

# Nardella & Taylor, LLP

## Client Access Website Account End User License Agreement

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THIS IS A LEGAL CONTRACT.

**IMPORTANT — READ CAREFULLY:** Welcome to the Nardella & Taylor, LLP (“N&T”, “us” or “we”) Client Access Website (the “Website”) provided by Citrix Sharefile Inc. By using the Website, the user (“You”) agree(s) to be bound by the terms and conditions contained in this agreement (the “Agreement”) and the terms and conditions of N&T’s privacy policy included herein. The privacy policy explains how N&T treats your personal information, and protects your privacy, when you use the Website. N&T may change the terms of this Agreement and/or the privacy policy from time to time without notice to you, and will post any update or amendment to this Agreement or the policy to <http://nardellataylor.com/client-access/>. You are responsible for complying with the most current version of the Agreement or policy in effect at all times. If you do not agree to be bound by these terms and conditions or privacy notice policies, you may not use the Website.

### Modifications

You agree that we may modify this Agreement or any policy or other terms referenced in this Agreement at any time and at our sole discretion. By using the Website, you agree to be bound by any such modifications and should therefore periodically visit this page to determine the then current terms and conditions of use to which you are bound. You will note that at the bottom of this Agreement, the date of last modification is indicated. You are encouraged to check the revision date with each use to ensure you are comfortable with the latest revisions. If you are dissatisfied with the Website, its content or this Agreement as it may be revised, you agree that your sole and exclusive remedy is to discontinue using the Website. Notwithstanding the foregoing, you are encouraged to promptly raise any concerns or objections to any update or amendment by email to [ClientAccess@Nardellataylor.com](mailto:ClientAccess@Nardellataylor.com) or in writing to:

Nardella & Taylor, LLP  
24 Hartwell Ave.  
Lexington, MA 02420

N&T has no obligation to alter or amend this Agreement or its policies based upon any objection.

### Termination

You agree that N&T may terminate this Agreement, for any reason at its sole discretion, at any time, without notice, and that N&T reserves the right to change, suspend, or discontinue all or any aspects of the Website, for any reason at its sole discretion, at any time, without notice. N&T shall not be responsible for maintaining or returning your submitted or stored information.

### Description of Service

The Website provides Nardella & Taylor, LLP’s clients with access to information displayed on the Website for inquiries and delivery of documents and communications for their account only. The information, documents and communications on the Website are provided as a convenient resource to clients and may be used for informational purposes only for their account.

### User Restrictions

You agree that:

- You will not tamper with or otherwise interfere or attempt to interfere in any manner with the functionality or proper working of the Website.
- You will not make illegal use of the Website or use it for purposes which are illegal.

- You will not interfere with anyone else who is a user of the Website in their use of the Website.
- You will follow U.S. and international laws regarding transmitting data and you will not attempt to gain access to N&T's computer system or any other computer systems.
- You will not remove, obscure, or alter any notice of any logo, trademark, or other intellectual property or proprietary right designation appearing on or contained within the Website.
- You will not access (or attempt to access) any product or services offered via the Website by any means other than the interface that is provided by N&T.
- You will not upload, post, transmit, or store any material that:
  - is unlawful, offensive, defamatory, fraudulent, deceptive, misleading, harmful, threatening, harassing, obscene, or objectionable;
  - breaches any of your contractual or confidentiality obligations;
  - disrupts or interferes with the normal operations of the Site, such as posting or transmitting viruses, continuous posting of repetitive materials, or posting and/or uploading abnormally large files or other data; or
  - is an advertisement or other solicitation, including, but not limited to, any unauthorized advertising materials, unsolicited promotional materials, "junk mail," "spam mail," "chain letters," "pyramid schemes," franchises, distributorships, club memberships, sales arrangements, or similar materials;
- You will not violate other's privacy rights or personal rights by abusing the materials uploaded to the Website, including, but not limited to, harassing or "stalking" another person, sending unsolicited e-mails, or collecting other's personal information;
- You will not breach or attempt to breach any security measures of the Website;
- You will not access or attempt to access any account or login of any other user or third party listed on the Website;
- You will not post or submit any inaccurate, false, or incomplete information;
- You will not impersonate any person or entity;
- You will not forge any header information in any electronic posting or mail;
- You will not misrepresent yourself, your affiliation with any third party, or your entity;

### **Passwords**

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Website. Accordingly, you agree that you are solely responsible to N&T for all activities that occur under your account. It is prohibited to use anyone else's account without the express permission of that account holder. If you become aware of any unauthorized use of your password on the Website or your account, you agree to notify N&T immediately at ClientAccess@Nardellataylor.com.

### **Citrix Systems, Inc. End User License Agreement**

You are hereby notified that in connection with providing access to you to the Website and services related thereto, N&T has entered into a License Agreement with Citrix Systems, Inc., ("Citrix"), a copy of which is located here: [https://www.citrix.com/content/dam/citrix/en\\_us/documents/buy/enterprise-software-eula.pdf](https://www.citrix.com/content/dam/citrix/en_us/documents/buy/enterprise-software-eula.pdf) ("Citrix EULA"). You hereby agree that you shall thoroughly and completely review the terms of the Citrix EULA, and that you shall use commercially reasonable efforts to ensure that your use of the Website will not cause or result in any violation by N&T as "Customer" under the terms of the Citrix EULA.

### **Monitoring**

We reserve the right to log, review, and otherwise examine any information stored in or transmitted using the Website, our networks or systems.

## **Downtime and Service Suspensions**

Your access to and use of the Website may be suspended for the duration of any anticipated, unanticipated, scheduled or unscheduled downtime, maintenance, system updates, malfunction, or other unavailability of any portion or all of the Website for any reason, including as a result of power outages, system failures or other interruptions.

We may also, without any liability to you, suspend access to any portion or all of the Website at any time, on a system-wide basis: (a) for scheduled downtime to permit us to conduct maintenance or make modifications to any file or account as a whole; (b) in the event of a denial of service attack or other attack on the website or other event that we determine, in our sole discretion, may create a risk to the applicable account, to you or to any of our other customers if the service were not suspended; or (c) in the event that we determine that any service is prohibited by law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons.

## **Rights to Use of Client Access Website**

N&T grants you a personal, non-assignable and non-exclusive license to use the Website as part of the services being provided to you by N&T. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Website and services, in the manner permitted by these terms and conditions. You may not, and you may not permit anyone else to, copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Website or any part thereof. Except as expressly provided herein, unless N&T has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Website, grant a security interest in or over your rights to use the Website, or otherwise transfer any part of your rights to use the Website. Notwithstanding the foregoing, you may be granted limited administrative rights to provide access to the Website in your reasonable discretion to those parties who would reasonably need to access information located on the Website, or who could upload information and documents (such as tax documents and other financial papers) onto the Website for you and us to access, that would assist you in utilizing the services provided by the Website in the ordinary course.

## **Intellectual Property**

The content on the Website including without limitation, the text, software, scripts, graphics, photos, sounds, videos, interactive features and the like (“Content”) and the trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to N&T, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. N&T reserves all rights not expressly granted in and to the Website and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein.

## **Copyright and Trademark policies**

It is N&T’s policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, without limitation, in the United States, the Digital Millennium Copyright Act) and to terminating the accounts of repeat infringers.

## **Other Content**

The Website may include hyperlinks to other web sites or content or resources that are not owned or controlled by N&T. N&T has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or resources which are provided by companies or persons other than N&T. You acknowledge and agree that

N&T is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products, or other Content on or available from such web sites or resources. You acknowledge and agree that N&T is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products, or other Content on, or available from, such web sites or resources. We encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

#### **Disclaimer**

YOU ACKNOWLEDGE AND ACCEPT THAT: (I) YOU ASSUME ALL RISKS RELATED TO OR RESULTING FROM YOUR USAGE, VIEWING, OR ACCESS OF THE WEBSITE AND ITS CONTENT. THE WEBSITE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. (II) WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE. (III) WE EXPRESSLY DISCLAIM ALL WARRANTIES (A) THAT THE WEBSITE AND ITS CONTENT WILL BE ERROR-FREE OR VIRUS-FREE; (B) THAT THE WEBSITE WILL BE UNINTERRUPTED AND SECURE; (C) THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS; AND (D) REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, VALIDITY, TIMELINESS OR TRUTHFULNESS OF ANY SUBMITTED INFORMATION. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED IS DONE SO AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT .

#### **Liability and Limitations of Liability**

YOU UNDERSTAND AND AGREE THAT THE WEBSITE AND ITS CONTENT ARE NOT A SUBSTITUTE FOR PROFESSIONAL ADVICE. YOU UNDERSTAND AND AGREE THAT SOME LAWS, REGULATIONS, GUIDELINES AND OTHER MATTERS ADDRESSED IN THE WEBSITE AND ITS CONTENT ARE SUBJECT TO INTERPRETATION AND THAT YOU SHALL BE SOLELY RESPONSIBLE FOR, AND WAIVE ANY CLAIM AGAINST US, OFFICERS, AGENTS, AND EMPLOYEES FOR ANY LOSS, DAMAGE AND EXPENSE OR CLAIM THEREOF RESULTING FROM YOUR USE OF THE WEBSITE AND ITS CONTENT. YOU AGREE THAT THE AVAILABILITY OF THE WEBSITE AND ITS CONTENT SHALL NOT BE CONSTRUED AS THE RENDERING OF ANY TAX, LEGAL, ATTEST, ACCOUNTING, AUDITING OR OTHER PROFESSIONAL, SERVICES OR ADVICE.

YOU AGREE TO ASSUME ALL RISKS ASSOCIATED WITH, ARISING OUT OF, OR RESULTING FROM YOUR USE OF THE WEBSITE, THE CONTENT, OR ANY SUBMITTED INFORMATION, INCLUDING, BUT NOT LIMITED TO, THE RISKS OF FINANCIAL LOSS, PHYSICAL HARM, PROPERTY DAMAGES, DEALING WITH OTHER USERS OF THE WEBSITE, STRANGERS, MINORS, OR FOREIGN NATIONALS, AND PERSONS ACTING UNDER FALSE PRETENSE. YOU FURTHER AGREE TO RELEASE US, OUR OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ALL CLAIMS, DEMANDS, DAMAGES (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, REVENUE, DATA, OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, OR BREACH OR FAILURE OF WARRANTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OF ANY KIND OR NATURE, KNOWN OR UNKNOWN, ASSOCIATED WITH, ARISING OUT OF, OR RESULTING FROM YOUR USAGE OF THE WEBSITE, THE CONTENT, ANY SUBMITTED INFORMATION, AND ANY TRANSACTIONS RELATED TO OR RESULTING FROM YOUR USE OF THE WEBSITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU AGREE AND ACKNOWLEDGE THAT OUR AGGREGATE LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED U.S. \$10.

## **Indemnity**

You agree to indemnify, defend, and hold us, our officers, directors, agents, or employees, harmless from any claims or demands of any third party, obligations, losses, liabilities, cost or debt and expenses, including, but not limited to, attorneys' fees and legal fees, resulting from or arising out of your use of the Website, your use of the Content, your submitted information, or your violation of any terms and conditions of this Agreement.

## **Notices**

All notices by N&T to you shall be emailed to the email address listed on the Website account.

All notices by you to us shall be by email to ClientAccess@Nardellataylor.com or in writing to:

Client Access Website  
Nardella & Taylor, LLP  
24 Hartwell Ave.  
Lexington, MA 02420

## **Entire Agreement**

This Agreement constitutes the entire agreement between you and N&T regarding the subject matter hereof and supersedes any and all prior or contemporaneous representation, understanding, agreement, or communication between you and N&T, whether written or oral, regarding such subject matter.

## **Severability**

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement, and the rest of the Agreement shall remain in full force and effect.

## **Waivers**

The failure by us to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision nor in any way affect our right to enforce such provision thereafter. All waivers by us must be in writing to be effective.

## **Successors and Assigns**

This Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

## **Assignment**

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Nardella & Taylor, LLP without restriction.

## **Relationship**

Nothing in this Agreement is intended to or does create any type of joint venture, creditor-debtor, escrow, partnership or any employer/employee or fiduciary or franchise relationship between you and us (or any of our Employees).

## **Governing Law**

This Agreement shall be construed and enforced according to the laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed wholly within the Commonwealth of Massachusetts. You agree to submit to

the exclusive jurisdiction of the courts located within the Commonwealth of Massachusetts, Middlesex County, to resolve any legal matter arising from these terms and conditions. Notwithstanding this, you agree that Nardella & Taylor, LLP shall still be entitled to apply for any necessary injunctive remedies in any jurisdiction.

## **Privacy Policy**

Your privacy is important to us, and maintaining your trust and confidence is one of our highest priorities. CPAs have been and continue to be bound by professional standards of conduct. Therefore, we have always protected your right to privacy. We respect your right to keep your personal information confidential and understand your desire to avoid unwanted solicitations. We hope that by taking a few moments to read our Privacy Policy, you will have a better understanding of what we do with the information you provide us and how we keep it private and secure.

### **Types of Information We Collect:**

We collect certain personal information about you, but only when that information is provided by you or is obtained by us with your authorization. We use that information to prepare your personal income tax returns and may also use it to provide various tax and financial planning services to you at your request.

### **Examples of sources from which we collect information include:**

Interviews and phone calls with you, texts, letters, faxes, e-mails and or other electronic transmissions from you, information you have provided to us through the Website, tax return or financial planning organizers, reports and other means.

### **Parties to Whom We Disclose Information:**

As a general rule, we do not disclose personal information about our clients or former clients to anyone outside of N&T. However, to the extent permitted by law and any applicable state Code of Professional Conduct, the American Institute of Certified Public Accountants (AICPA) Code of Professional Conduct, certain nonpublic information about you may be disclosed in the following situations:

- To comply with a validly issued and enforceable subpoena or summons.
- In the course of a review of our firm's practices under the authorization of a state or national licensing board, or as necessary to properly respond to an inquiry or complaint from such a licensing board or organization.
- To provide information to affiliates of the firm and nonaffiliated third parties who perform services or functions for us in conjunction with our services to you, but only if we have a contractual agreement with the other party which prohibits them from disclosing or using the information other than for the purposes for which it was disclosed. (Examples of such disclosures include using third party service to process and transmit tax returns or store data on the Website.)

### **Confidentiality and Security of Nonpublic Personal Information**

Except as otherwise described in this notice, we restrict access to nonpublic personal information about you to employees of our firm and other parties who must use that information to provide services to you. Their right to further disclose and use the information is limited by the policies of our firm, applicable law, the AICPA Code of Professional Conduct, and nondisclosure agreements where appropriate.

We also maintain physical, electronic, and procedural safeguards in compliance with applicable laws and regulations to guard your personal information from unauthorized access, alteration, or premature destruction.

Information on the Website is stored on secure servers located in the SOC 2 certified datacenters of Citrix Sharefile Inc. When submitted by electronic means, income tax returns are transmitted to applicable taxing authorities securely using CCH Access Tax, a service of WoltersKluwer Company ("CCH"). Data is transmitted using SSL (Secure Socket Layer)

encryption and secure servers. CCH Tax product's privacy policy can be found at <https://tc.tcsso.cchgroup.com/ssocentral/privacy.asp>.

Thank you for allowing us to serve your accounting, tax, and financial planning needs. We value your business and are committed to protecting your privacy. We hope you view our firm as your most trusted adviser and we will work to continue earning that trust.

If you have any questions about this policy, please do not hesitate to contact us.

**Last Revision Date**

This Agreement was last revised on January 2, 2018.