with an operating system capable of supporting all the above. You will need a printer if you wish to print and retain paper records or electronic storage if you wish to retain records in electronic form.
- (F) "Current Version" means a version of the software that is currently being supported by its publisher.

**12.4 Obtaining paper copies.** You have the right to receive a paper copy of Communications. You may request paper copies of Communications by calling 1-800-HRBLOCK. We must receive your request within a reasonable time after we first provided the Communication to you.

**12.5 Withdrawing consent and updating information.**

- (A) **Withdraw consent or update information.** If you want to withdraw your consent to receive Communications electronically or your e-mail address changes, you must notify H&R Block in writing at the following address: HRB Digital LLC, Attn: Client Services 6<sup>th</sup> Floor, P.O. Box 10435, Kansas City, Missouri 64171-0435. Please provide your physical address, e-mail address, and phone number to request the change. If you fail to notify H&R Block of a change in e-mail address, any communications sent via e-mail will be deemed to have been provided or made available to you in electronic form.
- (B) **Result of withdrawing consent.** If you choose to withdraw your consent to receive Communications electronically, then you may be unable to access certain features or functionality of the Products and Services. In some cases, your decision to withdraw your consent to receive Communications electronically may impede the functionality and features of the Products and Services to an extent that H&R Block terminates your license to use the Products and Services. You acknowledge that some notices may be "one-time" notices for which your consent may not practically be withdrawn after receiving the initial electronic notice.

**13. Termination of this Agreement.** Without prejudice to any other rights, H&R Block may immediately terminate this Agreement if you fail to comply with these terms and conditions. Upon termination of this Agreement, you must immediately stop use and access to the Products and Services. All provisions of this Agreement that are intended to survive or that must survive in order to give effect to its meaning (including, but not limited to, the provisions of Sections 3, 8, 9, 10, 11, and 14) will survive the termination or expiration of this Agreement.



14. **Other.**

14.1 **Governing law.** Except as otherwise provided in the Arbitration Agreement, this Agreement is governed by, interpreted, construed, and enforced in accordance with the law of the state where you accepted this Agreement except to the extent inconsistent with or preempted by federal law.

14.2 **Entire agreement.** Except as otherwise provided in the Arbitration Agreement, this Agreement is the entire and exclusive agreement between the parties with respect to the subject matter hereof and it supersedes all previous communications, representations, or agreements, either oral or written, between them. A representation or statement of any kind made by any representative of H&R Block and not included in this Agreement, is not binding on H&R Block.

14.3 **Amendments.** We have the sole discretion to change the terms of this Agreement or make changes related to any aspect of the Products and Services, except as otherwise provided in this Agreement. If this occurs, we will provide notice to you via any means we consider reasonable including, without limitation, e-mail, posting on our website, or updates to the Products and Services. After we provide notice, continued use of the Products and Services constitutes your acceptance of the changes and the Agreement (as amended).

14.4 **Waiver.** No waiver of any provision or condition herein is valid unless in writing and signed by you and an authorized representative of us. Our failure to insist on or enforce strict performance of any provision of this Agreement or any right is not to be construed as a waiver of any provision or right.

14.5 **Severability.** Except as otherwise provided in the Arbitration Agreement, any provision of this Agreement determined to be illegal or unenforceable is automatically reformed and construed to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent, and the invalidity of any part of this Agreement will not render invalid the remainder of this Agreement.

14.6 **Notices.** Except as otherwise provided in this Agreement, any notices under this Agreement to us must be personally delivered or sent by certified or registered mail, return receipt requested, or by U.S. Postal Service express mail, to HRB Digital LLC, Attn: Tax Program Notices, One H&R Block Way, Kansas City, Missouri 64105 or to such other address as H&R Block specifies in writing. Notices will be effective upon receipt that may be shown by confirmation of delivery.

14.7 **H&R Block and H&R Block Affiliates.** All references in this Agreement to H&R Block and H&R Block Affiliates, where the context permits, includes H&R Block's and H&R Block Affiliates' respective directors, officers, employees, contractors and agents.

14.8 **Agreement headings.** The headings contained herein are for the convenience of the parties only and are not to be used to interpret or construe any of the terms of this Agreement.

14.9 **Third Party beneficiaries and assignment.** H&R Block's respective licensors, suppliers, franchisees, and H&R Block Affiliates are considered to be third party beneficiaries of this Agreement solely to the extent necessary for them to enforce any protections afforded them

by this Agreement, except as otherwise provided in this Agreement. All rights and benefits of this Agreement from H&R Block are intended solely for the original purchaser of the Products and Services. You must not assign, delegate or otherwise transfer this Agreement or any of your rights under this Agreement. H&R Block may assign this Agreement in its sole discretion and will use reasonable efforts to notify you of an assignment. The remedies and all other rights and benefits provided under this Agreement are personal to the original purchaser of the Products and Services from H&R Block or from its authorized reseller and such rights and benefits must not be assigned or otherwise transferred to any other party. This Agreement inures to the benefit of H&R Block and its respective permitted successors and assigns.

14.10 **Taxation.** The taxability of the Products and Services will be determined and governed by the purchase agreement or invoice for the specific Products and Services used or paid for.

## 15. Definitions.

15.1 **“Communications”** means all notices, disclosures (including those required by law), agreements, fee schedules, tax returns, records, documents, or other information we provide to you or that you sign or agree to relating to your use of Products and Services or your relationship with us.

15.2 **“H&R Block Affiliates”** includes any entities that directly or indirectly control, are controlled by, or are under common control with HRB Digital LLC.

15.3 **“Products and Services”** means the Software, the Products and Services listed and described in Section 6, and any other product or service that you select, pay for, or use offered by H&R Block or its affiliates.

15.4 **“Prohibited Use”** includes any of the following activities when using the Products and Services:

- (1) re-distribute, sell, rent, loan, or otherwise transfer the Products and Services or any rights or benefits in the Products and Services to any other person or entity;
- (2) share your username or password with any third party;
- (3) use the Products and Services in any unintended manner;
- (4) use the Products and Services for the benefit of any third parties;
- (5) make the Products and Services available on a file-sharing service, application service provider, outsourcing basis, or service bureau basis;
- (6) use the Products and Services to provide services for third parties, including but not limited to tax-related advice or consulting services, and preparation of any documents using the Products and Services for a third party;
- (7) duplicate the Products and Services by any means;
- (8) remove any proprietary notice, labels, or marks on the Products and Services, documentation, advice related to the Products and Services, or any work product generated from your use of the Products and Services;
- (9) derive or attempt to derive the source code of the Products and Services;
- (10) disable or circumvent any access control or related device, process, or procedure established with respect to the Products and Services;
- (11) disassemble, modify, or reverse engineer the Products and Services;
- (12) seek to derive the source code from any executable object code provided to you;

- (13) modify, translate, or otherwise create derivative works based on any part of the Products and Services;
- (14) use the Products and Services in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Products and Services;
- (15) upload, post, transmit, share, store, or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable;
- (16) upload, post, transmit, share, or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (17) upload, post, transmit, share, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; and
- (18) upload, post, transmit, share, store, or otherwise make available content that would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law.

15.5 **“Revenue Authority”** means the IRS and any applicable state revenue authorities.

15.6 **“Software”** means the 2022 H&R Block Premium and Business tax software and accompanying documentation and related functions provided by H&R Block.

15.7 **“Tax Information”** means all your personal information, documents, and any other information used to prepare your tax return.

15.8 **“User Content”** means any ideas, comments, questions, feedback, reviews, survey responses, or other content you provide in User Areas.

15.9 **“User Areas”** means blogs, message boards, chat rooms, e-mail, surveys, questionnaires, reviews, and other features of the Products and Services that may be offered from time to time and are operated by H&R Block or a third party on our behalf.