

**PRITCHARD & PARTNERS PTY LIMITED AND REES PRITCHARD PTY LIMITED**  
**CLIENT WEB PORTAL TERMS OF USE**

*Name of Client*

I/we

*Street address*

*Email address*

consent to and agree to be bound by the terms below with respect to my use of the Portal.

**What this document is about**

Rees Pritchard Pty Limited (ABN 25 003 875 349) and Pritchard & Partners Pty Limited (ABN 84 073 393 049, AFSL 246712) (**we** or **us**) provide our clients with access to a password-protected customised website (**Portal**).

**Users of the Portal are able to:**

- Provide documents, information and instructions to us;
- Receive documents and information from us;
- Enter into legally binding agreements with us using digital signature;
- Provide consent, by digitally signing tax compliance documents (including declarations), for us to lodge documents with the Australian Taxation Office on their behalf.

**To access secure content through the Portal, you must enter:**

- the email address that you have notified to us; and
- a password chosen by you, which you must keep secure and confidential at all times.

This document sets out the terms that will govern your access to and use of the Portal and, when you have signed it, will form part of the legally binding agreement between you and us that governs our relationship.

**What you are agreeing to**

By signing this document, you agree to the following terms:

- You are solely responsible for:
  - providing us with your correct email address;
  - promptly notifying us if your email address changes;
  - ensuring that no other person has access to your email address;
  - keeping your password secure and confidential and not providing it to any other person;
  - complying with any additional security or authentication procedures that we may require;
  - ensuring that information and documents made available to you through the Portal are used exclusively for your personal use and, unless we have given our prior written consent, are not reproduced, distributed, transmitted to any person or incorporated in any way into any other document; and
  - any unauthorised access to or use of the Portal by a person other than yourself.

- If your email address and password have been provided to gain access to the Portal:
  - where any document that constitutes a legal agreement or a declaration by you purports to have been digitally signed on your behalf using the mechanism provided through the Portal:
    - we are entitled to assume (without making further inquiries) that you have accessed the Portal yourself, that you have read the relevant agreement or declaration and intend to become legally bound by its terms; and
    - that document will take effect as a legally binding agreement between you and us or as a declaration that you are deemed to have signed;
  - we are entitled to assume that all documents, information and instructions provided to us through the Portal are correct, valid, genuine, authentic and given by you, and we will not be liable to you or anyone else for the consequences of relying and acting upon such documents, information and instructions; and
  - you indemnify us against any cost, expense, liability or claim that we incur as a result of relying and acting upon any document, information or instructions that is transmitted to us through the Portal.
- If we have reasonable grounds to suspect that there has been any unauthorised access to the Portal by a person other than you, we may take any action we consider appropriate, including but not limited to:
  - refusing to act on any document, information or instruction provided to us through the Portal until we have taken such additional verification steps as we consider necessary to satisfy ourselves that it is correct, valid, genuine, authentic and given by you; and
  - permanently or temporarily suspending access to the Portal,

and we will not be liable to you, or any other person, for any consequences of any such action or inaction on our part.

- We may suspend or cancel your access to the Portal at any time without notice if we believe that there has been any compromise of security or non-compliance with these terms.
- We are not liable for any consequence of the use of the Portal by anyone other than you.
- You acknowledge that:
  - the Portal contains general information that has been prepared without taking your personal situation, needs or objectives into account, and it is your responsibility to consider whether the information is appropriate for you and seek further advice if required;
  - information and documents made available through the Portal are current at the time of publication but are subject to change without notice; and
  - where we provide links to third party websites through the Portal, we are not responsible for any third party website content or your access to and use of any such websites.
- We may vary these terms at any time by giving you notice in writing (which we may choose to provide to you through the Portal).

**Dated:**

*Individual 1*

Individual, Partner, Sole company secretary/Sole Director, Trustee

*Individual 2*

Partner, Director, Trustee

*Individual 3*

Partner, Director, Trustee