

Link Housing Tenant Portal User Agreement Terms & Conditions

Definitions

1. The following definitions apply to this agreement:
 - a. You & Your – means the user of the services as set out in this agreement and includes any agent, guardian, service provider, trustee or manager acting on your behalf.
 - b. We/Us/Our – means Link Housing Limited and its, agents, administrators and assigns.
 - c. The services – means the services connected to the LINK HOUSING TENANT PORTAL (LH Tenant Portal) system as set out in this agreement.
 - d. The LINK HOUSING TENANT PORTAL (LH Tenant Portal) – means the system referred to in this agreement and used for the purpose of allowed You to access information concerning your tenancy.
 - e. The agent – means a person nominated by You to use the services on Your behalf.

The Services

2. This agreement concerns the supply of the services as set out in this agreement.
3. This is an agreement between You and Us.
4. We do not act as a common carrier and public utility.
5. By using the LH Tenant Portal You are deemed to have accepted these terms and conditions.
6. Prior to allowing You to access the LH Tenant Portal, We may require you to confirm Your identity to Our satisfaction.
7. This agreement does not affect Your rights and obligations under any tenancy agreement between You and Us.
8. The LH Tenant Portal is a voluntary system and You may choose whether or not to use it.
9. We reserve the right to cancel or suspend Your access to the services if:
 - a. You are no longer Our client;
 - b. Your tenancy with Us has been terminated;
 - c. You commit a serious or persistent breach of the terms of this agreement;
 - d. We believe that this action is necessary to protect Your information or Our information or Our respective interests generally.

10. The services include:
 - a. The supply of information and documents from Us to You.
 - b. Any other function which We may add to the services from time to time.

Privacy

11. Our Privacy Policy is applicable to any information We receive from You via the LH Tenant Portal. This policy may be accessed through Our website.
12. You are not obliged to use the LH Tenant Portal and any information of a private or confidential nature may be passed on to one of Our staff directly.
13. Any breach of privacy should be reported to Us promptly.

Third Party Use

14. We may at Your request authorise another person nominated by You or otherwise legally entitled to act on Your behalf (the agent) to use the LH Tenant Portal on Your behalf.
15. You agree that:
 - a. By using the Services and agreeing with these terms, you authorise us to communicate with You by any method authorised by this agreement (including email and SMS text message);
 - b. It is at Our complete discretion whether or not to agree to allowing Your nominated agent to access the services on Your behalf;
 - c. It is entirely Your responsibility to appoint an agent who is competent and trustworthy;
 - d. You must not give Your account password to the agent;
 - e. The agent must agree to comply with the terms of this agreement;
 - f. The agent in using the Services, may do anything with respect to Your account that You may do as authorised by this agreement;
 - g. Anything done by the agent in connection with the Services has the same effect as if it had been done by You;
 - h. You are liable for the acts done by the agent in connection with the Use of Your account.

Your Additional Obligations

16. In using the Services You agree to:
 - a. Comply fully with the terms of this agreement;
 - b. Ensure any information about You, including Your contact details, is true, current and complete. If Your information changes, You must advise us as soon as practicable (this is an ongoing obligation);
 - c. Provide to us in a timely manner all documentation relating to Your identity or the identity of those with authority to operate Your account if requested by Us;
 - d. Not use the Services for any unlawful, fraudulent, deceptive or improper activity;
 - e. Cooperate fully with Us to investigate any suspected unlawful, fraudulent or improper activity on your account;
 - f. Not allow others to use Your account without Our express written permission;
 - g. Not provide false, inaccurate or misleading information;
 - h. Not to be defamatory, abusive, unlawfully threatening or harassing

- toward any person;
- i. Not to transmit any computer viruses or malicious code;
 - j. Report any suspicious or unauthorised use of Your account as soon as You become aware;
 - k. Not use the services for any purpose other than the legitimate use authorised by this agreement;
 - l. To comply with and abide by the terms of any third party service provider You may use in connection with the Services.

Release & Indemnity

- 17.** You forever release Us from any liability whatsoever with respect to the matters listed at sub-paragraphs a)-c) below for any loss, damage, claim, suit or demand with respect to or in connection with the use of the LH Tenant Portal or the Services by You, (other than due to a deliberate act of omission by Us and limited to the extent that such loss is caused by such an act or omission) including but not limited to:
- a. Any breach by You of any term of this agreement;
 - b. Any act of omission by You in connection with using the Services;
 - c. Any act of omission by Your agent in connection with using the Services.
- 18.** You agree to indemnify Us from any liability whatsoever with respect to the matters listed at sub paragraphs a)-c) below for any loss, claim, suit or demand made against Us with respect to or in connection with the use of the LH Tenant Portal or the Services by You, (other than due to a deliberate act or omission) including but not limited to:
- a. Any breach by You of any term of this agreement;
 - b. Any act or omission by You in connection with using the Services;
 - c. Any act or omission of Your agent in connection with using the Services.
- 19.** Each of the matters listed in the preceding clauses pertaining to Release & Indemnity is intended to be separate and an enforceable obligation by You.

General

- 20.** Your access to the LH Tenant Portal is conditional on Your continued compliance with the terms of this agreement.
- 21.** Our failure or delay to enforce any right conferred upon Us under this agreement shall not operate as a waiver by Us of such right.
- 22.** You acknowledge that we have not offered You any financial advice as to the benefit or otherwise of You using the LH Tenant Portal.
- 23.** If you have a problem using the Services you should tell us. If You have a complaint about the Services, You may use Our complaints procedures (which are available on our website).
- 24.** The law of New South Wales shall apply to this agreement and each party submits to the exclusive jurisdiction of its Courts.

25. Your obligations under any tenancy agreement between You and Us remain in force independently of this agreement.
26. We reserve the right to vary the terms of this agreement at any time with reasonable notice to You.
27. Nothing in this agreement constitutes either party as the agent, partner or associate of the other party.
28. We make no promise or warranty as to the continued or uninterrupted availability of the Services. From time to time the Services may be unavailable. This will not relieve You of any obligation by You to provide Us with information or make payment to Us.
29. You must not transfer or assign Your rights under this agreement. We may transfer or assign Our rights under this agreement without giving prior notice to You.