

## **QuickBooks ProAdvisor Membership - Terms and Conditions**

**AGREEMENT ACCEPTANCE - IMPORTANT - PLEASE READ:** This 2008 QuickBooks ProAdvisor Program Agreement ("Agreement") is made between you and Intuit Canada Limited ("Intuit") and is effective as of the Effective Date, as defined in the Term section below, and provides the terms and conditions of membership in the QuickBooks ProAdvisor Program ("Program"). This Agreement supersedes all previous Program terms and conditions, benefit provisions and other Program agreements and shall apply to all Program members regardless of when Program membership began. Your participation in the Program means that you agree to the terms and conditions of membership as provided in this Agreement.

### **ELIGIBILITY REQUIREMENTS**

Program membership is available to financial services professionals in public practice who provide accounting, tax preparation, bookkeeping or information technology services to multiple clients on a fee paying basis. As part of the Program application process, you agree to provide Intuit with a copy (fax or email) of your stationery letterhead or a business card as verification of your professional status.

You represent to Intuit that you have all requisite corporate power and authority to enter into this Agreement and that this Agreement will constitute your legal, valid and binding obligations. You hereby agree to indemnify and hold Intuit harmless from any and all claims, damages and expenses (including, without limitation, attorneys' fees) arising from any breach of this Agreement. You represent to Intuit that you are 18 years of age or older, and are a Canadian citizen or permanent resident and are not a citizen or permanent resident of Cuba, Iran, Iraq, North Korea, Libya, Sudan or Syria. You understand that participation in the Program is limited solely to persons and entities located in Canada and the United States and supplying information and products to customers located in Canada.

### **APPLICATION INFORMATION**

You hereby certify that the information that you supply to Intuit during the Program membership enrollment process is true and correct. This information is for the express use of Intuit and does not constitute certification or endorsement by Intuit of you or the services you provide. You understand that the Program membership fee is for a one-year membership period that commences on: (a) the date Intuit sends you an email confirmation of your order for Program membership in the case of new membership; and (b) in the case of renewing membership, as provided below. You further understand that Intuit reserves the right to discontinue Program membership at Intuit's sole discretion. No refund or partial refund of any kind for the Program's annual membership fee will be made in the event your membership is discontinued for failing to meet the then-current membership criteria.

### **MEMBERSHIP BENEFITS – QUICKBOOKS ENTERPRISE SOLUTIONS ACCOUNTANT EDITION**

Program membership includes a license to use one (1) copy of the QuickBooks Enterprise Solutions Accountant Edition software (1 or 5 user depending upon Membership level), subject to the license terms provided with the product, solely to support services provided to your clients who use QuickBooks Enterprise. Your use of the product will not include networking functionality that is incorporated into the commercially available version of the product, which you may obtain subject to payment of Intuit's published license fee.

Program membership includes a limited, nonexclusive, royalty-free, nontransferable, worldwide license, without the right to sublicense, for you to use, reproduce, publicly perform, distribute and display Intuit Marks solely in the form delivered by Intuit, in connection with your provision of services in connection with the Program. "Intuit Marks" shall mean the trademarks, trade names, logos, service marks, domain names and URLs found at [www.quickbooks.ca](http://www.quickbooks.ca), including any posted trademark restrictions, which Intuit may revise from time to time at its sole discretion.

### **TERM**

Your membership in the Program ("Membership") shall be effective on the date Intuit accepts your application for membership ("Effective Date") and shall continue, subject to payment of Program membership fees, unless cancelled or terminated as provided herein. If Intuit fails to send a renewal

notice, you are ultimately responsible for the timely renewal of the Membership. In no event shall either party be obligated to renew or extend this Membership.

## PAYMENT

There are three options available to you for payment of Program membership fees:

1. **Annual Subscription** – Full payment is required at sign-up for the first twelve (12) months of your membership. Subsequent billing will occur automatically on the annual anniversary of the Effective Date.
2. **Monthly Subscription** – First monthly billing will occur upon the Effective Date. Subsequent payments will occur on the same day of every month (e.g. If your membership application is accepted on the 7th of the month, you will be billed on the 7th of every subsequent month).
3. **Annual Expiry Option** - Full payment is required upon the Effective Date for a term of first twelve (12) months. Membership and all membership benefits expire on the annual anniversary of the Effective Date. You will receive a renewal notice thirty (30) days prior to your membership expiry date. You may renew online or through contacting customer service.

**Note:**

- You can choose to switch between payment options at any time.
- Payment can be made by either credit card or direct debit.
- You are required to notify Intuit Canada of any changes to your credit card or debit account

## CANCELLATION POLICIES

### 60 – Day Money Back Guarantee

Every QuickBooks ProAdvisor membership is supported by a full money back guarantee within 60 days of your initial sign-up (less applicable shipping, handling and support/fees). You must delete the QuickBooks software from your computer and return all discs and documentation with the original receipt within sixty (60) days to:

Intuit Canada Limited  
PO Box 4182  
Edmonton, Alberta  
Canada, T6E 4T2

**Please note:**

- You are responsible for any shipping costs.
- Intuit is not responsible for materials lost in transit, so use of a shipping service with package tracking codes is recommended.

### Cancellation after 60 days

You may choose to cancel your QuickBooks ProAdvisor Membership after sixty (60) days by notifying Intuit Canada at the above address or by calling the ProAdvisor customer service number 1.800.823.0083. No refund or partial refund of the Program's annual fee will be made after sixty (60) days. In addition, customers on a monthly subscription plan will be charged the fees set forth in the following table. You are entitled to keep any product updates or new versions that you may have received during your Subscription.

	Obligation to Intuit upon cancellation	End Result
Monthly Subscription	Cancellation after 60 days but before 365 days: Subscriber will be charged any unpaid balance of the full first year commitment for each product license Month 13+: no obligation	You will be able to continue to use your QuickBooks product, but will no longer automatically receive QuickBooks upgrades.

## EFFECT OF CANCELLATION

<b>ProAdvisor Benefit</b>	<b>End Result</b>
QuickBooks Payroll Service	Your Payroll service will be deactivated immediately upon cancellation. You will no longer receive tax table updates.
Priority QuickBooks Technical Support	You will no longer have access to Priority QuickBooks Technical Support. Per incident fees will apply.
Priority Customer Service	You will no longer have access to Priority Customer Service Support.
Find-an-Expert Listing	Your information will be removed from the Find-an-Expert listing.
Use of ProAdvisor or Certified ProAdvisor Logos	You must cease using logos

Upon expiration or termination of your Membership: (A) all privileges and benefits of Membership from the date of termination will be immediately revoked; (B) you shall immediately cease use of the name "QuickBooks Professional Advisor", "ProAdvisor" and any other names associated with Intuit and the Program, including all Intuit Marks, and otherwise discontinue representing that you are a participant in the Program; (C) you shall promptly return to Intuit all Intuit confidential information or certify to Intuit in writing that you have destroyed such information; (D) Intuit will make no refund or partial refund of the Program's annual fee in the event the Membership is terminated unless (1) you terminate Membership within sixty (60) days after Effective Date, in which case Intuit will refund the entire Membership fee for the then-current one (1) year Membership period, or (2) Intuit terminates your Membership without cause, in which case Intuit will refund a prorated portion of the annual Membership fee based on the period that Membership was in force.

#### **TERMINATION BY INTUIT**

Intuit may terminate your Membership at any time, with or without cause, by written notice to you not less than thirty (30) days before the effective date of such notice. To the extent permitted by applicable law, Intuit may terminate your Membership effective immediately and without notice in the event that: (A) you fail to perform any of your obligations under these Terms and Conditions or any written materials provided by Intuit relating to the Program, and such failure or default remains unremedied fifteen (15) days after written notice thereof; (B) Intuit, in its sole discretion, determines that you do not meet the criteria for Membership as determined by Intuit from time to time in its sole discretion; (C) you commit a crime or engage in an unlawful business practice; (D) there is any material change or transfer in the management or control of your business operations; or (E) your conduct or proposed conduct exposes or threatens to expose Intuit to any liability or obligation, including any obligations under federal, provincial or local law. You understand that Intuit reserves the right to discontinue your Membership if you give false, inaccurate or incomplete information on the application for Membership, or do not meet the criteria for participation, such criteria to be determined from time to time in Intuit's sole discretion. No refund or partial refund of the Program's annual fee will be made in the event your Membership is discontinued for such reason.

#### **CONFIDENTIALITY**

As a member of the Program, you agree that any information Intuit discloses to you, whether in oral or written form, and that is identified by Intuit as confidential or proprietary, or is otherwise not generally available to the public, shall be deemed confidential information and that you will not disclose such confidential information to any employees who do not have a specific need to use such information or to any other third party without Intuit's prior written consent. You acknowledge that the unauthorized disclosure or use of Intuit confidential information will cause irreparable harm to Intuit, and you agree that, upon the written request of Intuit, you will return to Intuit, or permanently destroy, any confidential information you have received in writing or other tangible form from Intuit. In the event of violation of this confidentiality agreement, you agree that Intuit will have the right to seek and obtain injunctive relief in addition to any other rights and remedies Intuit may have.

#### **IDEA SUBMISSIONS**

By submitting ideas, suggestions, proposed business plans or any other material to Intuit, you agree that Intuit will treat such submissions as non-confidential, that Intuit may use the information without compensating or acknowledging you or any other person or entity, and that Intuit may have already

developed, and is not restricted from developing, products, services or plans similar to, or competitive with, anything described in such submissions from Members.

### **INTUIT PROPRIETARY RIGHTS**

You agree that You are not authorized or permitted to use the term or name “Member: QuickBooks ProAdvisor® Program” (QuickBooks Programme des ConseillersPro) or other permitted uses as provided herein, until the date your Program membership commences and only during the term of current, valid membership. You agree to abide by all of the trademark restrictions as posted by Intuit. You further agree that you are not authorized or permitted by Intuit to use the trademarks “Intuit,” “QuickBooks,” “QuickBooks ProAdvisor,” “QB,” “QB ProAdvisor,” “QuickBooks Programme des ConseillersPro” or Intuit’s corresponding logo designs, or any other trademarks, trade names or domain names corresponding to or similar to Intuit’s Marks, or belonging or licensed to Intuit in any products, services, or advertising, or in any way not expressly set forth in this Agreement. Member further agrees that Member will use all software provided by Intuit strictly in accordance with the software license agreement accompanying such software and with Canadian copyright laws.

### **PROTECTION OF INTEREST**

Acknowledgment of Rights. You acknowledge Intuit’s exclusive rights in all of the Intuit Marks and all goodwill associated therewith, and acknowledge that any and all plain-text uses of Intuit Marks by you inures 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.

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

### **CONDUCT OF BUSINESS**

You warrant (a) to conduct business and provide services in a manner that 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 QuickBooks Software License Agreement; (d) not to engage in 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 and timely manner. You agree not to use or display any materials or content on your Web site 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.

### **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 provide Intuit with immediate access to all requested materials and to your business premises in order to allow Intuit to exercise its right to inspect.

### **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 and membership 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.

#### **INDEMNIFICATION BY YOU**

You agree that Intuit shall have no liability to you or any of your clients or customers and that you shall indemnify, defend and hold Intuit harmless from any expenses, damages, costs or losses (including reasonable attorney's fees) 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 you 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 your products or services. In the event Intuit seeks indemnification from you under this Section, Intuit will immediately notify you in writing of any claim or proceeding brought against it for which it seeks indemnification under this Agreement. Intuit reserves the right, at its option, to assume full control of the defense of such claim or proceeding with legal counsel of its choice. If Intuit so undertakes its own defense, any settlement of such claim or proceeding requiring payment from you shall be subject to your prior written approval. 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.

#### **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY**

THE PROGRAM (INCLUDING, WITHOUT LIMITATION, 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 NON-INFRINGEMENT. YOU ACKNOWLEDGE AND AGREE THAT SOME PROVINCES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN PROGRAM MEMBERS. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE COMMENCEMENT DATE OF SUCH MEMBER'S INITIAL PROGRAM MEMBERSHIP. HOWEVER, SOME PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS IN DURATION MAY NOT APPLY TO CERTAIN MEMBERS. IN NO EVENT SHALL INTUIT OR ITS SUPPLIERS BE LIABLE FOR ANY AMOUNTS IN EXCESS OF THE FEES PAID BY YOU TO INTUIT HEREUNDER FOR THE MOST RECENT 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 YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF THESE TERMS AND CONDITIONS.

#### **GENERAL**

This Agreement will be governed by Alberta law and the federal laws of Canada applicable therein, without regard to its choice of law or conflicts of law principles, and with respect to copyright and trademark matters to Canadian federal laws and international treaties. This Agreement is deemed entered into at Edmonton, Alberta, and shall be construed as to its fair meaning and not strictly for or against either party. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and valid assigns of the parties hereto. This Agreement contains the entire agreement between Intuit and you with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, between Intuit and you with respect to the subject matter hereof. You may not assign all or any part of this Agreement without Intuit's prior written consent.

In the event that any provision of this Agreement shall be held by court of competent jurisdiction to be invalid or unenforceable, the remaining portions thereof shall remain in full force and effect and construed so as to best effectuate the intention of both you and Intuit unless Intuit determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purpose. 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. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by Intuit. This Agreement is freely assignable by Intuit and will be for the benefit of Intuit's successors and assigns.

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party under this Agreement shall be in writing and shall be deemed duly received when, (a) if sent via overnight delivery service (e.g., Federal Express), the next business day, (b) if hand delivered or by facsimile (subject to confirmation of receipt) that day if prior to 4:30 pm local time or the following business day otherwise, or (c) by registered mail return receipt requested, first-class postage prepaid, when received, provided the same is addressed to you at the most recent address you have provided to Intuit, your fax number and/or email address provided to Intuit under the Program, or to Intuit at:

Intuit Canada Limited,  
138 4th Ave.  
SE #400 1st St. Plaza  
Calgary, AB T2G 4Z6  
F. (403) 303-4693

Attention: Legal Department

or such other address as either party may notify the other by way of notice in accordance with this provision.

Equitable Relief. You recognize and acknowledge that your breach of any of your covenants, agreements, or undertakings hereunder will cause Intuit irreparable damage, which cannot be readily remedied by monetary damages in an action at law, and may, in addition thereto, constitute an infringement of the Intuit Marks and/or rights under the laws of unfair competition. Accordingly, in the event of any default or breach by you, including any action by you which could cause loss or dilution of Intuit's goodwill, reputation, or rights in any Intuit Marks, Intuit shall be entitled to an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution.

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.

Continuing Obligations. All provisions of this Agreement **which by their nature should survive** termination or expiration shall survive termination or expiration, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **LANGUAGE**

It is the express wish of the parties that this agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.