

Welcome!

You made the right choice.

When TaxAudit defends your tax return at an IRS or state audit, you have a professional tax representative who protects you in many important ways!

We will:

- Defend your income tax return in an audit through the highest level of appeals
- Handle audit correspondence and communication
- Minimize the financial impact of an audit
- Ensure you never meet with the IRS!

More information about TaxAudit Audit Defense can be found on our website. Be sure to bookmark our address intuit.taxaudit.com.

If you have any questions or need assistance, please contact us at **877.829.9695**.

Thank You!



What to do if you receive a notice from the IRS or State



We understand the sense of dread that comes with every official-looking envelope from the IRS or state tax authority, but because you have an Audit Defense Membership you don't need to panic. By following these instructions, you will help us facilitate the best possible outcome of your audit or tax notice.

- 1** Do not contact the IRS unless you are instructed to do so by your audit defense team. TaxAudit will assign you a representative. We will take care of correspondence with the IRS or state for you. When the IRS notifies you by mail, you must report your notice to TaxAudit within 15 days of the date of the first notice or additional fees may apply.
- 2** With the letter from the IRS or the state in hand, immediately report your audit online at: intuit.taxaudit.com and follow the "How to Login" instructions.
- 3** You will then have created a record and you will be given instructions for sending us the documents we'll need in order to help you. We'll let you know what to expect next.
- 4** If you would like to talk to someone about your audit or need help reporting your audit online, call: **877.829.9695**.

IF YOU ARE NOTIFIED BY PHONE OR IN PERSON:

- Do not discuss the audit, tax notice, or your tax return with the agent unless you are instructed to do so by TaxAudit.
- Tell the agent that you have representation and need to receive written notification.
- When you have received the notice in the mail, follow the instructions above.

THANK YOU! From the Experts at TaxAudit

How to Login



Create a NEW website login:

1. Click **My Account** in the upper right-hand corner of the homepage.
2. Click **Setup Login**.
3. Complete the short registration form, then click **Submit**.
4. Complete the Create Login Screen and click **Submit**.
5. Log in with your new TaxAudit Username and Password.
6. Complete the 2-Step Verification Setup.
7. Once logged in, select **My Audit Defense** from the drop-down in the upper right-hand corner of the page.
8. Click **Report an Audit** on the year the notice or audit is for.
9. Confirm by clicking **Report an Audit**.
10. Verify your contact information. If applicable, click the pencil to update your contact information.
11. For security purposes, a confirmed email is required to complete your audit report. If you do not see our confirmation email in your inbox, please look for it in your Spam or Bulk Main folders. Click on the link within the email to confirm your email address.
12. Click **Create Case**.

OR If you have already created a website login:

1. Click **My Account** in the upper right-hand corner of the homepage.
2. Use your Username and Password to log in.
3. Click **Login**.
4. Complete the 2-step Verification.
5. Once logged in, select **My Audit Defense** from the drop-down in the upper right-hand corner of the page.
6. Click **Report an Audit** on the year the notice or audit is for.
7. Confirm by clicking **Report an Audit**.
8. Verify your contact information. If applicable, click the pencil to update your contact information.
9. For security purposes, a confirmed email address is required to complete your audit report. If you have not previously confirmed your email address, a confirmation email will be sent to your email address on file. If you do not see our confirmation email in your inbox, please look for it in your Spam or Bulk Mail folders. Click on the link within the email to confirm your email address.
10. Click **Create Case**.

If you would like to talk to someone about your audit or need help reporting your audit online, call: **877.829.9695**.

THANK YOU! From the Experts at TaxAudit

Membership Certificate



TaxAudit™

THIS CERTIFICATE IS PRESENTED FOR:

As of _____, the _____ tax return
associated with the purchase is protected by
TaxAudit. This guarantees that

– WE FACE THE IRS SO YOU DON'T HAVE TO –

TaxAudit will represent you through the completion of any income tax
audit for the tax year identified on this membership certificate
during the period of membership.

Jake Sindt
Chief Executive Officer

SERVICE ID:

PURCHASE DATE:

PRODUCT NAME:

EXPIRATION:



TURBOTAX® ANNUAL AUDIT DEFENSE MEMBERSHIP AGREEMENT

TaxResources, Inc., dba TaxAudit, will provide the audit defense services for the tax return described on the membership certificate in return for the applicable membership fee and compliance with all applicable terms of this agreement (the "Audit Defense Plan").

CLARIFICATION OF TERMS

In this agreement, "you" and "your" refer to the member(s) shown on the membership certificate. "We," "us" and "TaxAudit" refer to TaxResources, Inc., the company providing audit defense services. "IRS" refers to the Internal Revenue Service and "State" refers to your state income tax authority.

Audit: Audit means any communication, including telephone calls, initiated by the IRS or State income tax agency that wishes to audit, examine, review, investigate or verify any item or items on the IRS income tax forms and State equivalent listed on the membership certificate.

Audit Defense: Audit Defense means that TaxAudit will represent you through the completion of any income tax audit for the tax return year identified on the membership certificate during the Period of Membership. Audit notification must be received during the Period of Membership. The Audit Defense Plan is also subject to the limitations and exclusions listed in the membership certificate and this agreement.

Audit Defense also includes:

- Handling all communications, including letters and/or telephone calls with the IRS or State regarding the audit.
- Assigning the Audit Representative(s) to manage your case.
- Developing a strategy with you and then meeting or corresponding with the IRS or State on your behalf.
- Negotiating with the IRS or State through Appeals and pre-litigation Appeals review prior to trial in Tax Court.
- No settlement will be reached with the IRS or State without your final approval and consent.
- Two hours of collection assistance is available on request if your covered audit results in additional tax due.

Acceptance Date: Acceptance Date is the date that Intuit Inc. receives your payment for the Audit Defense Plan in full. Your Acceptance Date appears on the membership certificate.

Statute of Limitations: Statute of Limitations is the time the IRS or State has to audit your tax return. The Statute of Limitations for the IRS is typically three years from the date of filing or the due date, whichever is later, and is typically four years for States.

Expiration Date of Membership: The Expiration Date of Membership is based on the Acceptance Date. If the Acceptance Date is on or prior to the initial IRS due date of the tax return without regard to an extension (typically April 15th), the Expiration Date of Membership shall be the initial due date of the tax return for the subsequent tax year (typically April 15th). If the Acceptance Date is after the initial due date of the tax return without regard to an extension (typically April 16th through October 15th), the Expiration Date of Membership shall be the extended due date of the tax return for the subsequent tax year (typically October 15th).

Audit Representative(s): Audit Representative(s) means your TaxAudit audit representative(s) who will be assigned to your audit case. These individuals will ordinarily be assigned to you according to their area of expertise.

CONFIDENTIALITY

Your name, address, and any other personal information will not be disclosed or sold to any persons or firms. Only TaxAudit's staff will have access to your tax information.

MEMBER BENEFITS

Audit Defense - TaxAudit will professionally defend a covered federal or state income tax audit or notice from the time of the first

notice to its completion, subject to the Audit Defense Plan Limitations and Exclusions described below. This includes any Audit that arises during the Period of Membership. All scheduling of appointments, telephone calls and correspondence will be handled by the assigned Audit Representative(s). We will meet or correspond with the auditor on your behalf and will defend you through the highest level of appeals, subject to the terms herein.

RESPONSIBILITIES

Our Responsibility: We are responsible to provide you with professional Audit Defense service.

Your Responsibility: Upon receipt of any communication from the IRS or State, you are responsible to perform or provide the following:

- Promptly** report your notice at <https://secureintuit.taxaudit.com/login/login/r>. **Do not contact the IRS or State.** To ensure effective service regarding your Audit, **you must** use your assigned TaxAudit Audit Representative(s) as your **only** contact with the IRS or State. **If you do not contact TaxAudit within 15 days of the date of the first notice, additional charges may apply. If you wait too long, you will eliminate our ability to defend your case.**
- Provide your signature(s) on the required IRS or State Power of Attorney and return to the Audit Representative(s) in a timely manner. This will enable your Audit Representative(s) to communicate with the IRS or State on your behalf. This document may not be altered in any way.
- Provide in a timely manner the information and documentation necessary to substantiate the various items of income and expense in question so that your Audit Representative(s) can prepare your defense.
- We ask that you comply with the Audit procedure and strategy actions recommended by TaxAudit and any of the Audit Representative(s) working on your behalf. If you are unable to maintain this commitment, TaxAudit cannot be responsible for the outcome of your Audit and reserves the right to cease providing service where reasonably warranted.

AUDIT DEFENSE PLAN LIMITATIONS

TaxAudit is dedicated solely to legitimately protecting the rights and assets of our members in the event of an Audit. The following defines our service limitations:

- TaxAudit does not provide legal assistance, nor represent our members in Federal or State Court, including Tax Court.
- TaxAudit does not provide legal assistance in defending issues of civil or criminal fraud, whether actual or alleged.
- TaxAudit does not prepare or amend our members' Federal, State or Local income tax returns.
- TaxAudit will not reconcile checkbooks, organize records or do record keeping or bookkeeping for our members.
- TaxAudit does not provide assistance for collection notices when we did not defend the Audit. If you have a collection notice from the IRS or State it is not considered an Audit and is not covered by your TaxAudit Audit Defense Membership.
- TaxAudit is not responsible for the extra work and costs involved if you report your Audit late or you do not cooperate by providing the documentation in a timely manner which results in the auditing agency issuing a Notice of Deficiency (NOD) or the state equivalent. If this occurs, TaxAudit will pass these costs onto the member in the form of a late fee.

AUDIT DEFENSE PLAN EXCLUSIONS

Certain Audits, tax returns, and issues of audit may be excluded from the Audit Defense Plan for any of the following reasons:

Pre-existing Conditions – If the date on the notice of audit

from the IRS or State is prior to the Acceptance Date of this Agreement, Audit Defense services for that audit are excluded.
Unfiled Tax Returns – Your Audit Defense Plan is limited to providing Audit Defense services for tax returns that have been prepared and filed. If a tax return has not been prepared and filed, TaxAudit will commence services on the Audit after the tax return has been prepared and filed.

Large Businesses – Business entities with gross receipts exceeding \$5 million and/or 10 partners/stockholders/beneficiaries/members are not eligible for membership.

Ownership Interest in Other Tax Entities – If you have an ownership interest in a Corporation, Partnership, LLP, Trust, Estate, or Tax Shelter that has been contacted for an Audit and is not a TaxAudit member, Audit Defense services for that tax entity are excluded.

Tax Protestors – TaxAudit will exclude anyone protesting the taxing of income on economic, religious, legal or constitutional grounds, or other frivolous claims.

Criminal Investigation (CI) – If you are currently under investigation by CI, you are excluded from Audit Defense services. For any Audit that TaxAudit is defending in which CI enters the Audit, TaxAudit will cease working that Audit and will exclude the member from further Audit Defense services until completion of the CI investigation. When the CI investigation is completed, TaxAudit will resume working on the Audit, if possible.

Other Taxes – Your Audit Defense Plan is limited to the type of income tax return listed on the membership certificate. Payroll tax, sales tax, property tax, gross receipts tax, city and local tax, estate and gift tax and compliance audits of pension and profit sharing plans are excluded from the Audit Defense Plan.

TERMINATIONS OF MEMBERSHIP AGREEMENT

TaxAudit reserves the right to terminate this Audit Defense Plan upon the breach of any material provision of this agreement by you, in the event that an Audit meets the criteria of any of the “AUDIT DEFENSE PLAN EXCLUSIONS” listed above, or in the event that a condition renders the completion of TaxAudit’s responsibilities under this agreement unreasonably difficult to fulfill. Conditions that can render completion of TaxAudit’s responsibilities unreasonably difficult include, but are not limited to, failure by you to reasonably fulfill any provision listed as “Your Responsibility” under “RESPONSIBILITIES” above, failure to cooperate during the course of the Audit process, or repeated use of abusive, inappropriate, or unprofessional language when communicating with any staff members or representatives of TaxAudit.

This Audit Defense Plan shall also be deemed to be terminated if you did not pay the appropriate fee to Intuit Inc. or if the TurboTax tax preparation fee was subsequently refunded to you by Intuit Inc.

GOVERNING LAW: Except as otherwise stated herein, this Agreement shall be governed by the laws of the State of California without regard to California’s conflict of laws provisions thereof, to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

DISPUTES: YOU AND TAXAUDIT AGREE TO RESOLVE ALL DISPUTES OR CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT AND THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ONLY BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT. YOU UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY.

IN ADDITION, YOU AND TAXAUDIT AGREE THAT ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.

BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE VOLUNTARILY AND KNOWINGLY WAIVED ALL RIGHT TO LITIGATE OR PARTICIPATE IN A CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.

It is also agreed that: (1) except for claims which qualify for small claims court, the Federal Arbitration Act governs the interpretation and enforcement of this provision; (2) the arbitrator shall apply California law to all other matters associated with the dispute or claim; (3) the arbitration shall be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under AAA’s Consumer Arbitration Rules (the Rules, fees, and procedures are available at www.adr.org or may be obtained by calling 800-778-7879); (4) you may choose to have the arbitration based only on documents submitted to the arbitrator or by hearing in person or by telephone; (5) in-person arbitration shall take place in (i) Sacramento, California; or, (ii) if the agreement to arbitrate in Sacramento, California would render this provision unenforceable, in-person arbitration shall take place in (a) any other location mutually agreed upon by the parties, including the county in which you live; or (b) if the parties are unable to agree, at a location set by the arbitrator; (6) notwithstanding any other provision of this Agreement, any party may at any time seek injunctions or other forms of equitable relief in arbitration or a court of competent jurisdiction; (7) the enforceability of this provision shall be decided by a court and not the arbitrator; (8) the decision of the arbitrator shall be final and binding on all parties, and judgment on the arbitration award may be entered in any court of competent jurisdiction; and (9) the arbitrator shall be entitled to award all damages and relief as would be available in court.

If either party intends to initiate arbitration under this Agreement, the party seeking arbitration must first notify the other party of the dispute in writing at least thirty (30) days in advance of initiating arbitration. Notice to TaxAudit must be sent to TaxAudit Dispute Resolution Manager, 600 Coolidge Drive, Suite 300, Folsom, CA 95630. The notice must describe the nature of the claim or dispute and the relief being sought. If we are unable to resolve the dispute within sixty (60) days, either party may then proceed to file a claim for arbitration or a claim in small claims court. If you are unable to afford the arbitration filing fee and provide us with signed written notice of your inability to afford the filing fee, we will pay the fee directly to AAA. If arbitration proceeds, we will pay all other fees as required by the AAA Consumer Arbitration Rules. Each party shall bear his/her/its own attorneys’ fees and costs.

If for any reason, the prohibition on class, collective, representative, or private attorney general actions is held to be unenforceable by a court of law, then the agreement to arbitrate will not apply to that dispute. If a claim proceeds through court rather than arbitration, **YOU AND TAXAUDIT AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY.**

This arbitration provision survives expiration, termination, or rescission of this agreement. Unenforceability or invalidity of one or more clauses in this arbitration provision shall not have an effect on any other clause in this provision. If it is possible, any unenforceable or invalid clause in this provision shall be modified to show the original intention of the parties.

HOW TO CONTACT US

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