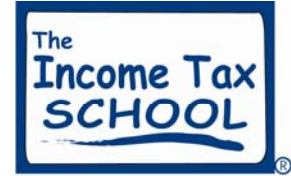


# The Income Tax School TERMS OF USE for People Who Teach The Income Tax School



[www.TheIncomeTaxSchool.com](http://www.TheIncomeTaxSchool.com)

## Money Back Guarantee on School Kits

**Book or Online Kits:** The Income Tax School materials must be returned in reusable (sealed) condition within 15 days of receipt for a full refund, less shipping and handling fees, which are not refundable. Tax Practice Management Manuals are non-refundable.

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4. The Effective Date of this Agreement shall be the earlier of when you either sign the Order Form attached hereto/on the reverse hereof or sign this Agreement. The initial term shall expire on April 30 of the year next following the year in which the Effective Date falls. Unless earlier terminated in accordance with the terms hereof, this Agreement shall automatically renew for additional terms of

twelve (12) months upon expiration on the then current term subject to payment of the then current annual renewal fee as set forth on PEOPLES' Web sites at [www.peopletax.com](http://www.peopletax.com) and [www.theincometaxschool.com](http://www.theincometaxschool.com) prior to renewal. This Agreement shall terminate at the end of the then current term in the event either of the parties notifies the other of non-renewal at least forty (45) days prior to the end of the then current term. PEOPLES may terminate this Agreement at any time in the event you breach any of the terms hereof. Except as set forth in Section 5, within ten (10) days of termination of this Agreement, you shall return to PEOPLES all Materials in your possession or destroy such Materials and furnish PEOPLES with a sworn declaration confirming such destruction. The provisions of Sections 2, 4, 6 and 7 shall survive termination of this Agreement.

5. Subject to the terms and required return data and certifications more particularly described at PEOPLES Web sites at [www.peopletax.com](http://www.peopletax.com) and [www.theincometaxschool.com](http://www.theincometaxschool.com) regarding its MONEY BACK GUARANTEE, within fifteen (15) days of receipt of The Income Tax School Materials, you may elect to terminate this Agreement and return the The Income Tax School Materials to PEOPLES for a refund of the license fee less shipping and handling charges provided the The Income Tax School Materials are in re-sellable condition, in PEOPLES' sole discretion. Tax Practice Management Materials may not be returned for a refund.

6. YOU ACKNOWLEDGE THAT INCOME TAX PREPARATION RULES, REGULATIONS AND METHODS ARE SUBJECT TO CHANGE AND ARE OF SUCH COMPLEXITY THAT THE MATERIALS MAY BE INACCURATE, INCOMPLETE OR CONTAIN DEFECTS. THE MATERIALS ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY AND NONINFRINGEMENT. PEOPLES SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR DAMAGES OF ANY KIND, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM ANY PROGRAMS, SERVICES OR MATERIALS LICENSED OR MADE AVAILABLE HEREUNDER OR YOUR USE OR MODIFICATION THEREOF. THIS LIMITATION SHALL APPLY EVEN IF PEOPLES HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST PEOPLES ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN YOU SHALL HAVE LEARNED OF THE DEFECT, INJURY OR LOSS. THE ENTIRE AND AGGREGATE LIABILITY OF PEOPLES AND YOUR EXCLUSIVE REMEDY SHALL BE, IN PEOPLES' SOLE DISCRETION, TO CORRECT ERRORS, OR TO REFUND THE ANNUAL LICENSE FEE PAID BY YOU FOR THE CURRENT TERM AND TERMINATE THIS AGREEMENT. PEOPLES' SHALL NOT IN ANY EVENT BE LIABLE FOR MORE THAN THE ANNUAL LICENSE FEE PAID BY YOU TO PEOPLES FOR THE CURRENT TERM (WHETHER SUCH LIABILITY ARISES FROM BREACH OF WARRANTY, BREACH OF THIS AGREEMENT OR OTHERWISE, AND WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY).

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