



TENANTS' PORTAL - TERMS OF USE

This Estate offers a Tenants' Portal to its landlords and tenants. The Portal is provided as an easier means of managing the tenants' relationship with their landlord(s). The contents and functionality of the Portals of some Estates may be different from that of others, but generally speaking the Portal contains tenancy information. An example of Portal contents would include: service charge information; a fault reporting capability; a tenants' forum; and a messaging system to contact landlord(s) directly.

Although the Portal is offered to complement tenancies of the Estate, it is owned and operated by ra Information Systems independently of the Estate, and so it is subject to the following terms of use, which must be agreed before registering for an account.

1. DEFINITIONS

1.1 In these Terms (as defined below), the following words will have the following meaning:

"Estate" means the science park, business centre or other centre or estate that provides this Portal for You.

"IPRs" means any copyright, know-how, trademarks, trade names, design rights, rights in get-up, rights in confidential information, rights to sue for passing off, domain names and all other intellectual property rights in any part of the world, whether or not registered and whether or not vested, contingent or future, including all applications, renewals and extensions of such rights.

"Portal" means the tenant portal for the Estate.

"Terms" means these terms of use of the Portal, as amended, updated or varied from time to time.

"User" means any user of the Portal, and **"Users"** will be construed accordingly.

"We", "Us", "Our" means R&A Software (Systems) Limited, a company registered in England and Wales with registered number 02254852 and with its registered office at 9-10 The Bridge, Beresford Way, Chesterfield, S41 9FG, trading as ra Information Systems.

"You", "Your" means the person, company, partnership, association or any other entity using the Portal from time to time.

2. REGISTRATION

2.1 Only Users who are affiliated with You, or with any other tenant or landlord of the Estate are permitted to use the Portal. Users will be assigned to the account of their applicable tenant/landlord as appropriate. Each tenant/landlord will be responsible for their Users.

2.2 Users must register with Us in order to use the Portal. Registration requires Users to give Us certain information and/or data. Each User warrants that such information and/or data is true, accurate and complete at the time that it submits such information to Us. You must inform us immediately if the information and/or data for Your Users changes.

2.3 Upon receipt of the required information and/or data, We will issue the User with a username and password. We will only issue one username and password per User, but You may have multiple Users registered to Your account.

2.4 Usernames and passwords must not be disclosed to anyone and may not be shared. It is Your responsibility to keep the usernames and passwords registered to Your account confidential and You must inform Us immediately of any suspected security breach.

2.5 If a User forgets or misplaces its username or password, it should use the functionality on the Portal to obtain its username and/or reset its password.

2.6 Your account is not transferrable to anyone and Your Users' access to it will be blocked in the event that You are no longer a landlord/tenant of the Estate.

2.7 Registering to use the Portal will be deemed by Us to indicate acceptance of these Terms by You and Your Users.

3. USE OF THE PORTAL

3.1 You are responsible for all uses of the Portal by Your Users and for all information, messages, files and other data that Your Users transmit over the Portal (whether publically posted or privately stored).

3.2 If Your, or Your Users', software or hardware requires upgrading, updating or modifying in order to use the Portal, such requirements are not Our responsibility to arrange for and action.

3.3 Users will only use the Portal in accordance with these Terms and will not:

- (a) use the Portal for anything other than sending and receiving information on or about Estate tenancies;
- (b) send, upload, post, publish or link to any unlawful, abusive, defamatory, harassing, blasphemous, threatening, harmful, obscene, indecent, immoral or discriminatory content;
- (c) use the Portal to promote or incite any illegal activity;
- (d) send, upload, post, publish or link to any content that infringes the rights of a third party unless the User has a valid right to do so;
- (e) send, upload, post, publish or link to any content that contains viruses or other malware;
- (f) impersonate any other User of the Portal (including an administrator) or misrepresent their affiliation to any person or body;
- (g) attempt to gain unauthorised access to any part of the Portal or circumvent any security feature of the Portal; and
- (h) modify, reverse-engineer, decompile, reproduce, republish or transfer any part of the Portal

3.4 We are under no obligation to monitor uses of the Portal, but We reserve the right to do so at any time at our discretion and the right to remove any content from the Portal that contravenes condition 3.3, in Our sole opinion.

4. PORTAL CONTENT

4.1 Nothing on the Portal constitutes any part of any tenancy of the Estate.

4.2 Save for any IPRs in content that are owned by You and/or Your Users prior to the use of the Portal, the Portal, and all of its content, is Our property and We own, or are licensed to use, all IPRs contained in the Portal.

4.3 Users may only download, store, reproduce, copy, print or otherwise use the following:

- (a) itemised bills;
- (b) backing sheets;
- (c) invoices;
- (d) booking documentation; and
- (e) the documents and information that is made available in the shared documents area(s) of the Portal by other Users.

Any other downloading, storing, reproducing, copying, printing or using of the remaining content of the Portal is not permitted without Our consent.



- 4.4 If Users upload or post any content to the public areas of the Portal, they will be deemed to grant Us a worldwide, perpetual, royalty-free, non-exclusive licence to use, store, distribute, reproduce, adapt, publish or publically display Your content on the Portal.
- 4.5 The Portal may contain links to websites owned and operated by third parties. Where We provide such links, We make no warranty, representation or endorsement whatsoever in relation to the contents of that website and We will not be held liable for any loss that is suffered through the use of it. Where You or Your Users provide such links for other Users of the Portal, You are responsible for any security breaches arising due to the embedding or accessing of such links.
- 4.6 Access to and use of third party websites is governed by that website's own terms and conditions and not by these Terms. You must ensure that Your and Your Users' use of such websites is in accordance with those terms.

5. TERM AND BREACH

- 5.1 These Terms will take effect from Your first User's registration with Us and will govern every use of the Portal by You and/or Your Users.
- 5.2 We will, in Our discretion, lock and/or delete Your account in the event of:
 - (a) Your ceasing to be a tenant/landlord of the Estate; or
 - (b) a material or persistent breach of these Terms by You or Your Users,

in which case Your and Your Users' right to access and use the Portal will immediately cease. If You or Your Users have downloaded or copied any content contained on the Portal, such content must be immediately deleted or destroyed.

- 5.3 You will indemnify and defend Us against all claims, liabilities, damages, losses, costs and expenses (including Our legal fees) that arise out of a breach of these Terms by You, Your Users or by anyone else using login details assigned to one of Your Users.

6. WARRANTIES AND LIABILITY

- 6.1 The Portal is a service for You paid for by the Estate, but is not affiliated to the Estate in any way. The Estate is therefore not responsible for any claim arising out of the provision or operation of the Portal.
- 6.2 The Portal is provided on an "as is" basis and We offer no warranty that:
 - (a) Your or Your Users' use of the Portal will be uninterrupted or error free; or
 - (b) the Portal will meet Your or Your Users' requirements.
- 6.3 A large proportion of Portal content is provided by other Users and third parties and We do not warrant that such content is accurate, up-to-date, complete or true and We will not be liable for any losses that You and/or Your Users suffer due to reliance on, or other uses of, the Portal content.
- 6.4 All opinions given on the Portal are those of the particular User and are not Ours. We do not endorse or verify any opinions given on the Portal and will not be responsible for any claims resulting from them.
- 6.5 We will attempt to make and keep the Portal available 24 hours a day, 7 days a week, but We do not warrant that the Portal will always be available. We will disable the Portal from time to time to conduct maintenance checks, bug fixes, software upgrades, content updates and other services and will endeavour (but are not obliged) to provide prior notice of any planned unavailability of the Portal, or any part of it. We will not be liable for any losses that You and/or Your Users suffer on account of the unavailability of the Portal, or any part of it, for any reason.

- 6.6 We check Our own content for viruses and other malware before uploading it to the Portal, and conduct regular checks of the Portal content generally for malware. We do not warrant that the content of the Portal is free from malware and We will not be liable for any losses caused by any malware uploaded by a third party or where We have made reasonable attempts to protect the Portal in accordance with standard practice in the industry.
- 6.7 We offer no warranty that the Portal or its content complies with the regulatory regime of any jurisdiction other than the United Kingdom. Your and Your Users' access to the Portal from any other jurisdiction is at Your own risk as to the Portal's compliance with the laws of that jurisdiction.
- 6.8 We are not responsible for any kind of loss or damage that may result to You, Your Users or to a third party arising out of:
 - (a) the loss or corruption of any information or data on the Portal;
 - (b) any damage to Your and/or Your Users' software, hardware, internet access or system, or any loss of data;
 - (c) any changes that We make to these Terms or to the Portal;
 - (d) the unavailability of the Portal;
 - (e) Your and/or Your Users' breach of these Terms.
- 6.9 Nothing in these Terms limits or restricts Our liability for:
 - (a) death or personal injury caused by negligence;
 - (b) fraud; or
 - (c) any other liability that cannot be excluded by law.

7. GENERAL

- 7.1 We will not be considered to have waived any right under these Terms due to a delay in, or failure to, exercise that right.
- 7.2 If any provision of these Terms is found by a court of competent jurisdiction to be invalid, that provision will be severed from these Terms to the minimum allowed extent and the remainder of the Terms will remain unaffected.
- 7.3 Administrative messages sent by Us concerning the Portal or Your account in particular are part of the service and cannot be opted out of.
- 7.4 We reserve the right to update these Terms from time to time. We will notify You of any updates to the Terms. Continued use of the Portal following such notification will be deemed to be Your and/or Your Users' acceptance to the updated Terms.
- 7.5 These Terms will be governed and construed in accordance with the laws of England and Wales and any dispute arising out of, or in connection with, these Terms will be subject to the exclusive jurisdiction of the courts of England and Wales.