

## Terms of Use

The following User Agreement ("Agreement") governs the use of the The Insight Exchange ("Community"), including without limitation participation in its bulletin boards, forums, chats, and all other areas (except to the extent stated otherwise on a specific page) as provided by Intuit Inc. ("Service Provider," "we," or "our") and/or its affiliate(s).

Please read the terms contained in this Agreement carefully. You can access this Agreement any time at [www.insightexchangecommunity.com](http://www.insightexchangecommunity.com). **Your use of and/or registration on any aspect of the Community will constitute your agreement to comply with these terms.** If you do not agree with these terms, please do not use the Community.

In addition to reviewing this Agreement, please read our Global Privacy Statement ([www.intuit.com/privacy/statement](http://www.intuit.com/privacy/statement)). Your use of the Community constitutes agreement to its terms and conditions as well.

The Agreement may be modified from time to time in our sole discretion. The date of the most recent revisions will appear on this page, so check back often. Continued access to the Community by you will constitute your acceptance of any changes or revisions to the Agreement.

Your failure to follow these terms, whether listed below or in bulletins posted at various points in the Community, may result in suspension or termination of your access to the Community, without notice, in addition to the Service Provider's other remedies.

### I. Registration and Account Creation

#### 1. REGISTRATION INFORMATION:

The Service Provider may at times require that you register and/or set up an account to use certain portions of the Community, or the Community as a whole. In order to do so, you may be provided, or required to choose, a password, User Id, and/or other registration information (collectively, "Registration Information"). You agree and represent that all Registration Information provided by you is accurate and current. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the Community, if available. Otherwise, contact us as described in our Global Privacy Statement.

#### 2. USE OF USER ID/PASSWORD:

A. If you register and/or set up an account on the Community, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement.

B. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.

C. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information, you must promptly change the affected Registration Information by using the appropriate update

mechanism on the Community, if available, or notify us as described in our Global Privacy Statement.

## **II. Terms of Usage:**

### **1. USE OF THE COMMUNITY BY YOU:**

A. Unless otherwise specified, the Community is intended for your personal use only. You may not authorize others to use the Community, and you are responsible for all use of the Community by you and by those you allow to use, or provide access to, the Community.

B. The Community contains material that is protected by local, national and international copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material, including code and software, from the Community. You may download material from the Community and may use the Community for your personal use only, provided you keep intact all copyright and other proprietary notices.

C. The Community is not intended for users under the age of 18, and the Service Provider does not knowingly collect personally identifiable information from users under the age of 18. Such users are expressly prohibited from submitting their personally identifiable information to us, and from using our forums and chat areas; any information submitted by such users will not knowingly be used, posted, or retained by us.

D. You agree not to use any obscene, indecent, or offensive language or to place on the Community any material that is defamatory, abusive, harassing, racist, or hateful. Further, you may not place on the Community any material that is encrypted, constitutes junk mail or unauthorized advertising, or commercial offers, invades anyone's privacy, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or that otherwise violates any local, federal, national or international law or regulation. You agree to use the Community only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.

E. You are responsible for ensuring that any material you provide to the Community or post on a bulletin board or forum or elsewhere, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights.

F. The content, organization, graphics, text, images, video, design, compilation, advertising and all other material on the Community, including without limitation, the "look and feel" of this Community, are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are the property of the Service Provider. The copying, rearrangement, redistribution, modification, use or publication by you, directly or indirectly, of any such matters or any part of the Community, including but not limited to the removal or alteration of advertising, except for the limited rights of use granted hereunder, is strictly prohibited.

G. You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, or otherwise, of material obtained through the Community.

H. You agree not to disrupt, overwhelm, attack, modify or interfere with the Community or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Community. You agree that you will not post any content that contains viruses, corrupted files, or any other similar software or programs (including links) that

may adversely affect the operation of the Community, or feature of the Community. You further agree not to alter or tamper with any information or materials on or associated with the Community.

I. Other than connecting to the Service Provider's servers by http requests using a Web browser, you may not attempt to gain access to the Service Provider's servers by any means - including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Community or otherwise.

J. You acknowledge that the Service Provider has no obligation to review (although it may choose to do so) and does not endorse the content of all sites linked to from this Community and is not responsible for the content or actions of any other sites linked to from this Community. Your linking to any service or site is at your sole risk.

K. The nature of this Community is interactive and public. By posting content, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and for any reason will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas (patentable or not patentable), concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials you transmit may be used by the Service Provider anywhere, anytime, and for any reason whatsoever, without compensation to you.

L. In connection with your participation in the Community, Intuit may disclose to you, directly or indirectly, certain confidential business and technical information that Intuit desires that you treat as confidential. "Confidential Information" means all information or materials provided by Intuit to you, that (a) is not generally known to the public and is held and treated as confidential by Intuit, whether disclosed in oral, written, electronic or other format, or (b) information that a reasonable person knows or should have known to be confidential, given the nature of the information or the circumstances surrounding disclosure. Confidential Information includes, without limitation, products or product ideas shown and/or described to you as part of your participation in the Community. You hereby agree to keep confidential all Confidential Information you receive in connection with your participation in the Community. You acknowledge this is a legally binding obligation.

## **2. COMMENTS BY OTHERS ARE NOT ENDORSED BY THE SERVICE PROVIDER:**

The Service Provider does not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs or otherwise contained in the Community. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of the Service Provider. You agree that the Service Provider is not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

## **3. USE OF MATERIAL SUPPLIED BY YOU:**

For information regarding use of personal information you supply or communicate to the Community, please see our Global Privacy Statement. Except as expressly provided otherwise in the Global Privacy Statement, you agree that by posting messages, uploading files, inputting data, or engaging in any other form of communication with or through the Community, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to

authorize others to do so. In addition, please be aware that information and content (including photographs) (collectively, "Materials") you disclose in publicly accessible portions of the Community will be available to all users of the Community, so you should be mindful of personal information and other content you may wish to post. **THE SERVICE PROVIDER HEREBY DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH ANY AND ALL MATERIALS POSTED, UPLOADED OR SUPPLIED BY YOU ON THE COMMUNITY.**

#### **4. INTELLECTUAL PROPERTY:**

The Service Provider respects the intellectual property of others, and we ask our users to do the same. The Service Provider may, in appropriate circumstances and at its discretion, suspend or terminate the access of and take other action against users, subscribers, registrants and account holders who infringe the intellectual property rights of others.

#### **5. INDEMNIFICATION:**

You agree to indemnify, defend, and hold harmless the Service Provider and its respective affiliates, employees, agents, representatives and third party service providers, from any and all claims and liabilities (including attorneys fees) which may arise from your submissions, from your unauthorized use of material obtained through the Community, or from your breach of this Agreement, or from any such acts through your use of the Community.

#### **6. EDITING AND DELETIONS:**

The Service Provider reserves the right, but undertakes no duty, to review, edit, move or delete any material provided for display or placed on the Community or its bulletin boards, in its sole discretion, without notice.

#### **7. ADDITIONAL TERMS:**

The Service Provider reserves the right to post, from time to time, additional terms of usage that apply to specific parts of the Community. Such additional terms will be posted in the relevant parts of the Community. Your continued use of the Community constitutes your agreement to comply with these additional terms.

#### **8. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY:**

YOU ACKNOWLEDGE THAT YOU ARE USING THE COMMUNITY AT YOUR OWN RISK. THE COMMUNITY IS PROVIDED "AS IS", AND THE SERVICE PROVIDER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE COMMUNITY. THE SERVICE PROVIDER AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE COMMUNITY WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE COMMUNITY.

THE SERVICE PROVIDER AND ITS AFFILIATES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE

DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, THE PROVIDING OF THE COMMUNITY HEREUNDER, THE SALE OR PURCHASE OF ANY GOODS OR MERCHANDISE, YOUR ACCESS TO OR INABILITY TO ACCESS THE COMMUNITY, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE COMMUNITY, YOUR USE OF OR RELIANCE ON THE COMMUNITY OR ANY OF THE MERCHANDISE, INFORMATION OR MATERIALS AVAILABLE ON THE COMMUNITY, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME U.S. STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

YOU HEREBY AGREE TO RELEASE THE SERVICE PROVIDER AND ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED ("CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS COMMUNITY. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

#### **9. TERMINATION OR SUSPENSION OF ACCESS TO THE COMMUNITY:**

The Service Provider has the right to terminate and/or suspend your ability to access the Community or any portion thereof, for any or no reason, or may prevent your use of this Community with or without notice to you. You agree that you do not have any rights in this Community and that the Service Provider will have no liability to you if this Community is discontinued or your ability to access it is terminated.

#### **10. JURISDICTION:**

The Service Provider makes no representation that materials on the Community are appropriate, available or legal in any particular location. Those who choose to access the Community do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the State of California without regard to any conflict of laws provisions. Any disputes arising from or relating to this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts in Santa Clara County, California.