

Limited Warranty

Monster Tax, Inc. only warrants to you that the software and services will make accurate calculations based on the information that you provide. If an error in such a calculation (an "error") occurs and is solely attributable to a malfunction in the software or services, you may contact Monster Tax, Inc. customer service and provide proof of the error and any other information Monster Tax reasonably requests to receive a refund of the fees that you paid to use the software and services. Further, if as the result of such an error, you pay a penalty or interest assessed by the IRS or state taxing authority, Monster Tax will reimburse you for such penalty or interest if you provide adequate documentation. Except for those additional rights, which may exist in your jurisdiction, the foregoing remedy is your sole remedy for a breach of this warranty.

Without limitation of anything contained in this agreement, the foregoing warranty will not apply if: (i) the error occurs due to errors in data entry, importing of data, your failure to follow instructions, your failure to review and correct errors in your tax return, or any reason other than a malfunction of the software or services; (ii) you have breached any provision of this agreement; (iii) you have not informed Monster Tax, Inc. of the penalty or interest within thirty (30) days of the assessment of it; (iv) Monster Tax, Inc. notifies you of an update or correction of or to the software or services that addresses the error, and you fail to timely file an amended return to avoid or reduce your interest or penalty; or (v) you do not reasonably cooperate with Monster Tax, Inc. in evaluating and processing your claim under this limited warranty.

Disclaimer Of Warranties

With the exception of the foregoing express warranty, the web site, software, and services are provided "as is." Monster Tax, Inc. does not represent or warrant that the software, its use or the work product produced with the software: (i) will be uninterrupted or error-free; (ii) will be free of "bugs", inaccuracies, errors or the like; (iii) will meet your requirements; (iv) will be secure; or (v) will operate in the configuration or with the hardware or other software you may use. Monster Tax, Inc. hereby disclaims any and all implied warranties, including without limitation, warranties of fitness for a particular purpose, merchantability and noninfringement.

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