

Drake Software Refund Policy

Last Updated: June 4, 2025

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 and/or financing 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:

1. 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) cancelled any related subscriptions to the Software, (d) confirmed any related access to the Software and services has been terminated, (e) ceased use of the Software, (f) not violated any provision of the applicable Drake Software License and Non-Disclosure Agreement ("License Agreement") for the Software, and (g) not disclosed any confidential or proprietary Drake materials to any third party.
2. 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, 2025. For Desktop Applications, Drake will, in this case, refund the License Fee that Licensee has paid, less fifty dollars (\$50.00) for Desktop Pay-Per-Return Software ("PPR"), and two hundred dollars (\$200.00) for all other Desktop Software, for administrative, setup, shipping, handling, and other costs. For Web Based Applications, Drake will, in this case, refund the License Fee and/or return fees that Licensee has paid, less 10% for administrative, setup, and other costs. User Access Fees are non-refundable.
3. after December 31, 2025, 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. For Desktop Applications, Drake will, in this case, refund the License Fee that Licensee has paid, less fifty dollars (\$50.00) for Desktop PPR and two hundred dollars (\$200.00) for all other Desktop Software, for administrative, setup, shipping, handling, and other costs. For Web Based Applications, Drake will, in this case, refund the License Fee and/or return fees that Licensee has paid, less 10% for administrative, setup, and other costs. User Access Fees are non-refundable.

Without limiting any other provision in this Refund Policy, refunds for PPR Software and Web Based Applications will not be issued if Licensee has prepared and filed, electronically or by printing and

mailing, a prior-year tax return using Drake Tax prior year Software acquired with the purchase of Drake Tax.

IN ADDITION, NO REFUND OF FEES WILL BE MADE if Licensee has activated, prepared or filed any tax returns using the Software or violated any provision of the applicable 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.

A. Annual Software Licenses

1. General Exceptions

- a. **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.
 - b. **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.
2. **PPR Software.** 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 (i) pay-per-returns, (ii) Drake Tax 1040, (iii) Web1040, and/or (iv) Drake Tax Online returns.
 3. **Shipping and Processing Fees.** Shipping and processing fees are non-refundable.
 4. **User Access Fees.** Web Based Application User Access Fees are non-refundable.
 5. **Bundled Software.** If Licensee qualifies for a refund and products purchased were part of a bundle or multi-product purchase, then Drake will refund the entire bundle or multi-product purchase price, and any components included therein. Portions of a bundle or multi-product purchase may not be broken out for a partial refund.
 6. **Downgrading.** Converting from (i) 1040UL to Drake Tax Online, and/or PPR; (ii) Pro to 1040UL, Drake Tax Online, and/or PPR; (iii) a multi-user version to a single-user version; (iv) PPR to Drake Tax Online; and/or (v) the unlimited package to PPR are NOT ALLOWED.
 7. **Third Party Products and Services.** This Refund Policy does not apply to third party products and services offered through Drake (including Rightworks, TheTaxBook, 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.

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. For Web Based Applications, Licensee must cancel their subscription, cease use of the Software, and confirm that all access has been terminated.
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.

E. Purchases Financed through Ratio

1. Licensees who finance their purchases through Ratio agree that:
 - a. their downpayment is non-refundable; and
 - b. the second paragraph under "Drake Tax Software and Drake Accounting Software" above is modified by striking "For Desktop Applications, Drake will, in this case, refund the License Fee that Licensee has paid, less fifty dollars (\$50.00) for Desktop Pay-Per-Return Software ("PPR") and two hundred dollars (\$200.00) for all other Desktop Software, for administrative, setup, shipping, handling, and other costs. For Web Based Applications, Drake will, in this case, refund the License Fee and/or return fees that Licensee has paid, less 10% for administrative, setup, and other costs. User Access Fees are non-refundable."; and
 - c. the third paragraph under "Drake Tax Software and Drake Accounting Software" above is modified by striking "For Desktop Applications, Drake will, in this case, refund the License Fee that Licensee has paid, less fifty dollars (\$50.00) for Desktop PPR and two hundred dollars (\$200.00) for all other Desktop Software, for administrative, setup, shipping, handling, and other costs. For Web Based Applications, Drake will, in this case, refund the License Fee and/or return fees that Licensee has paid, less 10% for administrative, setup, and other costs. User Access Fees are non-refundable."