

Terms of Use

Last Modified: May 19, 2018

These Terms of Use (hereinafter referred to as "Agreement", "Terms of Use" or "Terms") are a legally binding agreement between you either an individual, group or entity (**the "user", "you", or "your"**) and www.residentportal.co.za ("Resident Portal", "Website", or "Site") owned and operated by Business Xponent Solutions (Pty) Ltd a company registered and operating in accordance with the Laws of the Republic of South Africa with company registration number 2015/235778/07 ("Company", "We", "Us", or "Our").

By using Resident Portal, you represent that you have read and agree to be bound by this Agreement, as well as any other guidelines, Privacy Policy referenced herein, collectively referred to as "Terms of Use".

Please read these Terms of Use carefully. Your access to Resident Portal constitutes your acceptance of all the provisions of these Terms of Use. If you are unwilling to be bound by these Terms of Use, please do not access Resident Portal.

1. Eligibility

Resident Portal is not designed for use by persons under the age of 18 years. In the event that you are under 18 years of age, you confirm that you have obtained the consent of your parent(s) or legal guardian(s) to enter into this legally binding agreement with the Company and to take responsibility for:

- your actions;
- any charges associated with your use of Resident Portal; and
- your acceptance and compliance with these Terms. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing this Site immediately.

You also represent and warrant to the Company that you will use the Site in a manner consistent with any and all applicable laws and regulations. Where you enter into this Agreement on behalf of an entity or other organization, you represent and warrant that you have the authority to act on behalf of that entity and to bind that entity to this Agreement. you are required to agree to and accept these Terms of Use and the Privacy Policy in order to access and use Resident Portal.

2. How it works

Resident Portal is an online property management software that enables Property Managers to easily share information with their residents, send them notifications, list facilities, manage online facility booking as well as manage various requests logged by residents including but not limited to maintenance requests all from one place. Resident Portal is designed for use by Property Managers, Trustees, Body Corporates, Home Owner Associations as well as Residents (collectively referred to as the "Parties").

PLEASE NOTE - THE COMPANY ONLY PROVIDES THE PROPERTY MANAGEMENT SOFTWARE FOR THE CONVENIENCE OF THE PARTIES, AT NO TIME CAN THE COMPANY BE HELD RESPONSIBLE FOR THE FAILURE OF EITHER PARTY TO MEET ITS OBLIGATIONS UNDER ANY AGREEMENT WHETHER ENTERED THROUGH RESIDENT PORTAL OR IN THE OFFLINE ENVIRONMENT.

Unless explicitly stated otherwise, our responsibility is limited to facilitating the availability of Resident Portal Software.

PLEASE NOTE THAT, THE COMPANY CANNOT AND DOES NOT CONTROL THE SUITABILITY OR LEGALITY OF ANY CONTENT ON RESIDENT PORTAL. THE COMPANY IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY PARTY NOT PERFORMING ITS OBLIGATION TOWARDS THE OTHER. THE COMPANY IS NOT A PARTY TO ANY AGREEMENT THAT THE USERS ENTER INTO WITH EACH OTHER EITHER THROUGH RESIDENT PORTAL OR OFFLINE.

3. Payment Policy, Cancellations and Refunds

We currently offer three different monthly plans to suit your unique business needs. All our plans and accompanying subscription fees are listed on our Website at www.residentportal.co.za. If you select a paid plan, you will be charged according to your selected plan when you first register and each month thereafter on an automatically recurring basis until you choose to cancel your subscription. you take full responsibility for the payment of any taxes and transaction fees that may be incurred in the processing of your subscription fees.

We currently accept payment through secure Payfast payment gateway as well as EFT. Please note that the subscription fee is fully earned on the payment day and we do not offer any pro-rata refunds should you choose to cancel your subscription before the end of your billing cycle.

Should you wish to cancel your subscription you must notify Us via e-mail at support@residentportal.co.za with the words "Cancellation" in the subject line. you must cancel your plan before the end of the current cycle to avoid billing for the next cycle.

Please take note that all your data stored on Resident Portal will be automatically removed upon Cancellation of your account and it is solely your responsibility to ensure that you back up any and all data that you wish to access at a later stage.

In the event we are unable to process your payment to renew your plan for the new billing cycle, we will attempt to contact you. If you fail to make the payment within 72 hours from the time we contact you, we reserve the right to suspend or terminate your account until such time that we receive the full outstanding subscription fee.

We reserve the right to modify any plans, subscription fees, payment, cancellation and refund policy at any time by amending these Terms and prices listed on our Website. In the event of any change in subscription fees that requires you to pay a higher Service fee, than you did in the last billing cycle, we will give you at least thirty (30) days' notice before charging the increased subscription fees to your account. Such notice will be deemed to have been given on the date we send the email to you. If you do not agree with such change in subscription fees, your sole remedy is to cease using Resident Portal by cancelling your account.

We reserve the right to cancel or suspend your access to Resident Portal if we find that:

- you have violated any provisions of this Agreement;
- your conduct is harmful to the Company or any of its users; or
- we cease our business operations for any reason.

We handle refund requests on a case by case basis. In the event we in our sole discretion decide to offer you a full or partial refund, such refund shall be made via the original payment mechanism and to the person who made the original payment. The processing of refund payment may take time. We are unable to offer any guarantees of any nature for the timeliness of refunds reaching your account. We may at any time and without prior notice to you modify the mechanism of processing refunds.

4. User Conduct

Users shall not use Resident Portal in order to transmit, distribute, store or destroy material, including without limitation content provided by Resident Portal and its affiliate partners: for any unlawful purpose or in violation of any applicable law, regulation, international law or laws of any other country; or in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or that is defamatory, libelous, obscene, threatening, abusive or is offensive to users of Resident Portal, such as content or messages that promotes racism, hatred or physical harm of any kind against any group or individual; or that is false or misleading; or that harasses or advocates harassment of another person.

Users are prohibited from interfering or attempting to interfere with the security of Resident Portal Software, which includes but is not limited to:

- accessing data which is not intended for you by logging into account which you are not authorized to access;
- probing, scanning or testing the vulnerability of our system and/or our network;

Violations of system or network security may result in civil or criminal liability.

Specific Restrictions on Rights to Use

In addition to the above, the users shall not:

- modify, adapt, translate, or reverse engineer any portion of Resident Portal and/or Services;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Portal for crawling Resident Portal and scraping content or to circumvent the technological methods adopted by the Company to prevent such prohibited use;
- collect any information about other users (including usernames, email or unit addresses) for any purpose other than that specified on Resident Portal;
- reformat or frame any portion of the web pages without express written consent of the Company;
- create user accounts by automated means or under false or fraudulent pretences;
- create or transmit unwanted electronic communications such as "spam" to other users or members of Resident Portal or otherwise interfere with another user's enjoyment of Resident Portal;
- submit any content or material that falsely express or imply that such content or material is sponsored or endorsed by the Company;
- transmit any viruses, defects, Trojan horses or other items of a destructive nature;
- use of Resident Portal to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene;
- copy or store any content offered on Resident Portal for other than your own use;
- take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our IT infrastructure;

5. Remedies

We reserve the right to investigate and prosecute violations of any prohibited behaviour to the fullest extent of the law. We reserve the right to take actions to prevent and/or control such violation including but not limited to, removing any inappropriate communication or content from Resident Portal and/or terminating the account of such violators and/or blocking their use of Resident Portal.

6. Account Registration and Access

You may browse through the Website without signing up, but as a requirement to using the unique property management functionality offered by Resident Portal, you are required to register for any one of the offered plans at www.residentportal.co.za by providing Us with the required information. you agree that you will provide Us with accurate and current information when registering with Resident Portal. In the event of any material change in your account details, you agree to immediately inform us of such change by contacting us at support@residentportal.co.za with the words "Account details" in the subject line. Any failure on your part to provide us with the aforementioned accurate and current information shall constitute a breach of these Terms of Use. In the event of such breach, we reserve the right to immediately terminate your account. We reserve the right to refuse registration of a user account in our sole discretion. You hereby accept and agree that you are solely responsible and liable for any activity that occurs on your account. You further accept and agree that you shall be responsible for maintaining the confidentiality of your Sign in credentials on Resident Portal. You agree that you will never use another user's account without their prior express permission. Furthermore, you agree to immediately notify Us in writing of any unauthorized use and access to your account, or similar security breach of which you become aware of.

We may access your account and any information that you have provided, for any support or maintenance purposes or for any security issues or business reasons that we see fit.

7. Content made accessible by Resident Portal

Resident Portal cannot guarantee the authenticity, accuracy or legality of any content, information or data of any nature whatsoever, which a user may provide through Resident Portal (“user Generated Content”). All Parties accept and agree that they will not hold the Company liable for any loss or damage suffered by them as a result of reliance upon any such user Generated Content that they received using system provided by Resident Portal. user Generated Content includes but is not limited to any administrator data/ user profiles, documents shared through Resident Portal system, notifications sent by administrators through Resident Portal system or any requests logged by residents using Resident Portal.

You hereby accept that you use Resident Portal system and access any content provided therein at your sole risk and you will be solely responsible and liable for any loss that may arise as a result therefrom.

You understand that all information transmitted through any Resident Portal account is the sole responsibility of the account holder from whom such Content originated; that Resident Portal will not be liable for any errors or omissions in any user Generated Content; and that Resident Portal cannot guarantee the identity of any other users with whom you may interact in the course of using Resident Portal.

8. Intellectual Property Rights

All content on Resident Portal with the exception of user Generated Content only, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (“Resident Portal Content”) and the trademarks, service marks and logos contained therein (“Marks”), are owned by and/or licensed to Resident Portal, subject to trademark, copyright and other intellectual property rights under South African and foreign laws and international conventions. Resident Portal Content is made available to you AS IS for your information and your personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any other purpose whatsoever without the prior written consent of the Company. We reserve all rights not expressly granted in and to Resident Portal and Resident Portal Content. You agree to not engage in the use, copying, or distribution of any of Resident Portal Content, other than as expressly permitted herein for any commercial purposes. You agree not to circumvent, disable or otherwise interfere with security related features of Resident Portal or features that prevent or restrict use or copying of any Resident Portal Content, or enforce limitations on use of Resident Portal or Resident Portal Content displayed or made available therein.

9. Feedback

We welcome your feedback and suggestions about how to improve Resident Portal. Feel free to submit feedback to suggestions@residentportal.co.za. By submitting feedback, you agree to grant us the right, at our discretion, to use, disclose and otherwise exploit the feedback, in whole or part, without any restriction or compensation to you.

10. Modification

You understand and agree that these Terms and any Services offered by Us can be modified by the Company at its sole discretion, at any time without prior notice, and such modifications will be effective upon such new terms and/or upon implementation of the new changes on Resident Portal. You agree to review the Terms of Use periodically so that you are aware of any such modifications and the Company shall not be liable for any loss suffered by you on your failure to review such modified Terms. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to Resident Portal implemented after your initial access of Resident Portal shall be subject to these Terms.

11. Maintenance

The Company may at its sole discretion and without assigning any reason whatsoever at any time deactivate or/and suspend the user's access to Resident Portal without giving any prior notice, to carry out:

- system maintenance; or/and
- upgrading; or/and
- testing; or/and
- repairs; or/and
- other related work.

Without prejudice to any other provisions of this Agreement, the Company shall not be liable to indemnify the user for:

- any loss or/and damage; or/and
- costs; or/and
- expense that the user may suffer or incur, as a result of such deactivation; or/and
- suspension.

12. No Liability for user Conduct

If you enter into correspondence or engage in any transaction, interaction or agreement with any other user, such activity would be solely between you and such other user. The Company will not be liable or have any responsibility for any such activity.

13. Disclaimer

You accept that we have no duty to take any action regarding: the accuracy or correctness of any content you receive through Resident Portal, the effects of such content/information on you; how you may interpret any content or information you send or receive through Resident Portal; or any actions that you may take after receiving or sending such information/content to any other user of Resident Portal.

You release the Company from all liability for you having acquired or not acquired any information or user Generated Content through the use of Resident Portal. We make no representations concerning any user Generated Content contained in or accessed through Resident Portal, and the Company will not be responsible or liable for the accuracy, copyright compliance, availability, legality or decency of material contained in or accessed through Resident Portal.

You understand that we do not, in any way, screen users. In no event shall we be liable for any damages whatsoever, arising out of or relating to your conduct or anyone else in connection with

Resident Portal. You should not, under any circumstances, provide your financial information (e.g., credit card or bank account numbers) to any Party using any form of digital transmission.

RESIDENT PORTAL RESERVES THE RIGHT BUT IS UNDER NO OBLIGATION TO KEEP ANY OF YOUR PAST DATA AFTER CANCELLATION OF YOUR SUBSCRIPTION.

Resident Portal service, content and add-to link are provided "AS IS" and "AS AVAILABLE" and are provided without any representations or warranties of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed, save to the extent required by law.

The Company, and its directors, employees, agents, representatives, suppliers and partners do not warrant that:

- Resident Portal will be secure or available at any particular time or location;
- any defects or errors will be corrected;
- any content or software available at or through Resident Portal is free of viruses or other harmful components; or
- the results of using Resident Portal will meet your requirements.

You accept that your use of Resident Portal is solely at your own risk. Some states / countries do not allow limitations on implied warranties, so the above limitations may not apply to you.

14. Limitation of Liability

All liability of the Company, its directors, employees, agents, representatives, partners, suppliers or content providers howsoever arising for any loss suffered as a result of your use of the site, service, user Generated Content or add-to link is expressly excluded to the fullest extent permitted by law.

In no event, will the total liability of the Company or its directors, employees, agents, representatives, partners or suppliers to you for all damages, losses and causes of action arising out of or relating to these terms, your use of Resident Portal or your interaction with other users (whether in contract, delict including negligence, warranty or otherwise) with respect to the Site, service, content, product, user Generated Content or add-to link for:

- indirect or consequential losses or damages;
- loss of actual or anticipated profits;
- loss of revenue;
- loss of goodwill;
- loss of data;
- loss of anticipated savings;
- wasted expenditure; or
- cost of procurement of substitute services.

15. Indemnity

You agree to release, defend, indemnify, and hold the Company and its founder, affiliates, subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with:

- your access to Resident Portal,
- the violation of these Terms of Use by you, or
- the infringement by you, or any third party using your account or username or password, of any intellectual property or other right of any person or entity.

16. Privacy

Use of Resident Portal and/or the Services offered by the Company is also governed by our Privacy Policy.

17. Miscellaneous

Assignability - We may assign any of our responsibilities and/or obligations to any other Person, at our sole discretion, without giving any notice to you. However, you shall not assign or transfer any of your rights under this Agreement to any other party, without express written consent from the Company.

Governing Law - This Agreement shall be construed in accordance with the Laws of the Republic of South Africa. Any action or claims brought against the Company must be brought in the court of law with appropriate jurisdiction to rule upon the matter in the Province of Gauteng.

Severability - If for any reason, any clause of this Agreement or any part of any clause is deemed to be unlawful, void, or for any reason unenforceable, then such provision will be limited or eliminated from this Agreement only to the extent necessary and will not affect the validity and enforceability of any remaining provisions.

Waiver – Under no circumstances, failure on our part to exercise any right or remedy under this Agreement will constitute a waiver of such right or remedy.

Force Majeure - The Company is not liable for failure to perform any of its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or any interruption or any failure of electricity or server, system, computer, internet or telephone service.

Entire Agreement - These Terms of Use, including the Privacy Policy which is incorporated herein by reference constitutes the entire understanding between you and the Company.