



CPA GROUP OF LARAMIE, LLC

DUNNUCK · HAMILTON · ROESLER · BROOK

CERTIFIED PUBLIC ACCOUNTANTS

## **Client Portal Terms of Use Agreement**

This Client Portal Terms of Use Agreement (Agreement) is made between CPA Group of Laramie, LLC (Firm) and the registered user effective on the date the portal registration is completed with all applicable laws, as well as, the following terms and conditions:

### **Purpose**

The Firm provides a voluntary client portal, hereinafter referred to as portal, through Doc.It Suite (a secure document management platform) and is accessed through the Firm's website. This service permits easy and secure electronic transfer of documents between the Client and the Firm, as well as, ongoing Client access to certain documents created or maintained by the Firm. The Firm has sole discretion to decide which types of documents (may include confidential information) can be uploaded or viewed through the portal.

### **Acceptance of Terms of Use**

The Firm's portal is offered to you conditioned upon your acceptance of the terms, conditions and notices contained herein. By using the portal, you agree to these terms of use. The Firm may modify, suspend, discontinue or restrict the use of any portion of the Firm's portal, including the availability of any portion of the content at any time, without notice or liability.

### **User Password and Security**

Using the portal and its related services requires the use of a password and email to log-in. The confidentiality of your password and account is your responsibility. Any activities that occur under your account are your responsibility. You understand that it is your responsibility to notify us of any updates to your email address. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. It is prohibited to use anyone else's account without the express permission of that account holder.

You acknowledge that the use of an email log-in and password is an adequate form of security. You are solely responsible for: (1) authorizing, monitoring, controlling access to and maintaining strict confidentiality of your email and password, (2) not allowing another person to use your password, (3) any changes or damage that may be incurred as a result of your neglect to maintain the strict confidentiality of your password, and (4) promptly informing the Firm, in writing, of any need to deactivate an account due to security concerns or otherwise.

The Firm is not liable for any harm related to the misuse or theft of emails or passwords, disclosure of emails or passwords, or your authorization to allow another person or entity to access and use the Firm's portal using your email or password.

### **Description of Service**

The portal provides authorized clients with access to information displayed on the portal for delivery of documents and communications for their account only. The information, documents and communications on the portal are provided as a convenient resource to clients and may be

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*Members: American Institute of Certified Public Accountants and Wyoming Society of CPA's*

used for informational purposes only. The information contained in this portal should not be used as a substitute for consultation with professional accounting, tax, legal or other competent advisors.

The portal provides the ability for two-way communication between you and the Firm and serves exclusively as a secure environment to transmit documents. Documents being transmitted from the Firm to you will only remain available on the portal for 180 days, at which time they will be automatically deleted. Documents being transmitted from you to the Firm will remain available in the portal until the applicable engagement is completed, at which time they will be removed.

### **Service Availability**

The Firm will use its best efforts to provide 24 hour daily availability of the portal. However, the Firm makes no representation or warranty that 24 hour service will be available. The Client agrees and acknowledges that the portal will, at times, be unavailable due to maintenance, service upgrades or other mechanical or electronic failures. The Firm shall not be responsible for any problems or technical malfunctions of any telephone or fiber network or lines, computer online systems, servers or providers, computer equipment, software, failure of any document to be received by the Firm on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to your computer or peripherals related to downloading any materials from the portal.

### **Icons, Logos and Other Proprietary Material**

The trademarks, logos and service marks (collectively the “trademarks”) displayed on the portal are registered and common law trademarks of this firm. Nothing contained on the portal should be construed as granting, by implication, or otherwise, any license or right to use any of the trademarks displayed on the portal without the written permission of the Firm. Your use of any of the trademarks displayed on the portal or displayed on any content on the portal is strictly prohibited. You should assume that everything you see or read on the portal is copyrighted and is a trade secret and may not be used except as provided in this agreement or in the text on the portal without written permission of the Firm or its suppliers.

### **Modification of the Agreement**

The Firm maintains the right to modify this agreement and may do so by posting notice of such modifications on our Firm’s website. Any modification is made effective immediately upon posting the modification (unless otherwise stated). Your continued use of the Firm’s portal following the posting of any modification signifies your acceptance of such modification. You should visit this page periodically to review the current agreement.

### **Conduct**

You agree to access and use the Client Portal for lawful purposes ONLY. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to your use of the portal. By accessing the Client Portal, you agree that you will NOT:

1. Use the portal to commit a criminal offense or to encourage others to conduct acts that would constitute a criminal offense or give rise to civil liability;
2. Post (or transmit) any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane or otherwise objectionable content;

3. Use the portal to impersonate other parties or entities;
4. Use the portal to upload any content that contains a software virus, such as a Trojan Horse or any other computer codes, files or programs that may alter, damage or interrupt the daily function of the portal (or the hardware/software of any other person who may access the portal);
5. Upload, post, e-mail or otherwise transmit any materials that you do not have the right to transmit under any law (or under any contractual relationship);
6. Alter, damage or delete any content posted on the portal;
7. Disrupt the normal flow of communication in any way;
8. Claim a relationship with or speak for any department, division, organization, unit, etc. which you are not authorized to claim such a relationship;
9. Post or transmit any unsolicited advertising, promotional materials or other forms of solicitation;
10. Post any material that infringes (or violates) the academic/intellectual rights of others; or
11. Collect (or store) personal information about others.

### **Termination of Use**

The Firm may (in its sole discretion) suspend/terminate your access to the portal without notification including the violation of the agreement or for other conduct that the Firm deems is harmful/unlawful to others. Note: In the event of termination, you are no longer authorized to access the portal and the Firm will use whatever means necessary to enforce this termination. In the event that you terminate our services, your access to the portal and uploaded information will be removed no later than 30 days after notification. If we have not received a request from you by the un-extended due date of the prior year's income tax return to file or extend the return, we will immediately discontinue your access to the portal. After access to the portal is discontinued, all data will be deleted.

### **Content**

The Firm has the right to monitor the content that you provide. We reserve the right to delete, move and/or edit any postings that come to our attention, which we consider to be unacceptable or inappropriate whether for legal or other reasons. Note: The United States and foreign copyright laws, as well as international conventions, protect the contents of the portal. (You have agreed to abide by all copyright notices by entering the portal).

### **Indemnity**

You agree to defend, indemnify and hold harmless the Firm (and its employees) from any and all liabilities and costs incurred by indemnified parties in connection with any claim arising from any breach by you of this agreement, including reasonable attorney fees and costs. You agree to cooperate as fully as may be reasonably possible in the defense of any such claim. The Firm reserves the right to assume, at its own expense, the exclusive defense and control of any matter otherwise subject to indemnification by you. You, in turn, shall not settle any matter without the written consent of the Firm.

### **Disclaimer of Warranty**

You expressly understand and agree that your use of the portal or any material available through the portal is at your own risk. Neither the Firm nor its employees warrant that the portal in

question will be uninterrupted, problem-free, free of omissions or error-free; nor do they make any warranty as to the results that may be obtained from the use of the portal. The content and function of the portal are provided to you as is, without warranties of any kind, either express or implied, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose or use or current fitness.

**Limitation of Liability**

In no event will the Firm (or its employees) be liable for the incidental, indirect, special, punitive, exemplary or consequential damages arising out of your use of or inability to use the portal, including without limitation, loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, computer failure or malfunction or any and all other damages.

**Acceptance**

By signing below, you hereby acknowledge that you have read the Client Portal Terms of Use Agreement and that you agree to these terms of use. This agreement does not modify or affect any existing or future engagement letter or agreement between you and the Firm.

**By checking the box I certify that I have read and agree to the above Client Portal Terms of Use Agreement for both my personal and any current and future entity:**

**Taxpayer:** \_\_\_\_\_ **Spouse:** \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Entity/Entities: \_\_\_\_\_

Contact and Title: \_\_\_\_\_

Email: \_\_\_\_\_

Contact and Title: \_\_\_\_\_

Email: \_\_\_\_\_