

**Pfuhl & Knight**  
**Accountancy Corporation**  
www.pfuhlandknight.com  
**12975 Brookprinter Place, Suite 120**  
**Poway, CA 92064**  
**Office 619-442-5589 Fax 619-442-1081**

Client Portal Agreement

This Client Portal Agreement (“Agreement”) is made by and between Pfuhl & Knight Accountancy Corporation (the “Firm”) and you (“Client” or “You”) effective on the date you acknowledge the following Terms and Conditions:

**Purpose and Use:** The Firm will provide a Client Portal to permit easy and secure electronic transfer of documents between Client and the Firm and Client access to certain documents created or maintained by the Firm. The Client Portal web-based applications are exclusively provided to the Firm’s clients and intended for their sole use. The Firm may modify, suspend, discontinue, or restrict the use of any portion of the Firm’s Client Portal, including the availability of any portion of the content at any time, without notice or liability.

**Service Availability:** The Firm will use its best reasonable efforts to provide continuous availability of the Client Portal Service. However, the Firm makes no representation or warranty that service will be available without interruption. 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.

**Security:** The client portal and application software will be updated and virus-scanned regularly. However, Client recognizes that no completely secure system for electronic data transfer has yet been devised. THE FIRM MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EFFICACY OF THE SECURITY OF THE CLIENT PORTAL AND SHALL NOT BE LIABLE FOR ANY CLAIMED ACTUAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OR ALLEGED BREACH OF SECURITY OF THE CLIENT PORTAL.

**Logon Accounts and Their Security:** The Firm will establish a single logon account for the client and authorized employees who require access to the client portal (The Firm strongly recommends that client establishes a policy on how logon information is to be shared among its employees). In order to maintain security, client agrees to designate a single individual as the authorized person to contact the Firm to request employee logons. All logon passwords will be transmitted to the designee by email. Additional subscriber requests must be submitted in writing by the initial designee.

**Termination of Logon Account:** Client agrees to notify the Firm via email at [pandkstaff@gmail.com](mailto:pandkstaff@gmail.com) or in writing to PO Box 1629, Poway, CA 92074, when an individual logon account is to be terminated. The Firm will make every effort to confirm and terminate access within 3 business days. However, Client cannot be assured that access has been terminated until you receive an email or written confirmation of termination.

**Term and Termination:** This Agreement and the services contemplated by it may be terminated by either the Firm or Client with or without cause and with or without notice at any time. The Firm may at any time terminate in whole or in part the Firm’s Client Portal without notice or liability.

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**No Unlawful or Prohibited Use:** As a condition of your use of the Client Portal website, you warrant to the Firm that you or your approved users will not use the Firm's Client Portal website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Firm's Client Portal website in any manner that could damage, disable, overburden, or impair the Firm's website or interfere with any other party's use of the Client Portal website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Client Portal website.

**Information Disclosure:** The Firm reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in the Firm's sole discretion.

**WARRANTIES:** THE FIRM MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EFFICACY OF THE SECURITY OF THE CLIENT PORTAL. THE CONTENT AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND THE FIRM SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY, OR WARRANTIES AGAINST INFRINGEMENT. THE FIRM, ITS AFFILIATES, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, RESULTING FROM OR CAUSED BY THE PORTAL, ITS CONTENT, OR SECURITY SERVICES PROVIDED HEREIN. THE FIRM DOES NOT WARRANT THAT THE CLIENT PORTAL'S FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE FIRM'S CLIENT PORTAL OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. 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.

**Miscellaneous:** This is the entire agreement between the 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. The Firm may, in its discretion, alter, add to, or delete the Terms and Conditions from time to time without any prior notice. Unless otherwise specified by the Firm, all alterations, additions, and deletions shall take effect automatically and be binding on and from the day they are posted on the Portal.

By signing this agreement, you hereby execute this Client Portal Agreement.

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized email address for login account: \_\_\_\_\_