

Client Portal User Agreement

This Client Portal User Agreement "Agreement" is made by and between Nelson CPAs, LLC. (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. 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.

4. 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.

5. Termination of Login Account. Client agrees to notify the Firm's portal administrator via email at portal@NelsonCPAsMN.com immediately when an individual login account is to be terminated. Firm will make every effort to terminate access immediately. However, Client cannot be assured that access has been terminated until they receive an email confirmation of termination.

6. 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.

7. 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.

8. 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 Minnesota and is to be construed under the laws of the State of Minnesota as they may from time to time exist.