

# **Client Portal Agreement**

This Client Portal Agreement (the “Agreement”) is made by and between **Folsom Lake Accounting** (the “Firm”) and the Firm’s client (the “Client,” “you,” or “your”). This Agreement governs your access to and use of the Firm’s secure client portal, currently provided through **TaxDome** (the “Client Portal”).

## **1. Purpose**

The Firm provides access to the Client Portal to facilitate the secure electronic transfer of documents and information between you and the Firm and to provide you with access to certain documents and work product delivered through the Client Portal. The Client Portal is intended for convenience and secure delivery. The Client Portal is not intended to serve as your permanent record storage system.

## **2. Acceptance and Use**

By using the Client Portal, you agree to be bound by this Agreement. Your continued use of the Client Portal after any changes to this Agreement are posted or communicated constitutes your acceptance of those changes. The Firm may modify, suspend, discontinue, or restrict the use of any portion of the Client Portal at any time.

## **3. Service Availability**

The Firm will use reasonable efforts to maintain availability of the Client Portal; however, the Firm is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to the Client Portal. The Firm is not responsible for Internet, service provider, email delivery, device, or software issues that may prevent access or receipt of documents.

## **4. Security**

The Client Portal uses password-protected access and security measures intended to protect your information. However, you acknowledge that no electronic transmission or storage system is guaranteed to be completely secure. You agree to use reasonable precautions to protect your credentials and devices, including using a strong password, keeping your password confidential, and logging out of the Client Portal when access is complete.

## **5. Logon Accounts and Account Responsibility**

If applicable, the Firm may set up user access for individuals authorized by you. You are solely responsible for authorizing, monitoring, and controlling access to your Client Portal account(s), including ensuring that only authorized individuals have access. You are responsible for maintaining the confidentiality of your username(s) and password(s) and for promptly notifying the Firm of any suspected unauthorized access.

## **6. Termination of User Access**

If you need an individual’s access to the Client Portal terminated (for example, due to employee separation or a security concern), you must notify the Firm in writing by email at **admin@folsomlakeaccounting.com**. The Firm will make reasonable efforts to confirm and terminate

access within **three (3) business days** of receiving your written request. You understand that access cannot be confirmed as terminated until you receive an email confirmation from the Firm.

## **7. Links to Third-Party Sites**

The Client Portal may contain links to third-party websites or resources. These third-party sites are not under the Firm's control and the Firm is not responsible for the content, accuracy, availability, or security of any linked sites.

## **8. Prohibited Use**

You agree not to use the Client Portal for any unlawful purpose or in any manner that could damage, disable, overburden, or impair the Client Portal or interfere with any other party's use of the Client Portal. You agree not to attempt to gain unauthorized access to any portion of the Client Portal or to any information not intentionally made available to you.

## **9. Information Disclosure**

The Firm may disclose information as necessary to comply with applicable laws, regulations, legal process, or governmental requests, or as otherwise permitted or required under the Firm's applicable professional and legal obligations.

## **10. Client Responsibilities for Records and Retention**

You are responsible for maintaining your own copies of all documents and information provided to you or uploaded by you through the Client Portal. You agree to download and retain any documents delivered to you via the Client Portal for your own records. The Firm does not guarantee the Client Portal will serve as long-term storage.

**Availability of documents:** Documents and work products delivered through the Client Portal will generally remain available while the client relationship is active. The Firm may remove documents from the Client Portal after the client relationship ends or if the Firm determines removal is appropriate in its discretion.

## **11. Dispute Resolution (Mediation)**

The parties agree that any dispute relating to this Agreement will first be submitted to mediation administered by the **American Arbitration Association (AAA)**, to the extent mediation is available and appropriate under AAA procedures. Each party will bear its own costs and attorneys' fees, and the mediation costs and fees charged by the mediator/AAA will be shared equally, unless otherwise required by law.

## **12. Arbitration and Governing Law**

If the dispute is not resolved through mediation, the dispute may be resolved by binding arbitration administered by the **American Arbitration Association (AAA)** under its applicable rules. **Under all circumstances, the arbitrator must follow the laws of the State of California.**

This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-law principles.

### **13. Disclaimer of Warranties; Limitation of Liability**

THE FIRM MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SECURITY, AVAILABILITY, OR PERFORMANCE OF THE CLIENT PORTAL. THE CLIENT PORTAL IS PROVIDED ON AN “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FIRM DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FIRM WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR USE OF THE CLIENT PORTAL.

### **14. Term and Termination**

This Agreement remains in effect while you are authorized to use the Client Portal. The Firm may terminate or restrict access to the Client Portal at any time, with or without cause and with or without notice.

### **15. Entire Agreement**

This Agreement is the entire agreement between the Firm and Client regarding the Client Portal and supersedes any prior discussions or agreements on this specific subject. This Agreement does not modify, replace, or amend any engagement letter or other agreement between the Firm and Client for professional services.