

Welcome to the ***Landlord Portal*** (a/k/a “Site”) of the Seattle Housing Authority (“Authority”). This Site is intended for the use of landlords of housing units serviced by the Authority in which tenants hold (i) certificates of family participation under 24 CFR, Part 882 (Rental Certificate Program), or (ii) portable rental vouchers under 24 CFR, Part 887 (Rental Voucher Program). Once you have agreed to the terms and conditions set forth below, you will be assigned a password or user identification number so that you may thereafter access the Site for a listing of your properties, tenants, and their contact and account information.

## TERMS OF AGREEMENT

You are required to review the following Terms and Conditions as it delineates the agreement between you and the Authority as to use of this Site.

### **1. Acceptance of Terms**

By using this Site, you are agreeing to comply with and be bound by the following terms of service (“Terms”). The Terms may be amended or updated at any time in the sole and absolute discretion of the Authority, without specific notice to you. The latest Terms will be posted on the Site, and you should review the Terms upon each visit. Your continued use of this Site will thereafter constitute an acceptance of any changes to the Terms and an agreement to be bound by those changes. If you do not agree with any such changes, you agree to discontinue your use of this Site.

#### **A. Service:**

This Site is for authorized use only. The information contained herein is for the benefit of those users who have been given access by the Authority and may not be used for any purpose without the prior written consent of the Authority, other than to inform each user of current information relating to his/her property(ies) and tenant(s). This Site is intended to provide you with information relating only to your property(ies) and tenant(s). This Site has been established so that you will not be able to access similar information for properties and/or tenants of other landlords having access to this Site. Likewise, other landlords will not have access to information about your property(ies) and/or tenant(s). The information set forth in this Site for your property(ies) and tenant(s) has been created using information provided to the Authority by you and/or by your tenant(s). If any of the information set forth in this Site is incorrect, please submit any revisions, corrections or changes in writing to the Seattle Housing Authority at 190 Queen Anne Ave N, Seattle, WA 98109-1028, along with supporting documentation evidencing the reasons for such revisions, corrections or changes. Upon receipt of same, and any verification that the Authority may deem necessary, the Authority will endeavor to update the Site to reflect such requested revisions, corrections or changes. Submittal shall result in authorization of use of information.

#### **B. Service Limitations:**

Service may be limited due to technical difficulties or Site maintenance and may result in loss of data or service interruptions. By accepting these Terms, you agree that the Site is provided “AS IS”, without warranties of any kind. The Authority does not assume responsibility for timeliness, deletion, missed delivery, or failure to store any user data, communications or personalization settings.

### **C. Changes and Discontinuation:**

The Authority reserves the right to change or discontinue, temporarily or permanently, the service provided by the Site at any time with or without notice. Accordingly, you agree that the Authority, will not be liable to you or any third-party for any modification or discontinuance of the services provided by this Site.

### **2. Conditions for Use:**

The following conditions relate to your use of the Site. Any conduct that violates these conditions shall be grounds for termination of your enrollment as a user of the Site.

**A.** You agree to provide accurate, complete and current information as requested by Authority.

**B.** You agree not to misrepresent your identity.

**C.** You agree to protect the confidentiality of your user identification number or password. You are fully responsible for all activities that occur using your user identification number or password and shall immediately notify the Authority of any unauthorized use of same. The Authority will not be liable for any loss that you may incur as a result of someone else using your user identification number or password, either with or without your knowledge. You may not use anyone else's user identification number or password at any time.

**D.** You acknowledge and agree that the Authority owns all rights to and content in the Site. You are only permitted to use this content as expressly authorized by these Terms. You may not copy, reproduce, distribute or create derivative works from this content without the Authority's prior written consent, which the Authority may grant or withhold in its sole and absolute discretion. Further, you agree not to reverse engineer or reverse compile any of the Site technology.

### **3. Warranties:**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE AUTHORITY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE COMPLETENESS OR ACCURACY OF THE DATA DISPLAYED ON THE SITE, OR FOR ITS FITNESS OR USE FOR A PARTICULAR PURPOSE OR INTERPRETATION. THE SITE'S SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

THE AUTHORITY MAKES NO WARRANTY THAT:

- THE SERVICE WILL MEET YOUR REQUIREMENTS;
- THE SITE AND THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; AND
- ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

### **4. Limitation of Liability:**

YOU AGREE THAT THE AUTHORITY SHALL NOT BE LIABLE FOR ANY HARM(S), DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY

DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF THE AUTHORITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM:

- THE USE OF, OR THE INABILITY TO USE, THE SITE;
  - UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA;
- AND/OR
- ANY OTHER MATTER RELATING TO THE SITE.

**5. Indemnification:**

You agree to protect and fully compensate the Authority and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable legal fees) caused by or arising from your use of the Site, your violation of the Terms, or infringement by any other user of your account.

**6. Other:**

This agreement cannot be changed or amended in any respect without the Authority's express consent in writing. Your continued use of the Site following updates to the site shall constitute your approval of the Site updates. This agreement is between the Authority and you only and may not be assigned or transferred in any manner. If any provision of these Terms is held to be unenforceable, then such provision shall be construed as nearly as possible to reflect the intentions of the parties with the other provisions remaining in full force and effect. The laws of the State of State shall apply to this agreement.

These Terms are the entire understanding between you and the Authority as they relate to the Site and the services provided through the Site. To the extent that the Authority uses the services and/or technology of a licensor or service provider to implement and operate the Site, you agree that said licensors and/or service providers shall be third-party beneficiaries of this agreement.

**USE OF THIS SITE ACKNOWLEDGES THAT THE USER ACCEPTS THE ABOVE CONDITIONS.**