

PROVISION OF CLIENT PORTAL SERVICE

The purpose of this schedule and the Standard Terms of Business is to set out the basis on which we are to provide access to a secure client portal via the Cloud, provided by Wolters Kluwer , and to clarify our respective responsibilities in respect of that service.

1 Your responsibilities

- 1.1 You control which documents are uploaded to the portal and for removing them when they are no longer needed.
- 1.2 If you need to send/process personal data, you will provide us with appropriate contractual assurances that you have secured consents to do so.
- 1.3 You will be obliged to keep all passwords and login details secure and not to share with others.
- 1.4 You undertake to use the system for acceptable use, which includes:
 - not to transmit any viruses, Trojans, keyloggers or other harmful code;
 - not to transmit any unlawful information or content;
 - not to allow access to the service to any third party; and
 - not to use the software to provide services to other parties.
- 1.5 You are responsible for:
 - ensuring that your network and systems meet any necessary performance requirements;
 - maintaining your network and telecommunication links; and
 - compliance with applicable Cloud Supplier terms, if applicable.
- 1.6 If one of your staff who has access to the portal leaves, you are responsible for asking the firm to remove their user id and password.
- 1.7 If you determine to cease using the services of the firm, you will inform the firm immediately.

2 Our responsibilities as accountants

- 2.1 We will provide a free voluntary client portal service to allow the secure exchange of documents between the firm and its client, as well as ongoing client access to certain documents (which may include confidential documents) created or maintained by the firm.
- 2.2 We undertake to use all reasonable endeavours to obtain from the Cloud Supplier a signed confidentiality agreement with the firm to ensure compliance with the relevant clauses in the firm's standard terms of business concerning our fees, confidentiality, internet communication, all relevant data protection law and general limitation of liability.
- 2.3 We will keep all passwords and login details secure, and only disclose to staff that require access.
- 2.4 The firm cannot be held liable for any failures to deliver services due to transmission errors or unavailability of telecoms networks, or due to the failure or unavailability of any Cloud Supplier infrastructure. We are also not liable for any loss of or corruption to your data or if the service is interrupted due to your breach of Cloud Supplier terms. However, we will liaise with them to help ensure that normal service is resumed as soon as possible.
- 2.5 On receiving notification of the decision to cease using our services, we will immediately cancel all user access to your portal and discuss with you the way ahead.
- 2.6 The firm reserves the right to modify these terms and conditions under which the portal is offered, and will provide you with due notice before implementation.