PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS PORTAL

What's in these terms?

These terms tell you the rules for using our housing management portal Housing Online (our portal).

Click on the links below to go straight to more information on each area:

- Who we are and how to contact us
- By using our portal you accept these terms
- There are other terms that may apply to you
- We may make changes to these terms
- We may make changes to our portal
- We may suspend or withdraw our portal
- We may transfer this agreement to someone else
- You must keep your account details safe
- How you may use material on our portal
- Do not rely on information on this portal
- We are not responsible for websites we link to
- User-generated content is not approved by us
- How to complain about content uploaded by other users
- Our responsibility for loss or damage suffered by you
- How we may use your personal information
- Uploading content to our portal
- Rights you are giving us, other users of the portal and third parties to use material you upload
- We are not responsible for viruses and you must not introduce them
- Rules about linking to our portal
- Which country's laws apply to any disputes?

Who we are and how to contact us

Housing Online is a housing management portal operated by Tai Calon Community Housing Limited ("We"). We are registered in England and Wales under company

number IP030950 and have our registered office at Solis One, The Rising Sun Industrial Estate, Blaina, Blaenau, Gwent NP13 3JW.

To contact us, please email <u>talktous@taicalon.org</u> or telephone our customer service line on 0300 303 1717.

By using our portal you accept these terms

By using our portal, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our portal.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our portal:

- Our *Privacy Notice*. See further under How we may use your personal Chapter 0.
- Our <u>Acceptable Use Policy</u> which sets out the permitted uses and prohibited uses of our portal. When using our portal, you must comply with this <u>Acceptable Use Policy</u>
- Our <u>Cookie Policy</u> which sets out information about the cookies on our portal.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our portal, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our portal

We may update and change our portal from time to time. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw our portal

Our portal is made available free of charge.

We do not guarantee that our portal, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our portal for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our portal through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at *talktous@taicalon.org* or 0300 303 1717.

How you may use material on our portal

We are the owner or the licensee of all intellectual property rights in our portal, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our portal for your personal use and you may draw the attention of others to content posted on our portal.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our portal must always be acknowledged.

You must not use any part of the content on our portal for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our portal in breach of these terms of use, your right to use our portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this portal

The content on our portal is provided for general information only. It is not intended to amount to advice upon which you should rely.

Although we make reasonable efforts to update the information on our portal, we make no representations, warranties or guarantees, whether express or implied, that the content on our portal is accurate, complete or up to date. In particular any information provided regarding rental payments due or balances outstanding is provided for

information only. At all times you remain responsible for your rental payments as set out in your tenancy agreement.

We are not responsible for websites we link to

Where our portal contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those websites or resources.

User-generated content is not approved by us

This portal may include information and materials uploaded by other users of the portal, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our portal do not represent our views or values.

How to complain about content uploaded by other users

If you wish to complain about content uploaded by other users, please contact us on - talktous@taicalon.org or 0300 303 1717.

Our responsibility for loss or damage suffered by you

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Please note that we only provide our portal for domestic and private use. You agree
 not to use our portal for any commercial or business purposes, and we have no
 liability to you for any loss of profit, loss of business, business interruption, or loss of
 business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

How we may use your personal information

We will only use your personal information as set out in our *Privacy Notice*.

Uploading content to our portal

Whenever you make use of a feature that allows you to upload content to our portal, or to make contact with other users of our portal, you must comply with the content standards set out in our <u>Acceptable Use Policy</u>

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our portal will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our portal a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in *Rights you are giving us, other users of the* portal and third parties to use material you upload.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our portal constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our portal if, in our opinion, your post does not comply with the content standards set out in our **Acceptable Use Policy**

You are solely responsible for securing and backing up your content.

We do not store terrorist content.

Rights you are giving us, other users of the portal and third parties to use material you upload

When you upload or post content to our portal, you grant us the following rights to use that content:

 You grant to us, other users of the portal and third parties a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media. You grant to us the right to sub-license and the right to bring an action for infringement of the rights licensed under this clause.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our portal will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our portal. You should use your own virus protection software.

You must not misuse our portal by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not

attempt to gain unauthorised access to our portal, the server on which our portal is stored or any server, computer or database connected to our portal. You must not attack our portal via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our portal will cease immediately.

Rules about linking to our portal

You may link to our portal, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our portal in any website that is not owned by you.

Our portal must not be framed on any other website.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our **Acceptable Use Policy**

If you wish to link to or make any use of content on our portal other than that set out above, please contact <u>talktous@taicalon.org</u>.

Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation, are governed by the laws of England and Wales. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.