

STEGMAN & COMPANY
CLIENT PORTAL TERMS & CONDITIONS

1. Purpose

Stegman & Company (the “Firm”) provides 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.

2. Use

By using any feature of the Firm’s Client Portal, Client consents to the following terms and conditions and acknowledge that the Firm is relying on your consent in allowing you to use the Firm’s Client Portal. Your continued use of the Firm’s Client Portal after the posting of any amended terms and conditions shall constitute your agreement to be bound by any such changes. 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.

3. Service Availability

The Firm will use its best reasonable efforts to provide 24-hour daily availability of the Client Portal Service. However, the Firm makes no representation or warranty that 24-hour service will be available. The Firm shall not be 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 any problems or technical malfunctions of any telephone or fiber network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail to be received by the Firm on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to the Client’s computer or peripherals related to downloading any materials in from the Client Portal.

4. Security

Client Portal utilizes 128-bit, Secure Socket Layer (SSL) encryption with password protected access. Documents are encrypted before being passed over the internet and while being stored on the Portal. A username and password are required to access files. In addition, documents added to Portal are scanned for viruses before being uploaded. All files are maintained behind firewalls to protect against outside intruders. The Firm will use its best efforts to make the Client Portal secure from unauthorized access. However, Client recognizes that no completely secure system for electronic data transfer has yet been devised.

5. Logon Accounts and Their Security

- a. The Firm will set up individual logon accounts for those of Client’s employees who need access to the Client Portal. Each account will have access only to those document areas requested by Client. (The Firm strongly recommends that Client establish a policy that logon information not be shared with others). All initial logon passwords will be transmitted to the Client’s employees by email, which will then be changed by the Client’s employees.
- b. You acknowledge that the use of username and password is an adequate form of security. You are solely responsible for (1) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of your username and password, (2) not allowing another person to use your username or

password, (3) any charges or damages that may be incurred as a result of your neglect to maintain the strict confidentiality of your username and password, and (4) promptly informing the Firm in writing of any need to deactivate a username due to security concerns or otherwise. The Firm is not liable for any harm related to the misuse or theft of usernames or passwords, disclosure of usernames or passwords, or your authorization to allow another person or entity to access and use the Firm's Client Portal using your username or password. You shall immediately notify the Firm of any unauthorized use of your username or password and any breach of confidentiality. Until the Firm receives this notification from you, you will be held liable for any harm ensuing from the use of your username on the Firm's Client Portal.

6. Termination of Logon Account

Client agrees to notify the Firm's IT department via e-mail at Portal@stegman.com in writing when an individual logon account is to be terminated. The Firm will make every effort to confirm and terminate access as soon as possible. However, Client cannot be assured that access has been terminated until Portal@stegman.com receives an e-mail confirmation of termination.

7. Links To Third Party Sites

The Client Portal Website may contain links to other Websites ("Linked Sites"). The Linked Sites are not under the control of the Firm and the Firm is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Firm is not responsible for webcasting or any other form of transmission received from any Linked Site. The Firm is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Firm of the site or any association with its operators.

8. 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 which could damage, disable, overburden, or impair the Firm's website or interfere with any other party's use and enjoyment 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.

9. Firm Rights

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.

10. Client's Responsibility

You must at your own cost: (a) provide for your own access to the internet and pay any service fees, telephone charges and online service usage associated with such access, and (b) provide all equipment necessary for you to make such connection to the Client Portal, including a computer and modem.

11. 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, 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, SECURITY OR ANY 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 IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

12. 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.

13. 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 emailed to you.