

## **PARTNER PORTAL USER AGREEMENT**

The Public Housing Agency (PHA) "Partner Portal" is a secure, web-based tool that gives participating property owners and managers access information relating to properties currently under contract with the PHA. It is also the property owner's gateway to enrolling in Direct Deposit for all payments from the PHA.

### **TERMS OF SERVICE**

By using the Housing Agency's Partner Portal ("Portal"), you are agreeing to comply with, and be bound by, all of the terms of use stated below.

The terms "PHA", "us", "we" or "our" refer to the Housing Agency. The term "you" refers to the user or viewer of the PHA's Partner Portal.

At this time there is no fee for enrolling in and using the Partner Portal or Direct Deposit.

A property owner or managing agent who receives housing payments under separate Tax ID numbers in separate checks will enroll separately for each Tax ID number.

#### **1. Acceptance of Agreement**

You agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to our Partner Portal (the "Portal"). This Agreement constitutes the entire and only agreement between us and you regarding the Portal, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Portal, the content, products, or services provided by or through the Portal, and the subject matter of this Agreement. This Agreement may be amended at any time by the PHA without specific notice to you. The latest Agreement will be posted on the Portal, and you should review this Agreement prior to using the Portal.

#### **2. Proprietary Rights**

The content, organization, graphics, design, compilation, magnetic translation, digital conversion, and other matters related to the Portal are protected under applicable copyrights, trademarks, and/or other proprietary (including, but not limited to, intellectual property) rights. The copying, redistribution, use, or publication by you of any such matters or any part of the Portal, except as allowed by Section 3 below, is strictly prohibited. You do not acquire ownership rights to any content, document, or other materials viewed through the Portal. The posting of information or materials on the Portal does not constitute a waiver of any rights regarding such information or materials.

#### **3. Limited License; Permitted Uses.**

You are granted a non-exclusive, non-transferable, revocable license (a) to access and use the Portal strictly in accordance with this Agreement; (b) to use the Portal solely for internal, personal, and non-commercial purposes; and (c) to print out discrete information from the Portal solely for internal, personal, and non-commercial purposes, provided that you comply with all of the terms and conditions outlined in this Agreement. No printout or electronic version of any part of the Portal or its contents may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

#### 4. Restrictions and Prohibitions on Use

Your license for access and use of the Portal and any information, materials, or documents (collectively referred to as “Content and Materials”) therein are subject to the following restrictions and prohibitions on use: You may not (a) copy, print (except for the limited purposes permitted by Section 3 above), republish, display, distribute, transmit, sell, rent, lease, loan, or otherwise make available in any form or by any means all or any portion of the Portal or any Content and Materials retrieved from it; (b) use the Portal or any materials obtained from the Portal to develop, or as a component of, any information system, storage and retrieval system, database, information base, or similar resource (in any medium now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of any Content and Materials from the Portal; (d) use any Content and Materials from the Portal in any manner that may infringe on any copyright, intellectual property right, proprietary right, or property right of the PHA or any third parties; (e) remove, change, or obscure any copyright notice or other proprietary notice or terms of use contained in the Portal; (f) make any portion of the Portal available through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future; (g) remove, decompile, disassemble, or reverse engineer any Portal software or use any network monitoring or discovery software to determine the Portal architecture; (h) use any automatic or manual process to harvest information from the Portal; (i) use the Portal for the purpose of gathering information for or transmitting (1) unsolicited commercial email, (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions; (j) use the Portal in a manner that violates any state or federal law regulating email, facsimile transmissions, or telephone solicitations; (k) export or re-export the Portal or any portion thereof, or any software available on or through the Portal, in violation of the export control laws or regulations of the United States; and (l) use the Portal or any information obtained from it in a manner that violates any state or federal privacy laws that protect personal information about HCV participants.

#### 5. Forms, Agreements, and Documents

The PHA may make available through the Portal, sample and actual forms, checklists, business documents, and legal documents (collectively referred to as “Documents”). All Documents are provided on a non-exclusive license basis only for your personal one-time use for non-commercial purposes, without any right to re-license, sublicense, distribute, assign, or transfer such license. Documents are provided without any representations or warranties, express or implied, as to their suitability, legal effect, completeness, currentness, accuracy, and/or appropriateness. The documents are provided “as is”, “as available” and with “all faults”, and we and any provider of the documents disclaim any warranties, including but not limited to, the warranties of merchantability and fitness for a particular purpose. The Documents may be inappropriate for your particular circumstances. Furthermore, state laws may require different or additional provisions to ensure the desired result. You should consult with legal counsel to determine the appropriate legal or business documents necessary for your particular transactions, as the Documents are only samples and may not be applicable to a particular situation. Some Documents are public domain forms or available from public records.

6. Limitations of Liability

In no event shall the PHA, and the officers, directors, agents, or, employees, be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the Portal or this agreement (however arising, including negligence). Our liability and the liability of our officers, directors, agents, or, employees, to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, the PHA , our officers, directors, agents, or, employees are not liable, and you agree not to hold these parties responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of or your inability to use the portal; (2) delays or disruptions in the portals services; (3) viruses or other malicious software obtained by accessing the portal or any site or service linked to the portal; (4) glitches, bugs, errors, or inaccuracies of any kind in the portal’s services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your account; (7) your need to modify practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this user agreement or PHA policies. The PHA reserves the right to modify its policies and this user agreement at any time consistent with the provisions outlined herein.

7. Severability

If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

I agree to the Terms of Service.

\_\_\_\_\_  
Name

Date: \_\_\_\_\_

You will be asked to accept these Terms of Service every time you log in to use the PHA’s Partner Portal. You may print and save a copy of this User Agreement for your records. **It is not necessary to submit a paper copy to the PHA.**