

Drake Refund Policy

Effective: April 23, 2024

All determinations of the refund amount including, without limitation, for multiple product purchases, group pricing, discounts, bundled pricing, and similar pricing arrangements, will be allocated among individual products by first removing the value of any and all free products, promotions, and discounts Licensee received for such product(s). Final determination of the refund amount per product, and any partial refund amounts associated with multiple product or bundled purchases, will be made in Drake's sole discretion. Refunds related to certain promotional offers may be subject to different or additional terms and conditions from those contained herein.

Drake Tax Software and Drake Accounting Software

Licensee may elect to terminate the license:

- prior to the initial release of the applicable tax year software (“initial release of the Software”) and receive a full refund if Licensee provides a written statement that Licensee has (a) retained no copies of the Software, (b) uninstalled all downloaded copies of the Software, (c) ceased use of the Software, (d) not violated any provision of the applicable license agreement for the Software, and (e) not disclosed any confidential or proprietary Drake materials to any third party.
- on or after the initial release of the Software, provided Licensee (a) has not activated, prepared, or electronically filed any tax returns using the Software and (b) requests a refund in writing on or before December 31 of the year of purchase. Drake will, in this case, refund the License Fee that Licensee has paid, less fifty dollars (\$50.00) for PPR and two hundred dollars (\$200.00) for all others, for administrative, setup, shipping, handling, and other costs.
- after December 31 of the year of purchase, provided Licensee (a) has not activated, prepared, or electronically filed any tax returns using the Software and (b) requests a refund within three (3) business days of payment. Drake will, in this case, refund the License Fee that Licensee has paid, less fifty dollars (\$50.00) for PPR and two hundred dollars (\$200.00) for all others, for administrative, setup, shipping, handling, and other costs.

IN ADDITION, NO REFUND OF FEES WILL BE MADE if Licensee has activated, prepared or filed any tax returns or violated any provision of the license agreement or this Refund Policy. No other offer of refund is provided. All determinations of the refund and amount will be made in Drake’s sole and absolute discretion. Where return of materials is required for a refund, TIME IS OF THE ESSENCE.

Annual Software Licenses

A. General Exceptions

- Quotes/Order Confirmations.** In the event there is a conflict or inconsistency between this Refund Policy and the Quote/Order Confirmation accompanying a purchase, the terms/language of this Refund Policy shall control.
- E-Filed Returns.** A REFUND WILL NOT BE PROVIDED FOR ANY DRAKE TAX SOFTWARE IF THE SOFTWARE WAS USED TO E-FILE A TAX RETURN.
- Pay-Per Return Tax Software (PPR).** Only the initial License Fee paid by Licensee is refundable in accordance with this Refund Policy. No refund is available for additional purchases of pay-per-returns. Under no circumstances will Drake refund unused additional pay-per-returns.
- Shipping and Processing Fees.** Shipping and processing fees are non-refundable.

2. **Bundled Software.** If Licensee qualifies for a refund and products purchased were part of a bundle, then Drake will refund the entire bundle price, and any components included therein. Portions of a bundle may not be broken out for a partial refund. Licensees wishing to retain some of the products included in a bundle will have a reduced refund based on the price of the products retained for use.
3. **Downgrading.** Converting from (i) Pro to PPR, (ii) Pro to 1040UL, (iii) 104UL to PPR, (iv) the unlimited package to PPR, and (v) a multi-user version to a single user version are NOT ALLOWED.
4. **Third Party Products and Services.** This Refund Policy does not apply to third party products and services offered through Drake (including Rightworks, The TaxBook, and other third-party products). The third party's refund policy will apply instead.

B. Media and Training

1. **Training Materials.** No refunds will be provided for individual purchases of training materials, including on-demand recordings of Drake Update Schools.
2. **CD Service.** No refunds will be provided for the purchase of CD service.
3. **Printed Manuals.** No refunds will be provided for the purchase of printed manuals.

C. Refund Request Procedure

1. A refund request must be initiated by contacting Drake Software at 828-524-8020.
2. Refund requests for renewing Licensees will be processed in accordance with this Refund Policy.

D. Uninstalling and Returning the Software

1. Licensee agrees to (a) retain no physical copies of the Software, (b) uninstall downloaded copies of the Software and (c) cease use of the Software. Licensee shall return all materials, undamaged, to Drake by REGISTERED MAIL within thirty (30) days of the refund request.
2. Licensee shall not violate any provision of the applicable license agreement and not disclose any confidential or proprietary Drake materials to any third party.
3. A written statement confirming Licensee's compliance with **subsections D.1. and D.2.** above must be sent to Drake prior to the issuance of any refund.