



These terms and conditions of use (“terms”) relate to the use of the MCA Accountants Pty Ltd (“MCA”) electronic secure client portal (“the portal”). The portal is the property of MCA and made available to clients of MCA through its website ([www.mcaaccountants.com.au](http://www.mcaaccountants.com.au)) or other nominated means.

## General

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By accepting the invitation to use the MCA Accountants Pty Ltd ("MCA") client portal and/or continuing to use it, you are bound to these terms as amended by MCA.

MCA may amend these terms at any time and without notice by posting the amended terms on its website.

The portal forms part of the MCA website, and by accessing the portal you are also agreeing to be bound by any terms of our website, including our Privacy Policy and Standard Terms of Engagement.

## Sensitive Information

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The primary purpose of the portal is to give MCA a secure way of sharing and distributing sensitive information with its clients, such as tax returns and other documents that contain Tax File Numbers.

It is MCA’s intention that such sensitive information will be retained in the portal for long periods of time.

It is therefore paramount that your login details are not shared with anyone else. MCA accepts no responsibility for the disclosure of sensitive information to other parties as a result of you not keeping your login details secure.

MCA is also not responsible for the disclosure of sensitive information that you have copied from the portal (e.g. downloaded to your local computer) or displayed around other persons (e.g. opened your tax return while your monitor is in view of others).

## Portal Registration, Setup, and Initial Invitation

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Your portal registration and setup may be initiated by MCA without any request by you. You are not obliged to use the portal, however MCA reserves the right to have the portal as its only means of distributing information to you electronically (e.g. MCA may refuse to email documentation to you and only allow you access via the portal, or by a non electronic means such as Australia Post).

By accepting the portal invitation and using the portal, you are accepting these terms.

MCA will only send your initial invitation to:

- You (if the portal in question is for an individual);
- Any Partner (if the portal in question is for a partnership)
- Any Director (if the portal in question is for a company); or
- Any Trustee (if the portal in question is for a trust or superannuation fund).

This is to ensure that only the “owner” of the portal has initial access. This also confirms that the owner of the portal has accepted these terms.

MCA will send the initial invitation to the email address it holds on file for the individual being invited as long as MCA is confident that the email address is correct and current. MCA has no way of knowing whether your email address has been recently changed, corrupted, or is otherwise not secure, and while it will use its best professional judgment, will not be responsible for invitations sent to email addresses that are no longer accurate, current, or secure.



## Subsequent Invitations

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MCA may at any time subsequently invite any other partners, directors, or trustees (as the case may be) if requested by persons holding those positions.

Subsequent users can be registered to use the portal in one of two ways:

- 1) By invitation of MCA; or
- 2) By invitation of a portal user.

*For example, MCA may set up a portal for ABC Pty Ltd and invite the sole Director – Mr. Abacus – as a user to the portal of ABC. Mr. Abacus may subsequently invite the company administrator into the portal.*

It is your responsibility to ensure that any persons you invite into your portal adhere to these terms and treat your sensitive as that – sensitive. MCA will bear no responsibility for the use of the portal by any person invited by a portal user.

## Access to more than one Portal

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Each individual may have access to more than one portal. For instance, if you are the Director of two companies, each company may have its own portal.

Where possible, MCA will consolidate any portals you have into one login to make it as easy and convenient for you.

## What MCA may use the Portal for

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The primary purpose of the portal is to give MCA a secure way of sharing and distributing sensitive information with its clients, such as tax returns and other documents that contain Tax File Numbers.

MCA may use the portal as the sole way of distributing such information to you unless otherwise requested (i.e. MCA may use the portal as the sole way of sending you ATO letters or your tax returns unless you specifically request MCA to post these items).

You will receive a notification by email when MCA makes a document or information available to you in your portal.

MCA may upload information relating to other people or entities into your portal (and by extension may upload your information into other portals) where it believes appropriate. For example, if you are the primary contact for a group of businesses, it may be more practical to upload the documents for each business into your personal portal, rather than set up a portal for each business. This is done purely at MCA's discretion.

## What You may use the Portal for

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You may use the portal as a way of retrieving information made available to you by MCA, and to use it as a facility to upload information to MCA.

You are not authorised to treat the portal as a personal storage space, backup utility, or in any way rely on it as a repository of information. MCA may remove any files that are in your portal at any time without notice, and makes no warranty that it will keep copies of any documents that were in the portal at any time.

## Your Primary Obligations

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Primarily, you are responsible for ensuring that only those with authorisation are able to access your portal. This includes, but is not limited to:

- Ensuring that you do not disclose your login details to anyone else;



- Ensuring that any subsequently invited persons (either by MCA or yourself) are continually authorised by you to access your portal. If you temporarily authorise a person to access your portal (for example your bank manager), it is your responsibility to ensure their access is removed when appropriate;
- Ensuring that any subsequently invited persons keep their login details secure; and
- Ensuring that any subsequently invited persons do not invite other persons into the portal.

If you suspect that the security of your portal has been compromised, you are required to contact our office immediately.

You agree to fully indemnify MCA for any loss, damage, costs, or liabilities associated with or in connection with the use of the portal.

## Other Obligations and Risks

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You are responsible for all costs association with using the portal, including, but not limited to internet and telephone charges.

You may only access the portal for legitimate and lawful purposes and in accordance with our terms or other instructions posted on our website or in the portal from time to time.

You agree not to upload any documents, images, files, etc that might be considered offensive or discriminatory.

There is a risk that documents in the portal may be unavailable through the portal at any given time. The portal is reliant on the internet and the availability of our service providers, whose systems may nor be available at any given time. We will not be liable for any loss resulting from any delay in transmission, communications failure, access difficulties, or malfunctions in software.

You are responsible for ensuring that your email address (and any email address of any other portal user) is:

- Up to date, current, and accurate;
- Constantly monitored and checked; and
- Able to receive emails from MCA and the portal.

Various spam filters block different emails for different reasons, it is your responsibility to ensure that the portal email addresses ([mcaaccountants@cchifirm.com](mailto:mcaaccountants@cchifirm.com)) and MCA's email address ([admin@mcaaccountants.com.au](mailto:admin@mcaaccountants.com.au)) are on any required white-lists and are always able to reach your inbox.

MCA makes no warranties that documents made available via the portal are not virus or error free. You are responsible for ensuring the documents and files are safe for opening and storage on your computer. MCA accepts no responsibility for losses or damages due to any viruses or other malicious software contained with the portal.

## Warranty of Information Uploaded

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By uploading documents to the portal, you warrant that the information is accurate, complete, and not misleading or deceptive, nor are they offensive or discriminatory.

## Disclaimer

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MCA provides the portal on an "as-is" basis. Your use of the portal is at your own risk.

We take reasonable steps to protect your information fro unauthorised access, however we will not be responsible for any unauthorised access of your information.

MCA may restrict, suspend, alter, or cancel your access to the portal at any time without cause and without notice.



## Severability

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If any provision of these terms is deemed unlawful, void, or for any reason unenforceable, that provision shall be deemed severable and not affect the validity an enforceability of the remaining terms.

## Ownership of Portal Documents

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All information, documents, images, files, logos, etc are the property of MCA, whether originating from MCA or by a portal user.

## Contact Details

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For more information about the portal, or for any issues or queries, contact MCA at:

MCA Accountants Pty Ltd  
PO Box 8095  
Carrum Downs VIC 3201

(03) 8689 9770

[admin@mcaaccountants.com.au](mailto:admin@mcaaccountants.com.au)



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ACCOUNTANTS