

# Tax Identity Care Terms and Conditions

Thank you for purchasing Tax Identity Care. We appreciate the opportunity to serve you! This Tax Identity Care Terms and Conditions agreement ("Care Agreement") is between you and HRB Digital LLC ("Block", "we", "us", or "our"). The Tax Identity Care product (the "Care Product") is available only to Block clients. The Care Product is separate from, and in addition to, the H&R Block Maximum Refund Guarantee, 100% Accuracy Guarantee, and Free In-person Audit Support.

## 1.0 CARE PRODUCT DESCRIPTION

**1.1 Availability.** The Care Product is only available for you and your dependents you claim on your 2017 individual federal tax return. The Care Product applies only to your 2017 individual federal tax return.

**1.2 Not a Current Victim of Tax Identity Theft.** If you are not a current victim of tax identity theft, meaning you are able to e-file your 2017 individual federal tax return before April 17, 2018, then we will provide the Application Services in Section 4.0 below if you are or become a victim of identity theft.

**1.3 Current Victim of Tax Identity Theft.** If you are a current victim of tax identity theft, meaning you are unable to e-file your 2017 individual federal tax return before April 17, 2018 because someone else had already filed a tax return using your Social Security number, then you will receive the Tax Identity Restoration Assistance listed in Section 5.0 below ("Restoration Assistance"). You understand that you will receive Restoration Assistance only if you experience a verified episode of federal individual income tax identity theft (not other forms of identity theft). A verified episode of federal individual income tax identity theft means that you attempted to file a 2017 individual federal tax return before April 17, 2018 and the IRS rejected your tax return because someone else had already filed a tax return using your Social Security number.

## 2.0 CARE PRODUCT LIMITATIONS

**2.1 Identity Theft Only.** We can only perform the Application Services in Section 4 after you are a victim of identity theft (not tax identity theft). If you are not a victim of identity theft when you purchase the Care Product, we will perform the Application Services for you if you become a victim of identity theft and request the Application Services before November 1, 2018.

**2.2 Social Security Number Required.** The Care Product is only available to natural persons with a valid Social Security number.

**2.3 No Transfer.** The Care Product cannot be transferred to others.

**2.4 Not Available.** The Care Product is not available for:

(a) anyone not claimed on your 2017 individual federal tax return;

(b) you if you are under eighteen (18) years of age; or

(c) any individual who has an Individual Taxpayer Identification Number (“ITIN”).

**2.5 Only for 2017 Individual Federal Tax Return.** Restoration Assistance is not available for any actual or suspected episode of identity theft that is not individual federal income tax identity theft for your 2017 individual federal tax return or for individual federal income tax identity theft that occurs after you file your 2017 individual federal tax return.

**2.6 Not a Credit Repair Organization or Contract.** We are not a credit repair organization or similarly regulated organization under other applicable law and we do not provide any form of credit repair advice or counseling. By this we mean that the Care Product does not and will not improve or restore your credit record, credit history, or credit rating and you acknowledge and agree that you will not purchase, use, or access the Care Product for such purposes. These items (credit record, history, and rating) are based on your past or historical credit behavior, and accurate and timely adverse credit information cannot be changed. If you believe that your credit report contains inaccurate, non-fraudulent information, it is your responsibility to contact the relevant credit reporting agency, and follow the procedures established by the various credit reporting agencies related to the removal of such information.

### **3.0 YOUR DUTIES**

**3.1 Sign and Pay.** The Care Product is only effective after you sign these terms and conditions and we receive payment for the Care Product.

**3.2 Provide Information.** You must provide us with full and accurate personal information that we require to provide or supply you with one or more of the benefits associated with the Care Product which may include, without limitation your name, address, telephone number, email address, Social Security number and other personal information. If we are unable to obtain the required personal information from you, or if you do not take required steps outlined below, the services or benefits that you receive through the Care Product may be limited or reduced.

**3.3 Request Restoration Assistance.** Before you receive Restoration Assistance, you must request Restoration Assistance by performing the following:

(a) call us at 1-855-472-8657 before November 1, 2018;

(b) promptly provide us with copies of your federal income tax return rejection codes proving that your federal income tax return was rejected and other documents relating to or substantiating any information in question; and

(c) provide us with proof of your purchase of the Care Product.

**3.4 Request Application Services.** You must request Application Services by calling 1-855-472-8657 before November 1, 2018.

## **4.0 APPLICATION SERVICES**

**4.1 Apply for Additional IRS Tax Identity Theft Protections.** We will assist you in requesting additional tax identity theft protections from the IRS including the Identity Theft Indicator ("IDT") and Identity Protection Personal Identification Number ("IP PIN") through a remote call-in process. To set up your additional IRS tax identity theft protections, you must call us at 1-855-472-8657.

**(a)** If you are eligible to obtain an IP PIN from the IRS website (based on criteria established by the IRS), we will guide you through the steps for you to request your IP PIN from the IRS website. You are responsible for answering the IRS's identity verification questions. The IRS will not issue you an IP PIN if you cannot answer the identity verification questions.

**(b)** If you are not eligible to obtain an IP PIN from the IRS website, we will help you fill out IRS Form 14039 to request additional IRS tax identity theft protections if you have been a victim of tax identity theft or general identity theft. You understand and agree that you are responsible for following the instructions for submitting IRS Form 14039 (including any required documentation) to the IRS, and that we will not submit and have no responsibility for submitting IRS Form 14039.

**4.2 Only Available for Victims of Identity Theft.** IRS Form 14039 can only be submitted if you are a victim of identity theft or tax identity theft. If you are not a victim of identity theft when you purchase the Care Product, we will perform the Application Services in Section 4.1 for you if you become a victim of identity theft and request the Application Services before November 1, 2018.

**4.3 Receiving and Using Your IP PIN.** You understand that once you set up an IP PIN (either through the IRS website process or by submitting IRS Form 14039) you will be required to use an IP PIN on all future federal tax returns. This IP PIN is provided by the IRS and the IRS should send you next year's IP PIN before next year's tax season. You should also receive a new IP PIN from the IRS each subsequent year for that year's tax season. You understand that you will receive your IP PIN directly from the IRS and that we will not receive your IP PIN or otherwise have your IP PIN available

unless you provide it to us. We are not responsible for sending you, keeping, or obtaining your IP PIN for you. If you do not receive your IP PIN from the IRS, contact the IRS directly.

## **5.0 TAX IDENTITY RESTORATION ASSISTANCE**

**5.1 Restoration Assistance Description.** Restoration Assistance includes assisting you in getting your individual federal income tax return successfully filed, obtaining your proper refund (if any), and helping you to better understand the steps you need to follow to take the steps necessary to restore your tax identity, and is limited in all events to the following specified elements:

- (a)** Providing you with an information document including a description of the restoration process and optional steps you can take to help resolve the tax identity theft event
- (b)** Reviewing your credit files with you to determine the accuracy of the file and potential areas of tax identity theft
- (c)** Provide guided assistance with completing IRS Form 14039
- (d)** Advise you to notify your financial institutions and health insurance providers of your tax identity theft event so they can take steps to protect your existing accounts
- (e)** Advise you in filling out the FTC Identity Theft Victim's Complaint and Affidavit and assist with completing, as needed
- (f)** Advise you to contact local police to complete a crime report Prepare letters (as needed) to your affected creditors, financial institutions, credit card companies, utility providers, and merchants concerning the tax identity theft event

**5.2 Restoration Assistance Limitations.** You acknowledge and agree that there is no guarantee that the limited Restoration Assistance available under the Care Product will enable you to fully recover from an episode of tax identity theft.

**5.3 No Guarantee or Warranty.** BY PLACING YOUR ORDER FOR THE CARE PRODUCT, YOU ACKNOWLEDGE AND AGREE THAT NO PRODUCT OR SERVICE IS CAPABLE OF PREVENTING, DETECTING, AND/OR MITIGATING ALL FORMS OF IDENTITY THEFT, INCLUDING TAX IDENTITY THEFT. YOU ALSO AGREE THAT YOU WILL TAKE REASONABLE PRECAUTIONS TO PROTECT AND SAFEGUARD YOUR PERSONAL AND FINANCIAL INFORMATION AND AVOID DISCLOSURES OF ANY SUCH INFORMATION TO ANY INDIVIDUAL OR ENTITY, KNOWN OR UNKNOWN, THAT COULD BE REASONABLY EXPECTED TO IMPROPERLY USE SUCH INFORMATION. WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CARE PRODUCT AND WE DO NOT WARRANT THAT THE CARE PRODUCT WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE ERROR FREE. NONE OF THE IDENTITY-RELATED PRODUCTS OR FEATURES PROVIDED BY US UNDER THIS AGREEMENT CONSTITUTE A POLICY OR CONTRACT OF INSURANCE AGAINST IDENTITY THEFT AND/OR THE CONSEQUENCES OF IDENTITY THEFT AND OUR LIABILITY TO YOU WITH RESPECT TO ANY LOSSES YOU MAY SUFFER OR INCUR AS A RESULT OF ACTUAL OR SUSPECTED IDENTITY THEFT ARE LIMITED TO THE PRODUCT FEATURES EXPLICITLY SET FORTH IN THIS AGREEMENT.

## **6.0 DISCLAIMER OF WARRANTIES**

**UNLESS OTHERWISE EXPLICITLY STATED, BLOCK, FOR ITSELF AND ITS SUPPLIERS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE CARE PRODUCT, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR**

**PRESENTED IN OR THROUGH THE CARE PRODUCT. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CARE PRODUCT, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED THROUGH THE SERVICES IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WE DO NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER. 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 MTS SERVICES.**

## **7.0 LIMITATION OF LIABILITY**

**IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EVEN WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES AND LOST BUSINESS OPPORTUNITIES, WHETHER YOU WERE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY YOU FOR THE CARE PRODUCT. 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.**

## **8.0 CARE PRODUCT CANCELLATION AND REFUNDS**

If you are dissatisfied or wish to cancel the Care Product, you may contact 1-800-HRBLOCK to cancel or request a refund. Cancellations and refunds will only be made if requested within seven (7) days of purchase and we have not provided any of the services outlined in Sections 4 and 5. If your purchase of the Care Product resulted in your receiving an IP PIN, as required by the IRS, you will still be required by the IRS to use your IP PIN in the future.

## **9.0 ARBITRATION IF A DISPUTE ARISES**

The Arbitration Agreement titled "ARBITRATION IF A DISPUTE ARISES" of the document titled "Online Services Agreement" is incorporated into this Care Agreement by reference. You and we agree that any dispute or claim between us or relating to this Care Agreement is within the scope of the Arbitration Agreement. You agree that you have 60 days after the date you sign this Care Agreement to reject the Arbitration Agreement as incorporated into

this Care Agreement by following the process described in the Online Services Agreement. Rejection of arbitration as incorporated into this Care Agreement will not reject or otherwise impact any other Arbitration Agreement you may have made.

**Agreement to these terms confirms that I/we understand and voluntarily agree to the terms, conditions and disclosures presented in this Care Product, INCLUDING THE REQUIREMENT THAT ANY DISPUTE BETWEEN ME/US AND H&R BLOCK BE SETTLED THROUGH BINDING ARBITRATION.**