



Drake Refund Policy

Effective: April 18, 2023

All determinations of the refund amount for multiple product purchases, group pricing, discounts, bundled pricing, and similar pricing arrangements will be allocated among individual products by first removing any and all discounts for the products. Final determination of the refund amount per product, and any partial refund amounts associated with multiple product or bundled purchases, will be made in Drake's sole discretion. Drake's refund policy with respect to certain promotional offers may be subject to different or additional terms and conditions from those contained in this Refund Policy.

Drake Tax Software and Drake Accounting Software

Licensee may elect to terminate the license **prior to December 1** and receive a full refund, provided Licensee provides a written statement that Licensee (a) has retained no copies of the Software, uninstalled all downloaded copies of the Software, and ceased use of the Software, and (b) has not violated any provision of the applicable license agreement for the Software, and has not disclosed any confidential or proprietary Drake materials to any third party.

On or after December 1, provided Licensee has not prepared or electronically filed any tax returns using the Software, Licensee may request a refund in writing **prior to January 1**. Drake will, in this case, refund the License Fee that Licensee has paid, less two hundred dollars (\$200.00) for administrative, setup, shipping, handling and other costs.

After December 31, provided Licensee has not prepared or electronically filed any Tax Returns using the Software, Licensee may request a refund within **72 hours** or **three (3) business days** of payment. Drake will, in this case, refund the License Fee that Licensee has paid, less two hundred dollars (\$200.00) for administrative, setup, shipping, handling and other costs.

NO REFUND WILL BE MADE if Licensee has activated, prepared or filed any tax returns or violated any provision of the license agreement or this Refund Policy. NO REFUND WILL BE MADE after January 15 for Drake Accounting Software. No other offer of refund is provided. Refunds are subject to and may be limited by discounts on multiple product purchases made by Licensee, and a full refund may be limited in conjunction with the current Refund Policy in effect at the time of the refund request. All determinations of the refund amount for multiple product purchases and discounts will be made in Drake's sole discretion. Where return of materials is required for a refund, TIME IS OF THE ESSENCE.

A. Annual Software Licenses

1. General Exceptions

- a. **Quotes/Order Confirmations.** In the event there is a conflict or inconsistency between this Refund Policy and the Quote/Order Confirmation accompanying a purchase, the terms/language of this Refund Policy shall control.
 - b. **E-Filed Returns.** A REFUND WILL NOT BE PROVIDED FOR ANY DRAKE TAX SOFTWARE IF THE SOFTWARE WAS USED TO E-FILE A TAX RETURN.
 - c. **Pay-Per Return Tax Software.** Only the initial License Fee paid by Licensee is refundable in accordance with this Refund Policy. No refund is available for additional purchases of pay-per-returns. Under no circumstances will Drake refund unused additional pay-per-returns.
 - d. **Shipping and Processing Fees.** Shipping and processing fees are non-refundable.
2. **Bundled Software.** If Licensee qualifies for a refund and products purchased were part of a bundle, then Drake will refund the entire bundle price, and any components included therein. Portions of a bundle may not be broken out for a partial refund. Licensees wishing to retain some of the products included in a bundle will have a reduced refund based on the price of the products retained for use.
 3. **Downgrading from Unlimited to PPR.** Converting from the unlimited package to PPR is NOT ALLOWED.
 4. **Third Party Products and Services.** This Refund Policy does not apply to third party products and services offered through Drake (including Right Networks, The Tax Book, and other third party products). The third party's refund policy will apply instead.

B. Media and Training

1. **Training Materials.** No refunds will be provided for individual purchases of training materials, including on-demand recordings of Drake Update Schools.
2. **CD Service.** No refunds will be provided for the purchase of CD service.
3. **Printed Manuals.** No refunds will be provided for the purchase of printed manuals.

C. Refund Request Procedure

1. A refund request must be initiated by contacting Drake Software at 828-524-8020.
2. Refund requests for renewing Licensees will be processed in accordance with this Refund Policy.

D. Uninstalling and Returning the Software

1. Licensee agrees to (i) retain no physical copies of the Software, (ii) uninstall downloaded copies of the Software and (iii) cease use of the Software. Licensee shall return all materials, undamaged, to Drake by REGISTERED MAIL within thirty (30) days of the refund request.
2. Licensee shall not violate any provision of the applicable license agreement and not disclose any confidential or proprietary Drake materials to any third party.
3. A written statement confirming Licensee's compliance with **subsections D.1 and D.2** above must be sent to Drake prior to the issuance of any refund.