

Client Portal Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY

Acceptance of Terms of Use

The Alten Sakai Client Portal is offered to you conditioned upon your acceptance of the terms, conditions, and notices contained herein. By using the portal, you agree to these terms and conditions.

Description of Service

Alten Sakai makes use of both ShareFile and SafeSend as a Client Portal, providing authorized clients with access to information displayed on the portal for inquiries and deliveries of documents and communications for their account only. As the Client Portal is not intended for long-term storage of client information, Alten Sakai does not accept responsibility for hosting client information.

Access to the information and documents on the portal will be limited to the time periods noted below:

A file retention policy has been set. All files stored within ShareFile will be deleted 180 days after they have been uploaded. All tax returns stored within SafeSend will be deleted seven years after upload.

After the timeframes designated above, you will no longer be able to access that information on the portal. By accepting this agreement, you understand that you have sole responsibility for retaining and maintaining all your information, documents and work products. This responsibility includes downloading, retaining and maintaining any information and work products that our firm has delivered to your Client Portal, as well as all information you have placed on the portal.

User Password and Security

Access to ShareFile requires the use of a password and a username or a link provided to you via email. Access to SafeSend requires the use of a link provided to you via email. The confidentiality and protection of your password, emailed link, and account is your responsibility. Any activities that occur under your account are your responsibility. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. It is prohibited to use another account without the express permission of that account holder.

Accuracy of Content and Liability Disclaimer

ALTEN SAKAI WILL STRIVE TO USE REASONABLE EFFORTS TO INCLUDE ACCURATE AND UPDATED INFORMATION ON THE PORTAL; HOWEVER, YOU UNDERSTAND AND AGREE THAT ALTEN SAKAI IS UNDER NO OBLIGATION TO DO SO AND NEITHER ALTEN SAKAI NOR ITS SUPPLIERS MAKE ANY REPRESENTATION OR WARRANTY ABOUT THE SUSTAINABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION SOFTWARE, DOCUMENTS, AND COMMUNICATIONS CONTAINED ON THE PORTAL FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, DOCUMENTS, AND COMMUNICATIONS ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND. ALTENSAKAI, AND ITS SUPPLIERS, HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO SUCH INFORMATION, SOFTWARE, DOCUMENTS, AND COMMUNICATIONS, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT.

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GIVEN THE CHANGING NATURE OF FEDERAL AND STATE LAWS AND THE INHERENT HAZARDS OF ELECTRONIC COMMUNICATION, THERE MAY BE DELAYS, OMISSIONS, OR INACCURACIES IN INFORMATION CONTAINED IN THIS SITE. AS SUCH, NO INFORMATION ON THIS OR RELATED SITES SHOULD BE USED AS A SUBSTITUTE FOR CONSULTATION WITH PROFESSIONAL ACCOUNTING, TAX, LEGAL, OR OTHER COMPETENT ADVISORS.

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.

Icons, Logos, and Other Proprietary Material

The trademarks, logos, and service marks (collectively the “Trademarks”) displayed on the portal are registered and common law Trademarks of this firm. Nothing contained on the portal should be construed as granting, by implication or otherwise, any license or right to use any of the Trademarks displayed on the portal without the written permission of this firm. Your use of any of the Trademarks

displayed on the portal or displayed on any content on the portal is strictly prohibited. You should assume that everything you see or read on the portal is copyrighted and is a trade secret and may not be used except as provided in these terms and conditions of use or in the text on the portal without the written permission of this firm or its suppliers.

Changes to Terms and Conditions of Use

Alten Sakai reserves the right to modify the terms, conditions, and notices under which the portal is offered.

Confidentiality, Information Protection, and Protection of Data

Notwithstanding any existing legal or contractual obligations regarding confidentiality between you and Alten Sakai, you undertake to treat all knowledge relating to business secrets, which come into your possession, as confidential. You shall assure that any protected data, which comes into your possession through the use of the portal, is not transmitted to any unauthorized person. In partial consideration of the opportunity to access the resources of the portal concerning your account, you agree to maintain the strict confidentiality of access of the portal and its data to you and your authorized employees and to indemnify and hold harmless Alten Sakai and its officers, shareholders, and employees and their heirs, successors, and assigns from and against any and all claims, actions, demands, losses, damages, judgments, costs, and expenses, including, without limitation, reasonable attorneys' fees and liabilities of every kind that may arise from your or your employees' use of the portal or because of violation of these terms and conditions of use.

No Unlawful or Prohibited Use

You are prohibited from using the portal to damage, disable, or overburden Alten Sakai's servers or network or impair the portal or interfere with any other party's use of the portal. Hacking, password mining, or any other means to gain unauthorized access to the portal, portal accounts, computers, or network is prohibited. Posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law is also prohibited. Alten Sakai will fully cooperate with any law enforcement authorities or court order requesting or directing this firm to disclose the identity of anyone posting any such information and materials. This firm is an equal opportunity employer and values the diversity of its people.

Acceptance

By using either ShareFile or SafeSend as a Client Portal, you hereby acknowledge that you have read the terms and conditions portion of this document and that you agree to these terms and conditions.