

*Certified Public Accountants*

## Client Portal User Agreement

This Client Portal User Agreement "Agreement" is made by and between Argo and Associates, LLP (the "Firm") and you the "Client" upon the following terms and conditions:

- 1. Purpose.** Firm provides a voluntary Client Portal (secure internet site) to permit easy and secure electronic transfer of documents between Client and the Firm, as well as ongoing Client access to certain documents (may include confidential documents) created or maintained by the Firm. The Firm has the sole discretion to decide what types of documents can be uploaded or viewed on the Client Portal.
- 2. Service Availability.** Firm will use its best efforts to provide 24 hour daily availability of the Client Portal. However, Firm makes no representation or warranty that 24 hour service will be available. Client agrees and acknowledges that the Client Portal will, at times, be unavailable due to regularly scheduled maintenance, service upgrades or other mechanical or electronic failures.
- 3. Supported Browser.** Client agrees to access the Client Portal using any internet browser.
- 4. Security.** Firm will use its best efforts to make the Client Portal secure from unauthorized access. The Client Portal will require industry standard 128 bit encryption on all communications between the Client's end user device and the Client Portal server. The Client Portal server operating system and applications software will be updated and virus-scanned regularly. However, Client recognizes that no completely secure system or electronic data storage transfer has yet been devised. **Firm makes no warranty, express or implied, regarding the efficacy of the security of the Client Portal and shall never be liable for any claimed actual or consequential damages arising from any breach or alleged breach of security of the Client Portal.**

- 5. Login Accounts and Their Security.** Firm will set up individual login accounts (Client users) for those who need access to the Client Portal. **(Firm strongly recommends that Client establish a policy that login information not be shared among its employees.)** In order to maintain security, Client agrees to designate a single individual (if a business, must be owner or officer of Client) as the authorized person to contact Firm to request employee (user) logins. All logins will be transmitted by email to users. Additional user requests must be in writing by the initial designee.
- 6. Termination of Login Account.** Client agrees to notify the Firm's portal administrator via email at [admin@argocpa.com](mailto:admin@argocpa.com) immediately when an individual login account is to be terminated. Firm will make every effort to terminate access immediately. However, Client can not be assured that access has been terminated until they receive an email confirmation of termination.
- 7. Dispute Resolution.** The parties agree that any dispute between Client and Firm relating to this Agreement, or the breach of it, shall, if negotiations and other discussions fail, be first submitted to mediation in accordance with the provisions of the Commercial Mediation Rules of the American Arbitration Association ("AAA") then in effect before resorting to arbitration. The parties agree to conduct the mediation in good faith and make reasonable efforts to resolve any dispute by mediation. Failure or refusal by either party to mediate shall not in any way affect any subsequent arbitration. The parties agree to conduct the arbitration in Anderson, South Carolina, or other mutually agreed upon location.

If the dispute is not resolved by mediation, the dispute shall be subject to binding arbitration under the Dispute Resolution Rules for Professional Accountancy and Related Service Disputes of the AAA, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitration shall be heard before one or more arbitrators selected in accordance with these rules. The parties agree to conduct the arbitration in Anderson, SC, or other mutually agreed upon location. The arbitrator may only award actual damages and may not award consequential, exemplary, or punitive damages. The prevailing party in any arbitration or litigation shall be entitled to recover from the other party reasonable attorney and expert witness fees, court costs, fees, and expenses of the AAA, as the case may be, incurred in the same, in addition to any other relief that may be awarded.

Notwithstanding the provisions of the immediately preceding paragraph, neither Firm nor Client shall be compelled to arbitrate any dispute between the parties which arises out of or is related to any claim asserted against either party by a third party unless the third party (whether one or more) agrees to join the arbitration and can be compelled to join it.

- 8. Term and Termination.** This Agreement and the services contemplated by it may be terminated by either Firm or Client with or without cause and with or without notice at any time; provided, however, that the warranty disclaimer in Section 4 and the dispute resolution provision in Section 7 shall survive any termination.
- 9. No Unlawful and Prohibited Use.** You are prohibited from using the portal to damage, disable, or overburden Firm's servers or network or impair the portal or interfere with any other party's use of the portal. Hacking, password mining, or any other means to gain unauthorized access to the portal, portal accounts, computer or network is prohibited. Posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law is also prohibited. Firm will fully cooperate with any law enforcement authorities or court order requesting or directing Firm to disclose the identity of any one posting any such information and materials.
- 10. Miscellaneous.** This is the entire agreement between Firm and Client regarding its subject matter. This Agreement does not modify or affect any existing or future engagement letter or agreement between the Firm and Client. This Agreement is made and entered into in the State of South Carolina and is to be construed under the laws of the State of South Carolina as they may from time to time exist.

I (We) accept the above agreement:

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Client Signature

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Date