

# Intuit Terms of Service for Intuit Developer Services

Last revised September, 2019. Summary of changes:

- Section A: GENERAL TERMS
  - Subsection: 5.1: California Consumer Privacy Act

July 2019 summary of changes:

- Section B: ADDITIONAL TERMS AND CONDITIONS FOR THE INTUIT DEVELOPER SERVICE
  - Subsection: 5 PROTECTED INFORMATION
  - Subsection 5.2: Notification of Security Breach.
  - Subsection 5.4: Records, Assessments, Audits, Inquiries
  - Subsection 7.1: Intuit Marks

Thank you for selecting the Services offered by Intuit Inc. and/or its subsidiaries and affiliates (referred to as “Intuit”, “we”, “our”, or “us”). Review these Terms of Service (“Agreement”) thoroughly. This Agreement is a legal agreement between you and Intuit. By clicking “I Agree,” indicating acceptance electronically, or by, installing, accessing or using the Services, you agree to this Agreement. If you do not agree to this Agreement, then you may not use the Services.

This document consists of the following sections:

## [A. GENERAL TERMS](#)

## [B. ADDITIONAL TERMS AND CONDITIONS FOR THE INTUIT DEVELOPER SERVICE](#)

## [C. EXHIBITS: ADDITIONAL TERMS AND CONDITIONS FOR OPTIONAL INTUIT DEVELOPER SERVICE](#)

### A. GENERAL TERMS

#### 1. AGREEMENT

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

- Intuit’s Privacy Statement provided to you in the Services and available on the website for the Services or provided to you otherwise.
- Additional terms and conditions, which may include those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, etc.

#### 2. YOUR RIGHTS TO USE THE SERVICES

##### 2.1 Usage is nontransferable.

The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by Intuit. Intuit reserves all other rights in the

Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, Intuit grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.

## 2.2 Third party use not permitted.

You agree not to use, nor permit any third party to use, the Services in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give any part of the Services to any third party.
- Reproduce, modify, copy, sell, trade, lease, rent or resell the Services.
- Decompile, disassemble, or reverse engineer the Services.
- Make the Services available on any file-sharing or application hosting service.

## 3. PAYMENT

For Services offered on a payment or subscription basis, the following terms apply, unless Intuit or its third-party affiliate 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:

1. Payments will be billed to you in U.S. dollars, and your account will be debited when you subscribe and provide your payment information unless stated otherwise in the program ordering or payment terms on the website for the Services.
  2. You must pay with one of the following:
    1. A valid credit card acceptable to Intuit;
    2. A valid debit card acceptable to Intuit;
    3. Sufficient funds in a checking or savings account to cover an electronic debit of the payment due; or
    4. By another payment option Intuit provides to you in writing.
  3. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.
  4. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of the Services, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
  5. Intuit will automatically renew your monthly, quarterly, or annual Services at the then-current rates unless the Services subscription is cancelled or terminated under this Agreement.
1. Additional cancellation or renewal terms may be provided to you on the website for the Services.

## 4. USE WITH YOUR MOBILE DEVICE

Use of these Services may be available through a compatible mobile device, Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates, and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

INTUIT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

1. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
2. ANY LOSS, DAMAGE OR SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
3. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

## 5. YOUR PERSONAL INFORMATION

You can view Intuit's Privacy Statement provided with the Services and on the website for the Services. You agree to the applicable Intuit Privacy Statement and any changes published by Intuit. You agree that Intuit may use and maintain your data according to the Intuit Privacy Statement, as part of the Services. This means that Intuit may use your data to improve the Services or to design promotions and to develop new products or services. Intuit is a global company and may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

### 5.1 California Consumer Privacy Act

For the purposes of the California Consumer Privacy Act ("CCPA"), Intuit shall be considered a Business and/or Third Party, as applicable. Where Intuit acts as a Third Party, you represent, warrant and covenant that all Personal Information provided or otherwise made available to Intuit is done so in compliance with applicable law, and that it has provided all necessary and appropriate notices and opt-outs, and otherwise has all necessary and appropriate rights, to enable Intuit to (i) share any and all Personal Information you provided with any Intuit company, including Intuit Inc. and any parent, subsidiary, affiliate, or related company of Intuit Inc. (collectively, the "Intuit Family Companies"), and (ii) use any such Personal Information in connection with any and all Intuit Family Companies' internal operations and functions, including, but not limited to, improving such Intuit Family Companies' products and/or services, operational analytics and reporting, internal financial reporting and analysis, audit functions and archival purposes. Notwithstanding the foregoing, the parties agree that the sharing of Personal Information between Intuit Family Companies does not constitute a "sale" of such Personal Information under the CCPA. Capitalized terms in this paragraph have the meanings given those terms under the CCPA.

## 6. CONTENT

### 6.1 You are responsible for your content.

a. Content includes any data, information, materials, text, graphics, images, music, software, audio, video, works of authorship of any kind, that are uploaded, transmitted, posted, generated, stored or otherwise made available through the Services ("Content"), which will include without limitation any Content that account holders (including you) provide through your use of the Services. By making your Content available through your use of the Services, you grant Intuit a worldwide, royalty-free, non-exclusive license to host and use your Content. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. Intuit is not responsible for any of your Content that you submit through the Services.

2. You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in, promote or transmit any of the following:
  1. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that is excessively violent, incites or threatens violence, encourages "flaming" others or criminal or civil liability under any local, state, federal or foreign law;

2. Content that would impersonate someone else or falsely represent your identity or qualifications, or that may constitute a breach of any individual's privacy; is illegally unfair or deceptive, or creates a safety or health risk to an individual or the public;
3. Except as permitted by Intuit in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or spamming or flooding;
4. Virus, Trojan horse, worm or other disruptive or harmful software or data; and
5. Any Content that you do not own or have the right to use without permission from the intellectual property rights owners thereof.

## 6.2 Restricted Use of the Services

You shall not, and shall not permit any users of the Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of Intuit or could subject Intuit to liability to third parties, including: (i) unauthorized access, monitoring, interference with, or use of the Services or third party accounts, data, computers, systems or networks; (ii) interference with others' use of the Services or any system or network, including mail bombing, broadcast or denial of service attacks; (iii) unauthorized collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting; (iv) viewing or other use of any Content that, in Intuit's opinion, is prohibited under this Agreement; (v) any other activity that places Intuit in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or (vi) attempting to probe, scan, penetrate or test the vulnerability of an Intuit system or network or to breach Intuit's security or authentication measures, whether by passive or intrusive techniques. Intuit reserves the right to not authorize and may terminate your use of the Services based on reasonable suspicion of your activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.

## 6.3 Community forums.

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

## 6.4 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 license to use the feedback you provide to Intuit in any way.

## 6.5 Intuit may monitor your content.

Intuit may, but has no obligation to, monitor access to or use of the Services or Content or to review or edit any Content for the purpose of operating the Services, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. We may disclose any information necessary 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, or disable any Content, in whole or in part, that is alleged to be, or that we consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

## 7. ADDITIONAL TERMS

## 7.1 Intuit does not give professional advice.

Unless specifically included with the Services, Intuit is not in the business of providing legal, financial, accounting, tax, 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, products, or promotions by Intuit (“Intuit Services”). Additional terms and conditions and fees may apply. With some Intuit Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant Intuit permission to use information about your business and experience to help us to provide the Intuit Services (including other products and services you might be interested in), to develop new products and services, and to enhance the Services.

## 7.3 Communications.

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 our websites

## 7.4 You will manage your passwords and accept updates.

You are responsible for securely managing your password(s) for the Services and to contact Intuit if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

# 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, INTUIT, ITS AFFILIATES, AND ITS AND THEIR THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, “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 OF 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, 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.

## 9. LIMITATION OF LIABILITY AND INDEMNITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF INTUIT, ITS AFFILIATES AND SUPPLIERS FOR ALL 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, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, 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 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.

You agree to indemnify and hold Intuit and its Affiliates and Suppliers harmless from any and all claims, liability, and expenses, including reasonable attorneys' fees and 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

We reserve the right to modify this Agreement, in our sole discretion, at any time, and the modifications will be effective when posted through the Services or on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. It is important that you review this Agreement whenever we modify it because your continued use of the Services indicates your agreement to the modifications.

## 11. TERMINATION

Intuit may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the Services, related or other Services, effective immediately, in whole or in part, if we determine that your use of the Services violates the Agreement, is improper or substantially exceeds or differs from normal use by other users, raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues, to protect the integrity or availability of the Services or systems and comply with applicable Intuit policy, if you no longer agree to receive electronic communications, or if your use of the Services conflicts with Intuit's interests or those of another user of the Services. Upon Intuit notice that your use of the Services has been terminated you must immediately stop using the Services and any outstanding payments will become due. 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. Sections 2.2, 3 through 15 will survive and remain in effect even if the Agreement is terminated.

## 12. EXPORT RESTRICTIONS

You acknowledge that the Services, its related website, online services, and other Intuit Services, including the mobile application, delivered by Intuit are subject to restrictions under applicable US export control laws, including US trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with US laws. You agree that you will comply with these laws and regulations and will

not export, re-export, import or otherwise make available products and/or technical data in violation of these laws and regulations, directly or indirectly.

### 13. GOVERNING LAW

California state law governs this Agreement without regard to its conflicts of laws provisions.

### 14. DISPUTES

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply California law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND INTUIT ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

To begin an arbitration proceeding, send a letter requesting arbitration and describing your claim to Intuit Inc., in care of our registered agent Corporation Service Company, 2711 Centerville Road, Wilmington, DE 19808. Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules, but if you are unable to pay any of them, Intuit will pay them for you. In addition, Intuit will reimburse all such fees and costs for claims totaling less than \$75,000 unless the arbitrator determines the claims are frivolous. Likewise, Intuit will not seek its attorneys' fees or costs in arbitration unless the arbitrator determines your claims or defenses are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section 14 shall survive expiration, termination or rescission of this Agreement.

### 15. GENERAL

This Agreement, including the Additional Terms below, is the entire agreement between you and Intuit regarding its subject matter and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. 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. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You may not assign or transfer this Agreement to anyone without written approval of Intuit. However, Intuit may assign or transfer this Agreement without your consent to (a) an affiliate, (b) a company through a sale of assets by Intuit or (c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact Intuit via an email to: [transfer\\_license@intuit.com](mailto:transfer_license@intuit.com).

**July 2016**

### B. ADDITIONAL TERMS AND CONDITIONS FOR THE INTUIT DEVELOPER SERVICES

**These Additional Terms and Conditions shall prevail over any conflict or inconsistency with the General Terms of Service above.**

**USE LIMITATIONS. IMPORTANT NOTICE. IF YOU ARE USING THE INTUIT DEVELOPER SERVICES, THE FOLLOWING TERMS APPLY TO YOU IN ADDITION TO THE TERMS OF SERVICE ABOVE. Capitalized terms not otherwise defined below have the meanings provided in the Terms of Service Agreement.**

## 1. TERRITORY

You understand that your use of the Services and any distribution of an application, platform or service developed, owned, distributed or made accessible by you as a developer (“Developer Application(s)”) shall be limited solely to authorized countries identified in the applicable Exhibit for your particular application (the “Territory”).

## 2. SERVICES

Subject to the terms of this Agreement, Intuit grants you a limited, royalty-free, non- assignable, non-transferrable, revocable, personal and non-exclusive license to use and reproduce elements of the Intuit SDK and the Services solely to develop or test your Developer Applications. Intuit provides the following to developers under the Services:

### 2.1 Intuit SDK.

The Intuit SDK is collectively comprised of the QuickBooks Desktop SDK and the QuickBooks Online SDK, with the applicable licensing terms as further specified below:

a. QuickBooks Desktop SDK (a/k/a the QBXML SDK). It means the QBXML Software Development Kit and any associated developer documentation, tools, software code, modules, libraries, APIs, sample data, test accounts, toolkits or other materials made available by Intuit (collectively the “QBXML SDK”). You agree that you will not (and will not permit any third party to) directly or indirectly: (a) distribute, sell, lease, rent, lend, or sublicense any part of the QBXML SDK to any third party except as permitted herein; (b) modify, create derivative works of, reverse engineer, decrypt, decompile, decode, disassemble, or otherwise attempt to obtain the human readable form of the QBXML SDK; (c) conduct benchmark testing using all or any portion of the QBXML SDK; (d) remove or destroy any copyright notices, proprietary markings or confidential legends placed upon or contained within the QBXML SDK; and (e) engage in any activity with the QBXML SDK that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, data, or other properties or services of Intuit or any affiliated third party. You understand that certain software packages, libraries, or components of the QBXML SDK may be licensed under an open source software license (“Open Source Components”). If there are any conflicts between the open source software license and this Agreement, the open source license terms control.

2. QuickBooks Online SDK. It means the developer tools made available at:

Java:<https://github.com/intuit/QuickBooks-V3-Java-SDK>

.NET:<https://github.com/intuit/QuickBooks-V3-DotNET-SDK>

PHP:<https://github.com/intuit/QuickBooks-V3-PHP-SDK>

and subject to the license terms at:



Java:<https://github.com/intuit/QuickBooks-V3-Java-SDK/blob/master/LICENSE.txt>

.NET:<https://github.com/intuit/QuickBooks-V3-DotNET-SDK/blob/master/License.md>

PHP:<https://github.com/intuit/QuickBooks-V3-PHP-SDK/blob/master/LICENSE>

You understand and acknowledge that your use, reproduction and distribution of any the QBO SDK and such derivative works are governed solely by the terms of that license.

## 2.2 Sandbox Environment.

Intuit may provide tools and materials such as QuickBooks Online accounts and sample data as part of a sandbox environment to allow developers to use such tools and materials solely for your internal testing of your Developer Application. You shall not use such tools, materials and sample data for other purposes, including commercial use to operate or interface with your Developer Application. All tools and materials are provided “AS IS” and may be removed or modified at any time. You agree that all use of such tools and materials will be in accordance with Intuit’s usage policies which may change from time to time. Intuit may post on the developer’s site and/or send an email to you with notices of any changes. You may use anonymous, non-live data only. You agree that you will not use any robot, spider, or other automatic device to create QuickBooks or developer accounts for any use and you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Intuit may charge you the then-current fee for the tools and materials if Intuit reasonably believes that you have used such materials in breach of these terms.

## 2.3 QuickBooks “Harmony” Design Assets License.

You may use the Harmony Design Assets to create user interface elements within your QuickBooks Developer Application. Your license to use the Harmony Design Assets is subject to your compliance with our design guidelines and requirements, which are available on the Intuit website. You agree not to use the Harmony Design Assets for any applications, services or products that (i) do not interoperate with QuickBooks Online; and (ii) do not provide substantial functionality and feature beyond core accounting capabilities offered in QuickBooks Online. Further, you must (i) include the phrase “Works/Interoperates with QuickBooks” when marketing your Developer Application; and (ii) market the Developer Application via Intuit’s app store at [apps.intuit.com](https://apps.intuit.com).

## 2.4 Compliance with Developer Requirements and Guidelines.

All developers must comply with the Developer Requirements and Guidelines [[click here to view](#)] through their use of the Services, which may be updated by Intuit from time to time. Such guidelines include, but are not limited to: (i) security guidelines; (ii) acceptable use policy; (iii) naming and trademark use guidelines; and (iv) design guidelines.

## 2.5 Developer Application Distribution/Access.

Subject to the terms of this Agreement, you may distribute or provide customers access to your Developer Application, provided that: (i) you do not distribute the Developer Application in source code form; (ii) you provide an end user license agreement that contains the provisions set forth in Section 13 in all material respects; (iii) you comply with all applicable local, state, national or international laws or regulations, and policies of regulatory bodies or agencies in the territories that you operate in or market or distribute the Developer Application into, including territories where you collect or gather End User Data from (“Applicable Laws”); (iv) you do not develop or distribute your Developer Application in any way in furtherance of criminal, fraudulent, or other unlawful activity; (v) you comply with Intuit’s requirements, guidelines and policies, including but not limited to restrictions related to application naming; (vi) you will not make any statements that

your Developer Application is “certified,” or has been reviewed by Intuit, or that the performance is guaranteed by Intuit, and (viii) you will not use Intuit’s names, logos or other Intuit trademarks to market your Developer Application without prior written permission of Intuit.

You acknowledge and agree that you are solely responsible for any liability which may arise from the (a) development, use, marketing or distribution of or access to your Developer Application, including support; and (b) your access, use, distribution or storage of End User Data.

## 2.6 End User Data.

To the extent your Developer Application receives, obtains, collects, stores or has access to any end user data, including but not limited to personal, business, financial, user names, passwords, email addresses, geo-location data, credit card numbers, social security numbers, account records and anything related or derived from the foregoing (“End User Data”), and you perform any operation or set of operations on that End User Data (“Process”), you agree that you will:

1. process End User Data in compliance with this Agreement, the Developer Requirements and Guidelines, Intuit’s online Privacy Statement and Data Stewardship Principles (attached hereto as Exhibit B, as may be amended from time to time), as well as any other privacy policies Intuit may provide to you from time to time (collectively, the “Intuit Privacy Policies”) and (ii) in accordance with any other legal grounds for Processing you may have under Applicable Laws related to data protection (“Applicable Data Protection Laws”);
2. to the extent you are or consider yourself a “data processor,” as defined under Applicable Data Protection Laws, comply with all requirements of Applicable Data Protection Laws that apply to data processors;
3. prior to the Processing of End User Data, provide to end users a privacy policy that is consistent with the terms of this Agreement and Applicable Data Protection Laws that clearly and accurately informs end users of all potential purposes for which you, your authorized third parties and Intuit, if applicable, may Process End User Data and how the information is shared with third parties, and at all times, comply with such privacy policy;
4. to the extent required under Applicable Data Protection Laws, enter into a suitable agreement with the end user or applicable customer that complies with Applicable Data Protection Laws and comply with such agreement;
5. obtain end users’ verifiable consent prior to all such uses, to the extent necessary under Applicable Data Protection Laws;
6. promptly respond to any requests from individuals exercising their rights in End User Data granted to them under Applicable Data Protection Laws and if the request relates to the deletion of End User Data, you will immediately delete the relevant End User Data in accordance with the request;
7. promptly comply with instructions from Intuit regarding the Processing of End User Data;
8. promptly discontinue the Processing of End User Data if an end user takes action to revoke consent, terminate or delete the Developer Application, or fails to use the Developer Application after a reasonable period of time, and discontinue access to End User Data from Intuit;
9. not market, sell, transfer or disclose any such End User Data to any third parties, except as expressly permitted by the end user;
10. establish and maintain appropriate security measures to prevent unauthorized use or disclosure of End User Data and ensure secure data handling in compliance with all Applicable Data Protection Laws and industry standards, including secure access mechanisms such as SSL based HTTPS connections;
11. with respect to any user credentials stored locally within the Developer Application (where permitted by Intuit in its sole discretion), ensure that (i) the account ID is unique for that end user on the Developer Application; (ii) the password has a minimum of 8 characters in length; (iii) 128-bit SSL is used when transferring any password or Account ID over the internet; and (iv) the password is not stored in plain text and is one-way hashed via SHA-256 (or better) and stored only as hashed values;

12. to the extent you share any End User Data with any third parties, (i) enter into a written agreement with such third parties regarding such third parties' Processing of such End User Data that imposes on such third parties data protection and security requirements that are compliant with Applicable Data Protection Laws; and (ii) enforce compliance with such written agreement on such third parties; and
13. remain responsible to Intuit for the actions or omissions of your workforce and any third parties with whom you share End User Data with respect to the Processing of End User Data.

You understand and acknowledge that in connection with the Developer Application, if Intuit Processes any personal data on your behalf, Intuit may share personal data with its affiliates anywhere in the world. You shall notify your end users, and obtain their consent where required by Applicable Data Protection Laws, evidence of which shall be provided to Intuit upon request.

### 3. DEVELOPER APPLICATION SUBMISSION AND REVIEW

Intuit may require that all new Developer Applications, and updated Developer Applications, be submitted to Intuit for review and approval prior to being made available for distribution. By submitting your Developer Application to Intuit, you grant Intuit and/or its third party affiliate the right to use the Developer Application for purposes of testing and evaluating such Developer Application's compatibility and suitability for compliance with the terms of this Agreement. You agree to cooperate with Intuit in the submission process and to answer questions and provide information and materials reasonably requested by Intuit regarding your Developer Application, the operation of your business, or the performance of any of your obligations under this Agreement. You understand and acknowledge that Intuit may, in its sole discretion, reject your Developer Application for any reason, even if such Developer Application complies with all of the then current requirements provided herein. You understand and agree that Intuit shall have no liability for any costs, expenses, and/or damages, including any development or marketing expense and potential lost profits or business opportunities that arise out of or result from Intuit's review and approval or rejection of such Developer Application or Intuit's termination of ID or this Agreement. If you make any changes to the Developer Application, including any patches, upgrades, enhancements, bug fixes, or any modification to the functionality, features, or user interface of your Developer Application, Intuit may require you to re-submit the Developer Application for approval.

### 4. INTUIT APP CENTER

Provided your Developer Application is approved for distribution by Intuit pursuant to Section B3 above, you may be selected by Intuit to market or distribute your Developer Application via the Intuit App Center or Intuit website or channel ("App Center"), subject to your compliance with this Agreement and the Intuit App Center Terms and Conditions [[click here to view](#)]. You may be required at Intuit's discretion to market your Developer Application via the App Center, as a condition of using the Services.

### 5. PROTECTED INFORMATION

#### 5.1 Use of Protected Information.

"Protected Information" shall mean information related to you, your Developer Application or your End User Data.

You agree that Intuit and a third party subcontractor acting on Intuit's behalf may: (i) during the term of this Agreement, use any and all Protected Information internally to provide and improve the Intuit SDK, the Services or any other Intuit product/service, provided that neither Intuit nor its third party subcontractor use Protected Information to directly solicit your end users; (ii) use the Protected Information, with prior notice to you unless prohibited from such notification by subpoena or other lawful order of a court of law enforcement agency, to provide email communication to your end users; (iii) offer the Intuit SDK or Services or another

version of the Intuit SDK or Services after any termination or expiration of this Agreement, subject to any opt-out elections by you or your end users, and all Applicable Laws; and (iv) at all times, to the extent permitted by law, use and disclose Protected Information in a manner that: (1) does not reveal any “nonpublic personal information” (nonpublic personal information is defined under subtitle A of Title V of the Gramm-Leach-Bliley Act, 15 USC 6801 et seq and its implementing regulations), of your individual end users; and (2) does not reveal that the Protected Information is derived from Intuit’s relationship with you hereunder. Intuit will not use or allow the Protected Information to be used in any manner not permitted under this Section 5.1(a).

Intuit may use anonymous and aggregated Protected Information to publish research data from time to time, and may use, display, distribute or license such anonymous aggregate research data for purposes of helping Intuit improve its products and services, to enable a better and more accurate user experience, and to assist in troubleshooting and technical support.

Additionally, you grant Intuit the right to identify your Developer Application in any Intuit marketing materials, including on Intuit websites.

## 5.2 Notification of Security Breach.

For purposes of this Agreement, “Security Incident(s)” shall have the meaning assigned by Applicable Data Protection Laws to the terms “security incident,” “security breach” or “personal data breach,” including but not limited to any situation where you or Intuit know, discover, are notified of, or suspect that End User Data has been or is likely to have been accidentally or unlawfully destroyed, lost, altered, accessed or disclosed in an unauthorized manner or in violation of this Agreement or Applicable Data Protection Laws.

You agree to establish and implement policies and procedures to detect, respond to, and otherwise address Security Incidents. You will use best efforts to remediate any harm caused by any Security Incident.

You will notify Intuit without undue delay, and in all events no later than 24 hours after discovery, if you know or suspect that a Security Incident has occurred. The phone number to call to report the incident is 888.722.7989. Intuit has the right to investigate any Security Incident and you agree to cooperate fully in such investigation of any harm or potential harm caused by the Security Incident.

Intuit shall determine, in its sole discretion, the security risk classification and service level availability (“SLA”) for all Security Incidents for you to commence remediation efforts as follows:

<b>Security Risk Classification</b>	<b>Service Level Availability (SLA)-from the date of discovery</b>
Immediate	7 days
High	30 days
Medium	90 days
Low	Up to 1 year

You will take immediate action to remediate upon notification from Intuit or an Intuit approved 3rd party of a Security Incident. If a Security Incident gives rise to a need, in Intuit’s sole judgment: (A) for Intuit to notify end users and/or any regulatory authorities, individuals or other persons, you agree to coordinate with Intuit with respect to any such notifications with respect to such Security Incident or (B) for Intuit or you to undertake other remedial measures (including, without limitation, notice, credit monitoring services, and the establishment of a call center to respond to inquiries – collectively, “Remedial Action”), at Intuit’s request and direction, and at your cost, you agree to undertake such Remedial Actions. Further, Intuit shall have the right to turn off access to Intuit’s API’s or take any such other remediation as it deems necessary to protect customer data while the

Security Incident is ongoing or in the future. Remedial Action must include notifying Intuit when the issue is resolved.

### 5.3 Privacy Shield and EU Compliance.

For purposes of this Agreement, “EU Personal Data” means “personal data” or “Personal Information,” as defined under Applicable Data Protection Laws—including, without limitation, any and all data (regardless of format) that can be used to directly or indirectly identify, contact or locate a natural person, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the financial, physical, physiological, genetic, mental, economic, cultural or social identity of that natural person—received or collected by Intuit or you pertaining to Intuit’s current, former or potential customers, employees, contractors, vendors or other agents who are located in the European Union.

You will promptly notify Intuit at <http://help.developer.intuit.com> if you can no longer meet your obligations under this Section 5.3.

Intuit participates in and has certified their compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks (together with the “Privacy Shield Framework”) for the transfer of EU Personal Information. You shall only Process EU Personal Data provided to you by Intuit in accordance with this Agreement, the General Data Privacy Regulation (GDPR), and the Privacy Shield Framework principles. Additionally, you hereby expressly agree to assist Intuit with any request from the US Federal Trade Commission, the US Department of Commerce, and/or data protection authorities in the EU with respect to the Processing of EU Personal Data, to the same extent that such investigatory and other jurisdiction would apply to Intuit.

Without limiting the foregoing, if you Process EU Personal Data, the following provisions apply:

1. You will provide reasonable assistance to Intuit where, in Intuit’s judgment, the type of Processing performed by you is likely to result in a high risk to the rights and freedoms of natural persons (e.g., systematic and extensive profiling, Processing sensitive EU Personal Data on a large scale and systematic monitoring on a large scale, or where the Processing uses new technologies) and thus requires a data protection impact assessment and/or prior consultation with the relevant data protection authorities;
2. If you Process EU Personal Data outside of the EU, you will comply with all Applicable Data Protection Laws with regards to any cross border transfers of EU Personal Data. This may include: (i) Processing EU Personal Data only in adequate jurisdictions as defined in Applicable Data Protection Laws; (ii) to the extent such Processing occurs in the United States, obtaining a Privacy Shield certification; (iii) adopting EU Binding Corporate Rules that cover the EU Personal Data that you Process; or (iv) entering into the Standard Contractual Clauses approved by the European Commission; and
3. You will promptly notify Intuit if you can no longer meet your obligations under this Section 5.3.

### 5.4 Records, Assessments, Audits, Inquiries

#### 5.4.1 Security Scans

You will maintain records to demonstrate compliance with Section 2.6, this Section 5, and any Applicable Data Protection Laws and provide such records to Intuit upon its request. If you are collecting EU Personal Data such records shall include but not be limited to (i) the legal basis for Processing and (ii) records of the verifiable consent under Applicable Data Protection Laws. Intuit or its duly authorized representatives shall have the right, at any time and without notice, to access and test your application to ensure that your application and the data you receive from us are safe, implement reasonable technological and administrative safeguards for this data, and that your application and data processing complies with Applicable Data Protection Law(s) and this Agreement.

You will (i) allow Intuit to conduct system vulnerability scans within two (2) weeks of request, or provide access to reputable scan results, as determined by Intuit, conducted within 365 days of Intuit's receipt of the results; (ii) complete a security affidavit provided by Intuit within two (2) weeks of Intuit's request; and (iii) agree to promptly take action to correct any security issues identified by the system vulnerability scans (the "Security Scan").

Intuit reserves the right to question or reject the scan results. If Intuit rejects the scan results you will either (1) permit Intuit to conduct system vulnerability scans either directly or through a third-party; or (2) You will conduct a new security scan to demonstrate compliance with Section 2.6 and Section 5 of this Agreement and any Applicable Data Protection Laws.

#### 5.4.2 Audits

Upon reasonable notice, you agree to permit Intuit to conduct an audit, either directly or through a third party auditor, of your books, records (including, but not limited to, security scan records), systems, files, and any other necessary information and to provide access to your premises for the purpose of verifying your compliance with Section 2.6, this Section 5, and any Applicable Data Protection Laws. Each party shall bear its own costs in connection with such audit.

You agree to promptly take action to correct any demonstrable security issue affecting Protected Information or breach of this Agreement and to inform Intuit of such actions. If action is not promptly taken to Intuit's satisfaction, Intuit may terminate the Agreement and your use of the Services for cause.

Upon Intuit's request pursuant to a regulatory, governmental or end user inquiry, you agree to fully cooperate with Intuit, including providing Intuit with access and information relating to your business and Developer Application, to assist with any investigation or inquiry related to your use of the Service or the development, marketing or distribution of the Developer Application, or any Processing of personal data. To the extent that Intuit and you deem appropriate from time to time, each party may designate a contact point for individuals, and each contact point will work collaboratively with the other to achieve compliance with Applicable Data Protection Laws.

### 6. PCI COMPLIANCE

If your Developer Application(s) exchange credit card or debit card data with Intuit products or services, you must only distribute Developer Applications that (i) comply with local laws, credit card association and processor regulations, including but not limited to, all requirements set forth in the Payment Card Industry ("PCI") Data Security Standard and the Payment Application Data Security Standards, as applicable (which can be found at <https://www.pcisecuritystandards.org/>) for protecting cardholder data, and (ii) ensure secure data handling in compliance with all regulations, including industry standard secure access mechanisms such as SSL based HTTPS connections. Intuit reserves the right to deny access to any of its credit card processing services to any Developer Application without notice for any reason. In the event that access is denied to Intuit's credit card services, you agree to continue treating cardholder data as confidential and protect cardholder data in compliance with local laws, credit card association and processor regulations including, but not limited to, all requirements set forth in the Payment Card Industry Data Security Standard for protecting cardholder data. Upon request, you will provide documentation evidencing your compliance with all applicable PCI requirements. If we reasonably believe that a security breach or compromise of data has occurred, we may require you, at your expense, to have a third-party auditor that is approved by us conduct a security audit of your systems and facilities and issue a report to be provided to us or our security providers.

### 7. TRADEMARKS AND NAMING

**7.1 Intuit Marks.** “Intuit Marks” means the Intuit, QuickBooks, QuickBooks Online, QB and QBO trademarks and service marks, and their respective logos.

## 7.2 Limited Use of Intuit Marks.

Intuit hereby grants to you a limited, non-exclusive, non-transferable, revocable license in the Territory during the Term to use the Intuit Marks solely for the purpose of visually depicting the ability of your Developer Application(s) to interoperate and synchronize data with Intuit’s QuickBooks Desktop and QuickBooks Online products only, as applicable, and solely within your own marketing and promotional materials for your Developer Application(s). Such materials must be directly related to the sale and support of the compliant Developer Application(s) and no other applications, products or services, whether provided by you or by third parties. Your use of any Intuit Marks must also comply with all applicable Intuit branding and trademark usage guidelines which may be provided by Intuit and updated by Intuit from time to time. Intuit reserves the right to object to uses of the Intuit Marks it deems to be misleading, confusing, unfair or otherwise damaging to the Intuit brand and Intuit’s ownership therein or otherwise fails to meet our trademark restrictions.

## 7.3 No Use of Intuit Marks in Developer Naming, Branding; Further Usage Restrictions.

You agree you will not use the Intuit Marks, elements of the Intuit Marks or phonetic equivalents of same: (a) as part of any name or brand for the Developer Applications themselves; (b) as part of any name, brand, company name, service name or trade name, including but not limited to your own company name, trade name or DBA name; (c) on direct business source identifiers, such as stationery, business cards, company signs, domain names or company website titles; (d) in connection non-tested products; (e) in any other manner not licensed or approved by Intuit, including but not limited to use on promotional merchandise (e.g., t-shirts), tradeshow booth signage, technical support or consulting services, or other goods or services; or (e) in connection with Developer Applications that are or could be deemed by Intuit, in its sole judgment, to violate Intuit’s Developer Guidelines. You agree that you will not use or register, in any jurisdiction, any Developer Application name, other product or service name, trademark, service mark, logo, trade name, company name, internet domain name, screen name or other signifier containing or similar to “QuickBooks”, “QB”, “QBO”, “QBSE”, “Intuit”, “Intu”, “tuit”, “Quick”, “Turbo”, “Mint”, “ProAdvisor”, “ProConnect” or alternative spellings or phonetic equivalents thereof. For the avoidance of doubt:

- You cannot use “QuickBooks,” “QB,” “QBO,” “QBOA,” “ProAdvisor,” “Intuit,” “Turbo”, “ProAdvisor,” “Mint” or any other Intuit brand (the “Intuit Brands”) or brand elements (e.g. “quick,” “intui,” or “tuit”), including phonetic equivalents (e.g. “qwik” or “QuBee”), in the name or branding of your business, application, service, business source identifiers or any other programs and/or materials;
- You are prohibited from using any Intuit brand or brand element in the title of your application as it appears in the title field of any app listing, your app card or your other branding;
- You are permitted to make truthful, factual references to Intuit’s products and services in plain-text descriptions of the features and benefits of your app.
- Your logos cannot be a mimicked version, similar to or an alteration of an Intuit Brand logo; nor, can your logos contain any Intuit Brands, brand elements or Intuit logos.
- Your business name and/or logo must be clearly displayed at the top of your website.
- Your business name and/or logo must appear larger than any Intuit Brand or Intuit Brand logo (used only as set forth above), including but not limited authorized logos you display on your website, under the Intuit Developer Program Agreement.

## 7.4 Proper Attribution and Disclaimer.

All materials, including packaging, marketing materials and web pages relating to the Developer Applications that display the Intuit Marks shall include the required legend as follows: “QuickBooks and QB are registered trademarks and service marks of Intuit Inc., displayed under license.”

## 7.5 Acknowledgment.

Intuit retains all right, title and interest in and to the Intuit Marks, and all use of the Intuit Marks by you shall inure to the sole benefit of Intuit. You agree you shall not in connection with the Developer Applications or for any other reason: (a) use or register in any country, state or other jurisdiction any trademarks, service marks, trade names, keywords, screen names or Internet domain names containing elements of, or similar to the Intuit Marks; (b) challenge Intuit's ownership or use of the Intuit Marks; or (c) combine any of your own names or marks with any Intuit Marks. If Intuit notifies you of any such confusion or risk of confusion, you shall take appropriate steps to immediately remedy or avoid such confusion or risk thereof, including immediate assignment of any applications, registrations or other rights to Intuit at your expense.

## 8. THIRD PARTY SERVICES

In connection with your use of the Services, you may be made aware of or offered services, features, products, offers, and promotions provided by third parties, and not by Intuit, such as internet-based offerings ("Third Party Services"). The inclusion of any link does not mean an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by Intuit or its suppliers of any information contained in any third party website. Access to any other web site is at your own risk, and you should be aware that linked web sites may contain terms and privacy policies that are different from those of Intuit and its suppliers. If you decide to use Third Party Services, you are responsible for reviewing and understanding any such terms. You authorize Intuit to use and disclose your contact information, including name and address, for the purpose of making the Third Party Services you choose available to you.

## 9. INDEMNIFICATION OBLIGATIONS

### 9.1 By Developer.

You agree to indemnify, defend and hold Intuit, its officers, directors, employees, its affiliates, subsidiaries, licensors, suppliers and service providers (collectively, "Representatives") harmless from any and all claims, liabilities, damages, losses, costs and expenses (whether direct, indirect, special, or consequential), including but not limited to reasonable attorneys' fees and costs, arising out of any claims alleging or relating to (i) your applications, trademarks, logos or marks infringe any third party intellectual property rights, (ii) your development, marketing, support or distribution of your Developer Application; (iii) your use of the Services, including any data provided via the Services; (iv) your Content; (v) a Security Incident involving your Developer Application, your system, or the unauthorized use, access or disclosure of confidential or personal information, or (vi) your breach of your agreement with third parties, (vii) your breach of this Agreement (collectively referred to as "Claims"), provided that Intuit promptly notifies you of the Claim from any third party.

### 9.2 By Intuit.

Intuit will indemnify, hold harmless, and defend you from and against any action brought against you by a third party to the extent that it is based upon a claim that the Services infringes any U.S. patent, copyright, trademark or trade secret, or any intellectual property rights recognized under U.S. law, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded either by final judgment or settlement against you, provided that you: (i) promptly notify Intuit in writing of the claim; (ii) grant Intuit sole control of the defense and settlement of the claim; and (iii) provide Intuit, at Intuit's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim. Intuit will have no liability for any infringement or misappropriation claim of any kind to the extent that it results from: (a) modifications to any part of the Services made by a party other than Intuit or its agents, if a claim would not have occurred but for such modifications; (b) the combination, operation or use of the Services with equipment, devices, software, service or data not supplied by Intuit, if a claim would not have occurred but for such



combination, operation or use; or (c) your failure to use an updated or modified version of the Services if provided by Intuit to avoid a claim. The provisions of this section set forth Intuit's sole and exclusive obligations, and your sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights of any kind in connection with the Services.

### 9.3 Liability

Notwithstanding any provision to the contrary in this Agreement, you agree that: (i) you and Intuit are not involved in the same Processing of the End User Data, do not jointly determine the purposes and means for Processing End User Data and are not "joint controllers" for the purpose of Applicable Data Protection Laws; and (ii) to the extent permitted under Applicable Data Protection Laws, Intuit shall not be liable (whether jointly or severally) for any compensation, damages, losses, fees, or costs resulting from your Processing of the End User Data.

## 10. STORING USER CREDENTIALS

Your storage of user credentials (e.g., username, password, account numbers, etc.), must comply with Intuit's Password Policy [[click here to view](#)]. Only Developers who receive prior written approval from Intuit may store any user credentials that may be used to access end user data from another source (e.g., the end user's financial institution).

## 11. COMPETITIVE APPLICATIONS

Subject to your and Intuit's respective rights and obligations under this Agreement, Intuit acknowledges that you may develop and make available products and services that are similar to or otherwise compete with Intuit products and services, and you acknowledge that Intuit may develop and make available products and services that are similar to or otherwise may compete with your products and services.

## 12. ANTI-BRIBERY/ ANTI-CORRUPTION

You agree to fully comply with the provisions of the United States Foreign Corrupt Practices Act ("FCPA"), the Organization for Economic Cooperation and Development ("OECD") and UK Bribery Act 2010 and any other law applicable to the specific territory where your Developer Application is distributed, prohibiting foreign bribery and improper payments. Without limiting the generality of the foregoing, you represent and warrant that you have not and shall not at any time during the Term of the Agreement pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to or for the benefit of: (i) any government official, political party, or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with Intuit's business. Further, you agree to maintain complete and accurate books and records of any transactions related to this Agreement. Intuit has the right to audit your books and records for compliance with this section in the event Intuit has reason to suspect or is placed on notice that you are in violation of this section or as required by law.

## 13. DEVELOPER APPLICATION MINIMUM END USER TERMS

The following terms apply to all Developer Applications. Additional terms and conditions apply if you are using the Intuit Financial Data APIs. [Please see Exhibit C.](#)

You ("Developer") must include minimum terms with any distribution of a Developer Application that you make available to any end user, customer, partner, or other third party ("Licensee"), which are no less protective

of Intuit and its affiliates and suppliers than those set forth below. Developers who's Developer Application is for its own use as a Licensee must also comply with the following terms:

1. **Restrictions.** Licensee and its employees shall not and shall not permit any third party to, directly or indirectly: (a) reverse engineer, decrypt, decompile, decode, disassemble, or otherwise attempt to obtain the source code to the Developer Application; (b) rent or time-share the Developer Application or host the Developer Application in a multi-tenant environment; (c) remove or destroy any copyright notices, proprietary markings or confidential legends placed upon or contained within the Developer Application or any copies thereof; (d) engage in any activity with the Developer Application that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party; and (e) use the Developer Application or data provided via the Developer Application in any way in furtherance of criminal, fraudulent, or other unlawful activity. Licensee must comply with applicable laws and regulations in using, accessing or distributing the Developer Application, including any data provided via the Developer Application.
2. **Data Use.** Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is provided to Licensee, may be used by our third party vendors to conduct certain analytical research, performance tracking and benchmarking. Such third-party vendors may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including helping to improve products and services and assisting in troubleshooting and technical support. Licensee's personally identifiable information will not be shared with or sold to third parties.
3. **Data Transfer.** Licensee agrees and acknowledges that Licensee's data, including financial or personal information, may be transferred to a third party located in a country that does not have adequate security controls to protect Licensee's data.
4. **Third Party Services.** Licensee understands that the Developer Application may require access to certain third party services ("Third Party Services"). In order to use the Developer Application that uses or collects data from the Third Party Services, Licensee hereby authorizes third party service providers, including Intuit, to obtain Licensee's data from third parties and share it with Developer for the Developer Application. Such data may include Licensee's financial or personal information with third parties. In addition, Licensee agrees that Developer may provide Licensee's data to the third party service provider. Licensee represents and warrants that Licensee has the rights and authority to provide such authorizations to the third party service providers and Developer. Licensee's use and/or access to Third Party Services shall be limited to those uses and access rights permitted by the third party service provider. If Licensee accesses or uses the Third Party Services, Licensee is responsible for reviewing and understanding any such terms and conditions governing such Third Party Services. Licensee understands that Developer has no control over the Third Party Services and that Licensee's ability to access and use the Third Party Services may be suspended or terminated at any time, for any reason, at the third party service provider's discretion.
5. **Security.** Licensees are fully responsible for the security of data on Licensee's website or otherwise in Licensee's possession or control. Licensees agree to comply with all applicable state and federal laws and rules in connection with your collection, security and dissemination of any personal, financial, credit card, or transaction information (defined as "Data") on your website. Licensee agrees, where applicable, it shall be compliant with the Payment Card Industry Data Security Standards (PCI-DSS) and the Payment Application Data Security Standards (PA-DSS), as applicable. It is Licensee's responsibility to comply with these standards.
6. **Third Party Beneficiary.** Licensee acknowledges that Intuit is a third party beneficiary under this Agreement with rights to enforce the terms of this Agreement.
7. **Disclaimer.** LICENSEE ACKNOWLEDGES AND AGREES THAT THE DEVELOPER APPLICATION, ANY THIRD PARTY SERVICES AND ANY DATA PROVIDED VIA THE THIRD PARTY SERVICES OR DEVELOPER APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE." DEVELOPER, ITS LICENSORS AND THIRD PARTY SERVICE PROVIDERS MAKE NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY AND DISCLAIM ANY AND

ALL WARRANTIES WITH RESPECT TO THE DEVELOPER APPLICATION, ANY THIRD PARTY SERVICES OR ANY DATA PROVIDED VIA THE THIRD PARTY SERVICES OR DEVELOPER APPLICATION, IN WHOLE OR IN PART, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT. LICENSEE UNDERSTANDS AND AGREES THAT ANY USE OF THE DEVELOPER APPLICATION, THIRD PARTY SERVICES OR DATA PROVIDED VIA THE THIRD PARTY SERVICES OR DEVELOPER APPLICATION WILL BE AT LICENSEE'S SOLE RISK, AND THAT, IF THERE IS ANY LIABILITY IN CONNECTION WITH THE DEVELOPER APPLICATION, INCLUDING LIABILITY ARISING FROM A SECURITY BREACH OR DEVELOPER'S LACK OF COMPLIANCE WITH APPLICABLE LAWS OR REGULATIONS OR DATA PRIVACY PROTECTION, SUCH LIABILITY IS SOLELY WITH THE DEVELOPER AND NOT ITS LICENSORS OR THIRD PARTY SERVICE PROVIDERS.

## 14. DEVELOPER APPLICATIONS ADVERTISING RESTRICTIONS

### 14.1 Advertising Restrictions

If you include any authorized references to QuickBooks or any other applicable Intuit products or brand names in the advertising or promotion of your Developer Applications, you must comply with these Advertising Restrictions. The restrictions include but are not limited to advertising displays, advertising and marketing copy, web or print-based materials, search engine marketing and ads, and representations about interoperability with Intuit products. Developers may not make any false or misleading representations that Intuit officially endorses or "authorizes" a particular Developer, or that Intuit recommends any particular Developer over any other.

### 14.2 Pay Per Click / Search Engine Advertising Restrictions

Developer understands and agrees that Intuit retains the right to remove any ads that, in Intuit's sole discretion, do not comply with these restrictions. All sponsored ad titles must lead with Developer's own marks or names, or with industry descriptors, and cannot lead with Intuit brands. For example, all sponsored ad titles must be structured as "XYZ for QuickBooks" instead of "QuickBooks XYZ."

Additionally, Display URLs in search engine and other advertising cannot use or incorporate an Intuit Mark in or into the front portions of the URL, or into the root domain itself.

You may not bid on Intuit Marks (such as "QuickBooks") as standalone keywords in search engines. You can only bid on keywords that include Intuit marks as part of a larger phrase or search string to directly advertise Developer Applications that interoperate with Intuit products. For example, you may bid on keyword phrases that contain \*both\* QuickBooks and at least one additional word like "CRM," "Sales Tax," "Point of Sale," "Inventory" and the like.

Additionally, you agree you will negative match for the specific search engine keywords below:

Intuit	QuickBooks tech support
QuickBooks	QuickBooks technical support
Quick Books	QuickBooks phone support
QB	QuickBooks phone number

QBO	QBO Intuit com
QBSE	QuickBooks intuit com
QuickBooks Online	Intuit com Intuit
QuickBooks Self-Employed	QuickBooks by Intuit
QuickBooks Pro	ProAdvisor
QuickBooks Premier	Intuit ProAdvisor
QuickBooks Enterprise	QB ProAdvisor
Intuit QuickBooks	QuickBooks ProAdvisor
Intuit merchant	Apps.com
Intuit QuickBooks online	QuickBooks Support
Intuit payroll	Mint
QuickBooks payroll	Mint Bills
Intuit payments	TurboTax
QuickBooks payments	ProConnect
Www intuit com	ProSeries
Intuit com	Intuit TurboTax
	Intuit Turbo
	Intuit Mint
	Turbo Mint
	Turbo

1. Developers may only use Intuit Marks within search keywords (i.e., keyword phrases) to trigger sponsored ads that directly advertise applications that interoperate with Intuit products using the Services.
2. If Developer advertises a Developer Application on search engines outside the United States Developer must ensure that such Developer Application truly interoperates with the corresponding localized version of the Intuit product. Developers must designate the appropriate countries/regions for the ad.
3. Intuit Marks may only be used in the very end segment of any display URL of a search engine ad. (e.g., [www.appdeveloper.com/appnameforquickbooks](http://www.appdeveloper.com/appnameforquickbooks)).
4. Search engine ads must point to Developer's own website, and a page containing actionable information about the Developer Application.

5. When using Intuit Marks in search engine ads, Developer must avoid any false claims or statements of affiliation, endorsement or sponsorship, where no such relationship exists. For example, Developer must not claim in its ad that the ad will lead people to an “Official Site” for QuickBooks, or claim that Developer is an “Official Partner” or “Preferred Solution” of Intuit.
6. Developer may use words like “discount,” “deal,” or “low cost” in sponsored ads that also contain Intuit Marks, but must avoid use of words that may negatively affect Intuit’s brands, like “cheap,” “blowout,” “bargain,” “fire sale,” etc. Intuit reserves the right to take down sponsored ads containing descriptions or words that it believes, in its sole discretion, could damage the equity and reputation of its brands.

### 14.3 Screenshots

You may use a limited number of screenshots from the Intuit software for illustrative purposes (e.g., educational guides, how-to books, training presentations, product reviews, etc.) provided you adhere to the following guidelines:

1. Your use may not directly or indirectly state or imply sponsorship, affiliation, or endorsement, where no such relationship exists, of your product or service by/with Intuit.
2. You may not alter the screenshot in any way except to resize the screenshot in direct proportion to the original. screenshots must be reproduced in their entirety.
3. You may add commentary or other text only if clearly attributable to you, and not to Intuit.
4. You may not use screenshots from Intuit beta products or other products that are subject to non-disclosure obligations.
5. You may not use screenshots that contain third-party content unless you obtain their permission.
6. You may not use the screenshot in an advertisement comparing an Intuit offering to an Intuit competitor’s offering.
7. You may not use a screenshot that contains an image of an identifiable individual.
8. You must include the following copyright attribution statement on all materials containing Intuit screenshots: “Screenshots © Intuit Inc. Used with permission.”
9. If your materials include references to an Intuit product, the full name of the product with corresponding trademark symbol should be shown in plain text at the first and/or most prominent mention (i.e., QuickBooks®, QB®) in such materials.
10. Your use of Intuit’s screenshots may not be incorporated into obscene or pornographic material, and may not, in Intuit’s sole opinion, be disparaging, defamatory, or libelous to Intuit, any of its products, or any other person or entity.
11. Your materials should not be mostly or solely composed of Intuit screenshots or other Intuit intellectual property. If Intuit screenshots or other Intuit intellectual property would represent the majority of the material you wish to reproduce and/or distribute, you must obtain permission from Intuit before publishing or distributing such content. Permission requests must be in writing and should be sent to: [intuitdeveloperrelations@intuit.com](mailto:intuitdeveloperrelations@intuit.com).

**July 2019**

### C. EXHIBITS: ADDITIONAL TERMS AND CONDITIONS FOR INTUIT DEVELOPER SERVICES

Your use of the Services provided by Intuit are subject to the General Terms of Service above including the Additional Terms and Conditions. **The following Terms and Conditions also apply where you have selected these optional services and shall prevail over any conflict or inconsistency with the General Terms of Service or Additional Terms and Conditions above.**

- [EXHIBIT A: QuickBooks Developer Applications](#)
- [EXHIBIT B: Intuit Data Stewardship Principles](#)
- [EXHIBIT C: Intuit Financial Data APIs](#)

- [EXHIBIT D: Intuit Payments API](#)
- [EXHIBIT E: AppConnect Services](#)

# Exhibit A: Supplemental Terms of QuickBooks Developer Applications

Your use of the Services provided by Intuit are subject to the General Terms of Service above including the Additional Terms and Conditions. The following Terms and Conditions also apply where you are developing an application to connect with QuickBooks and shall prevail over any conflict or inconsistency with the General Terms of Service or Additional Terms and Conditions.

## 1. Definitions

Capitalized terms in this Exhibit will have the meanings set forth below if different from the definitions in the Agreement.

“**QuickBooks API**” refers to widgets and data services that allow QuickBooks integration to be integrated on a third party site or service. Integration points include:

- OAuth
- OpenID
- QuickBooks Web Connector
- Data integration with QuickBooks (REST APIs or the QBXML SDK)
- Embedding of any QuickBooks API (“Connect to QuickBooks” or “Blue Dot”) widget

“**Intuit App Center**” means the application marketplaces at **\*apps.intuit.com and desktop.apps.com\*** or other Intuit-controlled sites, channel or location (including within the QuickBooks product) where applications may be marketed or made available to customers.

“**Licensee**” means an individual or entity who obtains a license or access to use your Developer Applications. Access or use of a Developer Application by any user shall be deemed used by Licensee.

“**Program**” means Intuit’s program that allows Developer Applications to be marketed or distributed via the Intuit App Center.

## 2. QuickBooks Developer Application Requirements and Territory

You may market and distribute your Developer Applications to users in any country subject to your compliance with all applicable laws and regulations and the terms of this Agreement. Notwithstanding any terms, you agree you will not violate any local, state, national or international law or regulation in connection with (i) your use of the Services, including materials or information provided via the Services; (ii) your use, marketing or distribution of a Developer Application; or (iii) your use, distribution or storage of End User Data.

## 3. QuickBooks Data Transfer

**QuickBooks Desktop Data.** Intuit may allow data to be transferred to and from QuickBooks® Desktop software through your Developer Application via the QuickBooks Desktop SDK (QBXML SDK and QuickBooks Web Connector). Intuit is not obligated to provide any technical or other support for Developer Applications for QuickBooks Desktop. You understand and agree that you will be solely responsible for providing all customer and technical support including the ability to sync data from and to QuickBooks Desktop and maintenance for your Developer Applications.

**QuickBooks Online Data.** The ability to synch data to and from QuickBooks Online is a feature of QuickBooks Online that is provided by Intuit directly to its end-user customers. Intuit provides maintenance and support of data transfer for end-user customers with active QuickBooks Online subscriptions. However, Intuit is not obligated to provide any technical or other support with respect to any Developer Applications. You understand and agree that you will be solely responsible for providing all customer and technical support and maintenance for your Developer Applications. Additionally, your Developer Application may be impacted if it relies on current QuickBooks Online data from customers with inactive QuickBooks Online subscriptions. Please [click here](#) for more information about QuickBooks Online.

#### 4. Marketing & Resale of Developer Application through Intuit App Center

##### 4.1 Eligibility.

You may be able to promote your Developer Application through Intuit's marketing and sales channels, including the Intuit App Center. To be eligible, your Developer Application must be in compliance with Intuit's technical, security and marketing requirements as provided in the Intuit App Center or any other Intuit site, which may be updated from time to time. Requirements and specifications for participation in our Program (defined below) are located [here](#). Your application must also utilize Intuit-supplied developer materials.

Your use of the "Connect to QuickBooks" button must be implemented via Intuit's Java code or through your own implementation. Additionally, Intuit's QuickBooks "Blue Dot" feature (if made available by Intuit) may be used within Developer Applications for navigation to and from QuickBooks Online or QuickBooks Payments, as applicable depending on the optional service that you've selected, in compliance with Intuit's technical, security and marketing requirements.

If your Developer Application is made available through the Intuit App Center, you hereby grant to Intuit a worldwide, non-exclusive, royalty free, license to copy, display, perform, transmit, and use your Developer Application and related marks, logos, and images (including screen shots) that you provided to Intuit, solely for the purposes of promoting, marketing or providing Developer Applications. Intuit may create marketing materials to promote the Developer Applications. Additionally, Intuit may issue press releases, distribute marketing or sales materials, conduct promotional efforts or engage in other publicity regarding the Developer Application related to the following: (i) making disclosures required for regulatory or statutory public reporting purposes, (ii) publishing information and materials that you have reviewed and approved, and (iii) using any other "pre-approved" statements agreed to between the parties describing the Developer Application. If Intuit provides you with marketing materials for review prior to publication, you agree to promptly review such materials and advise Intuit of any corrections you may reasonably require.

##### 4.2 General Practices.

You may remove any of your Developer Applications from Intuit's marketing and sales channels at any time in accordance with the then-current procedures and requirements. Intuit reserves the right to remove your Developer Application in its reasonable sole discretion. Intuit retains the right to develop and distribute products and services that may be similar to the Developer Applications at any time prior to, during, or after the term of this Exhibit.

Notwithstanding any references in this Exhibit to "sale," "resale," "selling," or "reselling," no title to the Developer Application will be transferred by Intuit to Licensees through your participation in the Intuit marketing and sales channels. Your Developer Application(s) will only be made available for use as expressly provided in this Exhibit. You shall retain all ownership rights to your Developer Application(s) subject to any license you grant to Intuit and Licensees.

##### 4.3 Warranties; Proprietary Rights.



You represent and warrant that you have all rights, including all copyright, trademark and other intellectual property rights, in the Developer Applications necessary to grant the licenses to Intuit in this Agreement, and as appropriate to end user customers.

#### **4.4 End User Customer Relations.**

You, and not Intuit, are the licensor of your Developer Application to end user customers. You agree to provide each Licensee with an end user license agreement or terms of service (“EULA”) that contains terms in accordance with the Agreement. You, and not Intuit, are responsible for providing all customer and technical support and maintenance for your Developer Applications. You agree to promptly respond to any Licensee inquiries forwarded by Intuit relating to your Developer Application. In the event of any change to, or discontinuation of, your Developer Application you shall provide notification to Licensees and address any related customer inquiries.

If termination of a Licensee’s access to any Developer Application is due to nonpayment of License Fees, the Licensee shall be notified that the Licensee’s data shall be deleted if the Licensee does not retrieve it during the notification period.

If Intuit permanently discontinues a specific marketing and sales channel, Intuit (i) shall send notification to you via e-mail at least sixty (60) days prior to such discontinuance and (ii) shall post notification on the website at least thirty (30) days prior to such discontinuance. In such instance, Licensee shall be responsible for retrieving Licensee data from the Service during that sixty (60) day period.

Termination terms for QuickBooks Developer Applications shall be determined by you as stated in the EULA between you and the Licensee. Notwithstanding such terms, Intuit may, upon Licensee’s request, cease providing Licensee’s data to you at any time.

#### **4.5 No Third Party Beneficiaries.**

You understand and agree that for the purposes of the Contracts (Rights of Third Parties) Act 1999, Intuit’s affiliates and subsidiaries are third party beneficiaries and shall be entitled to enforce the terms of this Agreement against you but any changes may be made to this Agreement by Intuit without their consent. Other than as provided above this Agreement is intended for the sole and exclusive benefit of the signatories. Nothing in this Agreement is intended to or shall be construed to give any person, other than the parties hereto, any legal or equitable right in respect of this Agreement whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**February 2017**

# Exhibit B: Intuit data stewardship principles

Your use of Services is subject to the Intuit Partner Platform Terms of Service (“Agreement”). The following terms also apply and shall prevail over any conflict or inconsistency with the Agreement. By installing, accessing, or using the QuickBooksAPIServices, you agreed to these terms. If you do not agree to these terms, then you may not use the Services.

Last revised: September 2012

## Data Stewardship Principles

At Intuit, we view strong privacy as a key part of the value that we deliver to our customers. [Intuit’s Data Stewardship Principles](#) were developed to describe Intuit’s values regarding the data our customers entrust to us. We are focused on using data for innovation, to help improve our customers’ lives – and doing so in a responsible manner with the highest integrity. These Data Stewardship Principles also apply to our 3rd party developers – and are described in more detail below. Intuit’s 3rd party developers must abide by them.

Data Stewardship Principle	What it means to 3rd party platform developers
We will not: Without explicit permission, sell, publish or share data entrusted to us by a customer that identifies the customer or any person	<ul style="list-style-type: none"><li>Information which is linked to a person or a company that is collected as part of your application or service must not be shared with an outside 3rd party – either through a sale, or sharing or any type of publication.</li></ul>
We will: Use customer data to help our customers improve their financial livesThis means: we help them make or save money, be more productive, be in compliance	<ul style="list-style-type: none"><li>Developers are encouraged to create applications and services which use customer data to help customers improve their financial lives.</li></ul>
We will: Use customer data to operate our business, including helping our customers improve their user experience and understand the products and servicesthat are available to help them	<ul style="list-style-type: none"><li>Developers may use the data on customer use of their products/services to “help them run their business”. This includes: understanding and improving the behavior and function of their offering; helping customers identify additional services which might be beneficial to them.</li><li>Note: Developers must adhere to all other laws regulating commercial messaging (e.g., CAN-SPAM, etc.)</li></ul>
We will: Give customers choices about our use of data that identifies them	<ul style="list-style-type: none"><li>Developers may use data specific to a customer as a central component of the application or service, or as an ancillary functionality that provides significant benefits to the customer.</li><li>We encourage the exploration and implementation of ways in which data can be used to this effect.</li><li>Before using data in this way, developers must clearly explain the data use and offer the customer the choice to accept or decline that use.</li><li>For cases in which the data use is necessary for the application or service, it is allowable to predicate the customer’s use of the application or service on his or her acceptance of the data use. I.e., after clearly explaining to the customer the intended data</li></ul>

	<p>use, the customer may decline by <b>not</b> signing up for the application or service.</p>
<p>We will: Give open and clear explanations about how we use data</p>	<ul style="list-style-type: none"> <li>• Developer must explain to customers what data will be collected or accessed and how it will be used.</li> <li>• These explanations must be clear and straightforward.</li> <li>• The explanations must be part of the application/service description (such as customer-facing marketing material), in addition to inclusion in the Term of Service or End User License Agreement.</li> <li>• Developers are also encouraged to provide JIT (Just in Time) notices of data collection and/or use in situations that would not typically be expected by the customer.</li> <li>• Apps must only use user data for the stated purpose of the App</li> <li>• Apps must not collect or use any data that's not necessary for the stated purpose of the App</li> <li>• There must be no "surprises" regarding a customer's understanding of what is happening to his/her data.</li> <li>• All Apps must also have a privacy policy that is easily available to users before they purchase/ use/ download the App</li> <li>• The privacy policy must specify the data retention and deletion policies and practices that pertain to the application.</li> </ul>
<p>We will: Publish or share combined, unidentifiable customer data, but only in a way that would not allow the customer or any person to be identified</p>	<ul style="list-style-type: none"> <li>• If your application or service includes anonymized, aggregated data which is viewable by customers, or other individuals, the Developer must ensure that the information about individual people and/or companies cannot be derived, or "re-identified" from the data.</li> <li>• In evaluating this possibility, the Developer must consider the likelihood of re-identification if the data were to be combined with any other publicly available data set, and ensure that outcome is not possible.</li> </ul>
<p>We will: Train our employees about how to keep data safe and secure, and educate our customers about how to keep their and their customers' data safe and secure</p>	<ul style="list-style-type: none"> <li>• Developers must train their employees on Intuit's Data Stewardship Principles, and their implications to 3<sup>rd</sup> party developers.</li> <li>• Developers should implement formal and informal mechanisms to educate and train their employees and End Users on ways to secure customer data.</li> </ul>

September 2012

# **Exhibit C: Financial data API - Service has been deprecated**

Service has been deprecated

# Exhibit D: Supplemental Terms for QuickBooks Payments Developer Applications

Intuit may offer you our payments API that will allow you access to our end user payments data for use with your Developer Application (“Payments API”). Your use of the Payments API is subject to the Intuit Developer Terms of Service (“Agreement”). The following Terms and Conditions also apply where you are developing an application to connect with QuickBooks Payments and shall prevail over any conflict or inconsistency with the Agreement. By installing, accessing, or using the Payments API, you agreed to these terms. If you do not agree to these terms, then you may not use the Services.

## 1. Definitions

Capitalized terms in this Exhibit will have the meanings set forth below if different from the definitions in the Agreement.

“**QuickBooks API**” refers to widgets and data services that allow QuickBooks integration to be integrated on a third party site or service. Integration points include:

- SSO
- Data integration with QuickBooks
- QuickBooks data access management
- Embedding of the QuickBooks API (or “Blue Dot”) widget in the top right hand corner

“**Intuit App Center**” means the application marketplace at **\*appcenter.intuit.com\*** or other Intuit-controlled sites, channel or location (including within the QuickBooks product) where applications may be marketed or made available to customers.

“**Licensee**” means an individual or entity who obtains a license or access to use your Developer Applications. Access or use of a Developer Application by any user shall be deemed used by Licensee.

“**Program**” means Intuit’s program that allows Developer Applications to be marketed or distributed via the Intuit App Center.

## 2. QuickBooks Payments Developer Application Requirements and Territory

You may use the Services for Developer Applications that integrate with QuickBooks Payments for end users with businesses located in the U.S. with a U.S. tax ID only (“Territory”) using U.S. currency. Currently, Intuit does not provide our payment services to end users outside of the U.S. **You may, however, market and distribute your Developer Applications to users in any country subject to your compliance with all applicable laws and regulations and the terms of this Agreement.**

Notwithstanding any terms, you agree you will not violate any local, state, national or international law or regulation in connection with (i) your use of the Services, including materials or information provided via the Services; (ii) your use, marketing or distribution of a Developer Application; or (iii) your use, distribution or storage of end user data. You also agree to develop your Developer Application in compliance with our security requirements [click here to view].

## 3. QuickBooks Payments Data

Access to the end user data is limited to data from end user customers who use and pay Intuit for the QuickBooks Payments service. Intuit is not obligated to provide you or your end user with any services, including any technical or customer service support for your QuickBooks Payments Developer Application. You understand and agree that you will be solely responsible for providing all customer and technical support including the ability to sync data from and to QuickBooks Payments and maintenance for your Developer Applications.

#### **4. Developer as Solution Provider**

As a Developer you may provide payment related services to Licensees where you submit payment transaction information on behalf of Licensees to Intuit for Intuit's merchant payment services, provided to Licensees under separate terms and conditions ("Merchant Agreement"). You must provide payments related services in accordance with these terms, this Agreement and Intuit's policies and restrictions which may be made available on the Intuit website. You agree to (a) handle, use and transmit information in accordance with Intuit's security and service level requirements; (b) be responsible for all Licensee information in your possession or under your control at all times; (c) not access or modify payments information that you receive from Licensee or Licensee's customers; (d) not aggregate payments information of two or more Licensees when submitting such information to Intuit; (e) immediately cease accessing Licensee's information and providing payments services upon Licensee's request or termination with you; and (f) upon Intuit's request, enter into agreement with third parties such as Intuit's payment processor or bank. Intuit shall not be liable for paying you any fees or consideration for its service or your Developer Application. Developer shall indemnify, defend and hold Intuit harmless for any claims, fees and expenses arising from Licensees or third parties, including any claims in connection with the Merchant Agreement.

#### **5. Marketing & Resale of Developer Applications through Intuit App Center**

##### **5.1 Eligibility.**

You may be able to promote your Developer Application through Intuit's marketing and sales channels, including the Intuit App Center. To be eligible, your Developer Application must be in compliance with Intuit's technical, security and marketing requirements as provided in the Intuit App Center or any other Intuit site, which may be updated from time to time. Requirements and specifications for participation in our Program (defined below) are located here. Your application must also utilize Intuit-supplied developer materials.

##### **5.2 General Practices.**

You may remove any of your Developer Applications from Intuit's marketing and sales channels at any time in accordance with the then-current procedures and requirements. Intuit reserves the right to remove your Developer Application in its reasonable sole discretion. Intuit retains the right to develop and distribute products and services that may be similar to the Developer Applications at any time prior to, during, or after the term of this Exhibit.

Notwithstanding any references in this Exhibit to "sale," "resale," "selling," or "reselling," no title to the Developer Application will be transferred by Intuit to Licensees through your participation in the Intuit marketing and sales channels. Your Developer Application(s) will only be made available for use as expressly provided in this Exhibit. You shall retain all ownership rights to your Developer Application(s) subject to any license you grant to Intuit and Licensees.

##### **5.3 Warranties; Restrictions; Proprietary Rights.**

You represent and warrant that you have all rights, including all copyright, trademark and other intellectual property rights, in the Developer Applications necessary to grant the licenses to Intuit in this Agreement, and as appropriate to end user customers.

#### 5.4 End User Customer Relations.

You, and not Intuit, are the licensor of your Developer Application to end user customers. You agree to provide each Licensee with an end user license agreement or terms of service (“EULA”) that contains terms in accordance with the Agreement. You, and not Intuit, are responsible for providing all customer and technical support and maintenance for your Developer Applications. This includes your obligation to provide your Licensees with support services for data transfer to and from QuickBooks for desktop. You agree to promptly respond to any Licensee inquiries forwarded by Intuit relating to your Developer Application. In the event of any change to, or discontinuation of, your Developer Application you shall provide notification to Licensees and address any related customer inquiries.

If termination of a Licensee’s access to any Developer Application is due to nonpayment of License Fees, the Licensee shall be notified that the Licensee’s data shall be deleted if the Licensee does not retrieve it during the notification period.

If Intuit permanently discontinues a specific marketing and sales channel, Intuit (i) shall send notification to you via e-mail at least sixty (60) days prior to such discontinuance and (ii) shall post notification on the website at least thirty (30) days prior to such discontinuance. In such instance, Licensee shall be responsible for retrieving Licensee data from the Service during that sixty (60) day period.

Termination terms for QuickBooks Developer Applications shall be determined by you as stated in the EULA between you and the Licensee. Notwithstanding such terms, Intuit may, upon Licensee’s request, cease providing Licensee’s data to you at any time.

#### 5.5 No Third Party Beneficiaries.

You understand and agree that for the purposes of the Contracts (Rights of Third Parties) Act 1999, Intuit’s affiliates and subsidiaries are third party beneficiaries and shall be entitled to enforce the terms of this Agreement against you but any changes may be made to this Agreement by Intuit without their consent. Other than as provided above this Agreement is intended for the sole and exclusive benefit of the signatories. Nothing in this Agreement is intended to or shall be construed to give any person, other than the parties hereto, any legal or equitable right in respect of this Agreement whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**September 2015**

# Exhibit E: AppConnect Services

This document consists of the following sections:

- A. SUPPLEMENTAL TERMS FOR APPCONNECT SERVICES Initial publication: June 2015

## A. SUPPLEMENTAL TERMS FOR APPCONNECT SERVICES

The following Terms and Conditions also apply and shall prevail over any conflict or inconsistency with the Agreement. By accessing or using AppConnect, you agree to these terms. If you do not agree to these terms, you shall not use AppConnect.

### 1. Third Party Terms

Intuit may provide a service to allow you to obtain your customer's data with third parties via our AppConnect services ("AppConnect") for use in your Developer Application. Upon customer's authorization, we may retrieve your customer's data from third parties, on your behalf or your customer's behalf, as applicable. You may request such data for your Developer Application. Your request is valid until such time you disconnect from AppConnect. **By requesting such data via AppConnect, you agree to this Agreement and the terms and conditions and privacy policy of the third party that is providing the data. Such third parties may restrict data usage and transfer and impose obligations and conditions on you, including restrictions against use of the data for any purpose that may compete with the third party. You acknowledge that you are solely responsible for compliance with third party terms, and that you comply with such terms when you use AppConnect to request data; otherwise you must not use AppConnect. You also acknowledge that such third parties are third party beneficiaries under these terms, and they have rights to enforce these terms against you. Please review their terms carefully before you use AppConnect.**

While we may provide a link to third party sites on AppConnect, you should visit the third party's sites directly to review their most recent terms prior to requesting customer data from us. Periodically, you should continue to review their terms and conditions as they may be updated by the third party. **If you do not agree to all of the third party's terms, you shall not use AppConnect to obtain data from that third party. Otherwise, you are subject to their terms and this Agreement.** We do not endorse or recommend any third party even if they are on AppConnect or otherwise associated with us.

### 2. Restrictions

2.1 You shall not use AppConnect to obtain any "consumer report" as defined under the Fair Credit Reporting Act ("FCRA") to use or transfer to a third party, for any purpose restricted by FCRA or equivalent state laws (e.g. credit, loan or employment). You shall not take any acts to cause Intuit to be a data furnisher. You acknowledge that we are not a consumer reporting agency, and that, where applicable, we act solely as an intermediary or conduit to obtain the consumer report, on the consumer's behalf, to provide it to you for a service that consumer wants.

2.2 You agree that you shall not transfer any data that you receive via AppConnect (including anonymous, aggregate, or derived data) to any ad network, data broker or other advertising or monetization-related service.

2.3 You acknowledge that AppConnect, including our systems and/or our third party systems that support AppConnect may not comply with the Payment Card Industry Data Security Standards (PCI-DSS) and the Payment Application Data Security Standards (PA-DSS). You shall not request any credit card or debit card data, including account number, security code, name on the account or expiration date via AppConnect.



2.4 You will not instruct us to obtain data from third parties that will include any protected health information. AppConnect is not intended to be used to create obligations under the Health Insurance Portability and Accountability Act, as amended (“HIPPA”). We make no representations that we satisfy HIPPA requirements.

2.5 You will not use the AppConnect (a) to process or store any data that is subject to International Traffic in Arms Regulation; or (b) where the failure of the services would lead to death, personal injury or environmental damages (e.g. operation of nuclear facilities, air traffic control or life support systems).

2.6 Except as expressly permitted by the content owner, you will not (a) scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header; (b) copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party; (c) misrepresent the source or ownership; or (d) remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

### 3. Fees

There is no fee for use of AppConnect at this time. We reserve the right to charge a fee at any time upon prior notice. We may post changes to these terms, including fees on our site.

### 4. Intuit Data

If you are requesting Intuit data (e.g. QuickBooks) via the Services, you are subject to additional terms and conditions for the particular QuickBooks data.

### 5. Trademark

Third party trademarks, service names, logos and marks are the properties of their respective owners. Intuit is not affiliated with these third parties. You are not granted any express or implied rights to use third party marks as part of our services.

June 2015