

# Tax Identity Shield® Terms & Conditions

## What to Expect

Congratulations! Enrolling in Tax Identity Shield® (by signing below) is an important first step in helping to protect your tax identity.

### What you need to do next –

1. Read and sign the Terms below.
2. **Watch for your welcome email** (or letter if you didn't provide an email address) within the next 2-3 weeks. It will include important contact numbers and a link (or web address) to access your online account, which provides information pertaining to your Tax Identity Shield® membership.
3. **Activate your Black-Market Internet Scan** feature by following the link in your welcome email. The link will guide you to establish your Tax Identity Shield® online account where you can input information for scanning and add any family members who are also Tax Identity Shield® members.
4. **Access your one-time credit report and credit score** (primary taxpayer only) by establishing your Tax Identity Shield® account as described above.
5. If you're a victim of identity theft, notice discrepancies on your credit report, or if the Black-Market Internet Scan indicates your information could be available for sale, **call our Tax Identity Shield® support team at: 1-855-472-8657 to help set up additional tax identity theft protections** made available by the IRS including the Identity Theft ("IDT") Indicator and Identity Protection Personal Identification Number ("IP PIN").

If you have any questions, please contact Tax Identity Shield® support at 1-855-472-8657 Monday – Friday 9am – 5:30pm CST.

## Terms & Conditions

Thank you for purchasing Tax Identity Shield. We appreciate the opportunity to serve you! The Tax Identity Shield product (the "Shield Product") offered by HRB Tax Group, Inc. ("Block") and fulfilled by Block and one or more third parties ("Supplier") (Block and Supplier together, "We", "Us" or "Our") is available only to Block clients. The Shield Product is separate from, and in addition to, The H&R Block Guarantee and Peace of Mind®. **These terms and conditions contain a binding arbitration agreement that requires resolution of disputes by binding individual arbitration.** You are eligible to receive the benefits of the Shield Product from the date we receive payment for the Shield Product until the filing deadline (typically April 15) next year.

The Shield Product is only available to natural persons with a valid Social Security number and is only available for (a) the primary taxpayer, (b) the primary taxpayer and the secondary taxpayer if the primary taxpayer and the secondary taxpayer file their federal tax return as "married filing jointly" and sign below, and (c) up to five selected dependents claimed on the primary taxpayer's tax return (primary taxpayer individually or primary taxpayer (and secondary taxpayer if

applicable) and dependents together “You” or “Your”). The Shield Product is effective after (1) You sign these terms and conditions and (2) We receive payment for the Shield Product for each person. The Shield Product cannot be transferred by You to others. In order to enjoy the benefits of the Shield Product, You must provide Us with full and accurate personal information that We require in order to provide or supply You with one or more of the benefits associated with the Shield 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 Shield Product may be limited or reduced. The Shield Product is not available for: (1) the secondary taxpayer or any dependents if the primary taxpayer is not enrolled in the Shield Product, (2) primary or secondary taxpayers who are under eighteen (18) years of age, or (3) any individual who has an Individual Taxpayer Identification Number (“ITIN”).

### **Black-Market Internet Scan**

You must activate the Black-Market Internet Scan before we can begin searching the dark web for your personal information. To activate, you must follow the instructions you received in your welcome email, validate your identity, create an online account, and provide us with the data elements you want to have monitored. You may provide us with the data elements below for each Shield Product member. Secondary and adult dependent members may be required to create a separate online account and provide the data elements below separately. Minor dependent members may not have all data elements available.

- 1 Social Security number
- 1 Driver’s license number
- 1 Passport number
- 10 Email addresses
- 10 Telephone numbers
- 10 Medical ID numbers
- 10 Credit/Debit card numbers
- 10 Bank Account numbers
- 10 Retail Credit Cards

Upon activation, we will perform an initial search for the data elements you provide. We will also perform a daily search of the portions of internet networks, chat rooms, and websites where personal information is being traded or sold online for the data elements you provide. However, the internet addresses of these suspected internet trading sites are not published and frequently change, so there is no guarantee that we can locate and search every possible internet site where personal information is at risk of being bought and sold. We are not responsible for the actual sale or purchase of your personal information.

If we find that the data elements you identified could be available for sale, we will send you an alert identifying the data elements we detected. If we do not find your data elements, we will send you a monthly email indicating that we did not find your data elements during our search.

The Black-Market Internet Scan only helps identify when information is being bought and sold for early detection purposes. It does not stop the sale or purchase of your information, and it does not prevent that information from being used fraudulently. Our ability to search is only as good as the information you provide to us. You agree that to keep any of the provided data elements accurate and current.

## **Applying For Additional Tax Identity Theft Protections Provided By the IRS Including an Identity Theft (“IDT”) Indicator and Identity Protection Personal Identification Number (“IP PIN”)**

We will assist You in requesting additional tax identity theft protections including the IDT indicator and 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** before the filing deadline (typically April 15) next year.

- 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 and completing all authentication steps. The IRS will not issue You an IP PIN if You cannot answer the identity verification questions or otherwise complete authentication.
- 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. IRS Form 14039 is only available if You have been a victim of either identity theft or tax 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.

### **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.

### **One-Time Tax Identity Theft Risk Assessment**

When You purchase the Shield Product, We will provide a one-time Tax Identity Theft Risk Assessment (the “Risk Assessment”) of Your risk of tax identity theft (by January 15) prior to the next tax season. Based on results of the Risk Assessment, We will send the primary taxpayer a communication with instructions to access a secure website that will show an evaluation of Your risk of tax identity theft, including Your tax identity threat rating, and some of the steps You can take to help protect Your tax identity. In order to receive the results of Your Risk Assessment, the primary taxpayer may be required to set up an account on the secure website, have an email account and appropriate email software, and have hardware (e.g., access to a personal computer, tablet, smart phone) with an operating system and secure connection to the Internet capable of supporting the foregoing. The secondary taxpayer and/or dependent(s) will not receive a separate communication, and the Risk Assessment results for the secondary taxpayer and/or dependent(s) are only available through the primary taxpayer’s account on the secure website. The Risk Assessment for minor dependents may be different or incomplete due to the types of information typically available for minors. The Risk Assessment and the resulting tax identity threat rating are provided for informational purposes only and We cannot guarantee the accuracy and/or predictiveness of any Risk Assessment performed on Your behalf.

### **E-File Notification**

We will notify the primary taxpayer if a federal tax return with Your personal information has been filed through the H&R Block e-file system through the filing deadline (typically April 15) next year. This may allow You to be notified of a fraudulent return that has been filed with Your information so that You may contact the IRS or Your state, file Your federal tax return promptly, and start taking steps to obtain tax identity restoration assistance. The primary taxpayer will be notified via the contact information and preferences provided during the previous tax season. You understand that this e-file notification only alerts You to tax returns filed through the H&R Block e-file system (not tax returns filed through other systems or filed in paper form) and that We will not be able to stop the fraudulent return from being processed by the IRS or state.

### **Credit Report and Credit Score**

When You purchase the Shield Product, We will provide the primary taxpayer a single instance of his or her credit score from one of the national credit bureaus and a single copy of his or her one bureau credit report. This credit score and credit report will be available to the primary taxpayer only and will be generated one time. You must request this credit score and credit report before the filing deadline (typically April 15) next year. The credit score and credit report will be accessed through a secure website that will show the primary taxpayer's credit score and credit report based upon the information available at the time the primary taxpayer's credit score is generated. In order to receive the primary taxpayer's credit score and credit report, the primary taxpayer must set up an account on the secure website, must have an email account and appropriate email software, and must have hardware (e.g., access to a personal computer, tablet, smart phone) with an operating system and secure connection to the Internet capable of supporting the foregoing. The secondary taxpayer and dependents, if applicable, will not receive a credit score or credit report. The credit score and credit report is provided for informational purposes only and We cannot guarantee the accuracy and/or predictiveness of any credit score and how other potential lenders may calculate credit scores on Your behalf.

YOU UNDERSTAND THAT BY ACCEPTING THESE TERMS AND CONDITIONS YOU ARE PROVIDING "WRITTEN INSTRUCTIONS" TO US AND OUR EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, CONTRACTORS, THIRD PARTY DATA AND SERVICE PROVIDERS, AND ALL OTHER CREDIT REPORTING AGENCIES UNDER THE FAIR CREDIT REPORTING ACT (FCRA), AS AMENDED, TO ACCESS YOUR CREDIT FILES FROM EACH NATIONAL CREDIT REPORTING AGENCY AND TO EXCHANGE INFORMATION ABOUT YOU WITH EACH NATIONAL CREDIT REPORTING AGENCY IN ORDER TO VERIFY YOUR IDENTITY AND TO PROVIDE THE SHIELD PRODUCT TO YOU. YOU AGREE AND HEREBY AUTHORIZE US TO PROVIDE YOUR PERSONALLY IDENTIFIABLE INFORMATION (OR, IF APPLICABLE, INFORMATION ABOUT ANY MINOR CHILDREN YOU HAVE ENROLLED) TO THIRD PARTIES AS PROVIDED IN OUR PRIVACY NOTICE, AS MAY BE AMENDED FROM TIME TO TIME, IN ORDER TO PROVIDE THE SHIELD PRODUCT TO YOU (AND TO THOSE CHILDREN YOU HAVE ENROLLED). YOU FURTHER AUTHORIZE US TO OBTAIN INFORMATION AND REPORTS ABOUT YOU (OR ABOUT ANY CHILDREN YOU HAVE ENROLLED, IF APPLICABLE) IN ORDER TO PROVIDE THE SHIELD PRODUCT, INCLUDING, BUT NOT LIMITED TO, CREDIT MONITORING SERVICES, CREDIT REPORTING, IDENTITY MONITORING, FRAUD RESOLUTION SERVICES, RESTORATION SERVICES, ADDRESS HISTORY REPORTS, NAME AND ALIAS REPORTS, CRIMINAL REPORTS OR SEX OFFENDER REPORTS, AND TO PROVIDE MONITORING AND ALERTS.

You agree that You will use the Shield Product only for Your own behalf. You will be responsible for all use of Your membership number and must notify Block immediately of any unauthorized use of your membership number, or the theft or misplacement of your membership number.

The credit score we provide is the VantageScore 3.0 and will range from 300 to 850, but it is not used by all lenders. Please note there may be a change in the type or version of credit score We provide You, which will be notated on Your credit score report. Higher scores represent a greater likelihood that you'll pay back your debts so you are viewed as being a lower credit risk to lenders. A lower score indicates to lenders that you may be a higher credit risk. Credit scores are based on the information in your credit file at the time it is requested. Your credit file information can vary from agency to agency because some lenders report your credit history to only one or two of the agencies. Different credit scoring models can also give a different assessment of the credit risk (risk of default) for the same consumer and same credit file.

The credit score is intended for Your own educational use. It is also commercially available to third parties along with numerous other credit scores and models in the marketplace. Please keep in mind third parties are likely to use a different score when evaluating Your creditworthiness. Also, third parties will take into consideration items other than Your credit score or information found in Your credit file, such as Your income.

### **Tax Identity Restoration Assistance**

You understand that the Shield Product helps You protect Your next year's tax return, not the current tax return. If You experience a verified individual income tax identity theft before the filing deadline (typically April 15) next year, We will provide You with limited assistance in helping You to restore Your tax identity (this assistance collectively, the "Restoration Assistance"). The Restoration Assistance includes assisting You in getting Your individual income tax returns successfully filed, obtaining Your proper refund (if any), and helping You to understand the steps You need to follow to restore Your tax identity. The Restoration Assistance available under Your Shield Product in the event of a verified episode of individual income tax identity theft are limited in all events to the following specified elements:

- Providing You with an information document including a description of the resolution process and optional steps You can take to help resolve the tax identity theft event
- Reviewing Your credit files with You to determine the accuracy of the file and potential areas of tax identity theft
- Provide guided assistance with completing IRS Form 14039 and similar state forms
- Advise You to notify Your financial institutions of Your tax identity theft event so they can take steps to protect Your existing accounts
- Advise You in filling out the FTC Identity Theft Victim's Complaint and Affidavit and assist with completing, as needed
- Advise You to contact local police to complete a crime report
- Providing You one year enrollment in identity monitoring services; You will be required to sign up for the product, including verifying Your identity and agreeing to the product's Terms of Use.

If you request Restoration Assistance, you are agreeing to permit Block to order a copy of your credit report for any purpose relating to your request for assistance, if applicable. Restoration Assistance does not remove Your responsibility to take precautions to protect your tax identity, including protecting your account names, passwords, SSN, and other personally identifying information. The Restoration Assistance is not a policy or contract of insurance against tax identity theft or the consequences of tax identity theft.

Block reserves the right not to provide you with any identity restoration assistance in the event Block determines that you knew, or should reasonably have known, of an act of Identity Theft that commenced prior to your membership. If at any time you cancel your membership, Block is no longer obligated to provide any additional identity restoration assistance.

If, at any time (including after beginning identity restoration assistance), you choose to discontinue using the Service, you may contact us at any time to cancel Block's provision of or your receipt of any further assistance. You may contact us by calling the phone number stated on your notification materials.

You understand that You will receive Restoration Assistance only if You experience a verified episode of individual income tax identity theft next year (not other forms of identity theft). A verified episode of individual income tax identity theft means that You attempted to file an individual tax return with the IRS or Your state next year before the tax filing deadline (typically April 15) and the IRS or state rejected Your tax return because someone else had already filed a tax return using Your Social Security number. Block reserves the right to request that you provide corroborating evidence of a verified episode of individual income tax identity theft, and We reserve the right to refuse any Restoration Assistance if you fail or refuse to provide us with any requested corroborating evidence. You also acknowledge and agree that there is no guarantee that the limited Restoration Assistance available under the Shield Product will enable You to fully recover from an episode of tax identity theft.

BY PLACING YOUR ORDER FOR THE SHIELD 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 SHIELD PRODUCT AND WE DO NOT WARRANT THAT THE SHIELD 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.

#### **Tax Identity Theft Event**

**Before You receive Restoration Assistance, You must:** (a) call Us at 1-855-472-8657 within 15 days from when Your income tax return was rejected by the IRS or state; (b) promptly provide Us with copies of Your individual income tax return rejection codes proving that Your individual income tax return was rejected and other documents relating to or substantiating any information in question; (c) provide Us with proof of Your purchase of the Shield Product; and (d) promptly notify Us that You are requesting Restoration Assistance.

**The Shield Product including its features and benefits is not applicable to:** (a) Your dependents unless You purchased protection for Your dependents (limited to five dependents); (b) You if the primary taxpayer, secondary taxpayer, or any dependents do not have a valid Social Security number (e.g., an ITIN); (c) any actual or suspected episode of identity theft that is not individual income tax identity theft; (d) individual income tax identity theft that occurred before

Your purchase of the Shield Product; and (e) individual income tax identity theft that occurs next year after You file Your tax return or the tax filing deadline (typically April 15), whichever is earlier.

### **Frequently Asked Questions**

- **When I tried to file my income tax return, my income tax return was rejected by the IRS or my state. What do I do next?** 1. Call Us at **1-855-472-8657** and provide Your proof of purchase of the Shield Product and proof of verified income tax identity theft next year **within 15 days** from the date Your income tax return was rejected by the IRS or state. If You don't contact Us within 15 days, Your claim may be denied. 2. If You provide the proper proof, We will work directly with You to provide the Restoration Assistance. 3. If We cannot provide the Restoration Assistance because You are unable to provide satisfactory proof regarding an element of 1. above, You will receive a letter from Us explaining the reason that We have determined Your proof to be unsatisfactory. If You disagree with Our determination, You may dispute it by calling Us directly at **1-855-472-8657** or 1-800-HRBLOCK to request a review of the determination.
- **Who do I contact if I have more questions?** You should contact Us at **1-855-472-8657** for any questions about Your Tax Identity Shield® membership. You may also speak to a client service representative by calling 1-800-HRBLOCK.

### **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 Shield 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 Shield 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.

### **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 SHIELD PRODUCT, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED IN OR THROUGH THE SHIELD PRODUCT. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SHIELD 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.**

## **LIMITATION OF LIABILITY**

**IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EVEN IF 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 SHIELD 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.**

**NEITHER BLOCK OR ITS SUPPLIERS, NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL HAVE ANY LIABILITY TO YOU AS AN AGENT IN OBTAINING COPIES OF: YOUR PERSONAL CREDIT REPORT, CREDIT ALERT REPORT, QUARTERLY UPDATE, OR CREDIT SCORE. NEITHER BLOCK OR ITS SUPPLIERS, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR CREDIT INFORMATION SUBCONTRACTORS ARE RESPONSIBLE FOR NEGATIVE FACTUAL INFORMATION CONTAINED IN ANY REPORTS YOU RECEIVE AS PART OF THE SERVICE. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THIS AGREEMENT.**

## **PRODUCT CANCELLATION AND REFUNDS**

If You are dissatisfied or wish to cancel the Shield 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. You may cancel all features of the Shield Product except the IP PIN. If Your purchase of the Shield 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.

## **REVIEWS AND FEEDBACK**

We may provide You with the opportunity to review or provide feedback on the Shield Product. If You submit a review or provide feedback, You affirm that You are the copyright owner of the content included in Your review or feedback, that Your review or feedback is accurate, and that Your review or feedback does not infringe the rights of any third party. You also agree that We own Your review and feedback and may use or modify Your review and feedback at Our sole discretion without any compensation to You.

## **ARBITRATION IF A DISPUTE ARISES (“ARBITRATION AGREEMENT”)**

- 1. Scope of Arbitration Agreement.** All disputes and claims between You and any one or more of the H&R Block Parties (as defined below) shall be resolved through binding individual arbitration unless You opt out of this Arbitration Agreement using the process explained below. However, either You or the H&R Block Parties may bring an individual claim in small claims court, as long as it is brought and maintained as an individual claim. All issues are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of paragraph 3 below, shall be determined by the court and not the arbitrator. For purposes of this Arbitration Agreement, the term “H&R Block Parties” shall include HRB Digital LLC and HRB Tax Group, Inc.; as well as any of their direct or indirect parents, subsidiaries, and affiliates, as well as predecessors, successors, officers, directors, agents, employees, franchisees, and suppliers of any of them.



**Right to Opt Out of This Arbitration Agreement:** You are not required to accept arbitration even though You must accept this Agreement to receive service today. You may opt out of this Arbitration Agreement within the first 60 days after You accept this Agreement by fully filling out the form found 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, the first five digits of Your Social Security number, state, zip code, and the words “Reject Arbitration.” If You opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

- 2. How Arbitration Works.** Either party may initiate arbitration, which 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 the AAA’s website [www.adr.org](http://www.adr.org), or by calling the AAA at 1-800-778-7879. In the event the AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless You and the H&R Block 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. We encourage You to call 1-800-HRBLOCK in advance of filing a claim for arbitration to see if the dispute can be resolved prior to arbitration.
- 3. 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, any relief must be individualized to You and shall not 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 a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular claim for relief, then that claim for relief (and only that claim for relief) must remain in court and be severed from any arbitration. The H&R Block Parties do not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.
- 4. Arbitration Costs.** The H&R Block Parties will pay all filing, administrative, arbitrator and hearing costs. The H&R Block Parties waive any rights they may have to recover an award of attorneys’ fees and expenses against You in arbitration.
- 5. Other Terms & Information.** 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, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

**My/our signature(s) below confirms that I/we understand and voluntarily agree to the terms and conditions presented in this Shield Product, INCLUDING (i) THE REQUIREMENT THAT THE PRIMARY TAXPAYER IS PROVIDING "WRITTEN INSTRUCTIONS" UNDER THE FCRA FOR US TO OBTAIN HIS OR HER CREDIT INFORMATION AS DESCRIBED HEREIN AND (ii) THE REQUIREMENT THAT ANY DISPUTE BETWEEN ME/US AND H&R BLOCK AND ITS SUPPLIERS BE RESOLVED THROUGH BINDING ARBITRATION.**

Primary Taxpayer's Name(s): \_\_\_\_\_

Primary Taxpayer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Secondary Taxpayer's Name(s): \_\_\_\_\_

Secondary Taxpayer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tax Professional Signature: \_\_\_\_\_

Date: \_\_\_\_\_