

BLOCK ADVISORS BUSINESS FORMATION TERMS OF USE

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1. **Introduction.**

- 1.1 This Block Advisors Business Formation Terms of Use Agreement (“Agreement”) is a contract between you and HRB Digital LLC (“HRB”). Whether capitalized or uncapitalized, in this Agreement, the terms “Block,” “we,” or “us” will reference HRB, and the terms “you” or “your” will reference you and any business using the Products and Services. This Agreement governs your use of Products and Services (defined in Section 15).
- 1.2 Be sure that you carefully read and fully understand this Agreement.
 - (A) You may use Block Advisors Business Formation Products and Services only if you agree to all the terms of the Agreement.
 - (B) You are considered to have agreed to all the terms of the Agreement if you proceed past any agreement acceptance screen during your use of Block Advisors Business Formation Products and Services or your use of any account tied to Block Advisors Business Formation Products and Services, or you otherwise access, copy, or use any Block Advisors Business Formation Products and Services.
 - (C) You do not have the right to access and use the Products and Services if you do not agree to the terms of this Agreement.
 - (D) Definitions of key terms are provided in Section 15 below.

1.3 **THIS AGREEMENT INCLUDES A MUTUAL BINDING ARBITRATION AGREEMENT IN SECTION 10 THAT REQUIRES RESOLUTION OF DISPUTES BY INDIVIDUAL ARBITRATION UNLESS YOU OPT-OUT AS PROVIDED IN SECTION 10.**

1.4 **THIS AGREEMENT INCLUDES YOUR CONSENT TO ELECTRONIC COMMUNICATIONS AS PROVIDED IN SECTION 11.**

2. **Products and Services.**

2.1 **No legal advice or services.** The Products and Services provide automated online tools that you can use to help meet your business formation needs. The Products and Services may provide general information regarding common legal issues you may encounter, but the information is not specifically tailored to you and should not be relied upon as the sole basis for making decisions about your particular situation. While we review your information for conspicuous errors (such as obvious spelling and grammatical errors), we do not provide you any legal advice or recommendations, review your information for legal sufficiency, or draw legal conclusions regarding your particular situation. **We are not an attorney or law firm and may not perform the services performed by an attorney or law firm. Our advice, products, and services are not a substitute for the advice or services of an attorney or law firm.**

2.2 **Application of laws and compliance.** We seek to provide the Products and Services in a manner that is accurate and consistent with applicable laws and legal requirements. But because the law can quickly change and evolve, we cannot guarantee that the Products and Services are completely current at all times. We cannot guarantee that your use of the Products and Services is appropriate for your particular situation or will result in your compliance with the law, including because the law is fact specific, may vary by state and jurisdiction, and may be subject to various interpretations in court. If you need legal advice relating to your particular situation or your compliance with applicable laws, you should consult an attorney. You are solely responsible for compliance with all applicable laws, regulations, statutes, ordinances, and governmental authority rules regarding your use of the Products and Services, including those related to your formation and ongoing maintenance of a business entity as well as those relating to data privacy, international communications and the transmission of personal data.

2.3 **No attorney-client relationship.** Your use of the Products and Services is not intended to and does not create an attorney-client relationship between us and you. You will be representing yourself in using the Products and Services.

2.4 **No financial advice or investment recommendations.** We do not provide financial advice or investment recommendations, and neither we nor our Products and Services are a substitute for such advice or recommendations. You should consult with your own financial and investment advisors where appropriate.

2.5 **Our use of third parties.**

(A) **Products and Services.** Products and Services may be fulfilled or serviced in whole or in part by third parties under a contract between us or our Affiliates and the third parties, including Swyft Filings LLC (such third parties and Swyft Filings LLC may be collectively referred to herein as "Third Party Servicers"). By using the Products and Services, you

acknowledge and agree to our use of Third Party Servicers for any Products and Services you may use or purchase, without any prior notice to you. We reserve the right to change Third Party Servicers at any time without notice to you or your consent.

- (B) **Third Party Products and Services.** For your convenience, certain products and services provided by third parties under third party brands (“Third Party Products and Services”) may be made available to you, including as part of Products and Services bundles or packages. We do not endorse, sponsor, or make any representations, warranties, or guarantees regarding any Third Party Products and Services. Your acceptance and use of Third Party Products and Services will be governed by separate agreements and policies between you and the third party, to which we are not a party. You acknowledge and agree that we are not responsible for any aspect of Third Party Products and Services, including any loss or liability arising from or relating to offers for, or your acceptance or use of, any Third Party Products and Services or your dealings with the third parties offering those products and services. We reserve the right to change or terminate access to any Third Party Products and Services at any time without notice to you or your consent.

3. Your Use of Products and Services.

3.1 **Your licensed and permitted use.** Block grants you a non-exclusive, non-transferrable, non-sublicenseable, and limited license to access and use the Products and Services for your individual personal and/or internal business purposes under the terms, conditions, and limitations set forth in this Agreement and upon payment of all applicable fees. Block reserves any and all rights not expressly granted to you in this Agreement.

3.2 **Conditions of use.**

- (A) **Minimum age.** You must be 18 years of age or older to use the Products and Services. You represent you are 18 years of age or older.
- (B) **Payment of applicable fee.** Your use of the Products and Services may require you to pay a fee. If your payments are processed using a third-party payment processor, such payments will be governed by the third-party payment processor’s terms of use and privacy policy.
- (C) **Authorization to Block.** By using the Products and Services, you are authorizing all steps necessary to fulfill your product and service orders, including the signing and filing of documents on your behalf, including with state and federal governmental entities.
- (D) **Permitted use.** You agree to use the Products and Services only for your individual personal and/or internal business purposes under the terms, conditions, and limitations set forth in this Agreement and upon payment of all applicable fees. To the extent you use the Products and Services for your internal business purposes, you represent and warrant through your purchase or use that you have the authority of your business for such purchase and use on its behalf and to include the business as a party to this Agreement. Thus, you and your business are responsible for all activity occurring on its behalf.

- (E) **Prohibited use.** You must not, directly or indirectly, use the Products and Services in a way that is a Prohibited Use (as defined in Section 15). We reserve the right to refuse any purchase or order you place for the Products and Services, including as a result of a Prohibited Use.
- (F) **Information Required for Fulfillment.** You are responsible for providing any information required for the Products and Services to be fulfilled. If Block becomes aware at any time that information provided by you is missing, inaccurate, or otherwise needs to be changed or supplemented in order for the Products and Services to be fulfilled, Block will make reasonable attempts to contact you so the matter may be resolved. You understand and acknowledge that Block is under no obligation to fulfill Products and Services if the matter is not resolved, including due to inaction on your part.

3.3 **Your account.** Access to certain features of the Products and Services you purchase may require you to create or activate a Block Advisors Business Formation account. You are responsible for all activities conducted under your account and are responsible for keeping confidential your account, username, password, and other sensitive information. You must take security precautions with at least reasonable and prudent care. You will notify us immediately of any unauthorized use of the Products and Services including use of your account, username, password, or any other security breach of which you are aware. We will have no liability to you for any unauthorized access or transaction made using your account, username, or password that occurs before you have notified us of possible unauthorized use or if we had no reasonable opportunity to act on that notice. If we suspect any unauthorized or fraudulent use, we may suspend or cancel your account, username, or password even without receiving notice from you or report such use to the authorities.

3.4 **Information you provide.** You represent and warrant that any information you submit in your purchase or use of the Products and Services is true, accurate, and complete and that you have the right to provide it to us. You agree not to submit false information such as name, email, address, or telephone number when purchasing or using the Products and Services, including in creating or activating your account to use the Products and Services. You acknowledge and agree that you are solely responsible for correctly inputting your information into the Products and Services and for verifying all outputs resulting from your use of the Products and Services. You understand that we are relying upon information provided by you (including information on source documents), and we do not independently verify information that you provide. If you provide, or we reasonably believe you have provided, information that is false, incorrect, incomplete, pornographic, or improper, we have the right to delete the information, suspend any of your accounts, and refuse all current or future use of the Products and Services.

3.5 **Your privacy.**

- (A) **Our Privacy Notice.** Your use of the Products and Services is subject to our Privacy Notice, available at <https://www.blockadvisors.com/privacy/>.
- (B) **Changes to our Privacy Notice.** Consistent with applicable law, we reserve the right to change the Privacy Notice at any time. If we make a material change to the Privacy Notice, we will post a notice on our website describing the change, or send you an electronic notification of the change.

- (C) **Our use of your information.** In addition to the rights and obligations set forth in our Privacy Notice, you grant us a worldwide, royalty-free, nonexclusive, and fully sublicensable license to use, distribute, reproduce, modify, publish and translate your information for the purpose of enabling your use of the Products and Services.

3.6 **User Content.**

- (A) **User Content.** Some Products and Services may provide you the opportunity to contribute User Content in User Areas. You will not provide any User Content that is a Prohibited Use or that violates any intellectual property right of any third party.
- (B) **License to User Content.** You grant Block a perpetual and royalty-free license to reproduce, use, store, and process your User Content throughout the world for any purpose without any compensation or remuneration to you. You acknowledge that Block may preserve and disclose User Content if required to do so by law or we believe in good faith that such preservation or disclosure is reasonably necessary to comply with legal process, enforce this Agreement, respond to a claim that User Content violates any third party's rights, or protect the right, property or personal safety of Block, any users of the Products and Services, and the public.
- (C) **No monitoring of User Content.** Block does not assume any obligation to review, screen, or approve the User Content. However, Block may, in its sole discretion, remove any User Content from a User Area at any time and for any or no reason

3.7 **Your export restrictions.** You will not export the Products and Services or other materials provided by us without obtaining Block's prior written consent.

3.8 **Unauthorized use of the Products and Services.** You are responsible for all use of the Products and Services and compliance with this Agreement. You have all responsibility and liability for any breach of this Agreement by you or any user under your account.

4. **Intellectual Property Rights.** The Products and Services, modifications, copyrights, patents, trade secrets, trademarks, and other intellectual property rights pertaining to any aspect of the Products and Services are exclusive property of Block and/or Third Party Servicers. You acquire no ownership interest, derivative work, or component of the Products and Services through your use of the Products and Services. You are not granted right, title, or interest to any trademark, service mark, logo, or trade name of Block under this Agreement.

5. **Your Access to Products and Services.**

5.1 **Cancelation or modification of Products and Services.** We reserve the right to change or discontinue any aspect of the Products and Services at any time, without notice to you or your consent, and for any reason; or cancel or terminate your use of the Products and Services if you violate this Agreement. We will not be liable to you or any third party for any modification or discontinuance of any aspect of the Products and Services.

5.2 **Technical difficulties.** We cannot always anticipate technical or other difficulties. These difficulties may result in loss of your data, personal settings, or other interruptions to the

Products and Services. We have no responsibility for the timeliness, deletion, mis-delivery, or failure to store any data, communications, or personal settings with the Products and Services.

6. **100% Satisfaction Guarantee.** We want you to be 100% satisfied with the Products and Services. If you feel there was a problem with any Products and Services you purchased, please contact us at 877-472-1095 and we will work with you to resolve the situation. If you are not satisfied with the Products and Services for any reason, you may request a refund (less a processing fee of up to 50% of the price paid) at any time within 60 days of the purchase of the product or service for which you are requesting a refund. We cannot refund you any amounts paid directly to a third-party, such as government or state filings fees for business formation, taxes, or amounts you paid for Third Party Products and Services. We reserve the right to keep a processing fee of up to 50% of the price paid. Refunds will be issued within a reasonable period of time following a timely made refund request and will be in the same form payment was received. You may lose access to the Products and Services for which you were refunded.

7. **Disclaimer of Warranties.**
 - 7.1 **General Disclaimer.** OTHER THAN THOSE EXPRESS WARRANTIES AND GUARANTEES SET FORTH IN THIS AGREEMENT, BLOCK, ITS AFFILIATES, FRANCHISEES, AND THIRD PARTY SERVICERS MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, REGARDING BLOCK ADVISORS BUSINESS FORMATION PRODUCTS AND SERVICES.

 - 7.2 **Disclaimer of implied warranty.** WITHOUT LIMITING THE PRECEDING SENTENCE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY IMPLIED WARRANTIES SUCH AS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM YOUR LICENSE AND USE OF BLOCK ADVISORS BUSINESS FORMATION PRODUCTS AND SERVICES.

 - 7.3 **Disclaimer of express warranty.** OTHER THAN EXPRESSLY PROVIDED IN THIS AGREEMENT, BLOCK, ITS AFFILIATES, FRANCHISEES, AND THIRD PARTY SERVICERS DO NOT WARRANT OR PROMISE TO YOU THAT: (1) BLOCK ADVISORS BUSINESS FORMATION PRODUCTS AND SERVICES WILL IDENTIFY THE APPROPRIATE DOCUMENTS FOR YOUR NEEDS; (2) BLOCK ADVISORS BUSINESS FORMATION PRODUCTS AND SERVICES WILL PROVIDE ANY PARTICULAR RESULT OR OUTCOME; (3) THE OPERATION OF BLOCK ADVISORS BUSINESS FORMATION PRODUCTS AND SERVICES WILL BE UNINTERRUPTED; OR (4) THE BLOCK ADVISORS BUSINESS FORMATION PRODUCTS AND SERVICES ARE FREE FROM BUGS OR ERRORS. OTHER THAN EXPRESSLY PROVIDED IN THIS AGREEMENT, BLOCK, ITS AFFILIATES, FRANCHISEES, AND THIRD PARTY SERVICERS MAKE NO OTHER PROMISES TO YOU ABOUT THE PERFORMANCE, ACCURACY, OR RELIABILITY OF BLOCK ADVISORS BUSINESS FORMATION PRODUCTS AND SERVICES OR THEIR ABILITY TO MEET YOUR REQUIREMENTS.

 - 7.4 **States excluded.** SOME STATES, INCLUDING NEW JERSEY, DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES. IF YOU LIVE IN ONE OF THESE STATES, THE LIMITATIONS IN THIS SECTION 7 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 PURCHASED BLOCK ADVISORS BUSINESS FORMATION PRODUCTS AND SERVICES.

8. **Limitations on Liability and Damages.**

8.1 **Exclusive remedy.** YOUR EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF BLOCK, ITS AFFILIATES, FRANCHISEES, AND THIRD PARTY SERVICERS WITH RESPECT TO YOUR USE OF BLOCK ADVISORS BUSINESS FORMATION PRODUCTS AND SERVICES WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR BLOCK ADVISORS BUSINESS FORMATION PRODUCTS AND SERVICES. IN NO EVENT WILL BLOCK, ITS AFFILIATES, FRANCHISEES, OR THIRD PARTY SERVICERS BE LIABLE TO YOU, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, FOR ANY LIABILITIES OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST DATA, LOST PROFITS OR BUSINESS, LOSS OF USE, OR FOR ANY CLAIM OR DEMAND AGAINST YOU BY ANY OTHER PARTY, EVEN IF BLOCK, ITS AFFILIATES, FRANCHISEES OR THIRD PARTY SERVICERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 **No additional liability.** YOU AGREE THAT BLOCK, ITS AFFILIATES, FRANCHISEES, AND THIRD PARTY SERVICERS WILL NOT AT ANY TIME HAVE ANY ADDITIONAL LIABILITY FOR ANY CLAIM, CAUSE OF ACTION OR INJURY THAT YOU OR ANY OTHER PERSON MAY HAVE AS A RESULT OF: (1) YOUR USE OF, OR INABILITY TO USE, THE PRODUCTS AND SERVICES; (2) YOUR USE OF ANY DOCUMENTS GENERATED OR FILED BY THE PRODUCTS AND SERVICES; (3) YOUR RETENTION OF, OR YOUR FAILURE TO CONSULT OR RETAIN, AN ATTORNEY OR OTHER COMPETENT PROFESSIONAL (SUCH AS FINANCIAL AND INVESTMENT ADVISORS) WITH RESPECT TO YOUR USE OF THE PRODUCTS AND SERVICES OR ANY CONTRACT, DOCUMENT OR LEGAL MATTER; (4) CONNECTION OR TOLL CHARGES FOR USING THE PRODUCTS AND SERVICES OR OBTAINING UPDATES FOR THE PRODUCTS AND SERVICES; OR (5) ANY FEES, COSTS OR EXPENSES ARISING OUT OF TROUBLESHOOTING OR TECHNICAL SUPPORT FOR THE PRODUCTS AND SERVICES.

8.3 **States excluded.** SOME STATES, INCLUDING NEW JERSEY, DO NOT ALLOW OR OTHERWISE RESTRICT EXCLUSIONS OR LIMITATIONS ON DAMAGES, INCLUDING ON INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF YOU LIVE IN ONE OF THESE STATES, THE LIMITATIONS OR EXCLUSION IN THIS SECTION 8 WILL ONLY APPLY TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW.

8.4 **Essential purpose of this agreement.** You agree that the essential purposes of this Agreement may be fulfilled even with these limitations on liabilities. You acknowledge that Block would not be able to offer the Products and Services on an economical basis without these limitations.

9. **Indemnification.** You agree to defend and hold harmless Block, its Affiliates, Franchisees, Third Party Servicers and their respective current and former successors, assigns, officers, directors, representatives, employees, and agents from and against any and all claims, suits, settlements, losses, liabilities, penalties, damages (including incidental and consequential damages), costs, and expenses (including reasonable attorneys' fees and expenses) resulting from or arising out of your breach of this Agreement or your User Content.

10. **ARBITRATION IF A DISPUTE ARISES ("Arbitration Agreement").**

10.1 **Scope of Arbitration Agreement.** You and the Block Parties agree that all disputes and claims between you and the Block Parties shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. However, to the fullest extent permitted by applicable law, either you or the Block Parties may elect that

an individual claim be decided in small claims court, as long as it is brought and maintained as an individualized claim and is not removed or appealed to a court of general jurisdiction. All issues are for the arbitrator to decide, except that issues relating to the arbitrability of disputes and the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of and compliance with Sections 10.2, 10.4, and 10.6 below, shall be decided by a court and not an arbitrator. The terms “**Block Parties**” or “we” or “us” in this Arbitration Agreement include HRB and any Third Party Servicers as defined in Section 2.5(A) above, along with their predecessors, successors, and assigns, and each of the past, present, and future direct or indirect parents, subsidiaries, and affiliates, officers, directors, agents, employees, and franchisees of any of them.

Arbitration Opt Out: You may opt out of this Arbitration Agreement within 30 days after you accept this Agreement by sending an email to arbitrationoptouts@hrblock.com or a signed letter to Arbitration Opt Out, P.O. Box 32818, Kansas City, MO 64171. The email or letter should include your printed name, address, the first five digits of your Social Security Number, and the words “Reject Arbitration.” If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

10.2 Commencing arbitration. You or we may commence an arbitration proceeding only if you and we do not reach an agreement to resolve the dispute or claim during the Informal Resolution Period (defined below).

- (A) **Pre-arbitration notice of dispute.** A party who intends to seek arbitration must first mail a written Notice of Dispute (“Notice”) to the other party. The Notice to the Block Parties should be addressed to: Block Advisors-Legal Department, Attention: Business Formation Notice of Dispute, One H&R Block Way, Kansas City, MO 64105. The Notice to you will be sent to the last known address on file with Block. The Notice must be on an individual basis and include all of the following: (1) the claimant’s name, address, telephone number, and e-mail address; (2) the nature or basis of the dispute or claim; (3) the specific relief sought; and (4) the claimant’s signature.

- (B) **Informal Settlement Conference.** After the Notice containing all of the information required above is received, within 60 days either party may request an individualized discussion (by telephone or videoconference) regarding informal resolution of the dispute (“Informal Settlement Conference”). If timely requested, the parties will work together in good faith to select a mutually agreeable time for the Informal Settlement Conference. You and our business representative must both personally participate in a good-faith effort to settle the dispute without the need to proceed with arbitration. The requirement of personal participation in an Informal Settlement Conference may be waived only if both you and we agree in writing. Any counsel representing you or us may also participate; however, if you have retained counsel, a signed statement is required by law to authorize the Block Parties to disclose your confidential tax and account records to your counsel. Any applicable statute of limitations for the claims and relief set forth in the Notice will be tolled during the period between the date that either you or we send the other a fully complete Notice, until the later of (1) 60 days after receipt of the Notice; or (2) if a Settlement Conference is timely requested, 30 days after completion of the Settlement Conference (the “Informal Resolution Period”). The parties agree that the existence or substance of any

settlement discussions are confidential and shall not be disclosed, except as provided by applicable law.

- (C) **Enforcement of pre-arbitration requirements.** The Notice and Informal Settlement Conference requirements are essential so that you and we have a meaningful chance to resolve disputes informally before proceeding to arbitration. A court will have authority to enforce this Section 10.2, including the power to enjoin the filing or prosecution of an arbitration or the assessment of or demand for payment of fees in connection with an arbitration, if you or we do not first provide a fully complete Notice and participate in a timely requested Informal Settlement Conference. In addition, unless prohibited by applicable law, the arbitration administrator shall not accept, assess or demand fees for, or administer an arbitration commenced during the Informal Resolution Period.

10.3 How arbitration works. Arbitration 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 AAA’s website www.adr.org. If AAA is unavailable or unwilling to administer the arbitration consistent with this Arbitration Agreement, the parties shall agree to, or the court shall select, another arbitration provider. Unless the parties agree otherwise, any arbitration hearing shall take place in the county of your residence. The arbitrator will be either a retired judge or an attorney specifically licensed to practice law in the state of your residence and selected by the parties from the arbitration provider’s national roster of arbitrators. The arbitrator will be selected using the following procedure: (1) the arbitration provider will send the parties a list of five candidates meeting this criteria; (2) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the arbitration provider within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (3) the arbitration provider shall appoint as arbitrator the candidate with the highest aggregate ranking; and (4) if for any reason the appointment cannot be made according to this procedure, the arbitration provider will provide the parties a new list of five candidates meeting the above criteria until an appointment can be made.

10.4 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, the arbitrator’s rulings or any relief granted must be individualized to you and shall not apply to or 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 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 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, after exhaustion of all appeals, a court decides that applicable law precludes enforcement of any of this section’s limitations as to a particular claim or any particular request for a remedy for a claim (such as a request for public injunctive relief), then the parties agree that the particular claim or the particular request for a remedy (and only that particular claim or particular request for a remedy) must remain in court and be severed from any arbitration. No arbitration shall

proceed in any manner as a class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, unless all parties consent in writing.

10.5 Arbitration costs. Payment of all filing, administrative, case-management, arbitrator, and hearing fees will be governed by AAA Rules, but if you inform us that you cannot afford to pay your share of the fees, we will consider advancing those fees on your behalf and will do so if required by applicable law. In addition, we will reimburse you for your share of the fees at the conclusion of the arbitration (regardless of who wins) so long as (i) you complied with the notice of dispute requirements in Sections 10.2 and 10.4 above and Section 10.6 below, and (ii) neither the substance of your claim nor the relief you sought was determined to be frivolous or brought for an improper purpose as measured by the standards set forth in Federal Rule of Civil Procedure 11(b); otherwise, the payment of fees will be governed by AAA Rules and you agree to reimburse the Block Parties for all fees advanced on your behalf.

10.6 Arbitration of similar claims. If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (regardless of whether the cases are submitted simultaneously), all of the cases must be resolved in arbitration in stages using staged bellwether proceedings if they are not resolved during the Informal Resolution Period. You agree to this process even though it may delay the arbitration of your claim. In the first stage, each side shall select 10 cases (20 cases total) to be filed in arbitration and resolved individually by different arbitrators, with each case assigned to an arbitrator from the claimant's home state. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, assess or demand fees for, or administer arbitrations that are commenced in violation of this Section 10.6. The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible, consistent with principles of fundamental fairness. If the remaining cases are unable to be resolved after the conclusion of the first stage bellwether proceeding, each side shall select up to another 10 cases (20 cases total) to be filed in arbitration and resolved individually in accordance with this Arbitration Agreement. During this second stage, no other cases may be filed in arbitration. If any claims remain after the second stage, the process will be repeated until all claims are resolved through settlement or arbitration, with two alterations. First, a total of 50 cases may be filed each round (unless a higher number of cases is mutually agreed upon in writing). Second, arbitrators who were assigned cases in previous rounds may be appointed to new cases. If this Section 10.6 applies to a Notice, the statute of limitations applicable to the claims and relief set forth in that Notice shall be tolled from the beginning date of the Informal Resolution Period until that Notice is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have authority to enforce this Section 10.6, including to enjoin the filing, assessing or demanding fees for, administration of, or prosecution of arbitrations.

10.7 Other terms. 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 in Section 10.4, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. Notwithstanding any provision in this Agreement to the contrary, we will not make any material change to this Arbitration Agreement without providing you with an opportunity to reject that change by following the directions in the notice of changes. Rejection of any future change will not impact this or any other arbitration agreement between you and the Block Parties. No arbitration award or decision will have any preclusive effect as to any issues or claims

in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration, unless and except as required by applicable law.

11. **Consent to Electronic Communications.** This consent to electronic communications provides important information required by the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and your consent to electronic delivery of any Communications relating to your use of the Products and Services or your relationship with us.

11.1 **Scope of consent.** You agree that any Communication we provide you may be in electronic form, and that all Communications in electronic format from us to you will be considered “in writing.” Your consent to receive Communications electronically applies to all Communications relating to your use of the Products and Services or your relationship with us. You also agree that Block does not need to provide you with an additional paper (non-electronic) copy of the Communications unless specifically requested as described below. You should print or download for your records a copy of this Agreement and any other Communication that is important to you. This consent does not require us to deliver Communications electronically, and we may provide paper copies of Communications at our discretion.

11.2 **Method of delivery.** We may provide electronic Communications to you in at least one of the following methods:

- (A) via e-mail at the e-mail address you provided to us;
- (B) by access to a designated area of one of our websites; or
- (C) during your use of our systems including, without limitation, via a screen or page within the Products and Services, one of our websites or your account, or via a link from within the Products and Services to a web page containing the Communications.

11.3 **Hardware and software requirements.** To access Communications, you must have the following:

- (A) a Current Version (defined below) of Internet Explorer, Chrome, Safari, or Firefox;
- (B) an internet connection;
- (C) an email account and related software for accessing the email account;
- (D) a Current Version of a program that accurately reads and displays PDF files; and
- (E) a device with an operating system capable of supporting all the above. You will need a printer if you wish to print and retain paper records or electronic storage if you wish to retain records in electronic form.
- (F) “Current Version” means a version of the software that is currently being supported by its publisher.

11.4 Obtaining paper copies. You have the right to receive a paper copy of Communications. You may request paper copies of Communications by calling 877-472-1095. We must receive your request within a reasonable time after we first provided the Communication to you.

11.5 Withdrawing consent and updating information.

- (A) **Withdraw consent or update information.** If you want to withdraw your consent to receive Communications electronically or your e-mail address changes, you must notify H&R Block by sending an email to info@incorporate.hrblock.com or a letter to the following address: Block Advisors-Legal Department, Attention: Business Formation ECC Withdrawal, One H&R Block Way, Kansas City, MO 64105. Please provide your physical address, e-mail address, and phone number to request the change. If you fail to notify Block of a change in e-mail address, any communications sent via e-mail will be deemed to have been provided or made available to you in electronic form.
- (B) **Result of withdrawing consent.** If you choose to withdraw your consent to receive Communications electronically, then you may be unable to access certain features or functionality of the Products and Services. In some cases, your decision to withdraw your consent to receive Communications electronically may impede the functionality and features of the Products and Services to an extent that Block terminates your license to use the Products and Services. You acknowledge that some notices may be “one-time” notices for which your consent may not practically be withdrawn after receiving the initial electronic notice.

12. **SMS Text Messages.** You can receive different types of text messages from us, including for the status of orders and promotional offers. If you agree to receive text messages from us, you agree to and understand the following:

- (A) Your wireless service carrier’s standard text message and data rates may apply.
- (B) You agree that we may communicate with you by automated SMS, MMS, text message or other electronic means to your mobile device.
- (C) Message frequency varies.
- (D) In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information.
- (E) We may send you a message to confirm your choice to receive text messages.
- (F) You can cancel text messaging at any time by replying “STOP” to the most recent text message you received.
 - (1) If you have agreed to receive multiple types of text messages, you will need to cancel each message type separately.
 - (2) We will send you a text message to confirm you have been unsubscribed.
- (G) Reply “HELP” for instructions and how to unsubscribe.

(1) This may not be available for some message types.

13. **Termination of this Agreement.** Without prejudice to any other rights, Block may immediately terminate this Agreement if you fail to comply with these terms and conditions. Upon termination of this Agreement, you must immediately stop use and access to the Products and Services. All provisions of this Agreement that are intended to survive or that must survive in order to give effect to its meaning (including, but not limited to, the provisions of Sections 4, 7, 8, 9, 10, and 14) will survive the termination or expiration of this Agreement.

14. **Other.**

14.1 **Governing law.** Except as otherwise provided in the Arbitration Agreement, this Agreement is governed by, interpreted, construed, and enforced in accordance with the law of the state where you accepted this Agreement except to the extent inconsistent with or preempted by federal law.

14.2 **Entire agreement.** Except as otherwise provided in the Arbitration Agreement, this Agreement is the entire and exclusive agreement between the parties with respect to the Products and Services, defined in Section 15 below and it supersedes all previous communications, representations, or agreements, either oral or written, between them. A representation or statement of any kind made by any representative of Block and not included in this Agreement, is not binding on Block.

14.3 **Amendments.** We have the sole discretion to change the terms of this Agreement or make changes related to any aspect of the Products and Services, except as otherwise provided in this Agreement. If this occurs, we will provide notice to you via any means we consider reasonable including, without limitation, e-mail, posting on our website, or updates to the Products and Services. After we provide notice, continued use of the Products and Services constitutes your acceptance of the changes and the Agreement (as amended).

14.4 **Waiver.** No waiver of any provision or condition herein is valid unless in writing and signed by you and an authorized representative of us. Our failure to insist on or enforce strict performance of any provision of this Agreement or any right is not to be construed as a waiver of any provision or right.

14.5 **Severability.** Except as provided in the Arbitration Agreement, any provision of this Agreement determined to be illegal or unenforceable is automatically reformed and construed to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent; the invalidity of any part of this Agreement will not render invalid the remainder of this Agreement.

14.6 **Notices.** Except as otherwise indicated, any notices under this Agreement to us must be personally delivered or sent by certified or registered mail, return receipt requested, or by U.S. Postal Service express mail, to HRB Digital LLC, Attn: Block Advisors Business Formation, One H&R Block Way, Kansas City, Missouri 64105 or to such other address as Block specifies in writing. Notices will be effective upon receipt that may be shown by confirmation of delivery.

14.7 **Block and its Affiliates.** All references in this Agreement to Block and its Affiliates, where the context permits, includes Block's and its Affiliates' respective directors, officers, employees, contractors and agents.

14.8 **Agreement headings.** The headings contained herein are for the convenience of the parties only and are not to be used to interpret or construe any of the terms of this Agreement.

14.9 **Third Party beneficiaries and assignment.** Block's respective licensors, suppliers, franchisees, and Affiliates are considered to be third party beneficiaries of this Agreement solely to the extent necessary for them to enforce any protections afforded them by this Agreement, except as otherwise provided in this Agreement. All rights and benefits of this Agreement from Block are intended solely for the original purchaser of the Products and Services. You must not assign, delegate or otherwise transfer this Agreement or any of your rights under this Agreement. Block may assign this Agreement in its sole discretion and will use reasonable efforts to notify you of an assignment. The remedies and all other rights and benefits provided under this Agreement are personal to the original purchaser of the Products and Services from Block or from its authorized reseller and such rights and benefits must not be assigned or otherwise transferred to any other party. This Agreement inures to the benefit of Block and its respective permitted successors and assigns.

15. **Definitions.**

15.1 **"Communications"** means all notices, disclosures (including those required by law), agreements, fee schedules, records, documents, or other information we provide to you or that you sign or agree to relating to your use of the Products and Services or your relationship with us.

15.2 **"Franchisees"** means any independently owned and operated franchisees of Block or its Affiliates.

15.3 **"Affiliates"** includes any entities that directly or indirectly control, are controlled by, or are under common control with HRB.

15.4 **"Products and Services"** means the business formation, business filing, and related products and services offered and/or delivered by us or our Affiliates, including through the use of Third Party Servicers, and made available through www.blockadvisors.com/incorporate, as described in this Agreement.

15.5 **"Prohibited Use"** includes any of the following activities when using the Products and Services:

- (1) re-distribute, sell, rent, loan, or otherwise transfer the Products and Services or any rights or benefits in the Products and Services to any other person or entity;
- (2) share your username or password with any third party;
- (3) use the Products and Services in any unintended manner;
- (4) use the Products and Services for the benefit of any third parties;

- (5) make the Products and Services available on a file-sharing service, application service provider, outsourcing basis, or service bureau basis;
- (6) use the Products and Services to provide services for third parties, including but not limited to consulting services, and preparation of any documents using the Products and Services for a third party;
- (7) duplicate the Products and Services by any means;
- (8) remove any proprietary notice, labels, or marks on the Products and Services, documentation, advice related to the Products and Services, or any work product generated from your use of the Products and Services;
- (9) derive or attempt to derive the source code of the Products and Services;
- (10) disable or circumvent any access control or related device, process, or procedure established with respect to the Products and Services;
- (11) disassemble, modify, or reverse engineer the Products and Services;
- (12) seek to derive the source code from any executable object code provided to you;
- (13) modify, translate, or otherwise create derivative works based on any part of the Products and Services;
- (14) use the Products and Services in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Products and Services;
- (15) upload, post, transmit, share, store, or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable;
- (16) upload, post, transmit, share, or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (17) upload, post, transmit, share, or otherwise make available any material that contains software viruses or any other code, files, or programs designed to interrupt, destroy, or limit the functionality of any software or hardware or telecommunications equipment; and
- (18) upload, post, transmit, share, store, or otherwise make available content that would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law.

15.6 **“User Content”** means any ideas, comments, questions, feedback, survey responses, testimonials, or other content you provide in User Areas.

15.7 **“User Areas”** means blogs, message boards, chat rooms, e-mail, surveys, questionnaires, reviews, and other features of the Products and Services that may be offered from time to time and are operated by Block or a third party on our behalf.