



Client Portal Terms and Conditions of Use

McKonly & Asbury, LLP
Financial Outsourcing Solutions (FOS)

PLEASE READ THESE TERMS AND CONDITIONS OF USE VERY CAREFULLY. THIS IS A LEGAL CONTRACT.

Acceptance of Terms of Use

The McKonly & Asbury, LLP (“M&A”) Client Portal (the “portal”) is offered to you conditioned on your acceptance of the terms, conditions and notices contained herein. By using the portal you agree to these terms and conditions. If you are not a client of M&A or an authorized employee of a client of M&A, any use by you of the portal is prohibited.

Description of Service

The portal provides clients of M&A and authorized employees of clients of M&A with access to information displayed on the portal for inquiries and deliveries of documents and communications for their account only. The information, documents and communications on the portal are provided as a convenient resource to M&A clients and may be used for informational purposes only for their account.

User Password and Security

Using the portal and its related services require the use of a password and a user name. The confidentiality of your password and account is your responsibility. Any activities that occur under your account are your responsibility. You agree to notify M&A 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.

Accuracy of Content and Liability Disclaimer

M&A will strive to use reasonable efforts to include accurate and updated information on the portal; however, you understand and agree that M&A is under no obligation to do so and neither M&A nor its suppliers make any representation or warranty about the suitability, reliability, availability, timeliness, and accuracy of the information, software, documents and communications contained on the portal for any purpose. To the maximum extent permitted by applicable law, all such information, software, documents and communications are provided “as is” without warranty or condition of any kind. M&A, and its suppliers, hereby disclaim all warranties and conditions with regard to such information, software, documents and communications, including without limitation, all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall M&A, or its suppliers, be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages whatsoever, including without limitation, damages for loss of use, data or profits, arising out of or in any way connected with your use or the performance of the portal, with the delay or inability to use the portal or related services, whether based in contract, tort, negligence, strict liability or otherwise, even if any of M&A or its suppliers has been advised of the possibility of damages. Certain states do not permit types of these limitations, so the above limitations may not apply to you.

If you are dissatisfied with any portion of the portal, information, documents or communications on the portal, or with any of these terms and conditions of use, your sole and exclusive remedy is to cease using the portal and the information, documents or communications you obtained 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 either M&A or CCH, a Wolters Kluwer business and supplier of M&A. 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 either M&A or CCH. 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 these terms and conditions of use or in the text on the portal without the written permission of M&A or its suppliers.

Changes to Terms and Conditions of Use

M&A may at any time modify the terms, conditions and notices under which the portal is offered by updating this posting. You are bound by any such modifications and should therefore periodically visit this page to review the then-current terms and conditions to which you are bound.

Confidentiality, Information Protection, and Protection of Data

Notwithstanding any existing legal or contractual obligations regarding confidentiality between you and M&A, you undertake to treat all knowledge relating to business secrets, which come into your possession, as confidential. You shall assure that any protected data, which comes into your possession through the use of the portal, is not transmitted to any unauthorized person. In partial consideration of the opportunity to access the resources of the portal concerning your account, you agree to maintain the strict confidentiality of access of the portal and its data to you and your authorized employees and to indemnify and hold harmless M&A and its officers, shareholders and employees and their heirs, successors and assigns from and against any and all claims, actions, demands, losses, damages, judgments, costs and expenses, including without limitation, reasonable attorneys’ fees, and liabilities of every kind which may arise from your or your employees’ use of the portal or because of a violation of these terms and conditions of use.

No Unlawful or Prohibited Use

You are prohibited from using the portal to damage, disable, or overburden M&A 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, computers 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. M&A will fully cooperate with any law enforcement authorities or court order requesting or directing M&A to disclose the identity of anyone posting any such information or materials. M&A is an equal opportunity employer and values the diversity of its people.

IRS CIRCULAR 230 DISCLOSURE

To ensure compliance with requirements imposed on June 20, 2005 by the United States Treasury, we inform you that any tax advice contained in communication (including any attachments) using the portal was not intended or written to be used, and cannot be used, for the purpose of 1) avoiding tax-related penalties or 2) promoting, marketing or recommending to another party any tax-related matters addressed in this communication.



M&A Client Portal Request Form

** Indicates a required field*

Client Name: _____ *

Additional Client Names (if needed): _____ *

Additional Client Names (if needed): _____ *

Additional Client Names (if needed): _____ *

Additional Client Names (if needed): _____ *

Client Contact Name: _____ *

Client Contact Signature: _____ *

Client Contact Company: _____ *

Client Contact E-mail Address: _____ *
(must be a valid e-mail address)

Phone Number: _____ * Extension: _____ *

Your client portal login ID will be your email address.

A welcome email with login instructions will be emailed shortly after processing.

By sending in this form to McKonly & Asbury, LLP, you are hereby acknowledging that you have read the Client Portal Terms and Conditions portion of this document and are agreeing to these terms. Please print and keep a copy of the terms and conditions for your records.