

INTUIT TERMS OF SERVICE

QUICKBOOKS ONLINE SERVICE

A. INTUIT GENERAL TERMS OF SERVICE. Thank you for selecting the Services (defined below in Section 1.1) offered by or on behalf of Intuit Singapore Pte. Limited and/or its Affiliates (collectively referred to as “Intuit,” “we,” “our,” or “us”) on this website owned and/or operated by Intuit or one of its vendor(s) . Please review these Terms of Service (“Agreement”) thoroughly. This Agreement is a legal agreement between you and Intuit.

1. AGREEMENT

1.1 This Agreement describes the terms governing your use of the Intuit online services provided to you on this website, including content, updates and new releases, (collectively, the “Services”). It includes by reference:

- Intuit's Privacy Statement available on this website or provided to you in writing for the Services you selected.
- Additional Terms and Conditions for the Services that you have selected, including from third parties.
- Any terms provided separately to you for the Services, including for example, web or email product or program terms, ordering, activation, pricing and payment terms, if applicable, for the Services.

1.2 An “Affiliate” means all Intuit companies and subsidiaries that directly or indirectly, control or are controlled by Intuit, or are under the common control with Intuit. As used in this Agreement, control means equity ownership of fifty percent (50%) or greater interest in the voting shares held by an entity.

2. YOUR RIGHT TO USE THE SERVICES AND RESTRICTIONS

2.1 The Services are protected by copyright, confidentiality, and other intellectual property laws. You are only granted the right to use the Services, and Intuit reserves all rights of ownership in the Services not granted to you in writing here. As long as you comply with all applicable legal and statutory requirements in Singapore, and any applicable payment obligations within the provisions of this Agreement, Intuit grants to you a personal, limited, nonexclusive, nontransferable licence (except as expressly stated herein) to use the Services that is valid only for the period of use provided in the ordering and activation terms, and only for the purposes described by Intuit on the website for the Services.

2.2 You agree not to use the Services or content on this website in a manner that violates any applicable law in Singapore, regulation or this Agreement. For example, unless authorized by Intuit in writing, you agree you will not:

- Provide access to or give any part of the Services to any third party.
- Modify, disrupt or interfere with the Services, supporting servers, or networks either manually or through the use of scripts, viruses, or worms.
- Reproduce, duplicate, copy, deconstruct, sell, trade or resell the Services.
- Attempt to access any other Intuit systems that are not part of these Services.
- Excessively overload the Intuit systems used to provide the Services.

If you violate any of these terms, this Agreement and your right to use the Services may be terminated by Intuit in its sole discretion.

3. PAYMENT. For Services offered on a payment or subscription basis, the following terms apply, unless Intuit or its vendor(s) notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

a. Payments will be billed to you by Intuit and/or its vendor(s) in Singapore Dollars (SGD), and your account will be debited when you subscribe and provide your payment information to Intuit and/or its vendor(s), unless stated otherwise in the program ordering or payment terms on the website for the Services.

b. You must pay with one of the following:

(1) A valid credit card acceptable to Intuit and/or its vendor(s);

(2) A valid debit card acceptable to Intuit and/or its vendor(s);

(3) Sufficient funds in a current or savings account to cover an electronic debit of the payment due; or

(4) By another payment option Intuit and/or its vendor(s) provides to you in writing.

c. If your payment and registration information is not accurate, current, and complete and you do not notify Intuit and/or its vendor(s) promptly when such information changes, your account may be suspended or terminated and you may be refused access to the Services until all outstanding sums have been paid.

d. Your subscription will automatically renew, on a monthly or annual basis (depending upon your subscription), at the current rates applicable at the time of renewal, unless the Services are cancelled or terminated under this Agreement.

e. Additional cancellation or renewal terms may be provided to you on the website for the Services.

4. TRIAL VERSIONS AND BETA FEATURES. If you registered for a trial version of the Services, you must decide to purchase the Services within the time specified for the trial (“Trial Period”) in order to retain any Content (defined in Section 6) that you have entered or uploaded during the Trial Period. If you do not purchase the Services by the end of the Trial Period, your Content will no longer be available to you. **To be very clear, after using the Services during the Trial Period, if you decide not to purchase the full version of the Services, you will not be able to access or retrieve any of the data you entered or uploaded during the trial.**

From time to time, Intuit may include new and/or updated beta features (“Beta Features”) in the Services for your use and which permit you to provide feedback. You understand and agree that your use of the Beta Features is voluntary and Intuit is not obligated to provide you with any Beta Features. You understand that once you use the Beta Features, you may be unable to revert back to the earlier non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the earlier non-beta version. The Beta Features are provided on an “as is” basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Beta Features is at your sole risk.

5. YOUR PRIVACY AND PERSONAL INFORMATION. The Services are provided by Intuit and/or its vendor(s). In order to provide you with the Services, Intuit and/or its vendor(s) will have access to and use the personal information you provide, and the respective Privacy Statements of each organization will apply.

You can view Intuit’s Privacy Statement on the website, or via a link on the website for the Services you have selected. You agree to be bound by the applicable Intuit Privacy Statement, subject to change in accordance with its terms. Most importantly, you agree:

- To Intuit maintaining your data according to the Intuit Privacy Statement, as part of the Services.
- To give Intuit permission to aggregate your non-personally identifiable data which you enter or upload with that of other users of the Service. By way of example, this means that Intuit may use that aggregated data to improve services, design promotions, or provide ways for you to compare business practices with other users.
- Intuit is a global company and may access or store personal information in multiple countries, including countries outside of Singapore.

6. CONTENT

6.1 You are responsible for your content. You are legally responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") uploaded, posted or stored through your use of the Services. Please be informed that Intuit and/or its vendor(s) may remove and/or disable access to any work uploaded posted or stored through your use of the Services if Intuit and/or its vendor(s) acquires knowledge that and/or is notified that the said work infringes the copyright in any material. You grant Intuit a worldwide, royalty-free, non-exclusive license to host and use the Content (including, without limitation, to reproduce in a material form, publish, perform, communicate to the public, to make an adaptation of the Content) for the purpose of providing you with the Services. You agree not use the Services for any illegal purpose or in violation of any applicable law in Singapore. You are encouraged to archive your Content regularly and frequently. You are responsible for any Content that may be lost or unrecoverable through your use of the Services. You must provide all required and appropriate warnings, information and disclosure. You agree that you will not use the Services to share, store, or in any way distribute financial data that is not in accordance with the law. Any users suspected of having information which involves fraud, embezzlement, money laundering, insider trading, support for terrorism, or any other activity proscribed by law may have their accounts terminated, their financial data erased, and they also may be reported to law enforcement officials in the appropriate jurisdictions. Intuit is not responsible for the Content or data you submit on the website.

If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide a written notice to Intuit with full details as prescribed in Part IXA of the Singapore Copyright Act. Intuit will only process notices in the English language which comply with the Singapore Copyright Act, other applicable laws and this Agreement. Any notices that do not comply will be rejected. Upon receipt of a compliant notice of infringement, Intuit and/or its vendors may take further steps depending on the nature of the alleged infringement described in the notice, which may include the matters described in the Singapore Copyright Act as applicable to network service providers.

You agree not to use the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- a. Illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage or constitute an attack or "flaming" others, or criminal or civil liability under any applicable law in Singapore;
- b. Content or data that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy, including posting images about children or any third party without their consent (or a parent's consent in the case of a minor);
- c. Except as otherwise permitted by Intuit in writing, advertisements, solicitations, investment opportunities, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
- d. Virus, trojan horse, worm or other disruptive or harmful software or data; and
- e. Any information, software or Content which is not legally yours and may be protected by copyright or other proprietary right, or derivative works, without permission from the copyright owner or intellectual property rights owner.

6.2 Community forums. The Services may include a community forum to exchange information with other users of the Services and the public. Please use respect when you interact with other users. Intuit does not support and is not responsible for the accuracy of others' content in these community forums. Do not reveal information in the community forum that you do not want to make public. Users may post hypertext links to content hosted and maintained by third parties for which Intuit is not responsible.

6.3 Intuit may freely use feedback you provide. You agree that Intuit may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant Intuit a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free licence to use the feedback you provide to Intuit in any way.

6.4 Intuit may monitor your content from time to time. Intuit may, but has no obligation to, monitor content on the Services. We may disclose any information necessary or appropriate to satisfy our legal obligations, protect Intuit or its customers, or operate the Services properly. Intuit, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

7. ADDITIONAL TERMS YOU AGREE TO

7.1 Intuit does not give professional advice. Intuit is not in the business of providing legal, financial, accounting, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

7.2 We may tell you about other Intuit services. You may be offered other services, features, products, applications, online communities, or promotions provided by Intuit ("Intuit Services"). If you decide to use any of these Intuit Services, additional terms and conditions and separate fees may apply. You acknowledge that in accessing some Intuit Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, and sales among others, to the Internet. You grant Intuit permission to use information about your business and experience to help us to provide the Intuit Services to you, including updating and maintaining your data, addressing errors or service interruptions, and enhancing the types of data and services Intuit may provide to you in the future. You grant Intuit permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. We may use this data to improve services and to compare business practices with other company standards. We may use your data to create, market or promote new Intuit offerings to you and others. You also grant Intuit permission to share or publish summary results relating to research data and to distribute or licence such data to third parties.

7.3 We may tell you about third party products or services. Subject to the Intuit Privacy Statement, you may be offered products or services by third parties who are not affiliated with Intuit ("Third Party Products") or the Services may contain links to third party websites ("Third Party Sites") and you agree that Intuit can use your contact information, including name and address, for the purpose of offering these products to you. If you decide to use any Third Party Products or access any Third Party Sites, you are responsible for reviewing the third party's separate product terms, website terms and privacy policies. You agree that the third parties, and not Intuit, are responsible for their product's performance and the content on their websites. Intuit is not affiliated with these Third Party Products or Third Party Sites and has no liability for them.

7.4 Communications choices. Intuit may be required by law to send you communications about the Services or Third Party Products. You agree that Intuit may send these communications to you via email or by posting them on one of our sponsored websites. If you later decide that you do not want to receive future communications electronically, please review the Privacy statement provided on the Services website to review your communications choices.

7.5 You will track your passwords and accept updates. You are responsible for securely managing your password(s) for access to the Services. If you become aware of any unauthorized access to your Services account, theft or loss of your password you agree to contact Intuit or its vendor(s) as soon as possible. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve and enhance the features and performance of the Services. You agree to receive these updates automatically as part of the Services.

8. DISCLAIMER OF WARRANTIES

8.1 YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN SINGAPORE, INTUIT, ITS AFFILIATES, AND ITS THIRD PARTY SERVICE OR DATA PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY REFERRED TO AS, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. INTUIT AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

8.2 INTUIT AND ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES IS IN ACCORDANCE WITH LAW IN SINGAPORE.

9. LIMITATION OF LIABILITY AND INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF INTUIT, AND ITS AFFILIATES AND SUPPLIERS FOR ALL MATTERS OR CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, INTUIT AND ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET INTUIT SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF INTUIT AND ITS AFFILIATES AND VENDORS AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF INTUIT, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term of this Agreement. This clause does not affect any right or remedy of any person that exists or is available otherwise than pursuant to the Contract (Rights of Third Parties) Act (Cap. 53B)

You agree to indemnify and hold Intuit and its Affiliates, Vendors and Suppliers harmless from any and all claims, liability and expenses, including reasonable legal costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). Intuit reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Intuit in the defense of any Claims.

10. CHANGES TO THIS AGREEMENT OR THE SERVICES. We may change this Agreement from time to time, and the changes will be effective when posted on our website for the Services or when we notify you by other means. Please review the Agreement periodically on this website for changes. We have the right to change any of the terms of this Agreement upon reasonable notice to you. We may also change or discontinue the Services, in whole or in part, including but not limited to, the Internet based services, pricing, technical support options, and other product-related policies. Your continued use of the Services after Intuit posts or otherwise notifies you of any changes, indicates your agreement to the changes.

11. TERMINATION. Intuit may immediately and without notice terminate this Agreement or suspend the Services provided to you, if you fail to comply with these terms or if you no longer agree to receive electronic communications (see Section 7.4). Upon termination you must immediately stop using the Services. Any termination of this Agreement shall not affect Intuit's rights to any payments due to it. Intuit may terminate a free account at any time. Other requirements regarding termination or cancellation of the Services may apply based on the specific ordering terms for the Services provided to you. Sections 1.2, 5, 8 through 15 will survive and remain in effect even if the Agreement is terminated, cancelled or rescinded.

12. EXPORT RESTRICTIONS. You acknowledge that this website, the Services, and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. You agree that you will comply with these laws and regulations, and will not export or re-export the Services, or any part of the Services, in violation of these laws and regulations, directly or indirectly. You also agree not to provide access to any part of the Services to anyone who you have reason to know may use the Services in the development of nuclear, chemical, or biological weapons.

13. GOVERNING LAW AND JURISDICTION. The validity, construction and performance of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement will be construed and resolved under the laws of Singapore. The application to the Agreement of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of one arbitrator to be appointed by agreement between the parties and, if no agreement has been reached within twenty-one (21) days after a proposal as to the identity of the arbitrator is made by a party, then by the Chairman of SIAC. For the avoidance of doubt, this clause 13 shall not restrict either party's right to the courts for injunctive relief. The language of the arbitration shall be English.

Intuit does not represent that information on the website for the Services is appropriate or available for use in all countries. Intuit prohibits accessing materials from countries or states where contents are illegal. You are accessing this website on your own initiative and you are responsible for compliance with all applicable laws in Singapore.

14. LANGUAGE. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English.

15. GENERAL. This Agreement is the entire agreement between you and Intuit and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. This Agreement may be modified only by a written amendment signed by the parties or as provided in this Agreement in Section 10 above. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. You cannot assign or transfer ownership of this Agreement to anyone (except as expressly stated herein) without the prior written approval of Intuit. However, Intuit may assign or transfer it without your consent to (a) an Affiliate, (b) another company through a sale of assets by Intuit or (c) a successor by merger. Any assignment in violation of this Section shall be void.

January 28, 2011

B. ADDITIONAL TERMS AND CONDITIONS FOR THE SERVICES

Your use of the Services provided by Intuit are subject to the General Terms of Service above including these Additional Terms and Conditions which govern your use of the Services indicated below. These Additional Terms and Conditions shall prevail over any conflict or inconsistency with the General Terms of Service above.

QuickBooks Online Service Supplemental Agreement and Terms of Services

Thank you for selecting QuickBooks Online Service (the "QB Online Service"). This licence agreement in addition to the Intuit Terms of Service (the "Agreement") is a legal agreement between the User, a single legal entity identified in the registration process provided as part of the start-up process ("User", "you"), and Intuit Singapore Pte. Limited ("Intuit," "we", "our" or "us").

By checking "ACCEPT", User indicates that you have read and understood, and assents to be bound by, the terms of this Agreement. If the person checking "ACCEPT" is an individual working for User ("Agent"), such person is agreeing to the terms and conditions of this Agreement on behalf of User and represents and warrants to Intuit that he/she has full power and authority to enter into this Agreement on your behalf.

If User does not agree to the terms of the Agreement, User is not granted any rights whatsoever in the Services. If User is not willing to be bound by these terms and conditions, User should not check "ACCEPT", and may not access or otherwise use the QB Online Services.

1. SUBSCRIPTION. The QB Online Services is licenced on a monthly or yearly subscription basis, as selected by User or its agent.

2. PERMITTED DISCLOSURES AND USE OF DATA. You acknowledge and agree that in order to provide you with access to and use of the QB Online Services, Intuit may provide your Access Information and Account Data to (i) your employee or agent who is identified in the Registration Data as the current system administrator for the your account (the "Current Administrator"), and (ii) such other employee or agent who may be designated by you as a replacement administrator for the your account by following the procedures required by Intuit to effectuate such replacement, and (iii) any other person identified as an authorized user of the QB Online Service in the set-up process.

3. FINANCIAL INSTITUTION SERVICES.

3.1. General. In connection with your use of the QB Online Service and as part of the functionality of certain versions of the QB Online Service, you may have access to certain online services that may be made available by your financial institutions ("FI Services"), including online banking, online payment, online investment account download, online bill pay, and online trading. The QB Online Service is designed to allow you to access participating FI Services (if and to the extent provided by your financial institutions) to set up banking information, allow the QB Online Service to access your account(s), download transactions into the QB Online Service and otherwise aggregate information from your account(s) with your financial institutions. You acknowledge and agree that Intuit has no control over the FI Services or access to the FI Services by your financial institutions, does not guarantee that you will be able to use the QB Online Service with the FI Services, and will have no liability whatsoever for any actions or inactions on the part of the financial institutions resulting in your inability to use the QB Online Service to access your accounts, obtain data, download transactions, or otherwise use or access the FI Services.

3.2. Collection of Financial Institution Account Data. You acknowledge that in accessing the FI Services through the QB Online Service, your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, and the actual data in your account(s) with such financial institution(s) such as bank balances, credit card charges, debits and deposits (collectively, "FI Account Data"), may be collected, converted and stored in the QB Online Service depending upon your financial institution and type of account. You authorize Intuit, in conjunction with Intuit's operation and hosting of the QB Online Service, to (i) collect your FI Account Data, (ii) reformat and manipulate such FI Account Data, (iii) create and provide hypertext links to your financial institutions, (iv) access the financial institutions' websites using your FI Account Data, and (v) take such other actions as are reasonably necessary to perform the actions described in (i) through (iv). You hereby represents that you are the legal owner of your FI Account Data and that you have the authority to appoint, and hereby expressly do appoint, Intuit as your agent with limited power of attorney to access and retrieve your FI Account Data on your behalf. You further acknowledge that Intuit does not review your FI Account Data and agrees that Intuit is not responsible for its completeness or accuracy. Any transactions or informational activities performed at any financial institution's website are not made through the QB Online Service and Intuit assumes no responsibility for such transactions or activities. You are solely responsible for any charges associated with your financial institutions.

3.3. Information from Financial Institutions' Websites. You acknowledge and agree that (i) some financial institutions may not allow the QB Online Service to access the FI Services, (ii) financial institutions may make changes to their websites, with or without notice to us, that may affect overall performance of the QB Online Service and prevent or delay aggregation of information from such websites, and (iii) the QB Online Service "refreshes" the QuickBooks Account Data by collecting the FI Account Data automatically or manually (depending on your financial institution or any changes by you that may require an update, so your most recent transactions may not always be reflected in any account balances or other account information presented to you in the QB Online Service. If you see a discrepancy in QuickBooks Account Data, and in any case before making any transactions or decisions based on such account information presented in the QB Online Service, you should check the last refresh date for the account and confirm the Account Data and manually update such data as necessary.

4. QB ONLINE SERVICE USE, STORAGE AND ACCESS. Intuit shall have the right, in its sole discretion and with reasonable notice posted on the QuickBooks Online Service site and/or sent to you at the Current Administrator's email address provided in the Registration Data, to revise, update, or otherwise modify the QB Online Service and establish or change limits concerning use of the QB Online Service, temporarily or permanently, including but not limited to (i) the amount of storage space you have on the QB Online Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the QB Online Service in a given period of time. Intuit reserves the right to make any such changes effective immediately to maintain the security of the system or User Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the QB Online Service to which such changes relate. Your continued use of the QB Online Service will constitute your acceptance of and agreement to such changes. Intuit may, from time to time, perform maintenance upon the QB Online Service resulting in interrupted service, delays or errors in the QB Online Service. Intuit will attempt to provide prior notice of scheduled maintenance but cannot guarantee that such notice will be provided.

January 28, 2011