

Client Portal Agreement

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE AGREEING TO THIS.

Acceptance of Terms of Use

The Andrews Hooper & Pavlik P.L.C. (AHP) client 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 and conditions.

Description of Service

The AHP client portal provides authorized clients with access to information displayed on the portal for inquiries and deliveries of documents and communications related to the performance of AHP professional services for their account only. The information, documents, and communications on the portal are provided as a convenient resource to clients and may be used for informational purposes only. The information contained on this site should NOT be used as a substitute for consultation with professional accounting, tax, legal, or other competent advisors.

Availability

You acknowledge and agree that AHP may in its sole discretion cease offering the portal at any time and may impose restrictions on use of the portal, without notice or liability. AHP cannot and does not guarantee that you will be able to access or use all or any of the portal features at all times, and cannot and does not guarantee, represent or warrant that access to or use of the portal will be uninterrupted or error-free, or that the portal or server on which it is housed is free from viruses or other harmful components.

User Password and Security

Using the portal and its related services requires 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 us immediately of any unauthorized use of your account or any other breach of security. It is prohibited to use another account without the express permission of that account holder. AHP will use its best efforts to secure the portal against unauthorized access. However, you acknowledge and understand that a fail safe security system does not exist.

Accuracy of Content and Liability Disclaimer

AHP will strive to use reasonable efforts to include accurate and updated information on the portal; however, you understand and agree that AHP is under no obligation to do so and neither AHP nor its suppliers make any representation or warranty, express or implied, about the security, sustainability, reliability, availability, timeliness, and accuracy of the portal or information, software, documents, and communications contained on the portal for any purpose. To the maximum extent permitted by applicable law, the portal and all such information, software, documents, and communications are provided “as is” without warranty or condition of any kind. AHP, and its suppliers, hereby disclaim all warranties and conditions with regard to the portal and 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 AHP, 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, or the portal's contents or security whether based in contract, tort, negligence, strict liability, or otherwise, even if AHP or its suppliers has been advised of the possibility of damages. Certain states do not permit these types of limitations, so the above limitations may not apply to you.

Given the changing nature of federal and state laws and the inherent hazards of electronic communication, there may be delays, omissions, or inaccuracies in information contained in this site. As such, no information on this or related sites should be used as a substitute for consultation with professional accounting, tax, legal, or other competent advisors.

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 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 this 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 these terms and conditions of use or in the text on the portal without the written permission of this firm or its suppliers.

Changes to Terms and Conditions of Use

AHP reserves the right to modify the terms, conditions, and notices under which the portal is offered, without notice.

Confidentiality, Information Protection, and Protection of Data

Notwithstanding any existing legal or contractual obligations regarding confidentiality between you and AHP, 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. You shall notify AHP of any documents or communications that require password protection if all individuals with access to your portal should not have access to such information. 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 AHP 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 that may arise from your or your employees' use of the portal or because of

violation of these terms and conditions of use. You shall notify AHP of any users whose access should be eliminated and at such time you shall change the password.

No Unlawful or Prohibited Use

You are prohibited from using the portal for any purpose that is unlawful or prohibited by these terms, conditions or notices. Further, you are prohibited from using the portal to damage, disable, or overburden AHP'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, 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. AHP will fully cooperate with any law enforcement authorities or court order requesting or directing this firm to disclose the identity of anyone posting any such information and materials. This firm is an equal opportunity employer and values the diversity of its people.

Miscellaneous

This is the entire agreement between you and AHP regarding the subject matter hereof. If any provision or part thereof of any of these terms and conditions is held to be illegal, invalid or unenforceable, the remaining provisions and portions thereof shall not be affected and the terms and conditions will be deemed amended to the extent necessary to make it legal, valid and enforceable. These terms and conditions are made and entered into in the State of Michigan and are to be governed by and construed in accordance with the laws of the State of Michigan, notwithstanding conflict of laws provisions.

IRS Circular 230 Disclosure

As required by IRS rules, AHP informs you that any tax advice contained in communication (including any attachments) using the portals was not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties or promoting, marketing or recommending to another party any tax related matters addressed in this communication.

Acceptance

By using the portal you hereby acknowledge that you have read the Terms and Conditions portion of this document and that you agree to these terms and conditions.