

Drake Audit Defense

Professional Terms and Conditions

Last Updated: July 15, 2026

These Drake Audit Defense Professional Terms and Conditions (these “**Terms**”) govern the availability, purchase, enrollment, billing, and administration of the Drake Audit Defense, service (the “**Service**”) made available by Drake Software, LLC (“**Drake Software**,” “**we**,” “**our**,” or “**us**”) to professional tax preparers, firms, electronic return originators (EROs), and other professional customers that use eligible Drake Software Professional tax preparation software products and services (each referred to herein as “**you**” or “**your**”). By purchasing, enrolling in, accessing, or using the Service, you agree to these Terms.

These Terms apply to your purchase or enrollment in the Service for eligible tax returns prepared for your clients (each, a “**Client**”). The full scope of the Service available to eligible Clients is described in the applicable Drake Audit Defense Client Terms and Conditions, available at [Drake Audit Defense - Client Terms](#) (the “**Client Terms**”). By purchasing, enrolling, offering, or facilitating the Service for any Client or Covered Return, you agree to these Terms.

In addition to these Terms, your use of Drake Software products and services remains subject to the applicable Drake software license and non-disclosure agreement and the [Drake Software Terms of Service](#) (collectively, the “**Platform Terms**”), which are hereby incorporated by reference as if fully stated herein. If there is a conflict between these Terms and the applicable Platform Terms, these Terms will control solely with respect to the Service.

Important Notice Regarding Arbitration, Limitations on Liability and Jury Trial Waiver

THE APPLICABLE DRAKE SOFTWARE LICENSE AND NON-DISCLOSURE AGREEMENT CONTAINS IMPORTANT PROVISIONS GOVERNING HOW DISPUTES BETWEEN YOU AND DRAKE ARE RESOLVED, INCLUDING MANDATORY INDIVIDUAL ARBITRATION, LIMITATIONS ON LIABILITY, AND A WAIVER OF JURY TRIAL RIGHTS. BY PURCHASING, ENROLLING IN, ACCESSING, OFFERING, ADMINISTERING, OR USING THE SERVICE, YOU AGREE THAT ANY DISPUTE ARISING FROM OR RELATING TO THE SERVICE OR THESE TERMS WILL BE GOVERNED BY THE GOVERNING LAW, VENUE, ARBITRATION, DISPUTE RESOLUTION, AND JURY TRIAL WAIVER PROVISIONS IN THE APPLICABLE DRAKE SOFTWARE AND NON-DISCLOSURE LICENSE AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW.

Definitions

For purposes of these Terms:

“Audit” means written inquiry, review, request for information, notice, proposed adjustment or similar tax compliance matter initiated by a Taxing Authority relating to a Covered Return.

“Audit Notice” means a written notice, letter, request for information, proposed adjustment, assessment notice, or other written communication issued by a Taxing Authority relating to an Audit of a Covered Return.

“Bank Products” means tax refund related settlement products, also known as “financial products,” including but not limited to refund transfers, refund advances, and any other products that involve settlement of tax preparation or other fees from the proceeds of taxpayers’ refunds and/or advance funds to taxpayers in anticipation of repayment from the proceeds of tax refunds.

“Business Return” means an eligible tax year 2026 federal business, estate, or trust income tax return, including forms 1041, 1065, 1120, or 1120-S, and, if applicable, the associated state income tax return, prepared and filed by you through the Software and acknowledged or accepted by the applicable Taxing Authority, subject to Drake Software’s eligibility requirements, exclusions, and coverage procedures

“Client” means a taxpayer for whom you prepare and file a Covered Return.

“Coverage Fee” means the fee charged by Drake Software to you for Per-return Coverage or Practice Coverage, excluding any markup, service charge, tax preparation fee, bank product fee, or other amount you may charge to your Client.

“Covered Return” means an Individual Return or a Business Return for which the Service was properly purchased, enrolled or automatically included under Per-return or Practice Coverage, subject to these Terms, the Client Terms, Drake Software’s eligibility requirements, exclusions and coverage procedures. A return is not a Covered Return unless it is for tax year 2026 and has been acknowledged or accepted by the applicable Taxing Authority.

“Individual Return” means an eligible tax year 2026 federal individual income tax return, including Form 1040, and, if applicable, the associated state individual income tax return, prepared and filed by you through the Software and acknowledged or accepted by the applicable Taxing Authority, subject to Drake Software’s eligibility requirements, exclusions, and coverage procedures.

“Markup” means any amount you charge to your Client for the Service in excess of the Coverage Fee owed to Drake Software, where permitted by Drake Software and applicable law; provided that any Markup may not exceed \$65 per Covered Return unless Drake Software expressly agrees otherwise in writing. Markup is only available on Per-return Coverage.

“Per-return Coverage” means you purchased or enrolled in the Service on a per-return basis, subject to any eligibility requirements, exclusions, billing terms, and other conditions established by Drake Software.

“Practice Coverage” means you purchased or enrolled at the practice level, subject to any eligibility requirements, exclusions, billing terms, and other conditions established by Drake Software. Under Practice Coverage, all eligible Individual Returns prepared and filed by you through the Software are automatically included in the Service. Business Returns are not included in Practice Coverage unless you separately elect business-return coverage and Drake Software makes that option available, in which case all eligible Business Returns prepared and filed by you through the Software are automatically included in the Service.

“Service” means the audit assistance and audit defense services described in the Client Terms made available for eligible Covered Returns under these Terms.

“Software” means the applicable Drake Software professional tax preparation products for filing 1040 individual income tax returns, 1041 income tax returns and 1120, 1120-S and 1065 business income tax returns and applicable equivalent state tax returns if you meet certain eligibility requirements.

“Tax Professional” means a credentialed tax professional, including an enrolled agent, CPA, attorney, designated by Drake Software or its service provider.

“Taxing Authority” means the IRS or applicable state taxing authority.

How the Service Works for Professional Customers.

Subject to these Terms, if a Client receives an Audit Notice for a Covered Return and Drake Software determines that it is eligible, Drake Software may provide the Service directly to the Client, through you as the Client’s tax preparer, or through a combination of communications involving Drake Software, you, the Client, Drake Software’s service providers, and any assigned Tax Professional or authorized representative. You or your Client must notify Drake Software within 30 days of receiving an eligible Audit Notice through the support channel, online portal, or other intake process designated by Drake Software and provide a complete copy of the Audit Notice and related correspondence.

Drake Software may determine the appropriate service delivery model for a matter based on the nature of the Audit Notice, applicable authorization requirements, the information available, the Client’s preferences or instructions, your involvement, Drake Software’s operational procedures, and applicable law or professional standards.

Drake Software may communicate with you, the Client, or both, and may facilitate three-way communications among Drake Software, you, and the Client, where Drake Software determines such communications are appropriate and authorized.

Before Drake Software communicates with you about a Client’s tax information, Audit Notice, Covered Return, or other matter covered by the Service, Drake Software may

require documentation satisfactory to Drake Software showing that the Client has authorized such communication or representation. This may include a power of attorney, tax information authorization, consent, engagement authorization, IRS Form 2848, IRS Form 8821, similar state authorization, or other documentation Drake Software determines is appropriate.

You are responsible for obtaining and maintaining any authorization required for you to act on behalf of, communicate for, receive information for, or provide information regarding your Client. Drake Software may decline to share information with you, or may require direct Client participation, if Drake Software determines that authorization is insufficient, expired, revoked, unclear, or otherwise inadequate.

Your engagement in the Service on behalf of your Client does not make you Drake Software's agent, employee, representative, or subcontractor. You remain solely responsible for your own tax preparation services, advice, communications, and relationship with your Client.

The Software that may be eligible for use with the Service is subject to change. The price of the Service is determined at the time of your filing with the Software, unless otherwise provided to you or determined under a valid offer or promotion.

Drake Software may provide the Service directly or through affiliates, contractors, service providers, or other third parties acting on behalf of Drake Software.

Drake Software and its service providers may use artificial intelligence ("AI") tools, including machine learning, automation tools, and other technology-assisted processes provided by third parties ("AI Tools") to deliver and improve the Service, including for intake, document processing, notice classification, workflow routing, drafting assistance, customer communications, quality review, and related operational functions. These AI Tools are used to assist Drake Software personnel and Tax Professionals in providing the Service and for certain communications may not involve human review in every instance, but any use that relates to tax liability or calculations will always include human review. When AI tools are used to provide the Service, the information entered into the AI tool may be used to train, modify, improve, or fine-tune our instance of the applicable AI tool, but will not be used to train third-party instances of large language models.

You acknowledge that the Service does not guarantee any particular outcome, reduction in tax, or favorable resolution of any Audit. Drake Software may decline or discontinue the Service where continued representation would violate applicable law, professional standards, licensing requirements, or these Terms.

General Terms and Conditions of the Service

1. Scope of Services.

The scope of services available for a Covered Return is described in the Client Terms. Drake Software may update the Client Terms, Service features, eligibility requirements, limitations, exclusions, and coverage procedures from time to time, subject to applicable law.

You acknowledge and agree that the Service is provided only for eligible Covered Returns and only as described in the Client Terms. These Terms govern your purchase, enrollment, billing, client communication, cooperation, and administrative obligations relating to the Service.

2. Coverage Models.

Drake Software may make the Service available through Per-return Coverage, Practice Coverage, or other coverage models established by Drake Software. Coverage is subject to these Terms, the Client Terms, Drake Software's eligibility requirements, and Drake Software's then-current enrollment and billing procedures.

- Per-return Coverage. If you purchase Per-return Coverage, the Service applies only to the specific Covered Return for which coverage was properly enrolled and for which the applicable Coverage Fee is paid to Drake Software. You may charge your Client for Per-return Coverage where permitted by Drake Software and applicable law. Unless Drake Software expressly agrees otherwise in writing, you are responsible for collecting any amounts owed by your Client and for paying Drake Software the applicable Coverage Fee. Business Returns are not eligible for the Service under Per-return Coverage.
- Practice Coverage. If you purchase Practice Coverage, all eligible Individual Returns prepared and filed by you through the Software are automatically included in the Service. Business Returns are not included in Practice Coverage unless you elect business-return coverage and Drake Software makes that option available. If you elect to include business return coverage, all eligible Business Returns prepared and filed by you through the Software are automatically included in the Service. Unless Drake Software expressly agrees otherwise in writing, you may not selectively include or exclude Individual Returns within a covered return category once Practice Coverage applies to that category and you remain responsible for the applicable Coverage Fee for returns subject to Practice Coverage, including where a Client opts out.

3. Eligibility and Enrollment.

The Service is available only for eligible Covered Returns that are properly enrolled through eligible Drake Software professional software or other Drake Software-designated enrollment process, subject to these Terms and the Client Terms.

Drake Software may determine eligibility for the Service in its sole discretion, including eligible products, return types, tax years, jurisdictions, enrollment methods, and coverage models.

The eligibility of a specific return is conditioned on successful enrollment and your payment of all applicable Coverage Fees when due. For Practice Coverage, all eligible Individual Returns prepared and filed by you through the Software are automatically included in the Service, subject to these Terms, the Client Terms, Drake Software's eligibility requirements, and Drake Software's then-current billing procedures. If you elect business-return coverage and Drake Software makes that option available, all eligible Business Returns prepared and filed by you through the Software are also automatically included in the Service.

If Drake Software is unable to collect the applicable Coverage Fee for a return, or if payment is reversed, charged back, disputed, or otherwise not received, Drake Software may suspend, cancel, or deny the Service for that return to the extent permitted by applicable law and the Client Terms.

4. Client Communications and Consents.

You are responsible for providing Clients with any required disclosures, consents, acknowledgments, and Client Terms made available or required by Drake Software in connection with the Service. You agree not to market, describe, or offer the Service in a manner inconsistent with the Client Terms, these Terms, or materials approved by Drake Software.

You must promptly provide Drake Software with complete and accurate Client contact information, Audit Notices, Covered Returns, supporting documentation, authorization forms, and other information reasonably requested by Drake Software to evaluate eligibility or provide the Service.

You acknowledge that in the performance of the Service, Drake Software may need to communicate directly with the Client, and you agree not to interfere with direct communications between Drake Software and the Client where Drake Software determines direct Client communication is necessary or appropriate.

5. Authorization and Representation.

Drake Software may require the Client to execute IRS Form 2848, IRS Form 8821, a state power of attorney, tax information authorization, consent to disclose, or similar authorization before Drake Software provides representation, communicates with a Taxing Authority, or shares Client tax information with you.

If you request to communicate with Drake Software or participate in the Service on behalf of a Client, Drake Software may require evidence satisfactory to Drake Software that the Client has authorized you to do so. Drake Software may communicate directly with the Client, directly with you, or with both you and the Client, including through three-way communications, as Drake Software determines appropriate.

Drake Software may decline to communicate with you or may require direct Client participation if Drake Software determines that authorization is missing, insufficient, expired, revoked, unclear, or otherwise inadequate.

6. Your Responsibilities.

You agree to:

- enroll in the Service only for eligible returns and eligible Clients;
- provide Clients with the applicable Client Terms and any disclosures, notices, consents, or acknowledgments required by Drake Software;
- accurately describe the Service and not make representations inconsistent with Drake Software-approved materials, these Terms or the Client Terms;
- promptly provide Drake Software with Audit Notices, Covered Returns, Client contact information, supporting documentation, authorization forms, and other information reasonably requested by Drake Software;
- obtain and maintain any Client authorization required for you to communicate with Drake Software or act on behalf of the Client;
- cooperate with Drake Software, Drake Software's service providers, and any assigned Tax Professional or authorized representative;
- promptly notify Drake Software if a Client revokes authorization, disputes coverage, changes contact information, or instructs you not to participate in the Service or any specific audit defense matter;
- pay all Coverage Fees when due, regardless of whether you collect payment from your Client;
- maintain a valid payment method on file; and
- comply with all applicable laws, professional obligations, bank product requirements, privacy requirements, and Drake Software procedures.

Failure to comply with these requirements may result in suspension or termination of the Service.

7. Billing and Payment.

You must maintain a valid credit card or other Drake Software-approved payment method on file at all times. Unless Drake Software expressly agrees otherwise in writing, all Coverage Fees are payable by credit card.

Drake Software may bill Coverage Fees in arrears on a periodic basis based on your Service enrollments, applicable coverage model, and Drake Software's then-current billing procedures. Billing frequency, timing, and cadence may vary and will be determined by Drake Software in its discretion, unless otherwise stated by Drake Software in writing.

For Practice Coverage, Coverage Fees apply to all eligible Individual Returns automatically included in Practice Coverage. If you elect Business-Return coverage, Coverage Fees also apply to all eligible Business Returns automatically included in Practice Coverage. You remain responsible for all applicable Coverage Fees regardless of whether a Client tells you that the Client does not want, accept, or use the Service, unless Drake Software expressly agrees otherwise in writing.

You authorize Drake Software and its payment processors to charge your payment method on file for all Coverage Fees and other amounts owed under these Terms. You are responsible for ensuring that your payment information remains current, accurate, and authorized.

If a payment method is declined, expired, invalid, disputed, reversed, charged back, or otherwise fails, Drake Software may attempt to charge any other payment method associated with your account, require immediate payment, suspend your ability to enroll additional returns, suspend access to Service features, cancel unpaid coverage to the extent permitted by applicable law and the Client Terms, and/or exercise any other rights available under these Terms or the Platform Terms.

Your obligation to pay Coverage Fees survives any suspension or termination of your access to, participation in, or ability to offer, enroll, administer, or use the Service. Suspension or termination does not relieve you of responsibility for Coverage Fees incurred before the effective date of suspension or termination, including Coverage Fees for returns automatically included under Practice Coverage or properly enrolled under Per-return Coverage.

You remain responsible for all Coverage Fees and other amounts owed, regardless of whether you collect payment from your Client.

You agree to provide Drake Software with accurate tax, business, and payment information reasonably requested by Drake Software, including a completed IRS Form W-9 or equivalent documentation, where required for payment processing, reporting, Markup remittance, account administration, or compliance purposes. Drake Software may withhold, suspend, or offset payments or Markup remittances if you fail to provide requested tax or payment information.

8. Bank Products and Markups

For Per-return Coverage only, where made available by Drake Software and permitted by applicable law, you may add a Markup to the amount charged to your Client for the Service. Any Markup may not exceed \$65 per Covered Return unless Drake Software

expressly agrees otherwise in writing. You are solely responsible for disclosing any Markup to your Client and for complying with all applicable laws, rules, professional obligations, bank product requirements, and Client authorization requirements.

If a Client uses a Bank Product to settle tax preparation, Service, or other fees from refund proceeds or advance funds, Drake Software or its service providers may collect the applicable amount through the applicable Bank Product process. In that case, Drake Software may retain the applicable Coverage Fee and remit any approved Markup to you, subject to Drake Software's procedures, bank product rules, chargebacks, reversals, offsets, and applicable law.

Unless Drake Software expressly agrees otherwise in writing, Markups are not permitted for Practice Coverage.

You are solely responsible for any claims, disputes, disclosures, consents, refunds, chargebacks, or regulatory issues arising from any Markup or Client-facing charge you impose.

9. Limitations; Drake Software Not Responsible for Professional Services.

You are an independent professional customer and are not an employee, agent, partner, joint venturer, franchisee, or representative of Drake Software. Drake Software is not responsible for your tax preparation services, advice, fees, disclosures, client communications, bank product activities, acts, omissions, errors, negligence, misconduct, or failure to comply with applicable law or professional standards.

You are solely responsible for your relationship with your Clients and for any services, advice, representations, or charges you provide to them outside of the audit defense services expressly provided by Drake Software under the Client Terms.

10. Refunds; Non-transferability.

Unless Drake Software expressly agrees otherwise in writing or applicable law requires otherwise, Coverage Fees are nonrefundable once the applicable Covered Return has been filed with the applicable Taxing Authority, or the Service has commenced for a Covered Return. Under Practice Coverage, eligible Individual Returns, and any eligible Business Returns if Business-Return coverage is elected and made available by Drake Software, become Covered Returns automatically under your practice-level enrollment

The Service applies only to the specific Covered Return or coverage model for which it was enrolled and may not be transferred, assigned, resold, substituted, or applied to another client, taxpayer, return, account, firm, or practice except as expressly permitted by Drake Software.

11. Suspension or Termination of the Service.

Drake Software may suspend or terminate your access to the Service immediately upon notice if:

- you breach these Terms or the applicable Platform Terms;
- you engage in abusive, threatening, unlawful, or inappropriate conduct;
- continued representation would violate professional obligations or applicable law;
- your payment method fails or is not kept current;
- you fail to provide requested tax, payment, W-9, authorization, or Client information;
- you misrepresent the Service to Clients;
- you fail to provide required Client Terms, notices, disclosures or consents as required by these Terms, applicable law or if requested by Drake Software;
- you charge unauthorized fees or Markups;
- you violate Bank Product requirements;
- you fail to cooperate with Drake Software or its service providers;
- a Client revokes authorization or disputes your authority to act;
- Drake Software reasonably suspects fraud, abuse, unlawful conduct, or professional misconduct, material errors or omissions, repeated filing issues, or other conduct that may adversely affect Drake Software, Clients, Taxing Authorities, or the Service;
- Drake Software determines that your returns, practices, error rates, Audit Notice volume, Client complaints, payment history, compliance history, or other risk factors create an unreasonable administrative, operational, financial, legal, reputational, or compliance risk to Drake Software or the Service;
- continued participation would violate applicable law, professional standards, Drake Software policies, or these Terms.

Suspension or termination of your access to, participation in, or ability to offer, enroll, administer, or use the Service does not automatically terminate coverage for a Covered

Return for which Drake Software has received all applicable Coverage Fees, provided that the Covered Return was otherwise properly enrolled, eligible for the Service, and not subject to any exclusion under these Terms or the Client Terms. Drake Software may continue to provide the Service directly to the Client, through another Drake Software-designated process, or through another authorized representative, as Drake Software determines appropriate.

If Drake Software has not received all applicable Coverage Fees for a return, or if payment is declined, reversed, charged back, disputed, or otherwise not received, Drake Software may deny, suspend, cancel, or terminate coverage for that return to the extent permitted by applicable law and the Client Terms. In such case, you remain responsible for all amounts owed to Drake Software, and Drake Software may direct the Client back to you regarding any questions, disputes, refunds, or claims relating to your failure to pay, your failure to properly enroll the return, or your offering, sale, or administration of the Service.

Nothing in this section limits Drake Software's right to deny, suspend, cancel, or terminate the Service for a return if Drake Software determines that the return was not eligible, was not properly enrolled, was enrolled or offered in violation of these Terms, the Client Terms, the Platform Terms, or applicable law, or if continued service would violate applicable law, professional standards, ethical obligations, licensing requirements, or Drake Software policies.

12. Disclaimer of Warranties.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, DRAKE SOFTWARE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE.

DRAKE SOFTWARE DOES NOT GUARANTEE THAT:

- ANY PARTICULAR TAX RESULT, AUDIT RESULT, COLLECTION RESULT, PENALTY RELIEF, REFUND, OR OTHER OUTCOME FOR YOU OR ANY CLIENT;
- ANY AUDIT OR OTHER COVERED MATTER WILL BE RESOLVED FAVORABLY;
- ANY TAXING AUTHORITY WILL ACCEPT ANY POSITION TAKEN ON A RETURN OR ANY SUBMISSION MADE IN CONNECTION WITH THE SERVICE;
- TAXES, PENALTIES, INTEREST, FEES, OR OTHER AMOUNTS WILL NOT BE ASSESSED OR OWED BY YOUR CLIENT;

- ANY RETURN, CLIENT, TAX YEAR, TAX FORM, JURISDICTION, ENROLLMENT, COVERAGE MODEL, MARKUP, BANK PRODUCT, OR PAYMENT METHOD WILL BE ELIGIBLE FOR THE SERVICE;
- ANY CLIENT WILL PURCHASE, ACCEPT, RETAIN, USE, OR BENEFIT FROM THE SERVICE;
- ANY ENROLLMENT, BILLING, PAYMENT, BANK PRODUCT SETTLEMENT, MARKUP REMITTANCE, INTAKE, OR SUPPORT PROCESS WILL BE UNINTERRUPTED, TIMELY, ERROR-FREE, OR AVAILABLE AT ALL TIMES; OR
- YOUR PAYMENT METHOD, BANK PRODUCT SETTLEMENT, CLIENT PAYMENT, OR CLIENT AUTHORIZATION WILL BE ACCEPTED, COMPLETED, OR NOT REVERSED, DISPUTED, CHARGED BACK, OR DECLINED.

13. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DRAKE SOFTWARE AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, PAYMENT PROCESSORS, BANK PRODUCT PROVIDERS, EMPLOYEES, AGENTS, CONTRACTORS, TAX PROFESSIONALS AND REPRESENTATIVES SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES; LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF DATA, OR LOSS OF CLIENT OR BUSINESS OPPORTUNITY; COSTS OF SUBSTITUTE SERVICES, TAXES, PENALTIES, INTEREST OR OTHER AMOUNTS ASSESSED BY A TAXING AUTHORITY; ACTIONS TAKEN BY A TAXING AUTHORITY; OR DAMAGES ARISING FROM INFORMATION, DOCUMENTS, INSTRUCTIONS, AUTHORIZATIONS OR CONSENTS PROVIDED OR NOT PROVIDED BY YOU OR A CLIENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DRAKE SOFTWARE SHALL NOT BE LIABLE FOR CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES ARISING FROM OR RELATING TO YOUR TAX PREPARATION SERVICES, ADVICE, ACTS, OMISSIONS, ERRORS, NEGLIGENCE, MISCONDUCT, OR CLIENT COMMUNICATIONS; YOUR FAILURE TO PROVIDE THE REQUIRED CLIENT TERMS, DISCLOSURES, CONSENTS, OPT-OUT OPPORTUNITIES, OR AUTHORIZATIONS TO YOUR CLIENT; YOUR OR YOUR CLIENT'S FAILURE TO PROVIDE ACCURATE CLIENT OR RETURN INFORMATION; YOUR FAILURE TO TIMELY OR CORRECTLY ENROLL A RETURN; PAYMENT FAILURES, CHARGEBACKS, REVERSALS, DECLINED CARDS, DISPUTED PAYMENTS, FAILED BANK PRODUCT SETTLEMENTS, OR FAILURE TO COLLECT PAYMENT FROM A CLIENT; ANY MARKUP, CLIENT-FACING CHARGE, REFUND, DISCOUNT, REBATE, OR FEE YOU IMPOSE OR FAIL TO DISCLOSE; ANY CLIENT CLAIM, COMPLAINT, DISPUTE, OR REGULATORY INQUIRY ARISING FROM YOUR OFFERING, MARKETING, SALE, ENROLLMENT, OR ADMINISTRATION OF THE SERVICE; OR ANY SUSPENSION, TERMINATION, OR DENIAL OF THE SERVICE AS PERMITTED UNDER THESE TERMS OR THE CLIENT TERMS.:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DRAKE SOFTWARE'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE SERVICE SHALL NOT EXCEED THE COVERAGE FEES PAID BY YOU PAID TO DRAKE SOFTWARE FOR THE SERVICE DURING THE

TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. FOR CLAIMS RELATED TO A SPECIFIC COVERED RETURN, DRAKE SOFTWARE'S TOTAL LIABILITY SHALL NOT EXCEED THE COVERAGE FEE PAID TO DRAKE SOFTWARE FOR THAT COVERED RETURN.

IN NO EVENT DOES DRAKE SOFTWARE ASSUME ANY LIABILITY TO ANY CLIENT OR OTHER THIRD PARTY ARISING OUT OF YOUR USE, OFFERING, ENROLLMENT, SALE, OR ADMINISTRATION OF THE SERVICE, EXCEPT AS EXPRESSLY PROVIDED IN THE APPLICABLE CLIENT TERMS. NOTHING IN THESE TERMS LIMITS LIABILITY THAT CANNOT LAWFULLY BE LIMITED UNDER APPLICABLE LAW.

14. Indemnification. You agree to defend, indemnify, and hold harmless Drake Software and its affiliates, licensors, service providers, payment processors, Bank Product providers, employees, agents, contractors, Tax Professionals, and representatives from and against any claims, demands, investigations, losses, liabilities, damages, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising from or relating to: your tax preparation services; your acts, omissions, errors, negligence, misconduct, or violation of law; your marketing, offering, sale, enrollment, administration, or description of the Service; your failure to provide required Client Terms, notices, disclosures, consents, or authorizations; your Markups, Client-facing charges, or fee disclosures; your Bank Product activities; your failure to pay amounts owed to Drake Software; or any Client claim or dispute arising from your relationship with the Client, except to the extent caused by Drake Software's gross negligence or willful misconduct.

15. Governing Law. These Terms are governed by the governing law provisions contained in the applicable Platform Terms.

16. Dispute Resolution. Any dispute arising from or relating to the Service or these Terms shall be governed by the governing law, venue, arbitration, dispute resolution, and jury trial waiver provisions contained in the applicable Drake Software Professional Software License Agreement, which are incorporated into these Terms by reference. To the fullest extent permitted by law, those provisions apply to the Service and these Terms as if the Service and these Terms were part of the applicable Drake Software Professional Software License Agreement.

To the extent there is any conflict between this section and the governing law, venue, arbitration, dispute resolution, or jury trial waiver provisions in the applicable Drake Software Professional Software License Agreement, the applicable Drake Software Professional Software License Agreement shall govern.

17. Changes to the Service. Drake Software may modify, suspend, or discontinue all or part of the Service, these Terms, the Client Terms, eligibility requirements, supported return types, covered tax years, coverage models, enrollment procedures, billing cadence, Coverage Fees, payment methods, Bank Product settlement procedures, Markup rules, service delivery procedures, and related features or requirements at any time, subject to applicable law and any written commitments expressly made by Drake Software.

Updated Terms or Client Terms will become effective upon posting, in-product notice, email notice, account notice, or other notice determined by Drake Software. Your continued purchase, enrollment, offering, administration, or use of the Service after the effective date of any update constitutes acceptance of the updated terms.

Drake Software personnel, service providers, Tax Professionals, sales representatives, support representatives, and other personnel are not authorized to modify these Terms or the Client Terms, or to make any additional representations, commitments, warranties, or obligations binding on Drake Software, unless expressly agreed in writing by an authorized Drake Software representative.

18. Privacy. By purchasing, enrolling in, offering, administering, accessing, or using the Service, you agree to the [Drake Software Privacy Notice](#), as updated from time to time. Drake Software may update its Privacy Notice by revising the date at the top of the webpage or, in some cases, by providing additional notice, such as email or in-product notice, at Drake Software's discretion. Your continued purchase, enrollment, offering, administration, access, or use of the Service after an update to the Privacy Notice constitutes your acknowledgment and acceptance of the updated Privacy Notice.

Drake Software may collect, receive, retain, use, and disclose information in connection with the Service, including information regarding your account, your use of Service features, coverage enrollments, Covered Returns, Clients, Audit Notices, authorizations, service activity, billing, payment, Bank Product settlement, and communications. Drake Software may also collect or receive anonymized, aggregated, or de-identified information regarding Service performance, diagnostics, troubleshooting, product development, service administration, and product or service improvement, and may retain and use that information for such purposes.

You are responsible for providing all legally required privacy notices and obtaining all legally required consents, authorizations, permissions, and disclosures from Clients for Drake Software to receive, use, disclose, retain, and share Client information in connection with the Service. You represent, warrant, and covenant that all Personal Information, tax return information, Audit Notices, Client documents, authorizations, consents, and other Client information you provide to Drake Software, or otherwise make available to Drake Software in connection with the Service, is provided in compliance with applicable law, professional obligations, privacy requirements, and Client authorizations.

To the extent the CCPA applies to you and you qualify as a "Business" under the CCPA with respect to your Clients' Personal Information, the parties agree that Drake Software acts as a "Service Provider" with respect to such Client Personal Information when processing it to provide the Service under these Terms. Depending on the state in which you or your Clients reside, applicable privacy laws may provide additional rights regarding Personal Information. You and Drake Software will each comply with privacy laws applicable to their respective activities and will provide each other with legally required assistance reasonably necessary to support compliance with such laws.

Drake Software may communicate directly with Clients regarding the Service, including coverage, eligibility, enrollment, intake, documentation, authorizations, service delivery, billing-related matters, and related support, and may communicate with you regarding a Client's Service matter where Drake Software determines that appropriate authorization exists.

19. Entire Agreement. These Terms, together with the applicable Platform Terms and Privacy Notice, constitute the entire agreement between you and Drake Software concerning the Service. If any provision of these Terms is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect.