



Drake Software Refund Policy

All determinations of the refund amount for multiple product purchases, group pricing, discounts, bundled pricing, etc., will be allocated among individual products by first removing any and all discounts for the products. Final determination of the refund amount per product and any partial refund amounts associated with multiple product or bundled purchases will be made in the sole discretion of Drake.

Drake Tax Software and Drake Accounting Software

Refund Policy. Licensee may elect to terminate this license prior to December 31, 2021 and receive a full refund with no penalty, provided Licensee returns all materials, undamaged, to Drake by REGISTERED MAIL within thirty (30) days, with a written statement that Licensee (1) has retained no copies of the Software, (2) has uninstalled all downloaded copies of the Software, (3) has not disclosed any of the materials to any third party whatsoever, and (4) has not violated **any provision** of this Agreement. After December 31, 2021, Licensee may request a refund within 72 hours or three (3) business days of payment, provided Licensee has not prepared or electronically filed any tax returns using Drake Tax Software. Drake will, in this case, refund the License Fee that Licensee has paid, less two hundred dollars (\$200.00) for administrative, setup, shipping, handling and other costs. NO REFUND OF FEES WILL BE MADE if Licensee has activated, prepared or filed any returns through Drake Tax Software or violated any provision of this Agreement. NO REFUND OF FEES WILL BE MADE after January 15, 2022 on Drake Accounting Software. No other offer of refund is provided. Refunds are subject to and may be limited by discounts on multiple product purchases made by Licensee, and a "Full Refund" may be limited in conjunction with the current Drake Refund Policy as outlined in this document. All determinations of the refund amount for multiple product purchases and discounts will be made in the sole discretion of Drake. Where return of materials is concerned for the purposes of 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 the Drake Refund Policy and the Quote/Order Confirmation accompanying a purchase, the terms/language of the Drake Refund Policy shall control.
 - b. **E-Filed Returns.** A REFUND WILL NOT BE PROVIDED FOR ANY TAX SOFTWARE IF THE SOFTWARE WAS USED TO E-FILE A TAX RETURN.
 - c. **Pay-Per Return Tax Software.** Only the initial software license fee paid by Licensee is refundable in accordance with the Drake Refund Policy. No refund is available for additional purchases of pay-per-returns. Under no circumstances will Drake refund unused additional pay-per-returns.
 - d. **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 part of the products included in a bundle will have a reduced refund based on price of the products retained for use.
 3. **Downgrading from Unlimited to PPR. Converting from the unlimited package to PPR is NOT ALLOWED.**
 4. **Third Party Products and Services.** Drake's refund policy does not apply to third party products and services offered through Drake Software (including, but not limited to, Protection Plus, Nelco, etc.). 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 the 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 Accounting at (828) 349-5900.

2. Physical software copies of the software, if received, must be returned with a signed and dated refund request form to:

Drake Software
Attn: Accounting Department
235 E Palmer Street
Franklin, NC 28734

3. Refund requests for renewing Licensees will be processed in accordance with the Drake Refund Policy.
4. Refund requests for new Licensees will be forwarded to the Drake sales representative handling the account for approval. Approval by the sales representative must occur prior to a refund being processed.

D. Uninstalling the Software

1. Upon receipt of a refund, Licensee agrees to retain no physical copies of the software, to uninstall all downloaded copies of the software and cease all use of the software.
2. Licensee shall not violate any provision of the applicable Drake Software license agreement and not disclose any Drake materials to any third party.
3. A written statement confirming **subsections D.1 and D.2** must be sent to Drake prior to issuance of any refund.