

Tax Identity Shield® 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 Digital LLC ("Block") and fulfilled by Block, its affiliates, and one or more third parties ("Supplier") (Block, its affiliates, 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"). As noted herein, some of the features are limited for online or installed DIY software users.

Black Market Internet Monitoring

You must provide a valid email in order for us to automatically provide the initial Black Market Internet scan for the primary taxpayer (automatic enrollment not available for installed software users). To access the details of the Black Market Internet scan or add, remove, or update data elements for which we are scanning, You must follow the instructions in the welcome email to create or access your MyBlock account. You may be required to validate Your identity to activate or view Your Black Market Internet scan results. You may provide us with the data elements below for each Shield Product member. Secondary and adult dependent members will 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 purchase, if You provided us with a valid email address, we will perform an initial search for the primary taxpayer's SSN and email address (the "Initial Elements"). 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 Initial Elements and any other data elements You provide through the online account. 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. Spouse or dependents will not be automatically enrolled and must activate the Black Market Internet scan through the website before we will begin scanning.

If we find that the Initial Elements or other data elements You provided 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 to keep any of the provided data elements accurate and current.

SSN Alerts Monitoring

We will provide a report of the names and addresses associated with Your SSN in credit header information. Each month, we will monitor for changes to the names or addresses associated with Your SSN, and we will notify You of any new names or addresses associated with Your SSN in the credit header data. If You notice names or addresses associated with your SSN that are not valid, we will help You apply for the additional IRS protections discussed below.

Upon purchase, if You provided us with a valid email address, we will perform an initial scan for the names and addresses in the credit header data associated with the primary taxpayer's SSN (automatic enrollment not available for installed software users). Spouse or dependents will not be automatically enrolled and must activate the SSN Alerts through the online account before we can provide the SSN Alerts services.

The SSN Alerts are not comprehensive of all credit or employment inquiries. The SSN Alerts only shows initial credit information and changes to credit header information, not other types of information. Not all credit or employment inquiries will cause a change in credit header data. We are not responsible, and the SSN Alerts will not notify you, for credit inquiries, applications for credit, employment inquiries, or other credit related activities that do not update the credit header information.

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 (Not Available for installed or online software users)

When You purchase the Shield Product, We may 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 may 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. We reserve the right to discontinue the One-Time Theft Risk Assessment at any time.

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 (may be limited to the primary taxpayer's information for installed software users). 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.

Tax Identity Restoration Assistance

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. Neither the Shield Product nor the Restoration Assistance is 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 the Shield Product, Block is no longer obligated to provide any additional identity restoration assistance.

If, at any time (including after beginning the Restoration Assistance), you choose to discontinue using the Shield Product, 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 (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 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; and (d) 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.

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 SHIELD PRODUCT 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 SHIELD PRODUCT.

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 BETWEEN YOU AND H&R BLOCK OR ITS SUPPLIERS

If a dispute arises, including any dispute that relates to the Shield Product, **the dispute shall be settled by binding arbitration** in accordance with the Arbitration Agreement contained in the Client Service Agreement between You and Block, unless you opt-out of arbitration. The applicable arbitration procedures, including the procedures for You to opt-out of arbitration, are described in the section of the Client Service Agreement titled "Arbitration if a Dispute Arises."

You acknowledge that the terms of the Client Service Agreement have already been made available to you.