



2008 **MEMBERSHIP GUIDE**

QuickBooks ProAdvisor® Program

See inside for:

Contact Information

Program Benefits and Certified QuickBooks ProAdvisor Benefits

How to Become a Certified QuickBooks ProAdvisor

How to Build Your Practice with QuickBooks

FAQs

Member Terms and Conditions

Certified Member Terms and Conditions

Trademark Usage Restrictions





Welcome!

To the QuickBooks ProAdvisor Program Membership Guide

We are delighted to have you on the team of accounting professionals and small business consultants who provide invaluable support to QuickBooks software users. As a QuickBooks ProAdvisor, you will receive the software, support, training, and resources you need to distinguish yourself as a QuickBooks expert, and help you better serve your current QuickBooks clients, while potentially attracting new clients.

Email is the quickest and easiest way for Intuit® to communicate with its members. Therefore, upon registration as a QuickBooks ProAdvisor, all members are required to provide, and update as necessary, an email address in order to receive email updates about upcoming product releases and Program changes.

Once again, welcome! We look forward to working with you.

Sincerely,
The QuickBooks ProAdvisor Program Team

NOTE: Your QuickBooks ProAdvisor Program membership (and QuickBooks ProAdvisor Certification, if applicable) is personal to you and may not be transferred to another individual in your firm. You retain your Program membership if you leave your current employment and/or begin working with a different business organization, as long as your Program membership (and Certification, if applicable) are in good standing. You are responsible for updating your contact information in your profile. Once you leave, your former firm/employer must purchase a new membership for another individual.

IMPORTANT NOTICE: It is very important that you read this *QuickBooks ProAdvisor Program Membership Guide* as soon as possible. It contains the terms and conditions of the Program Agreement (see Chapter 6) governing your membership, as well as important information about the Program's many benefits and Program guidelines. Should you choose not to accept the terms and conditions of the Program Agreement, you have 60 days in which to communicate to Intuit your withdrawal from the Program. Your continued participation represents your acceptance of all Program Agreement terms and conditions. Intuit reserves the right to modify the QuickBooks ProAdvisor Program, the Program Agreement, this *Membership Guide*, pricing, service hours and features, at any time and without notice. If there is any conflict between the terms and conditions of the Program Agreement and other statements made in this *QuickBooks ProAdvisor Program Membership Guide*, the terms of the Program Agreement shall control.

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Contact Information for you

QuickBooks ProAdvisor Program Member Sales and Service Hotline:

888-250-7279

As a QuickBooks ProAdvisor, you have the above dedicated toll-free number to use for all of your sales and service needs. Hours of operation are Monday – Thursday, 6am – 5pm and Friday 6am – 3pm Pacific Time.

QuickBooks ProAdvisor Technical Support:

888-333-3451

or qbproadvisor.com/support (Callback Support)

When you join the program or renew your membership, you will have access to toll-free priority technical support for an unlimited number of calls during your one-year membership period. To facilitate continued high levels of service to our QuickBooks ProAdvisors, the phone number above should not be passed on to clients. Additional terms and conditions for technical support apply.

Technical Support is open 24 hours a day, 7 days a week.

Additionally, priority routing hours and U.S. based support from a special team trained on accountant-specific issues are available Monday – Friday, 6am – 6pm Pacific Time (excluding holidays).

Callback Option: Submit your question online using the Callback Request Form at qbproadvisor.com/support.

Please see Chapter 2, Section D, page 4, entitled “Unlimited Priority Technical Support”, for more details.

QuickBooks ProAdvisor Members-Only Website:

QBProAdvisor.com

When you log in, you will be able to access many of your QuickBooks ProAdvisor benefits and resources:

- Begin your QuickBooks ProAdvisor Certification courses
- Update your contact information and Member Profile
- Access the Grow Your Practice Center website and its Do-It-Yourself Marketing Tools and Resources
- Discover the NEW “Train Your Clients Center” that features customizable presentations on QuickBooks products and other small business essentials
- Order QuickBooks software, trial versions and/or product information brochures
- View previous *QuickBooks ProAdvisor Newsletters* and *Alerts*
- Explore the site to discover the QuickBooks Resource Library, the ProAdvisor Community, and other resources that may be helpful to you.

If you don't have a password to log in to the Member Site, please call the QuickBooks ProAdvisor Hotline at **888-250-7279**.

QuickBooks Information:

accountant.intuit.com

quickbooks.com

quickbooksgroup.com

Visit these QuickBooks websites for helpful QuickBooks information. You can also download maintenance releases to keep your QuickBooks software current. Internet access is required.

Program Benefits

QuickBooks ProAdvisor

As a member of the QuickBooks ProAdvisor Program, you will receive many benefits as noted below.

A. Your Program Membership Kit, which includes:

1. QuickBooks 2008 Software
 - QuickBooks Premier Accountant Edition software
 - QuickBooks Enterprise Solutions Accountant Edition
 - QuickBooks Simple Start Free Edition
2. ProAdvisor Resources Binder

B. Automatic Upgrades of the Latest Versions of QuickBooks, if Released during your Membership

C. QuickBooks Enhanced Payroll for Accountants (if applicable)*

D. Unlimited Priority Technical Support

E. Grow Your Practice Center Website with Do-It-Yourself Marketing Tools and Resources

F. QuickBooks ProAdvisor Certification, QuickBooks Point of Sale (POS) Certification, QuickBooks Enterprise Solutions Certification & QuickBooks Advanced Certification Courses

G. NEW: “Train Your Clients Center” Website that features customizable presentations on QuickBooks products and other small business essentials

H. Additional Advanced QuickBooks Training

I. Potential to List Your Practice on the QuickBooks Find-A-ProAdvisor Website

J. QuickBooks Software and Service Discounts for Your Clients

1. QuickBooks Financial Software
2. QuickBooks Online Edition
3. QuickBooks Payroll
4. QuickBooks Checks, Forms, and Supplies
5. QuickBooks Merchant Service

K. Informational Materials

1. Exclusive Monthly QuickBooks ProAdvisor Newsletters
2. Priority Communications via QuickBooks ProAdvisor Critical Alerts

L. Product Trials

1. QuickBooks Trial Software Products
2. Trials for Your Clients

M. AutoRenewal to Ensure Your Continued Membership

*Members who joined the Program and chose the option to include Enhanced Payroll for Accountants will automatically receive this benefit with their membership; members who did not choose to add the payroll may still opt in for this benefit. Just call your ProAdvisor hotline and ask to enroll today: [888-250-7279](tel:888-250-7279).

Program Benefits

A. Your QuickBooks ProAdvisor Program Membership Kit, which includes:

1. QuickBooks 2008 Software*

- QuickBooks Premier Accountant Edition software
- QuickBooks Enterprise Solutions Accountant Edition software
- QuickBooks Simple Start software

Your copy of QuickBooks Enterprise Solutions: Accountant Edition is provided both to familiarize yourself with the software and to support your clients who use the QuickBooks Enterprise Solutions software. We encourage you to give your QuickBooks: Simple Start copy to a client to try out.

If you have a client who uses QuickBooks: Online Edition, or may use Online Edition in the future, your client can designate you as the accountant for his or her company, and you can access your client's company files without any additional cost.

Your use of the QuickBooks software is subject to the terms and conditions of the QuickBooks software license agreement accompanying the software. Any additional Intuit software or software updates, including additional user licenses you may purchase, are subject to the then-applicable license agreement.

2. ProAdvisor Resources Binder

This binder includes information about the QuickBooks ProAdvisor Program, QuickBooks, and Intuit products and services to help optimize your QuickBooks consulting. You will find reference materials, comparison charts, ProAdvisor discount pricing, information on how to build your business around QuickBooks, and more. As you collect more information during your Program membership, including newsletters and alerts, you can keep it all in one place — this binder — for easy reference.

B. AutoUpgrades of the Latest Versions of QuickBooks, if Released During your Membership

When and if Intuit releases a future major Windows version of QuickBooks: Premier Accountant Edition and QuickBooks Enterprise Solutions: Accountant Edition within your current Program membership period, Intuit will automatically ship you a copy of the applicable product(s), before they are released to the public (excluding off-cycle releases or extensions of the products). Your "AutoUpgrade" kit for QuickBooks: Premier Accountant Edition will also include updated QuickBooks ProAdvisor Program and QuickBooks information, so you can best support your clients.

C. QuickBooks Enhanced Payroll for Accountants (optional, with additional fee)

If you signed up for the payroll option when you joined the QuickBooks ProAdvisor Program, you are entitled to a one-year subscription to QuickBooks Enhanced Payroll for Accountants. Thanks to new features available starting with the 2007 edition, you will find that QuickBooks Enhanced Payroll for Accountants is designed with accountant workflows in mind. The new "After-the-Fact" payroll feature provides you with an efficient method for reviewing your client's payroll records, finding and correcting any errors in payroll preparation, and then determining how much your clients need to pay in federal and/or state tax liabilities. You can also now easily prepare professional-quality payroll reports for your clients, including payroll activity by employee, payroll expense analysis, and payroll tax reports. Another feature available in the accountant version of payroll is the ability to auto-fill preparer ID, you can auto-fill the primary signature, third-party designee, and paid preparer information on federal and state tax forms. Enjoy the QuickBooks solution that helps you offer payroll services to your clients to attract new clients and keep clients loyal to your practice. If you have any questions or problems in setting up Enhanced Payroll for Accountants, please call Enhanced Payroll technical support at [888-333-3451](tel:888-333-3451).

*All software included with Program membership is Not-for-Resale (NFR).

D. Unlimited Priority Technical Support

When you join the program or renew your program membership, you are entitled to a full year of toll-free priority technical support. This technical support may be used for questions regarding QuickBooks software, industry-specific versions of QuickBooks: Premier (e.g., QuickBooks: Premier Contractor Edition), QuickBooks: Point-of-Sale (POS), QuickBooks: Simple Start, and QuickBooks Enterprise Solutions software (and Enterprise industry-specific versions). It also includes support for QuickBooks Payroll, Easy Estimate, Time Tracker, Invoice Manager, and Credit Card Processing Kit. This benefit will expire at the end of the then-current Initial Term or renewal term, as the case may be.

Support is available 24/7. There is a US based team* that is specially trained on accountant-specific issues to serve you during the business hours of 6:00am to 6:00pm Pacific Time, Monday – Friday (excluding holidays).

QuickBooks ProAdvisor Support Line: 888-333-3451

- **Callback Option: Submit your question online using the Callback Request Form at qbpadvisor.com/support.** Our Callback Support service is designed to save you time. You won't have to wait on hold, and because we have your question before we speak with you, we can be prepared to get right to the issue and make the most of your time when we call. After you submit your question, we'll research the answer and call you back, usually within 30 minutes or at a convenient time that you specify weekdays between 6am – 6pm Pacific Time. **You can even request a specific support representative you've worked with before**, or arrange for a callback at a client's site.
- Merchant Service support specialists are available 24/7. Please call QuickBooks Merchant Service for PCs at [800-558-9558](tel:800-558-9558).

*During normal call volume; calls may overflow to other sites during periods of heavy call volume. Terms and conditions of ProAdvisor technical support, support features, pricing and support availability are subject to change at any time without notice. Intuit reserves the right to limit each telephone call to one hour and to limit each contact (telephone or electronic) to one incident. Inquiries are limited to the following QuickBooks product areas: installation, upgrade assistance, and basic functionality. Toll-free access available from the United States only. For complete Terms and Conditions for QuickBooks ProAdvisor Technical Support, please visit accountant.intuit.com/paptechsupportterms.

E. Grow Your Practice Center Website with Do-It-Yourself Marketing Tools and Resources

Many ProAdvisors have asked for help in marketing their practice and connecting with QuickBooks users. This website will provide you with tools you need to market yourself to prospective clients, communicate additional services to current clients while building loyalty, and learn what your peers are doing to grow a profitable and efficient practice. On the site, you can find do-it-yourself templates for business cards, ads, engagement letters, brochures, and postcards, as well as a resource to order QuickBooks signage, presentations, clothing, newsletters, and more. Log in to the ProAdvisor Member Site at QBProAdvisor.com and click on the link for the Grow Your Practice Center website.

F. QuickBooks ProAdvisor Certification, QuickBooks Point of Sale (POS) Certification, QuickBooks Enterprise Solutions Certification & QuickBooks Advanced Certification Courses

Enrollment in courses for QuickBooks ProAdvisor Certification, QuickBooks Point of Sale (POS) Certification, QuickBooks Enterprise Solutions Certification is included with program membership and is available only to QuickBooks ProAdvisors. Distinguish yourself by becoming a Certified QuickBooks ProAdvisor and add to your credentials. Attract clients through the QuickBooks Find-A-ProAdvisor Website, where QuickBooks users and small businesses go to find a local QuickBooks expert. Build credibility by using the Certified QuickBooks ProAdvisor Logos on your website or marketing materials, such as stationery, business cards, and yellow pages advertisements. Please read Chapter 3 entitled "2007 Certified QuickBooks ProAdvisor Benefits".



Program Benefits

G. NEW: Train Your Clients Center Website

Add more value to the services you offer your clients. Access the NEW Train Your Clients Center that features customizable training presentations on QuickBooks products as well as small business services for your clients such as securing a loan or writing a business plan. This center is available exclusively to ProAdvisors. Simply login to www.qbproadvisor.com and click on Train My Clients Center.

H. Additional Advanced QuickBooks Training

We are offering a portfolio of advanced courses geared toward the experienced accountant. These courses consist of many of the topics that are most requested by ProAdvisors. Additional details are available at accountant.intuit.com/training.

I. List Your Practice on the QuickBooks Find-A-ProAdvisor Website (www.findaproadvisor.com)

More than 40,000 potential clients visit the QuickBooks Find-A-ProAdvisor Website monthly to find a local QuickBooks expert to set up and support their business on QuickBooks. Beginning in November 2007, only Certified QuickBooks ProAdvisors who are certified on QuickBooks 2006 version or higher will be listed on the Find-A-ProAdvisor Website. See more information in Chapter 3 entitled “2008 Certified QuickBooks ProAdvisor Program Benefits”.

J. QuickBooks Software and Service Discounts

1. QuickBooks Financial Software

You are eligible for a special QuickBooks ProAdvisor Program Members-only discount of 10% – 20% on QuickBooks Financial software. All orders are subject to acceptance by Intuit and quantities may be limited. You can view all the discounts for QuickBooks ProAdvisors at accountant.intuit.com/papdiscount. You can order QuickBooks software by calling the Member Hotline at **888-250-7279** or by visiting QBProAdvisor.com. If you order online, please remember to log in to the site as a QuickBooks ProAdvisor in order to receive your discount. You are responsible for the collection of applicable taxes and reporting them to the appropriate authorities.

2. QuickBooks: Online Edition

QuickBooks ProAdvisors are eligible to provide their clients with a 20% discount off the monthly subscription price of QuickBooks: Online Edition. This web-based version of QuickBooks, which has similar functionality to QuickBooks Pro. Instead of installing QuickBooks software on a computer, you and your clients access QuickBooks: Online Edition through an Internet browser using a password-protected login. There is no need to pass data files back and forth. Because QuickBooks: Online Edition lets you work on client books simultaneously you avoid the typical constraints of having multiple users in multiple locations.

- To learn more about the benefits of QuickBooks: Online Edition for both you and your clients, visit accountant.intuit.com/qboe and set up a trial company.
- To provide your clients with a 20% discount off their QuickBooks: Online Edition subscription, log in to the Member Site at QBProAdvisor.com, then, under the “Order discounted QuickBooks Software” section, click on QuickBooks: Online Edition.

NOTE: If you have a client who uses QuickBooks: Online Edition, or may use Online Edition in the future, your client can designate you as the accountant for their company, and you can access your client’s company files without additional cost.

3. QuickBooks Payroll

Intuit offers a full range of payroll solutions designed to meet your needs and those of your clients. Whether you provide on-going payroll services, provide only after-the-fact payroll services, or prefer not to be directly involved with your clients payroll but recommend a payroll service to them, we have a payroll solution that's right for you and your clients. Because our services work inside QuickBooks, there's no need to enter data twice and nothing new to learn.

As a QuickBooks ProAdvisor, you are entitled to selected discounts on QuickBooks Payroll products for your clients. These include QuickBooks Basic Payroll, Enhanced Payroll, and Assisted Payroll.

Call **888-250-7279** to order QuickBooks Payroll using your ProAdvisor discount. Or visit accountant.intuit.com/payroll for more information on our payroll offerings.

4. QuickBooks Checks, Forms and Supplies

Intuit offers a comprehensive selection of professional financial supplies that can help you and your clients to keep better records and save time.

- Get your clients off to a great start by ordering them a free “Getting Started” kit that includes a special discount, samples of QuickBooks Supplies, and instructions on how to print checks and other supplies from their software. Log into your ProAdvisor account to order.
- Members now get an up to 30% ProAdvisor Discount on checks, forms, and supplies. To take advantage of this discount, call **800-433-8810** and be sure to mention Special Offer Code **C39038**.
- Or to shop online, visit intuitmarket.com/C39038 and use Special Offer Code **C39038** at checkout.

5. QuickBooks Merchant Service

QuickBooks Merchant Service for PCs lets you accept credit and debit cards, making it easier for clients to pay you. Accepting debit and credit cards enables faster payments which help reduce write-offs and improve cash flow. You can also e-mail invoices to your clients and get paid online when you add QuickBooks Billing Solutions (free for ProAdvisors).

QuickBooks ProAdvisors get the following discounts with Merchant Services, by calling **800-966-0869**:

- No set-up fee
- No monthly minimum
- Free QuickBooks Billing Solutions
- Monthly fee of only \$9.95
- Additional terms and conditions will apply

Please visit accountant.intuit.com/merchant for more information.

Program Benefits

K. Informational Materials

1. Exclusive Monthly QuickBooks ProAdvisor Newsletters

Members will receive monthly newsletters via email that include: QuickBooks updates and release information, technical support articles, QuickBooks tips and techniques, information about recent changes to the benefits of the Program, QuickBooks Payroll information updates, opportunities from Intuit on how to build your business, best practices from your peers, and additional resources available to you as a QuickBooks ProAdvisor. If you would like to access past newsletters, you can do so by visiting accountant.intuit.com/papnews. (You can forward this newsletter to clients or colleagues, but you may not copy the content of the newsletter and use that content in your own newsletter, as if it were authored by you or your firm.)

2. Priority Communications via QuickBooks ProAdvisor Critical Alerts

Periodically you will be contacted via an email alert to inform you of “late-breaking” information, such as QuickBooks product updates and new product release information, QuickBooks Payroll updates, changes or modifications to the terms, conditions and policies of the Program, and/or changes in Program offerings. If you would like to access past alerts, you can do so by visiting accountant.intuit.com/papalerts.

It is very important that you ensure that your current email address is in your QuickBooks ProAdvisor Profile, and that you update your profile immediately if your email address should change. You can update your email address by calling Customer Service at **888-250-7279**, or by logging in to QBProAdvisor.com and clicking on “Update Your Profile” link in the top header or “Update My Profile” in the left-hand navigation. You will need to put in your new email address, and, at the bottom of the page, input your password and click “Save Profile Changes”.

L. Product Trials and Brochures

1. Trials for You and Your Colleagues

QuickBooks Accountant Edition 2008: While you already receive QuickBooks software with your ProAdvisor Program membership, the QuickBooks Accountant Edition 2008 trial software is available to help your colleagues evaluate the 2008 QuickBooks products (order information follows). The trial includes fully functional, time-limited versions of QuickBooks: Premier Accountant Edition 2008, plus a link to QuickBooks: Online Edition, QuickBooks: Pro for Mac, Intuit Payroll Services, the Intuit Merchant Service demo, and Intuit Developers Network. The “Toggle” feature in QuickBooks: Premier Accountant Edition 2008 lets you switch between all of the QuickBooks 2008 Editions. The result: it’s easy to evaluate and use QuickBooks Simple Start, Pro, and all Premier Editions, including Contractor, Nonprofit, Professional Services, Manufacturing & Wholesale, and Retail, all within Premier Accountant Edition 2008. This trial has been developed specifically for Accountants and is not designed to be shared with clients.

You will be able to order this trial version CD by calling the Member Hotline at **888-250-7279** or you may order via the web at QBProAdvisor.com. You can also access various QuickBooks 2008 editions and test-drive the applications online with no installation required at accountant.intuit.com/intuithome_trials.

In addition, you can use the “Toggle” feature in QuickBooks: Premier Accountant Edition to switch from one QuickBooks 2008 edition to another, so you can view the same screens your clients see for QuickBooks: Simple Start, Pro, Premier, and all Premier industry-specific editions.

QuickBooks Point of Sale (POS): You have received a copy of the QuickBooks POS trial CD as part of your QuickBooks 2008 materials. You can install this on your own desktop and use it to get hands-on experience in QuickBooks POS, if you plan to study for QuickBooks POS Certification in the future. Please keep in mind that this trial is good for 30 days, so it is best to install it at the same time you start your QuickBooks POS studies.

2. Trials for Your Clients

As mentioned above, you have received a copy of the QuickBooks Point of Sale (POS) trial CD as part of your QuickBooks 2008 materials. This copy can also be used to pass along to your clients. QuickBooks Point of Sale and QuickBooks Enterprise Solutions offer a 30-day trial. After 30 days, you can unlock the trials into the full product — the trial contains instructions on how to do this. You do not need to re-download, reinstall, or transfer any data — everything you need is already on your computer.

Enterprise Solutions trial CDs and additional POS trial CDs are available free of charge for you to provide to your clients. You will be able to order these trial version CDs by calling the Member Hotline at **888-250-7279** or you may order via the web at QBProAdvisor.com.

The **QuickBooks: Pro 2008 for Mac** trial version software is available free of charge for you to provide to your Mac clients. You will be able to download this trial version via the web at quickbooks.com/mac.

You can see a listing of all trials at accountant.intuit.com/intuithome_trials. Each trial is limited to the amount of time specified in the materials accompanying the trial version of the software. The QuickBooks Enterprise Solutions, Point of Sale, and Pro 2008 for Mac trial versions also come in handy when you have a client who immediately wants to get started with QuickBooks: simply start them with a trial version. Any data your client enters while using the trial version of QuickBooks can be transferred when they purchase the full version of QuickBooks, but cannot be used if they later decide not to buy QuickBooks.

All orders are subject to acceptance by Intuit, and quantities may be limited. QuickBooks trial versions may be ordered and used for evaluation purposes only. All use of the QuickBooks software, regardless of whether trial or full version, must be in accordance with the QuickBooks software license agreement accompanying the software.

3. QuickBooks Brochures

You can order QuickBooks Enterprise Solutions and QuickBooks Point of Sale product information brochures. These full-color brochures, which describe the features and benefits of QuickBooks, are designed with both new users and existing users in mind. Many ProAdvisors like to include these product information brochures in mailings to solicit QuickBooks consulting engagements.

You may order these kits by calling the Member Hotline at **888-250-7279** or by visiting qbproadvisor.com. There is no shipping and handling fee for ordering up to a quantity of ten (10) informational brochures. All orders are subject to acceptance by Intuit and quantities may be limited.

Program Benefits

M. AutoRenewal

If you have not done so already, you can now opt in to have your QuickBooks ProAdvisor Program membership automatically renewed on an annual basis. AutoRenewal is simple, worry-free, and ensures your QuickBooks ProAdvisor benefits continue seamlessly from year to year.

Your membership will renew automatically every year on your anniversary date. As a result, you'll have peace of mind, and one less item on your to-do list (especially helpful during busy seasons). You won't risk temporarily losing your important benefits, such as unlimited tech support and automatic upgrades, if you forget to renew your membership.

You can sign up for AutoRenewal any time during your membership by calling Intuit at **888-250-7279**. We'll send you an email 30 days before your membership's expiration date to notify you that your credit card will be charged the renewal fee.

Additional QuickBooks-Related Membership Programs and Resources

1. QuickBooks Affiliate Program

Recommending QuickBooks software to your clients? Start earning rewards for every copy of QuickBooks purchased by visitors to your website or through our affiliate store front. If you are a QuickBooks ProAdvisor and you apply and are accepted into the QuickBooks Affiliate Program, you will qualify for special QuickBooks Affiliate benefits, including the opportunity to earn commissions and discounts of up to 20% off QuickBooks software sales. How? If you have a website, the QuickBooks Affiliate Program allows you to place an authorized QuickBooks logo on your website and earn commissions by offering QuickBooks financial software. Customers who purchase QuickBooks from your website can receive a discount of up to 20% off suggested retail prices. Don't have a website? You will have access to our exclusive Affiliate QuickBooks storefront. You'll still be able to receive your discounts and commissions through this storefront. Visit www.quickbooksdirect.com/affiliatestorefront to check out a sample offer.

To join the QuickBooks Affiliate Program, visit accountant.intuit.com/affiliate to apply and obtain more information. Your participation in the QuickBooks Affiliate Program is governed by the QuickBooks Affiliate program terms and conditions, which are available by clicking a link on the above website. All QuickBooks Affiliate Program terms and offers are subject to change at any time without notice.

2. Intuit® ProConnection® Newsletter

Intuit ProConnection is the perfect complement to your QuickBooks ProAdvisor Newsletter. The ProAdvisor Newsletter and Alerts bring you **breaking news** on the QuickBooks ProAdvisor Program and QuickBooks. The Intuit ProConnection Newsletter covers QuickBooks and other Intuit software in more depth, along with savvy practice development tips and features helpful to practitioners in both general and specialized niches. Features are frequently written by your peers, with smart ideas on how to serve clients well and help your practice thrive. Also included are tips and how-tos from other accounting professionals.

Other resources through Intuit ProConnection include QuickBooks engagement letters, exclusive rates surveys, marketing templates, and more. ProAdvisors are automatically subscribed to Intuit ProConnection as a featured benefit of their use of QuickBooks: Premier Accountant Edition.

3. QuickBooks Solutions Marketplace

Build your practice and take your clients' QuickBooks experience to the next level with tested, third-party software that works with QuickBooks. Search by specific industries, business functions and QuickBooks version for applications that will help eliminate double data entry, streamline business operations, and save time, so you can help your client focus on growing their business. Find software for specialized inventory management, complex estimating, document management, tracking multiple billing rates, project management, customer and resource scheduling, and more. Take a more consultative approach with your clients and make your job easier. Visit Solutions Marketplace today. <http://marketplace.intuit.com>

4. Intuit Accountant Education Program

Now, there's an easy way for you and your fellow accountant association or CPA society members to get free, valuable CPE credit.*

The Intuit Accountant Education Program is a service offered to accounting organizations, whereby Intuit brings timely, educational, and practical information to your local accounting association members via Webcast or at local chapter or statewide meetings, conventions, or technical conferences. Our presenters are members of the Intuit Accountant Speakers Bureau — each is a highly qualified, Intuit-trained practicing accounting professional who carries the credential of Certified QuickBooks ProAdvisor. These practitioners bring real-life scenarios into your training to share and discuss best practices. Here's the best part: there's usually no charge to your association – you just provide the members!

A few of our courses include:

- QuickBooks in Your Own Office
- QuickBooks at Year-End
- What's New in QuickBooks: Premier Accountant Edition

A valuable step-by-step handbook accompanies each presentation.

For more information on booking a speaker for your event, visit accountant.intuit.com/speakersbureau.

*We ask your association or society to sponsor and track the CPE credit.

ProAdvisor Certification

A. Overview of the Certification Programs

As a QuickBooks ProAdvisor, you're automatically eligible for all the QuickBooks Certification programs, including:

1. **QuickBooks ProAdvisor Certification**
2. **QuickBooks Advanced Certification**
3. **QuickBooks Point of Sale (POS) Certification**
4. **QuickBooks Enterprise Solutions Certification**

These Certifications are included in your ProAdvisor membership at no additional cost.

Becoming certified is a great way to increase your expertise in QuickBooks, as well as distinguish yourself and grow your practice. Certification is one of the most valuable benefits of the ProAdvisor membership, and we strongly encourage you to take advantage of the opportunity.

1. QuickBooks ProAdvisor Certification

Level of Knowledge and Prerequisites

The QuickBooks ProAdvisor Certification Course is designed to increase your expertise of QuickBooks. This online, self-study certification course is designed for accounting professionals or consultants who have a solid understanding of accounting principles, and already have a fundamental knowledge of QuickBooks software.

Course Format

The certification course consists of three sections:

- Setting up Clients
- Essentials for the Accountant
- Recording Transactions

Each section is divided into six to eight modules, and each module contains a range of five to eleven topical lessons, followed by a quiz. There are three exams in total, each of which you must receive a score of 85% or better to complete certification.

On average, it takes approximately 16 hours to complete the certification course, including course material review, quizzes and exams. Times will vary by individual.

Update Exam for Currently Certified ProAdvisors

If you are certified in QuickBooks 2006 and 2007, you have the option of skipping the full certification course and becoming certified in QuickBooks 2008 by successfully taking the certification exam only. Please note that you will not be eligible for CPE credits if you opt to skip the course materials and only take the exams.

2. QuickBooks Advanced Certification

Level of Knowledge and Prerequisites

The QuickBooks Advanced Certification Course is designed to further deepen the expertise of ProAdvisors who are already knowledgeable in QuickBooks, and distinguish these "QuickBooks experts" as highly proficient in this field.

To obtain QuickBooks Advanced Certification, you must:

1. Complete QuickBooks ProAdvisor Certification Courses for 2007 and 2008.
2. Complete the QuickBooks Advanced Certification exam.

The Advanced Certification designation will last 24 months upon completion. Unlike the QuickBooks Certification, no specific years or versions will be associated with the Advanced Certification designation.

Please note that none of the training materials or live or recorded Webinars are required for Advanced Certification. These are only recommended methods of preparing for the certification exam.

No CPE Credits: Because QuickBooks Advanced Certification includes an open-book exam, it cannot allow eligibility for CPE credits.

3. QuickBooks Point of Sale (POS) Certification

Level of Knowledge and Prerequisites

This online, self-study certification course is for professionals who are already familiar with QuickBooks financial software and would like to advise small retailers on their software needs or plan to provide on-site Point of Sale setup or training services to retail clients.

You must have completed the QuickBooks ProAdvisor Certification in order to be eligible for POS Certification.

Course Format

QuickBooks Point of Sale Certification offers a dynamic and flexible learning experience. You'll have access to learning materials, including: live online seminars (Webinars) that are led by instructors who are seasoned Certified QuickBooks POS ProAdvisors; a series of recorded Webinars that can be reviewed on your own schedule; and learning guides that supplement these online courses. The live and recorded Webinars, learning guides, and reference materials are designed to fully educate you about QuickBooks POS and prepare you for the certification exam.

Please note that none of the training materials or live or recorded Webinars are required for certification. These are only recommended methods for preparing for the certification exam. Only a passing score of at least 85% on the Certification Exam is required to complete POS Certification.

NOTE: No CPE credits. Because QuickBooks POS Certification includes an open-book exam, it does not qualify for CPE credits.

4. QuickBooks Enterprise Certification

Level of Knowledge and Prerequisites

This online, self-study certification course is for accounting and technology professionals who are already familiar with QuickBooks financial software and would like to advise mid-market businesses or plan to provide on-site Enterprise Solutions setup or training services to their clients.

You must have completed the QuickBooks ProAdvisor Certification in order to be eligible for Enterprise Certification.

Course Content & Learning Objectives

QuickBooks Enterprise Solutions Certification offers a flexible learning experience. You'll have access to eight recorded Webinars that are led by instructors who are seasoned Certified QuickBooks ProAdvisors and Enterprise Solutions experts.

Enterprise Certification is obtained via successful completion of an online exam. A passing score of at least 85% is needed.

Please note that none of the training materials or live or recorded Webinars are required for certification. These are only recommended methods for preparing for the certification exam. Only a passing score on the Certification Exam is required to complete Enterprise Certification.

NOTE: No CPE credits. Because QuickBooks Enterprise Solutions Certification includes an open-book exam, there is no eligibility for CPE credits.

ProAdvisor Certification

B. Certification Program Benefits

Upon successful completion of the QuickBooks ProAdvisor Certification courses and exams, members can enjoy the following benefits:

- 1. Your Listing on the QuickBooks Find-A-ProAdvisor Website**
- 2. Limited Right to Use the Exclusive Certified QuickBooks Logo**
- 3. Eligibility for up to 16 CPE credits**
- 4. Additional Marketing Assistance from Intuit**

1. Your Listing on the QuickBooks Find-A-ProAdvisor Website

More than ever before, QuickBooks prospects and users are looking to work with a Certified QuickBooks ProAdvisor, and Intuit has implemented various programs to encourage QuickBooks customers to connect with Certified QuickBooks ProAdvisors. QuickBooks users and small businesses can find a local Certified QuickBooks ProAdvisor from within the QuickBooks software, from the QuickBooks.com website, or through various associated Intuit sites and marketing pieces. Being listed on the Find-A-ProAdvisor Website at QBProAdvisor.com/advice is a helpful benefit for the Certified QuickBooks ProAdvisor who seeks to grow their business.

Currently, approximately 40,000 QuickBooks users use the Find-A-ProAdvisor Website monthly to connect with a Certified QuickBooks ProAdvisor who can install and set up their QuickBooks software, or manage their QuickBooks-related financial data. As of November 2007, only members who are certified in QuickBooks 2006 or higher will be listed on the Find-A-ProAdvisor Website.

The information you completed while enrolling in the Program will be used to build and maintain a profile of your practice in the Find-A-ProAdvisor Website. The personal information listed in your profile includes your photo and contact information (name, company name, address, phone number(s), and email address), as well as your education, experience, QuickBooks Certification versions, and other information you provide to prospects.

It is your responsibility to periodically review the profile information you provided to ensure it is accurate. You can edit your profile information by logging into QBProAdvisor.com and clicking on "Update My Profile" in the left-hand column. Intuit does not warrant or guarantee that a listing in the Find-A-ProAdvisor Website will produce referrals or business, or that the Find-A-ProAdvisor Website will be available at any particular time.

NOTE: If you are a Certified QuickBooks ProAdvisor and prefer not to be listed on the Find-A-ProAdvisor Website, you can indicate this preference in your profile by un-checking the box entitled "Publish on Web." If you fail to renew your Program membership prior to the Initial Term or renewal term, as the case may be, your listing on the Find-A-ProAdvisor Website will be removed (see Chapter 6 for terms & conditions).

2. Limited Right to Use the Exclusive Certified QuickBooks ProAdvisor Logo

All Certified QuickBooks ProAdvisors have access to the Certified Logo for use on Approved Materials, held in strict compliance with the Logo Usage Requirements set forth in Chapter 6, Exhibit B. Upon successful completion of the required Certification Curriculum, you will be able to download the Certified Logo. When you log in to QBProAdvisor.com, go to the "Certification/ Resources" section and click on "Certified ProAdvisor Logos". If you have any trouble logging in, please call the QuickBooks ProAdvisor Hotline at **888-250-7279**.

As a Certified QuickBooks ProAdvisor, you are eligible to use the logo on your marketing materials, including business cards, letterhead, and your website. Please note, that if you discontinue your ProAdvisor membership, you will no longer be an active ProAdvisor, and therefore lose the ability to use the logo on your materials.

Please familiarize yourself with the Logo Usage Restrictions, as they are essential to maintaining the integrity and credibility of QuickBooks ProAdvisor Certification. All uses of the Certified Logo must conform to the Logo Usage Restrictions stated in the Member Guide and as updated by Intuit from time to time. Your failure to follow these Restrictions may result in termination of your Certified QuickBooks ProAdvisor status and Program membership.

3. Eligibility for up to 16 CPE Credits

Upon successful completion of the course review, quizzes and exams contained within the QuickBooks Certification Course, you may be eligible to receive up to 16 CPE (Continuing Professional Education) credits*.

Please note that if you elect to take the Update Exam, skipping the course review & quizzes, you will not be eligible for CPE.

Also, since the Point of Sale Certification Course, Enterprise Certification Course, and Advanced Certification Course are open-book exams, they are not eligible for CPE credits.

*State boards of accountancy have final authority on the acceptance of individual courses for CPE credits. It is the responsibility of the individual earning the CPE credits to investigate what his/her own state board of accountancy recognizes with respect to any CPE course.

4. Additional Marketing Assistance

Approximately 40,000 visitors per month go to the QuickBooks Find-A-ProAdvisor Website. This is because Intuit actively promotes the awareness and value of Certified QuickBooks ProAdvisors' services through the following channels:

- [QuickBooks.com](https://www.quickbooks.com)
- QuickBooks software – Online Help Center
- QuickBooks retail boxes
- QuickBooks catalogs
- QuickBooks direct mail to new QuickBooks users
- [QuickBooksGroup.com](https://www.quickbooksgroup.com) community site

In addition, the Grow Your Practice Center website which is exclusive to ProAdvisors, will provide you with the tools you need to market yourself to prospective clients, communicate additional services to current clients while building loyalty, and learn what your peers are doing to grow a profitable and efficient practice. Add your Certified QuickBooks ProAdvisor Logo to the do-it-yourself templates for business cards, ads, brochures, direct mail pieces, signs and banners and stand out among your competitors. Log in to the ProAdvisor Member Site at [QBProAdvisor.com](https://www.qbproadvisor.com) and click on the link for the "Grow Your Practice Center."

C. How to Become a Certified QuickBooks ProAdvisor

When you join the QuickBooks ProAdvisor Program, you automatically receive access to your online QuickBooks ProAdvisor Certification courses. We encourage all of our members to become Certified QuickBooks ProAdvisors, and we want to show you the steps involved in doing so. Many members think that getting certified is too difficult and time-consuming, while others just don't understand the process. Good news: it's faster, easier, and more worthwhile than you may think.

It's our goal to remove any mystery that surrounds these Certification courses, and help members like you become certified QuickBooks experts. Members who successfully complete the courses and exams can enjoy the distinctive title of "Certified QuickBooks ProAdvisor," and begin attracting new QuickBooks users to their practice. In addition, we find that QuickBooks users are significantly more satisfied with QuickBooks when they are set up and supported by Certified QuickBooks ProAdvisors.

ProAdvisor Certification

This section will clearly explain the process of becoming certified, both via the online QuickBooks ProAdvisor Certification courses, and via the web-based QuickBooks POS, Enterprise, and Advanced Certification courses.

1. What Is Covered in the QuickBooks ProAdvisor Certification Course

This online, self-study certification course is for accounting professionals already familiar with QuickBooks financial software.

NOTE: To take the course, we recommend that you're already comfortable working with QuickBooks lists, forms, registers, and reports. You should be able to set up a company data file, manage accounts receivable and accounts payable, track sales tax, enter inventory, track time, work with payroll items, and reconcile accounts.

If you do NOT feel that you already possess this level of knowledge regarding QuickBooks, we recommend you start with some preliminary QuickBooks training. There are many options that are available to you when you visit accountant.intuit.com/qbtraining.

The certification course consists of three main sections, with an exam at the end of each section:

- Setting up Clients
- Essentials for the Accountant
- Recording Transactions

Each section is divided into six to eight modules, and each module contains a range of five to eleven topical lessons. To become a Certified QuickBooks ProAdvisor, you must complete the online testing after each section and receive a score of 85% or better.

By the end of the course, you should be able to:

- Determine which QuickBooks product is the right solution for a client
- Set up the appropriate items for a client's business
- Restrict access to areas of QuickBooks
- Exchange data between QuickBooks files and with other software programs
- Modify reports
- Close accounting periods
- Account for customer deposits, NSF checks, and bad debt
- Set up QuickBooks to track sales tax
- Create 1099 Forms
- Adjust inventory in QuickBooks
- Set up and use QuickBooks Payroll
- Use the time tracking features in QuickBooks

2. How To Begin Your Online QuickBooks ProAdvisor Certification Course

Here's how to access your course locker, where you'll find your QuickBooks ProAdvisor Certification Course:

1. Visit the QuickBooks ProAdvisor Member Site at QBProAdvisor.com.
2. Log in with your email address and password (if you don't have your password to log in, please call **888-250-7279**).
3. Click on the "Certification Course Locker" link contained within the "Learn" section.
4. Click on the link for the latest QuickBooks Certification Course.
5. Read the Overview materials to become familiar with how the course works.
6. Proceed to Section 1, Module 1, Lesson 1.

These online, self-paced courses are available to you 24 hours a day, 7 days a week. You can work on them one hour at a time, or focus on them for a couple of days straight — whatever works for you.

Upon release of a new certification course, the previous course will be available through June 30th of the following year (e.g., QuickBooks 2007 Certification Course access will be available through June 30, 2008).

If you encounter any issues logging onto the Member Site, such as accessing your course locker, please call the QuickBooks ProAdvisor Service Hotline at [888-250-7279](tel:888-250-7279).

3. How to Access the Update Exam for Currently Certified Members

Potential to Skip Course Material and Directly Take the QuickBooks Update Exam

If you are certified in QuickBooks 2006 and 2007, you will be eligible to skip the course review and quizzes, and to take the exams directly. You also have the choice to take the entire Certification Course as you have done in the past, if you feel that is the best way for you to learn the material and pass the three exams. See accountant.intuit.com/certpap for specific details.

To access the Update Exam, select the “QuickBooks 2008 Certification Update Course” from the “Certification Locker”.

NOTE: If you choose not to take the entire Certification Course with course review and quizzes, you will not be eligible for the 16 CPE credits that you would have potentially received had you taken the entire course.

4. How to Begin the QuickBooks Point of Sale, Enterprise, and Advanced Certification Courses

Once you have completed the QuickBooks ProAdvisor Certification Course, which is a prerequisite for POS, Enterprise, and Advanced Certification, you can access these other courses from the same “Certification Locker”.

There is no additional cost to access or complete any of the certification courses.

From the “Certification Locker” you can access the certification-specific web-based sessions (Webinars) led by instructors who are seasoned Certified QuickBooks POS ProAdvisors; recorded webinars that can be referenced and reviewed on your own schedule; and learning guides that supplement these online courses.

The live and recorded webinars, learning guides and reference materials are designed to fully educate you and prepare you for certification, however they are not required.

In addition, there are two ways you can receive hands-on experience of the QuickBooks POS and Enterprise software:

1. In your ProAdvisor Member Kit, you should have received a trial CD of QuickBooks POS that you can install on your desktop and use for 30 days, and a full working version of QuickBooks Enterprise Solutions.
2. You can also “test drive” the software online, without having to install it, by visiting accountant.intuit.com/intuithome_trials.

For more information about the course content, please go to QBProAdvisor.com.

Special Section

How to grow your practice as a QuickBooks ProAdvisor

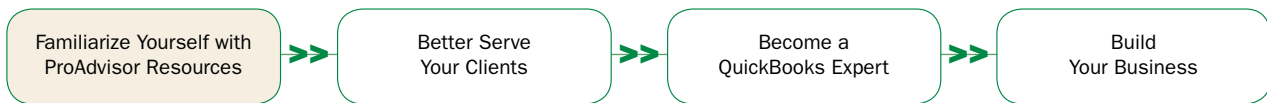
How to Grow Your Practice as a QuickBooks ProAdvisor

This section is designed to help you understand all of the resources available to accounting professionals, as well as exclusive resources available to just QuickBooks ProAdvisors.

The following "roadmap" is designed to provide you with a checklist to help you understand the benefits you will enjoy as you further your commitment to the QuickBooks family. If you choose to become a Certified QuickBooks ProAdvisor, you will have access to additional resources to help you grow your practice.

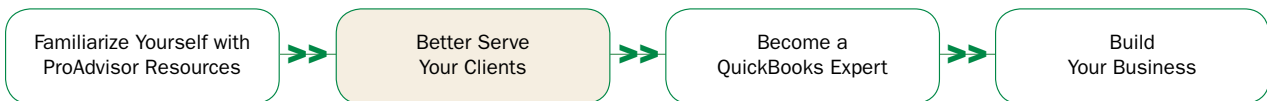
We encourage you to explore all of these resources, and check off each item as you access it.

HOW TO BUILD YOUR BUSINESS AS A QUICKBOOKS PROADVISOR



Step One: Familiarize Yourself with all ProAdvisor Resources

- Become familiar with the QuickBooks ProAdvisor Program Member site at QBProAdvisor.com**
 - This Website is your one-stop-shop for accessing QuickBooks Certification and marketing resources to build and grow your practice and order products with your ProAdvisor discount.
 - Stay up-to-date on the latest news and announcements by reviewing the frequently updated News & Announcements section on the homepage.
 - Share information and connect with your peers on the ProAdvisor Community Website.
- Review the QuickBooks ProAdvisor Program Binder.**
- Review all of the Program Benefits available to you.** (Chapter 2)
- Review the Terms and Conditions of Program Membership in the Program Agreement.** (Chapter 6)
- IMPORTANT: Review QuickBooks trademark and logo guidelines.** (Chapter 6, Exhibit B)
- Tip: Take advantage of the free software included in the binder.**



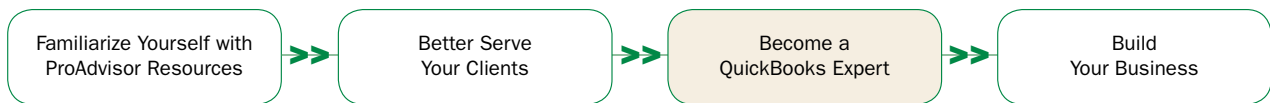
Step 2. Better Serve Your Clients

- Use your unlimited ProAdvisor Technical Support to save time answering your clients' QuickBooks questions**
 - Call **888-333-3451** for immediate help.
 - Submit a question online at qbproadvisor.com/support to have a support agent call at a specific time with an answer to your question.

- Read your ProAdvisor Membership Communications**
 - Read your monthly **QuickBooks ProAdvisor Newsletters** to get program and software updates, learn best practices, and more.
 - Archived newsletters available at accountant.intuit.com/papnews
 - Make sure to read your critical Alerts that arrive by email to stay up-to-date on important changes to QuickBooks products, and your ProAdvisor Membership.
 - Tip: Make sure you keep your profile up-to-date with your current email address as most information will be sent via email communications
 - Archived alerts available at accountant.intuit.com/papalerts

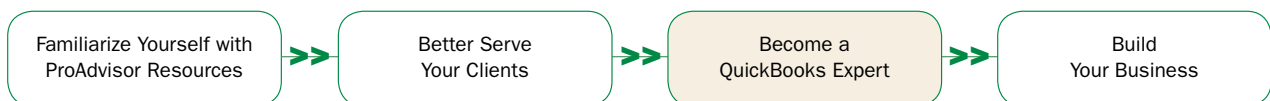
- Use your special ProAdvisor discounts** for QuickBooks products and services for you and your clients
 - Save 10% to 20% off QuickBooks software. Pricing available at accountant.intuit.com/papdiscount
 - Save 20% on Enhanced Payroll Plus for clients. Call **800-267-8379** to order.
 - Save 30% on QuickBooks Checks, Forms, and Supplies by calling **800-433-8810** and using offer code **C39038**, or visiting intuitmarket.com/C39038.
 - Special Credit Card (Merchant Services) discount. Visit accountant.intuit.com/merchant
 - Join the QuickBooks Affiliate Program and receive a commission on all QuickBooks products sold through your website.
 - Learn more at accountant.intuit.com/affiliate

- Order FREE Trials and TestDrive QuickBooks 2008**
 - Visit accountant.intuit.com/intuithome_trials to access CD-rom based trials and to test drive QuickBooks 2008 products online.



Step Three: Become a QuickBooks Expert

- Deepen and expand your QuickBooks knowledge through Training and Certification**
 - Attend free QuickBooks Webcasts and fee-based QuickBooks Webinars. Training schedules can be accessed at QBProAdvisor.com
 - Attend live regional seminars where you can learn what is new in QuickBooks 2008
 - Become a Certified QuickBooks ProAdvisor – refer to chapter 3 for more information



Special Section

How to grow your practice as a QuickBooks ProAdvisor

Step Four: Build Your Practice

- Take advantage of a multitude of marketing resources to help you grow your practice
- NEW Train Your Clients Center** – Provides customizable training presentations on QuickBooks products as well as small business training for your clients like writing a business plan, securing a loan, and more.
- Access the “Grow Your Practice Center” which includes helpful self-service marketing materials. To access this exclusive resource, log in to the Member Site at QBProAdvisor.com.
- Tip: Get a free website for your practice from Homestead.** Go here to learn more about this special offer in the Market Your Practice section of the Grow Your Practice Center on QBProAdvisor.com.
- Order QuickBooks-branded clothing and client gifts: add your logo and/or the Certified QuickBooks ProAdvisor logo, if applicable.
- Attract new clients at tradeshows and local events by adding your logo to QuickBooks-branded exhibition materials such as table top displays and banners
- Tip: Take advantage of templates for ads, postcards, and newsletters to create custom marketing collateral to advertise your practice’s commitment to QuickBooks.**
- Join the QuickBooks Community and provide online advice to QuickBooks end-users. Visit quickbooksgroup.com and register. Be sure to indicate you are a QuickBooks ProAdvisor.

ONCE YOU SUCCESSFULLY COMPLETE YOUR CERTIFICATION COURSES AND EXAMS, YOU CAN BEGIN TO USE THE FOLLOWING RESOURCES TO BUILD YOUR BUSINESS:



- Review and update your **Member Profile** listing on the **Find-A-ProAdvisor Website**, where QuickBooks users will go find you to set up and support their business.
- Tip: The more information you provide about your practice and industries supported, the more likely QuickBooks users will contact you.** Review tips for creating an effective Referral Database profile at accountant.intuit.com/profiletips
- Download your **Certified QuickBooks logo** from QBProAdvisor.com. Use on business cards, stationery, web pages, yellow page ads and apparel to advertise your credentials and your commitment to QuickBooks (See logo usage guidelines in Chapter 6, Exhibit B of this Member Guide).
- Visit www.Find-A-ProAdvisor.com and set up a local referral network with ProAdvisors who provide services that are complementary to your own.
- Tip: Send a Press Release Template** announcing your new Certified QuickBooks ProAdvisor credential to your local newspaper—find it at QBProAdvisor.com.
- Apply to potentially present to accounting associations and small businesses at local and national events, provide training classes, and more. Visit accountant.intuit.com/speakersapp.
- If you have retail clients, or would like to attract them, complete your **QuickBooks Point of Sale (POS) ProAdvisor Certification** courses and exam to become a Certified QuickBooks POS ProAdvisor. Visit accountant.intuit.com/poscert for more information.
- Complete any additional **Certification courses** that become available. See accountant.intuit.com/certpap to keep updated on additional certification offerings.

Frequently Asked Questions

QuickBooks ProAdvisor Program

These Frequently Asked Questions and Answers are provided for information purposes only and are not intended to, and shall not, modify the 2008 QuickBooks ProAdvisor Program Agreement.

Q: When does my membership period for the Program begin?

A: Your new Program membership begins on the date Intuit sends to you an email confirmation of your order for Program membership, and will be effective for one year.

Q: How do I know that I have the latest product updates and revisions?

A: You will receive a communication via a QuickBooks ProAdvisor Newsletter email about product updates and enhancements. Intuit periodically makes minor revisions to software products (referred to as “releases”, “maintenance releases” or “patches”) after they have been shipped in order to improve the product. Please note that these releases differ from the upgrade, or new versions of QuickBooks Financial Software, which include major enhancements and new features, discussed in the benefits section (see Chapter 2 in this Guide). The latest minor revisions are available for download at quickbooks.com/support/updates.html.

Q: What if my firm has multiple partners or employees? Does my ProAdvisor membership cover everyone?

A: The annual membership fee for the Program covers a single membership for an individual. The membership cannot be shared among several individuals in a company or firm.

NOTE: Your QuickBooks ProAdvisor Program membership (and QuickBooks ProAdvisor Certification, if applicable) is personal to you and may not be transferred to another individual in your firm. You retain your Program membership if you leave your current employment and/or begin working with a different business organization, as long as your Program membership (and Certification, if applicable) are in good standing. You are responsible for updating your contact information in your profile. Once you leave, your former firm/employer must purchase a new membership for another individual. NOTE: if you have the ProAdvisor Program with payroll option, the payroll subscription can cover your partners and employees.

Q: What if a partner or employee in my firm has the ProAdvisor membership with payroll option and leaves the firm?

A: Call [888-250-7279](tel:888-250-7279) to terminate the existing ProAdvisor membership. If your firm still has payroll needs, you may set up either a new ProAdvisor membership with payroll or a stand-alone payroll subscription (\$549 for the membership with payroll or \$299 for the stand alone payroll subscription).

Q: What if I have the ProAdvisor membership with payroll and I leave the firm?

A: Call [888-250-7279](tel:888-250-7279) to transfer over your existing ProAdvisor membership and to update your contact information.

Q: How can I renew my membership?

A: If you are not on AutoRenewal, then when/if your membership expires in the upcoming year (between November 2007 and November 2008), Intuit will send you a renewal notice inviting you to renew before your current membership expires. If you do not receive a renewal notice, contact the Member Hotline at [888-250-7279](tel:888-250-7279). Remember that your first-year membership is effective on the date Intuit sends to you an email confirmation of your order for Program membership. If you do not renew your membership by your expiration date, your Program membership (including all Program benefits and Certified Member status) will automatically terminate. In such case, if you wish to participate in the Program, you may re-join the Program. Please see Chapter 6, Section 1.3 entitled “2008 QuickBooks ProAdvisor Program Agreement Term” for more information.

Frequently Asked Questions

QuickBooks ProAdvisor Program

Q: Why should I sign up for AutoRenewal?

- A:** 1 You will have no interruption of your service (including technical support, payroll if applicable, access to your member website, etc.).
2 AutoRenewal requires no additional effort to renew your membership.
3 You will keep the same renewal date each year.

Q: How can I sign up for AutoRenewal?

- A:** You can arrange to have your Program membership automatically renew on the membership anniversary date by contacting the QuickBooks ProAdvisor Hotline at [888-250-7279](tel:888-250-7279). If you include your Enhanced Payroll for Accountants with your membership, you have opted in to AutoRenewal. Intuit will notify you by email 30 days prior to the Effective Renewal Date that you will be charged the then-current Renewal Membership fee to the credit card on file. If your credit card is charged and you later elect not to renew your membership, you may cancel your membership and request a refund of the Renewal Membership fee by notifying Intuit no later than 60 days after the Effective Renewal Date.

Q: What happens to my Enhanced Payroll for Accountants subscription if my ProAdvisor membership with payroll lapses?

- A:** You will be billed for the stand alone payroll subscription 7 days after your ProAdvisor membership expires (\$299). If that fails, your payroll subscription may be discontinued. Please contact [888-250-7279](tel:888-250-7279) to rejoin the program, or with any questions.

Q: May I use the QuickBooks trademark in my advertising and sales materials?

- A:** In order to use the QuickBooks name in advertising, detailed brochures and sales materials, you must carefully follow the Trademark Restrictions provided in this Guide and the Program Agreement. There are several limitations on use of the QuickBooks name, including that the QuickBooks name cannot be used in logo form (i.e., as it appears on Intuit's packaging and other materials). Only plain-text display of the QuickBooks name is allowed, and such display must comply with the current Trademark Restrictions, as they are updated by Intuit from time to time.

Note: If you are a member of the QuickBooks Affiliate Program, you are allowed, per that program's terms and conditions, to display certain approved Affiliate Program ad banners (provided by Intuit) on your website(s), some of which include the QuickBooks product logos and/or box designs. See the QuickBooks Affiliate Program terms and conditions for further information.

Q: How do I maintain my Certification Status?

- A:** Once you have successfully completed the certification curriculum, you are a Certified Member, and can maintain that Certification Status by simply renewing your QuickBooks ProAdvisor Program annual membership at the Certified Member level. If a new version of QuickBooks financial software is released, you will be notified when the QuickBooks ProAdvisor Certification course for that version of QuickBooks is available. QuickBooks ProAdvisors who are already certified in a past version of QuickBooks will need to complete all three online sections of the QuickBooks ProAdvisor Certification course in order to upgrade their certification status to this next version of QuickBooks. We highly recommend you keep your certification status updated, for two reasons:

- It will help to ensure you can provide the highest level of knowledge and support to your clients.
- Only members who are certified on the latest version of QuickBooks will be listed in the top section of the QuickBooks Find-A-ProAdvisor Website.

NOTE: Upon release of a new certification course, the previous course will be available through June 30th of the following year (e.g. QuickBooks 2007 Certification Course access will be available through June 30, 2008). **After this date, Intuit may, in its sole discretion, restrict access of the earlier QuickBooks ProAdvisor Certification course.**

Q: Do I have to certify each year for every certification?

A: No, although the QuickBooks Financial Software Certification is updated each year, and we recommend you certify each year for the above reasons. The QuickBooks Point of Sale Certification, QuickBooks Enterprise Solutions Certification, and QuickBooks Advanced Certification are now offered on a two year cycle so to stay updated, you only need to certify in these three certifications once every two years.

Q: What happens if I become certified and later leave my firm? Do I lose my Certification Status?

A: Certification status remains with the individual, not the firm, so long as your QuickBooks ProAdvisor membership remains current.

Q: What is Intuit's NASBA sponsor number?

A: Intuit's NASBA sponsor number is 103311.

For more Frequently Asked Questions regarding the QuickBooks ProAdvisor Program, please visit accountant.intuit.com/proadvisorfaqs.

Program Agreement

QuickBooks ProAdvisor Agreement

General Terms and Conditions

1. Agreement Acceptance; 60-day Money Back Guarantee

(a) Agreement Acceptance

IMPORTANT — PLEASE READ: This 2008 QuickBooks ProAdvisor Program Agreement (“Agreement”) is made between you and Intuit Inc. (“Intuit”) and is effective either as of (a) October 10, 2007 or (b) in the case of new Members whose Program membership begins after October 10, 2007, the date your Program membership begins as set forth in Section 2(a) below (“Effective Date”) and provides the terms and conditions (including benefits and Certification provisions as set forth in the referenced Schedules) of your membership in the QuickBooks ProAdvisor Program (“Program”). This Agreement supersedes all previous Program terms and conditions, benefit and Certification provisions and other Program agreements, and shall apply to all Members regardless of when Program membership began. Your participation in the Program means that you agree to the terms and conditions of membership as provided in the Agreement. If you do not accept this Agreement, (i) you must contact the QuickBooks Pro Advisor Program Member Sales and Service Hotline (“Member Hotline”) at [888-250-7279](tel:888-250-7279) NO LATER THAN DECEMBER 9, 2008 to terminate your Program membership if you are an existing Member or renewing Member; or (ii) if you are a new Member, you must return the Intuit-provided Program materials and, if applicable, Intuit-provided software, along with the packing slip for same, WITHIN SIXTY (60) DAYS of the ship date to the address indicated on your packing slip. If you do not have your packing slip, you must call the Member Hotline at [888-250-7279](tel:888-250-7279) to request your order number and send the Program materials and software with a letter referencing your order number to Intuit Inc., P.O. Box 19004, Greenville, SC 29390.

As used in this Agreement, “you,” “your,” and “Member” are synonymous and refer to the person who purchased Program membership as reflected in Intuit’s records.

(b) Sixty-day Money-back Guarantee

Each new Member to whom Intuit sends an email order confirmation for Program membership purchases receives a sixty-day money-back satisfaction guarantee. If any such new Member is not satisfied with the Program, Member’s sole remedy is to cancel the purchased Program membership within sixty (60) days of the date of such email order confirmation from Intuit and return all Intuit-provided materials and software to Intuit at the address provided on the packing slip. Upon receipt of all Intuit-provided materials and software, Intuit will issue to such Member a refund for the full Program membership fee for the current one-year membership period only, minus shipping costs.

2. Application Information

Member hereby certifies that the information Member supplied to Intuit during the Program membership enrollment process and Certification (as defined in Chapter 6, Exhibit A, Section B) enrollment process, if applicable, is true and correct. This information is for the express use of Intuit and does not constitute certification or endorsement by Intuit of Member. Member understands that the Program membership fee is for a one-year membership period that commences on: (a) the date Intuit sends to Member an email confirmation of Member’s order for Program membership in the case of new Members; and (b) in the case of renewing Members, as provided in Section 13 below. Member further understands that Intuit reserves the right to discontinue Program membership, including, without limitation, Certification, of any Member who does not meet the criteria for participation, and such criteria shall be determined from time to time in Intuit’s sole discretion. No refund or partial refund of any kind for the Program’s annual membership fee will be made in the event Member’s membership is discontinued for cause. Member understands that participation in the Program, including, without limitation, Certification, is limited solely to persons and entities located in and supplying information and products to customers located in the fifty (50) states of the United States, the District of Columbia, Puerto Rico, and Guam (“Territory”).

3. Intuit Inc. Proprietary Rights

Member agrees that Member is not authorized or permitted to use the term or name “Member: QuickBooks ProAdvisor® Program” or other permitted uses as provided in the Trademark Restrictions herein, until the date your Program membership commences and only during the term of current, valid membership. Member agrees to abide by all of the Trademark Restrictions. Member further agrees that Member is not authorized or permitted by Intuit to use the trademarks “Intuit”, “QuickBooks”, “QuickBooks ProAdvisor”, “QB”, “QB ProAdvisor”, or Intuit’s corresponding logo designs, or any other trademarks, trade names or domain names corresponding to or similar to Intuit’s marks, or belonging or licensed to Intuit in any products, services, or advertising, or in any way not expressly set forth in this Agreement. Member further agrees that Member will use all software provided by Intuit strictly in accordance with the software license agreement accompanying such software and with U.S. copyright laws. You are not authorized by Intuit to resell or distribute the software provided to you by Intuit in any way, except for Not For Resale versions of the software provided to you by Intuit and those versions of the software that you purchase from Intuit for distribution to your clients.

4. Protection of Interest

Acknowledgment of Rights. You acknowledge Intuit’s exclusive rights in all of its trademarks, trade names, logos (including, without limitation, the Certified Logo) and service marks (“Intuit Marks”) and all goodwill associated therewith, and acknowledge that any and all plain-text uses of Intuit Marks by you inure solely to the benefit of Intuit. You shall not challenge Intuit’s exclusive rights in and to the Intuit Marks. You shall not do anything that might harm the reputation or goodwill of Intuit or any of the Intuit Marks. You shall not take action inconsistent with Intuit’s rights in the Intuit Marks. You shall not adopt, use, or register any corporate name, trade name, trademark, service mark, internet domain name, or other designation confusingly similar to the Intuit Marks or incorporating in any way any of the Intuit Marks. If at any time you attempt to acquire any rights in, or registration(s) or application(s) of any kind for, containing or corresponding to the Intuit Marks by operation of law or otherwise, you will immediately and at no expense to Intuit assign such rights, registrations, names or applications to Intuit, along with any and all associated goodwill.

Enforcement. In the event you become aware of any unauthorized use of the Intuit Marks by a third party, you should promptly notify Intuit in writing, and shall cooperate fully, at Intuit’s expense, in any enforcement of Intuit’s rights against such third party.

5. Conduct of Business

You agree (a) to conduct business and provide services in a manner which reflects favorably at all times on the products, services, goodwill and reputation of Intuit; (b) to conduct business and provide services in full compliance with all applicable laws and regulations; (c) to conduct business and provide services in full compliance with all agreements you may have with Intuit, including but not limited to the QuickBooks Software License Agreement; (d) not to engage in deceptive, misleading or unethical practices; (e) not to make any statements, representations, warranties, or guarantees to customers that are inconsistent with the policies established by Intuit; (f) to provide support and services of the highest quality and integrity; and (g) to use best efforts to resolve any complaints or disputes with your clients regarding your services under the Program in a fair and timely manner. You agree not to use or display any materials or content in Member’s website in a manner that is, as determined by Intuit in its sole discretion, defamatory, misleading, libelous, obscene or otherwise potentially damaging to the reputation of Intuit, or the goodwill associated with Intuit.

6. Authorization

Member hereby authorizes Intuit and third parties authorized by Intuit to disclose and/or publish information regarding Member’s name, address and other contact information, expertise profile, and business profile in printed and/or electronic forms in any medium.

Program Agreement

QuickBooks ProAdvisor Agreement

7. Confidentiality

Intuit may from time to time provide you with confidential information. You acknowledge that such confidential information is the property of Intuit, its subsidiaries, affiliates or suppliers and a confidential trade secret of Intuit, its subsidiaries, affiliates or suppliers. You shall not reveal, disclose or distribute such confidential information in any form to employees, except on a need to know basis, or to any third party, except to the extent specifically authorized by Intuit in writing, and shall take all reasonable precautions to prevent unauthorized disclosure and use of such confidential information. This obligation of confidentiality does not apply to information which is (a) rightfully in the public domain other than by a breach of a duty to Intuit; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to you without any limitation on use or disclosure prior to its receipt from Intuit; (d) independently developed by you; or (e) generally made available to third parties by Intuit without restriction on disclosure. You may not disassemble, reverse-engineer, or decompile any software that is provided to you by Intuit.

Member agrees to return to Intuit immediately upon Intuit's written request any confidential information Member has received in writing or other tangible form. Member acknowledges that the unauthorized disclosure or use of Intuit confidential information will cause irreparable harm to Intuit, and that accordingly, Member agrees that Intuit will have the right to seek and obtain injunctive relief in addition to any other rights and remedies Intuit may have at law or in equity.

8. Idea Submissions

By submitting ideas, suggestions, proposed business plans or any other material to Intuit, Member acknowledges and agrees that Intuit will treat such submissions as non-confidential; Intuit can use the information without compensation to Member or to any other person or entity; and Intuit may have already developed, and is not restricted from developing, products, services or plans similar to or competitive with any described in such submissions from Member.

9. Right to Inspect

Intuit shall have the right to inspect your provision of support and services under this Agreement, your business premises, and all signage, advertisements, promotional material, and documentation in order to ensure your full compliance with the terms and conditions of this Agreement. You shall cooperate fully and shall provide Intuit immediate access to all requested materials and to your business premises in order to allow Intuit to exercise its right to inspect.

10. Third Party Services

Certain services and products provided by third parties, and not by Intuit, are made available in connection with the marketing and distribution of QuickBooks and membership in the Program ("Third Party Services"). You are responsible for reviewing, understanding and complying with the terms and conditions governing any Third Party Services, and your use of any Third Party Services indicates your acceptance of such terms and conditions. You agree that Intuit is not responsible for the performance of third parties in connection with the Third Party Services, and to indemnify Intuit for third party claims relating to your use thereof.

11. Indemnification by You

You agree that Intuit shall have no liability to you or any of your clients or customers and that you shall indemnify, defend and hold Intuit harmless from any expenses, damages, costs or losses (including reasonable attorney's fees) resulting from any suit or proceeding based upon a claim arising (i) by reason of your performance or non-performance under this Agreement; (ii) arising out of your use of the Intuit Marks in any manner whatsoever except in the form expressly licensed under this Agreement; and/or (iii) for any personal injury, product liability, or other claim arising from the promotion and/or provision of products or services by you. In the event Intuit seeks indemnification from you under this Section 11, Intuit will immediately notify you in writing of any claim or proceeding brought against it for which it seeks indemnification under this Agreement. Intuit reserves the right, at its option, to assume full control of the defense of such claim or proceeding with legal counsel of its choice. If Intuit so undertakes its own defense, any settlement of such claim or proceeding requiring payment from you shall be subject to your prior written approval. You agree to reimburse Intuit upon demand for any expenses reasonably incurred by Intuit in defending such claim, including, without limitation, attorney's fees and costs, as well as any judgment or settlement of the claim or proceeding. In no event may you enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind Intuit in any manner without the prior written consent of Intuit.

12. Warranty; Disclaimer; Limitation of Liability

THE PROGRAM (INCLUDING, WITHOUT LIMITATION, THE CERTIFICATION CURRICULUM AND ALL PROGRAM-RELATED SERVICES) IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT AND ITS SUPPLIERS DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM, ANY SERVICES PROVIDED BY INTUIT OR ITS SUPPLIERS, QUICKBOOKS OR OTHER SOFTWARE, ANY TRAINING GUIDE, AND/OR ANY OTHER RELATED MATERIALS INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, THEIR MERCHANTABILITY, OR THEIR NONINFRINGEMENT. MEMBER ACKNOWLEDGES AND AGREES THAT SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN MEMBERS. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE COMMENCEMENT DATE OF MEMBER'S INITIAL PROGRAM MEMBERSHIP. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS IN DURATION MAY NOT APPLY TO CERTAIN MEMBERS. IN NO EVENT SHALL INTUIT OR ITS SUPPLIERS BE LIABLE FOR ANY AMOUNTS IN EXCESS OF THE FEES PAID BY MEMBERS TO INTUIT HEREUNDER FOR ONE MEMBERSHIP PERIOD, NOR SHALL INTUIT OR ITS SUPPLIERS BE LIABLE FOR DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST BUSINESS OR PROFITS ARISING FROM ANY MATTERS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER INTUIT OR ITS SUPPLIERS HAVE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE REMEDIES SET FORTH HEREIN SHALL BE MEMBER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF THESE TERMS AND CONDITIONS.

Program Agreement

QuickBooks ProAdvisor Agreement

13. Term

(a) Initial Term. New Program memberships shall commence on the date Intuit sends to you an email confirmation of your order for Program membership and will continue for one (1) year thereafter, unless earlier terminated as set forth in this Agreement (e.g., commencement on 11/15/07 expires on 11/14/08) (“Initial Term”).

(b) Renewals. If your Program membership does not currently automatically renew, as evidenced by either your initial discussion with an Intuit sales agent or as indicated in the 30 day reminder email sent by Intuit, the following terms shall apply.

(i) Renewal. You may renew your Program membership by submitting a renewal order and the then-current renewal fee to Intuit prior to the expiration of your Initial Term or any renewal term. You are solely responsible for timely renewal of Program membership. In no event shall you or Intuit be obligated to renew or extend your membership.

(ii) On Time Renewals. When you renew your Program membership early or on the expiration date of the Initial Term or renewal term, you may renew at the then-current Program membership renewal price (“On Time Renewal”) minus the pro-rated cost of any un-used membership time. In this case, your renewal term expiration date will be annualized based upon your renewal order date. Therefore, the expiration date for your renewal term will be in one-year increments from your most recent renewal order. For example, if your Initial Term expires on October 31, 2007, your next On Time Renewal term will expire on October 31, 2008. **If you have not renewed your Program membership, your listing on the Referral Database will be removed, and your unlimited QuickBooks Technical Support will expire. In addition, if the list of eligible (i.e., current) members for the automatic upgrade shipment is pulled and you have not renewed your membership, you will not receive your automatic upgrade.**

(c) Automatic Membership Renewal. You can arrange to have your Program membership automatically renew on the membership anniversary date (the “Effective Renewal Date”) unless earlier terminated as set forth herein, by contacting the QuickBooks ProAdvisor Hotline at **888-250-7279**. If you have opted in to AutoRenewal, Intuit will notify you by email thirty (30) days prior to the Effective Renewal Date that you will be charged the then-current Renewal Membership fee to the credit card on file. If your credit card is charged and you later elect not to renew your membership, you may cancel your membership and request a refund of the Renewal Membership fee by notifying Intuit no later than 60 days after the Effective Renewal Date. If you opted in to AutoRenewal at one time, but later decide you do not want this service, you can opt out of the service at any time by again calling **888-250-7279**.

(d) Automatic Renewal for ProAdvisor membership with Payroll. If you subscribe to Enhanced Payroll as part of your Program membership, both the program membership and the payroll subscription will be automatically renewed. Intuit will notify you by email thirty (30) days prior to the Effective Renewal Date that you will be charged the then-current Renewal Membership fee plus Payroll subscription to the credit card on file. If your credit card is charged and you later elect not to renew your membership, you may cancel your membership and request a refund of the Renewal Membership fee by notifying Intuit no later than 60 days after the Effective Renewal Date. Please note you can opt out of auto-renewal at any time by calling 888-250-7279.

(e) Lapsed Membership Renewals. If your Program membership terminates for the reasons set forth in Sections (b) (i) and b(ii) above, you may continue your participation in the Program (“Lapsed Membership Renewal”) by re-joining the Program at: (1) the then-current Program membership renewal price if Intuit has shipped you the latest automatic upgrade (see Chapter 2, Section B) or (2) the then-current Program new membership price if Intuit has not shipped to you the latest automatic upgrade. In either case your renewal term will commence on the date you pay the renewal fee or new membership fee as evidenced by the dates set forth in Intuit's records (“Lapsed Membership Renewal Date”). In the event of a Lapsed Membership Renewal, your subsequent renewal terms will be in one-year increments from the expiration date of the Lapsed Membership Renewal Date. If your ProAdvisor membership does lapse for any reason, and you have signed up for Enhanced Payroll, the Payroll subscription will renew seven days after the effective termination of your ProAdvisor membership at the standard price for Enhanced Accountant Payroll. If you do not want your Payroll subscription to renew, then you must contact ProAdvisor Customer Service to terminate your Payroll membership.

(f) Certification. The provisions governing the Certification period for Certified QuickBooks ProAdvisors shall be as set forth in Chapter 6, Exhibit A (“2008 QuickBooks ProAdvisor Certification”) of the Membership Guide.

14. Default and Termination

- (a) Intuit or Member may terminate Member's membership at any time, with or without cause, by written notice to the other not less than THIRTY (30) DAYS before the effective date of such termination notice. Intuit may terminate Member's membership for cause effective immediately and without notice in the event that: (i) Intuit determines in its sole discretion that Member has behaved unprofessionally or otherwise unacceptably towards any Intuit sales, customer service, or technical support agents; (ii) Intuit has received negative feedback on more than one occasion about a Member; (iii) Member fails to perform any of Member's obligations under this Agreement or is otherwise in default hereunder and such failure or default remains unremedied for FIFTEEN (15) DAYS after written notice thereof; (iv) Intuit, in its sole discretion, determines that Member does not meet the criteria for membership in the Program as determined by Intuit from time to time; (v) Member commits a felony or engages in an unlawful business practice; or (vi) any conduct or proposed conduct of Member exposes or threatens to expose Intuit to any liability or obligation, including any obligation under federal, state or local law.
- (b) Additional termination provisions related to Certified QuickBooks ProAdvisors are as set forth in Chapter 6, Exhibit A ("2008 QuickBooks ProAdvisor Certification Terms and Conditions") of the Membership Guide.

15. Effect of Termination

Upon expiration or termination of Member's membership, regardless of the reason thereto: (a) All privileges and benefits of the Program membership will be immediately revoked; (b) Member shall immediately cease use of the name "QuickBooks ProAdvisor®" and shall otherwise discontinue representing in all instances and locations (e.g., on materials, website, etc.) that Member is a participant or Member in the Program; (c) Member shall promptly return to Intuit all Intuit confidential information or certify in writing that it has destroyed such information; (d) all rights and licenses granted under this Agreement (including without limitation the license to use the Certified Logo) will immediately and automatically terminate; and (e) Certified Member (as defined in Schedule 4 "QuickBooks ProAdvisor Certification," of the Membership Guide) shall immediately cease use of the Certified Logo and shall otherwise discontinue representing that Certified Member is a Certified QuickBooks ProAdvisor or any other authorized statement regarding such status. No refund or partial refund of the Program's annual membership fee will be made in the event the membership is terminated unless (i) Member terminates membership within 60 (sixty) days after the date Intuit sends to Member an email confirmation of Member's order for Program membership in accordance with Section 1(b) of this Agreement, in which case Intuit will refund the entire membership fee for the then-current one-year membership period minus shipping costs; or (ii) Intuit terminates Member's membership without cause, in which case Intuit will refund a prorated portion of the annual membership fee based on the period the membership was in force at the time of such termination.

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16. General Provisions

Governing Law, Venue, Notices. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of California or federal courts located in California, without regard to principles of conflict of laws. Any dispute, resolution, or proceeding with respect to this Agreement shall take place in the County of Santa Clara, State of California. Notices and demands of any kind that (a) You may be required or desire to serve upon Intuit shall be served by registered or Certified United States mail, postage prepaid, or overnight courier, to Intuit, at Intuit Inc., Attn: Legal Department, MS-2700C, P.O. Box 7850, Mountain View, CA 94039 or (b) Intuit may be required or desire to serve upon you shall be served by U.S. mail (postage prepaid), overnight courier, facsimile transmission, or email to your most recent address, fax number and/or email address provided to Intuit under the Program.

Equitable Relief. You recognize and acknowledge that your breach of any of your covenants, agreements, or undertakings hereunder will cause Intuit irreparable damage, which cannot be readily remedied by monetary damages in an action at law, and may, in addition thereto, constitute an infringement of the Intuit Marks and/or rights under the laws of unfair competition. Accordingly, in the event of any default or breach by you, including any action by you which could cause loss or dilution of Intuit's goodwill, reputation, or rights in any Intuit Marks, Intuit shall be entitled to an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution.

Non-Waiver. No waiver of any right or remedy on one occasion by either party will be deemed a waiver of such right or remedy on any other occasion.

Assignment. The rights granted to you hereunder are personal, and you may not assign this Agreement or any right or obligation hereunder, whether in conjunction with a change in employment, voluntary transfer, transfer by operation of law, or otherwise, without the prior written consent of Intuit, which Intuit may give or withhold in its sole discretion. Any such purported assignment or transfer shall be deemed a material breach of this Agreement and shall be null and void. This Agreement is freely assignable by Intuit and will be for the benefit of Intuit's successors and assigns.

Relationship of Parties. You and Intuit are independent contractors and you agree that you will not represent yourself as an agent or representative of Intuit. Neither party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, franchise, employment or agency relationship between you and Intuit.

Severability. The failure of Intuit to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity of the remaining provisions unless Intuit determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes.

Entire Agreement. This Agreement, which includes Chapters 2, 3, 6 and Exhibits A & B, constitutes the entire agreement and understanding between the parties with respect to the Program, and supersedes all previous Program agreements and membership guides, and all prior and contemporaneous negotiations, discussions and understandings of the parties, whether written or oral, regarding the Program. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by Intuit. This Agreement, including, without limitation, the Program and all Program benefits, and the QuickBooks ProAdvisor Program Membership Guide, may be changed from time to time by Intuit in its sole discretion.

No Endorsement. You acknowledge that Intuit makes no claims on behalf of you or your company as to the quality of the products or services you offer.

Continuing Obligations. Obligations of the parties under the provisions of Sections 3, 4, 7, 8, 10, 11, 12, 15, and 16 shall survive any termination or expiration of membership and remain in force after termination of this Agreement.

EXHIBIT A

QuickBooks ProAdvisor Certification Terms and Conditions

A. Purpose of QuickBooks ProAdvisor Certification

Intuit is committed to providing its QuickBooks customers with superior quality products and services. In order to provide appropriate service and support for customers using QuickBooks, Intuit has created QuickBooks ProAdvisor Certification. Under QuickBooks ProAdvisor Certification, individuals who have demonstrated their proficiency in supporting QuickBooks by successfully completing the education and testing requirements of QuickBooks ProAdvisor Certification may obtain certain benefits and may be licensed to use the Intuit Marks, both as set forth in this Agreement. Certification does not, however, ensure that a Certified Member will qualify for any particular employment. Certified Members are not and may not act as an agent or representative of Intuit in any manner. Intuit does not endorse or guarantee the quality of Certified Members' support or other services to customers.

B. Definitions

1. "Certification" means the QuickBooks ProAdvisor Certification offered by Intuit for QuickBooks ProAdvisors who demonstrate technical competence relating to the use of QuickBooks, through successfully completing the Certification Curriculum.
2. "Certification Curriculum", means those course materials that have been developed by Intuit or its designated vendors for use with the QuickBooks ProAdvisor Certification, including proficiency testing. Such Certification Curriculum may include printed material, as well as web-based or CD-ROM-based interactive instructional material, and may be utilized in a self-study or in a classroom environment. Third-party service providers may perform the testing component of the Certification Curriculum on Intuit's behalf.
3. "Certification Status" means the status associated with the successful completion of the Certification Curriculum.
4. "Certified Member" means a QuickBooks ProAdvisor in good standing who has successfully completed the Certification Curriculum.
5. "Certified Logo" means the logo design(s) associated with the Certified QuickBooks ProAdvisor status, as provided by Intuit.

C. Certification and Quality Control

1. **Obtaining Certification.** To obtain Certification, you must (1) enroll in the QuickBooks ProAdvisor Program; and (2) successfully complete the Certification Curriculum and required testing within the time period noted in this section; and (3) comply with all other requirements in this Agreement.

NOTE: Upon release of a new certification course, the previous course will be available through June 30th of the following year (e.g., QuickBooks 2007 Certification Course access will be available through June 30th, 2008). **After this time, Intuit may, in its sole discretion, restrict access of the earlier QuickBooks ProAdvisor Certification course.**

2. **Certification Enrollment.** You certify that the information supplied to participate in Certification is true and correct. This information is for the express use of Intuit and the mere enrollment in Certification does not constitute Certification or endorsement by Intuit of Member. You understand that Intuit reserves the right to discontinue Certification of any Member or Certified Member who does not meet the criteria for participation in Certification, and that such criteria shall be determined from time to time in Intuit's sole discretion. No refund or partial refund of the Certified QuickBooks ProAdvisor membership's annual fee will be made in the event your Certification is discontinued.

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QuickBooks ProAdvisor Agreement

- 3. Certification Curriculum.** You acknowledge that Intuit has the right, in its sole discretion, to change at any time the Certification Curriculum and the requirements for obtaining or maintaining Certification. Intuit, at its discretion, will make your name and current Certification Status available to QuickBooks customers who request it, unless you notify Intuit in writing requesting that such information not be disclosed. It is your responsibility to ensure that such information is current and accurate, and to notify Intuit promptly in the event such information is not current or accurate.
- 4. No Transfer of Certification. Your Certification Status and any license to use the Certified Logo are personal to you and neither may be transferred nor assigned to any other person or entity.** You retain your Certification Status and your license to use the Certified Logo if you leave your current employment and/or begin working with a different business organization, as long as your Program membership and Certification are in good standing.
- 5. Conduct of Business.** You agree (1) not to misrepresent your Certification Status or your level of skill and knowledge related thereto; (2) to provide support and services consistent with the Certification Curriculum; and (3) to use best efforts to resolve any complaints or disputes with your clients regarding your services as a Certified QuickBooks ProAdvisor in a fair and timely manner.
- 6. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, INTUIT HAS THE RIGHT TO REVOKE, NOT TO GRANT, OR NOT TO RENEW YOUR CERTIFICATION STATUS AND/OR YOUR LICENSE TO USE THE CERTIFIED LOGO IF INTUIT DETERMINES IN ITS SOLE DISCRETION THAT YOUR CERTIFICATION OR YOUR USE OF THE CERTIFIED LOGO MAY ADVERSELY AFFECT INTUIT IN ANY WAY.**

D. License Grant and Limitations on License Grant

- 1. License Grant.** Subject to your obtaining and maintaining Certification Status under the terms of this Agreement, and to your full compliance with this Agreement, Intuit hereby grants and you accept a non-exclusive, non-transferable, royalty-free, revocable license to use the Certified Logo in the Territory (as defined in Chapter 6, Exhibit B, Section 2 of the Agreement), only as set forth in this Agreement, which may be modified from time to time at Intuit's sole discretion without notice. No other right, title, or license is granted hereunder, either by implication, estoppel or otherwise.
- 2. Limitations on License to Use Certified Logo.** The Certified Logo may not be used for any other purpose or in any manner other than as described in the Certified Logo Restrictions in this Agreement. In addition, if at any time Intuit requests that you discontinue using the Certified Logo and/or substitute new or different Certified Logo(s), you will immediately cease use of the discontinued Certified Logo(s) and cooperate fully with Intuit to ensure that all legal obligations have been met with regard to ceasing use of the Certified Logo(s).

E. Term and Termination

- 1. Certification Term.** Certified Member's rights and obligations under this Chapter 6 shall commence on the date you successfully complete the Certification Curriculum and will terminate upon Certified Member's loss or other termination of Certification Status or upon termination of the Program membership.
- 2. Termination of Certification by Intuit.** Without prejudice to any rights it may have under this Agreement or in law, equity, or otherwise, Intuit may terminate a Certified Member's Certification under this Agreement (including without limitation the Certification Status and use of the Certified Logo) immediately upon the occurrence of any one or more of the following events:
 - (a) You fail to maintain your annual Program membership either by failing to pay the then-current annual Program membership fee or otherwise;
 - (b) You fail to perform any of your obligations under this Agreement, including, without limitation, the terms related to use of the Certified Logo;
 - (c) You discontinue providing the services and support for Intuit products to which your Certification is related;
 - (d) A government agency, state licensing body, or court finds that services provided by you fail to comply with applicable laws or regulations, or are defective or improper in any way, manner or form;
 - (e) If actual or potential adverse publicity or other information emanating from a third party or parties, about you, the services you provide, or the use of the Certified Logo by you causes Intuit, in its sole judgment, to believe that Intuit or its reputation may be adversely affected; or
 - (f) You resell and/or distribute the software provided to you by Intuit in violation of the terms and conditions of the software's end user license agreement or this Agreement.

Program Agreement

QuickBooks ProAdvisor Agreement

EXHIBIT B

Trademark Usage Restrictions

The following are the trademark usage restrictions for the Program (“Trademark Restrictions”).

A. No Use of Logo Forms or Box Designs

When referencing the QuickBooks name, the use of product logos or box designs is prohibited. Intuit trademarks must be displayed only in plain text and only for approved purposes as set forth below. Such plain text usage must retain the distinctive capitalization and/or spacing of the mark. For example:

Correct: QuickBooks® software; or QUICKBOOKS® software

Incorrect: Quick books® software

NOTE: If you obtain Certified ProAdvisor status, you will be granted the limited right to use the Certified® logo under the terms and conditions set out in Section F below. Also, if you are a member of the QuickBooks Affiliate Program, you are allowed, per that program’s terms and conditions, to display certain approved Affiliate Program ad banners (provided by Intuit) on your website(s), some of which include the QuickBooks product logos and/or box designs. See the QuickBooks Affiliate terms and conditions for further information.

B. Correctly Promote Your Membership in the QuickBooks ProAdvisor Program

Upon your acceptance into the QuickBooks ProAdvisor Program, Intuit encourages you to inform your current and prospective clients/customers of your membership in the Program, in accordance with all of the Trademark Restrictions listed herein. You can convey this information in your advertising, and in detailed brochures, sales materials and websites (“Approved Materials”), but you should only do this in a way that does not lead clients to believe that you are somehow “Officially Endorsed by”, “Authorized by”, or formally “Partnered” with Intuit, or that you are an employee or representative of Intuit. The best way to promote your membership is to simply place one of the following plain-text statements in your sales and/or advertising materials:

“Member: QuickBooks ProAdvisor® Program”; or “Member of the QuickBooks ProAdvisor® Program”; or “QuickBooks ProAdvisor® Program Member”

C. No Use in Direct Business Source Identifiers

The Intuit, QuickBooks, QuickBooks ProAdvisor, QB, or other similar marks or logos cannot be used in your company name or in your direct business source identifiers such as stationery, business cards, company signs, domain names or company website titles. These identifiers indicate the name of your business and, thus, the source of its products or services. In order to avoid any possible confusion with regard to the source of Intuit’s products/services, versus your or another party’s products/services, use of Intuit’s trademarks in these source identifiers is prohibited. However, Intuit does not object to the membership statements in Section B above being used by Members in good standing on their business cards, stationery and company websites only, where no logo form or special design is used. The following additional statements may also be used on business cards and stationery without violating these Trademark Restrictions:

“Specializing in QuickBooks® software”

“Supporting QuickBooks® users since....”

“Specializing in QuickBooks® installation and setup”

“Consulting on QuickBooks® software”

All other uses of the QuickBooks or other Intuit marks on direct business source identifiers are strictly prohibited.

Additionally, by participating in the Program, you agree that the Approved Materials will not contain any content that could be deemed by Intuit, in its sole judgment, to be obscene, violent or otherwise in poor taste or unlawful, or for the purpose

of encouraging unlawful activities, or otherwise misuse or bring into dispute or disrepute the QuickBooks trademark, any other Intuit-owned marks or logos, or Intuit's products or services. Intuit reserves the right to object to unfair uses or misuses of its trademarks/logos and to hold you in breach of the Agreement for any such unfair uses or misuses in Intuit's sole discretion.

D. No Use of Intuit Company Trade Name, Trademark or Company Logo

No person or company except Intuit may use the Intuit company name, trademark or company logo. The only use of the company name that is permitted is the plain-text listing of the ownership legend for Intuit's trademarks, as shown in Section E below.

E. Appropriate Symbols and Ownership Legends Must Be Used

When used in accordance with these Trademark Restrictions, Intuit's QuickBooks® and QuickBooks ProAdvisor® trademarks should appear with the "®" symbol directly next to the mark as shown. The appropriate ownership "legend" must also be displayed at least once in any materials where the QuickBooks or QuickBooks ProAdvisor names are mentioned (unless space is not available, e.g., on business cards). Such legend should generally read as follows:

"QuickBooks and QuickBooks ProAdvisor are registered trademarks and/or registered service marks of Intuit Inc."

F. FOR CERTIFIED QUICKBOOKS PROADVISORS: Certified Logo Restrictions



All approved uses of the Certified Logo must conform to the following logo usage restrictions ("Certified Logo Restrictions"):

1. Approved Purpose

Certified Members are granted a limited license to use the Certified Logo and may use the Certified Logo solely for the purposes of notifying clients or prospective clients, via Approved Materials and usages only (as set forth in Section F.2 below), of the Certified Member's current, valid Certification in the Program and of the Certified Member's successful completion of the Certification Curriculum pursuant to this Agreement ("Approved Purpose"). No other use of the Certified Logo is permitted.

2. Approved Materials and Usage

- a. Certified Members in good standing may use the Certified Logo for the Approved Purpose (in an appropriate form and size as set forth in this Section F) in all of the following instances (collectively, "Approved Materials"):
 - (i) Certain paper and electronic marketing materials for Certified Members' services related solely to QuickBooks software, such as Member brochures and websites;
 - (ii) Certain advertising for Certified Members' services related solely to QuickBooks software, such as display ads in newspapers, magazines and yellow pages;
 - (iii) On Certified Member's stationery and business cards; and
 - (iv) Apparel (e.g., shirts) for use solely by the Certified Member
- b. All such Approved Materials must also separately contain Certified Member's own name, company name, service name and/or trade name in a size that must be at least as large as the Certified Logo lettering.
- c. Certified Members may NOT use the Certified Logo in or on physical company signage or within company logos; however Certified Members may display the Certified Logo in public view separate and apart from company signage, member name, company name, service or trade name displays.
- d. Notwithstanding the above, Certified Members may use the following identification line in plain text (not logo/graphic form) when printing a Certified Member's name on business cards, stationery, brochures, apparel, and website ONLY:

Program Agreement

QuickBooks ProAdvisor Agreement

“Jane Smith, Certified QuickBooks ProAdvisor.® ” However, such identification line CANNOT be used on or in connection with company signage, or company names or logo designs (including where such logo designs appear on other materials), or be incorporated into signage or company names/logos in any way.

- e. Certified Members may not under any circumstances use the Certified Logo or any part thereof in the name of the Approved Materials themselves, or in the names of Certified Member’s own products, services, or business, or use the Certified Logos in any other non-approved manner, including for promotional events, merchandise or signage, or to express or imply any endorsement or affiliation with Intuit beyond the completion of the Certified Curriculum and required testing. Furthermore, Certified Member agrees that the Approved Materials will not contain any content that could be deemed by Intuit, in its sole judgment, to be obscene, violent or otherwise in poor taste or unlawful, or for the purpose of encouraging unlawful activities, or otherwise misuse or bring into dispute or disrepute the Certified Logo, the QuickBooks trademark, any other Intuit Marks, or Intuit products or services. Intuit reserves the right to object to unfair uses or misuses of Intuit Marks and to hold Certified Member in breach of this Agreement for any such unfair uses or misuses in Intuit’s sole discretion.

For visual examples of approved and inappropriate uses of the Certified QuickBooks ProAdvisor logo usage, please visit accountant.intuit.com/certpaplogo.

3. Required Legend

All Approved Materials that display the Certified Logo shall include a small legend stating “QuickBooks and QuickBooks ProAdvisor are registered trademarks and/or registered service marks of Intuit Inc., used with permission.” Intuit may, from time to time, also require Certified Member to use another statement.

4. Design Requirements

When reproducing the Certified Logo design, the only modification that is allowed is to resize the Certified Logo design in exact proportion to its original height and width. No re-sampling or other attempted duplication is allowed and no alteration, modification, cropping, or addition to the Certified Logo is permitted. The Certified Logo as supplied by Intuit cannot be “violated” or touched by any other text or graphics in any way, and there must be a border of space of at least fifteen percent (15%) of the total height of the Certified Logo surrounding it on all sides in every instance where the Certified Logo appears. The proportion of the Certified Logo should remain consistent. Stretching, condensing, distorting or otherwise altering the Certified Logo is prohibited. The Certified Logo may not be placed on backgrounds with insufficient contrast, photos or illustrations, strong patterns or texture.

5. Logo File Formats

The Certified Logo is offered in four different file formats for the Approved Purpose and usage as set forth in Section F.2 above. Any of the four file formats can be imported into documents created by most software applications. Please read the file format descriptions, as they will help you assess which file format is most appropriate for your needs.

- a. GIF.** The .GIF file format versions of the Certified Logo have been created for web applications only. There are two sizes available, as the logos may NOT be resized in this file format.
- b. TIF.** The .TIF file is a grayscale (black and white) version of the Certified Logo. It has been created for print applications where only one-color ink or toner is being used for reproduction. The size of the Certified Logo must be maintained, as resolution will be lost if the Certified Logo is made smaller or larger.
- c. JPG.** The .JPG file is a two-color version of the logo (colors are black and PMS 116). It is universal and will work with a Mac or PC, and can be used for print or for websites. The logo can be scaled up to 200% maximum or down (no minimum) without losing resolution.
- d. EPS.** The .EPS file is for high-resolution printing. The Certified Logo is colored and can be scaled up or down without losing resolution. Certified Logo colors are black and PMS 116. This file is compatible with Windows or Macintosh systems, and can be opened with either the Adobe Illustrator or Adobe Photoshop software applications.

QuickBooks ProAdvisor® Program

QuickBooks ProAdvisor Technical Support Included with Annual Membership

General Policies

Unlimited QuickBooks support is included in the annual QuickBooks ProAdvisor Program membership fee. Intuit may also limit or terminate support service to any Member who uses the service in an irregular, excessive, abusive or fraudulent manner. Terms, conditions, support features, procedures, pricing and support availability for future periods are subject to change at any time without notice. **Support coverage is provided solely for ProAdvisors and is non-transferable; it is personal to you and may not be used by other members of the firm that you are associated with, nor may it be transferred to or used by any other person or entity.**

Support Availability

Support availability may occasionally deviate from stated hours due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond our control. Use of the toll-free support number is available to Members within the United States. Members in Canada and U.S. protectorates may also have access to the toll-free phone number, but toll-free availability is not guaranteed. Intuit is not responsible for long-distance telephone charges incurred in connection with the use of support from a location outside the United States.

Response Time Goal

Our goal is that a technical support representative will be available to talk to a Member within then-current published response goals, subject to variations due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond our control. Intuit's response time goals do not apply to third parties, including hardware and/or software vendors, to whom a call is transferred or escalated. A Member's call will be placed in the telephone support queue after membership has been verified using the telephone number. Response goals may not be deemed a representation or warranty on Intuit's behalf regarding the time within which a resolution, if any, may be available for any particular incident. Members must use the Member telephone number in order to talk to a technical support representative. Intuit's published response time goal is not guaranteed. No remedy is available for Intuit's failure to meet the published response time goal.

Software Support Limitations

Inquiries are limited to the following QuickBooks product areas: installation, upgrade assistance, and basic functionality, as described in QuickBooks product documentation. Intuit will also assist Members with basic connectivity issues for the purpose of using QuickBooks software to access other products or services to the extent necessary to confirm whether such issues relate to equipment or software within Intuit's control. Intuit shall not be responsible for connectivity issues caused by third-party services, hardware, or other software. Intuit does not provide support for inquiries on accounting practices, nor does it provide application consulting or training.

Supported QuickBooks Products

Support is available for currently supported U.S. versions of QuickBooks: Simple Start, Pro and Premier software; QuickBooks Enterprise Solutions software; QuickBooks Point of Sale software; and QuickBooks Customer Manager software. Support availability for any particular edition or version of QuickBooks software is subject to change at any time without notice.

Hardware Support Limitations

Intuit provides first-tier support for then-published Intuit-approved Point of Sale hardware peripherals to determine if the hardware is able to perform basic functions, as designed. Technical support for personal computers is not provided. If Intuit cannot resolve a Point of Sale hardware issue using its standard, first-tier support procedures, Intuit will transfer the Member's call to the Point of Sale hardware vendor for further assistance, and additional fees may apply. Intuit will not determine whether a hardware problem is covered by the hardware vendor's warranty. The hardware vendor's hours of support availability may differ from Intuit's, and Intuit's response time goals do not apply to third parties, including hardware, software, and/or service vendors to whom Intuit transfers or escalates a call. Support availability for any particular point of sale hardware is subject to change at any time without notice.



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NOTE: Program terms and conditions, pricing, hours, and service features contained in this Membership Guide are subject to change without notice.