

Dear Audit Defense Member,

# Welcome to TaxAudit.com and TurboTax Audit Defense. You made the right choice purchasing Audit Defense!

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

## We will:

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

After printing your Membership Certificate, please verify that all of the information is correct. Corrections can be made on our website or by calling us at 877.829.9695.

More information about TaxAudit.com and TurboTax Audit Defense can be found on our website. Be sure to bookmark our address <a href="http://intuit.taxaudit.com">http://intuit.taxaudit.com</a>. Please take the time to become familiar with our website and the services we provide, and be sure to check back regularly to read our FREE monthly TaxBulletin.

Thank you,

## TaxAudit.com

From the Experts at TaxResources, Inc.



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

We understand the sense of dread that comes with every official-looking envelope from the IRS or State tax authority, but because you have an Audit Defense Membership you don't need to panic. TaxAudit.com has years of experience representing individuals and businesses and we are here to take the stressful, time-consuming chore of dealing with the IRS out of your hands.

By following the instructions below you will help us facilitate the best possible outcome of your audit or tax notice.

#### **INSTRUCTIONS:**

TaxAudit.com will assign your representative, and your representative must handle all correspondence with the IRS or State for you.

You must report your notice to TaxAudit.com at 877.829.9695 within 15 days of the date of the first notice or additional fees may apply.

If you are notified by mail DO NOT call the IRS. With the letter you received from the auditing agency in hand, immediately do one of the following:

- Report your audit online at http://intuit.taxaudit.com.
  - o Select **Immediate Help!** from the top level navigation bar.
  - o To report your audit online you will first need to create a website login.
    - 1. Click Sign Up.
    - 2. Select the Create Login button and sign up for an account.
    - 3. Select the Report an Audit.
    - 4. Once logged in, select the My Account button.
    - 5. Complete the short interview and click **Submit**.
  - o If you already have a website login:
    - 1. Select Secure Logon.
    - 2. Use your username and password to logon.
    - 3. Click Report an Audit.
    - 4. Complete the short interview and click **Submit**.
- Call TaxAudit.com Customer Service at 877.829.9695.

## If you are notified by phone or in person:

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

## The IRS or State will NEVER send tax notices or any official correspondence via email.

When you call to report your notice, a record will be created. You will be given instructions for sending us the documents we'll need in order to help you, and we'll let you know what to expect next.

Please do not send any documents before they are requests.



## **Audit Defense Membership History**

Our records show the following information for the account below.

Please review and verify that your account information is correct:

Account #: 1603807

Name: Mark Hazel Home Phone:

Address: 214 Whittier Rd Work Phone: (585) 594-5217

Rochester, NY 14624-1031 Cell Phone:

Fax:

**Email:** mthazel2151@yahoo.com

You can make corrections or updates to your address, phone numbers, or email by selecting <u>Edit Account</u> on our website at http://intuit.taxaudit.com.

The name shown above must be the same name appearing on the tax returns for the memberships listed below. To make a name change on this account, add a spouse, or list a company contact, please call our Customer Service Department at (877) 829-9695.

#### This is a list of the Audit Defense Memberships that we show for the account named above:

Tax Year	Membership Description	Spouse
Upgrade to a Premier or Deluxe membership to protect yourself from audit for all years!		
2014	Tax Audit Defense Individual Form 1040 - Federal and State	
2013	No membership on file	
2012	No membership on file	
2011	Tax Audit Defense Individual Form 1040 - Federal and State	
2010	Tax Audit Defense Individual Form 1040 - Federal and State	
2009	Tax Audit Defense Individual Form 1040 - Federal and State	
2008	No membership on file	
2007	No membership on file	
2006	No membership on file	
2005	No membership on file	

If you own other memberships that do not appear in the list above, it is possible that you may have more than one account number. Having multiple accounts will not affect your membership coverage as long as the name on the account is correct. If you would like to have your accounts consolidated to one account, please contact our Customer Service Department at (877) 829-9695.

Thank you,

TaxAudit.com

From the Experts at TaxResources, Inc.



## Membership Certificate

This Certifies that as of Thursday, February 05, 2015

Mark Hazel
214 Whittier Rd

Rochester, NY 14624-1031

is a Member of TaxAudit.com Audit Defense We face the IRS so you don't have to.

TaxResources, Inc., recognizes and hereby acknowledges that you are an official member of TaxAudit.com as of the date printed on this certificate and until the time this membership expires as agreed upon by the payment amount.

Membership Number: 201420008743342

Printed For: Mark Hazel Account Number: 1603807

Mark D.Olander, President

Jane 1. Smith, Secretary

Description of Services: 2014 Tax Audit Defense Individual Form 1040 - Federal and State

Effective as of: February 5, 2015

Membership Expires: With Statute of Limitations for audit

Confirmation of Payment: TTWQP1T33203691 on 02/05/2015 by Intuit Limitations: Self-Prepared Tax Returns using TurboTax®

Audit defense plan exclusions, limitations and member obligations are made part of this agreement at the time of issuance and are included with this certificate.

#### TURBOTAX AUDIT DEFENSE MEMBERSHIP AGREEMENT

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

#### **CLARIFICATION OF TERMS**

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

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

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

Audit Defense also includes:

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

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

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

**Period of Membership**: Period of Membership is the period commencing with the Acceptance Date and ending with the expiration of the typical Statute of Limitations period for the applicable tax return.

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

#### CONFIDENTIALITY

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

#### **MEMBER BENEFITS**

**Audit Defense** - TaxAudit.com will professionally defend a covered federal or state income tax audit or notice from the time of the first notice to its completion, subject to the Audit Defense Plan Limitations and Exclusions described below. This includes any Audit that arises during the period of membership as defined on the membership certificate. All scheduling of appointments, telephone calls and correspondence will be handled by the assigned Audit Representative. We will meet or correspond with the auditor on your behalf and will defend you through the highest level of appeals, subject to the terms herein.

#### **RESPONSIBILITIES**

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

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

- 1. **Promptly** call TaxAudit.com first at 888.701.9695! **Do not contact the IRS or State.** To ensure effective service regarding your Audit, **you must** use your assigned TaxAudit.com Audit Representative(s) as your **only** contact with the IRS or State. If you do not contact TaxAudit.com within 15 days of the date of the first notice, additional charges may apply. If you wait too long you will eliminate our ability to defend your case.
- 2. Provide your signature(s) on the required IRS or State Power of Attorney and return to the Audit Representative(s) in a timely manner. This will enable your Audit Representative(s) to communicate with the IRS or State on your behalf. This document may not be altered in any way.
- 3. Provide in a timely manner the information and documentation necessary to substantiate the various items of income and expense in question so that your Audit Representative(s) can prepare your defense.
- 4. We ask that you comply with the Audit procedure and strategy actions recommended by TaxAudit.com and any of the Audit Representative(s) working on your behalf. If you are unable to maintain this commitment, TaxAudit.com cannot be responsible for the outcome of your Audit and reserves the right to cease providing service where reasonably warranted.

#### **AUDIT DEFENSE PLAN LIMITATIONS**

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

- TaxAudit.com does not provide legal assistance, nor represent our members in Federal or State Court, including Tax Court.
- TaxAudit.com does not provide legal assistance in defending issues of civil or criminal fraud, whether actual or alleged.
- TaxAudit.com does not prepare or amend our members' Federal, State or Local income tax returns.
- TaxAudit.com will not reconcile checkbooks, organize records or do record keeping or bookkeeping for our members.
- TaxAudit.com does not provide assistance for collection notices when we did not defend the Audit. If you have a collection
  notice from the IRS or State it is not considered an Audit and is not covered by your TaxAudit.com Audit Defense Membership.

TaxAudit.com is not responsible for the extra work and costs involved if you report your Audit late or you do not cooperate by
providing the documentation in a timely manner to your representative which results in the auditing agency issuing a Notice of
Deficiency (NOD) or the state equivalent. If this occurs, TaxAudit.com will pass these costs onto the member in the form of a
late fee.

#### **AUDIT DEFENSE PLAN EXCLUSIONS**

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

Pre-existing conditions – If the date on the notice of Audit from the IRS or State is prior to the Acceptance Date of this Agreement, Audit Defense services for that audit are excluded.

**Unfiled Tax Returns** – Your Audit Defense Plan is limited to providing Audit Defense services for tax returns that have been prepared and filed. If a tax return has not been prepared and filed, TaxAudit.com will commence services on the Audit after the tax return has been prepared and filed.

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

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

**Tax protestors** - TaxAudit.com will exclude anyone protesting the taxing of income on economic, religious, legal or constitutional grounds, or other frivolous claims.

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

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

#### TERMINATIONS OF MEMBERSHIP AGREEMENT

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

This Audit Defense Plan shall also be deemed to be terminated if the appropriate fee was not paid to Intuit, Inc. or was subsequently refunded to you by either TaxAudit.com or Intuit, Inc.

GOVERNING LAW: California state law governs this Agreement without regard to its conflicts of laws provisions.

DISPUTES: ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply California law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND TAXAUDIT.COM ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

To begin an arbitration proceeding, send a letter requesting arbitration and describing your claim to TaxAudit.com, in care of President/CEO 7803 Madison Avenue, Suite A-100, Citrus Heights, CA 95610. Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at <a href="www.adr.org">www.adr.org</a> or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules, but if you are unable to pay any of them, TaxAudit.com will pay them for you. In addition, TaxAudit.com will reimburse all such fees and costs for claims totaling less than \$75,000 unless the arbitrator determines the claims are frivolous. Likewise, TaxAudit.com will not seek its attorneys' fees or costs in arbitration unless the arbitrator determines your claims or defenses are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section shall survive expiration, termination or rescission of this Agreement.

#### **HOW TO CONTACT US**

TaxAudit.com 7803 Madison Avenue, Suite A-100 Citrus Heights, CA 95610 Phone number: 888.701.9695 Fax number: 888.901.9695

E-mail address: ReportYourAudit@taxaudit.com

Website: http://intuit.taxaudit.com