

# 1 | Rentman Software Terms of Use

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Welcome to Rentman, a customer relationship management software service, designed especially for letting and management agents and estate agents. These Terms of Use are intended to explain our obligations as a service provider and Your obligations as a customer. Please read them carefully.

These Terms are binding on any use of the Service and apply to You from the time that Rentman provides You with access to the Service.

The Rentman Service will evolve over time based on prevailing legislation and user feedback. These Terms are not intended to answer every question or address every issue raised by using the Rentman Service. Rentman reserves the right to change these terms at any time, effective upon the posting of modified terms and Rentman will make every effort to communicate these changes to You via email or the service or Rentman's website. It is likely the terms of use will change over time. It is Your obligation to ensure that You have read, understood and agree to the most recent terms available on Rentman's website.

By registering to use the Service you acknowledge that You have read and understood these Terms and have the authority to act on behalf of any person for whom You are using the Service. You are deemed to have agreed to these Terms on behalf of any entity for whom you use the Service.

## 1. Definitions

### "Agreement"

means these Terms of Use.

### "Access Fee"

means the monthly fee (excluding any taxes and duties) payable by You in accordance with the Fee Schedule.

### "Confidential Information"

includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

### "Data"

means any data inputted by You or with Your authority into the software.

### "Confirmation Order"

Means the document sent to you by email setting out the set-up fee (if applicable) and the monthly subscription, the minimum subscription term and number of hours training.

### "Fee Schedule"

means the information relating to subscriptions and billing set out in the Rentman confirmation order which may be updated or amended by Rentman from time to time.

### "Intellectual Property Right"

means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether registered or not.

### "Service"

means the software made available (as may be changed or updated from time to time by Rentman) via the internet or installed on your server and computers.

### "Website"

means the Internet site at the domain [www.rman.com](http://www.rman.com) or any other site operated by Rentman.

### "Rentman"

means Rentman Software Limited which is a UK limited company registered at Companies House.

### "Invited User"

means any person or entity, other than the Subscriber, that uses the Service with the authorisation of the Subscriber from time to time.

### "Subscriber"

means the person who registers to use the Service, and, where the context permits, includes any entity on whose behalf that person registers to use the Service.

### "You"

means the Subscriber, and where the context permits, an Invited User. "Your" has a corresponding meaning.

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### 2. Use of Software

Rentman grants You the right to access and use the Service with the user roles available to You according to Your subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

1. the Subscriber determines who is an Invited User and what level of user role access to the relevant organization and Service that Invited User has;
2. the Subscriber is responsible for all Invited Users' use of the Service;
3. the Subscriber controls each Invited User's level of access to the relevant organization and Service at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be;
4. if there is any dispute between a Subscriber and an Invited User regarding access to any organization or Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.

### 3. Your Obligations

#### 1. Payment obligations:

An invoice for the Access Fee will be issued each month in accordance with the details set out in the Fee Schedule. Rentman will continue invoicing You in accordance with the Fee Schedule until this Agreement is terminated in accordance with clause 8.

All Rentman invoices will be sent to You, or to a Billing Contact whose details are provided by You, by email. Payment of all amounts specified in an invoice must be paid in accordance with the Fee Schedule. You are responsible for payment of all taxes and duties in addition to the Access Fee.

#### 2. General obligations:

You must only use the Service for Your own lawful internal business purposes, in accordance with these Terms and any notice sent by Rentman or condition posted on the Website.

#### 3. Access conditions:

1. You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify Rentman of any unauthorized use of Your passwords or any other breach of security and reset Your password and You must take all other actions that Rentman reasonably deems necessary to maintain or enhance the security of Rentman's computing systems and networks and Your access to the Services.
2. As a condition of these Terms, when accessing and using the Services, You must:
  - i. not attempt to undermine the security or integrity of Rentman's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
  - ii. not use, or misuse, the Services in any way which may impair the functionality of the Services, or other systems used to deliver the Services or impair the ability of any other user to use the Services;
  - iii. not attempt to gain unauthorized access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;
  - iv. not transmit, or input into the Service, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and
  - v. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services except as is strictly necessary to use either of them for normal operation.

#### 4. Usage Limitations:

Use of the Service may be subject to limitations, including but not limited to monthly transaction volumes and the number of calls You are permitted to make against Rentman's application programming interface. Any such limitations will be advised.

#### 5. Indemnity:

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You indemnify Rentman against all claims, costs, damage and loss arising from Your breach of any of these Terms or any obligation You may have to Rentman, including (but not limited to) any costs relating to the recovery of any Access Fees that are due but have not been paid by You.

#### 4. Confidentiality and Privacy

##### 1. Confidentiality:

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

1. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.
2. Each party's obligations under this clause will survive termination of these Terms.
3. The provisions of clauses 4.1.1 and 4.1.2 shall not apply to any information which:
  - i. is or becomes public knowledge other than by a breach of this clause;
  - ii. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  - iii. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
  - iv. is independently developed without access to the Confidential Information.

##### 2. Privacy:

Rentman maintains a privacy policy that sets out the parties' obligations in respect of personal information. You should read that policy at <http://www.rman.co.uk/privacy-policy/> and You will be taken to have accepted that policy when You accept these Terms.

#### 5. Intellectual Property

##### 1. General:

Title to, and all Intellectual Property Rights in the Services and any documentation relating to the Services remain the property of Rentman.

##### 2. Ownership of Data:

Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of the Rentman Access Fee when due. You grant Rentman a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to provision of services to You.

##### 3. Backup of Data:

You must maintain copies of all Data inputted into the Service. Rentman adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. Rentman expressly excludes liability for any loss of Data no matter how caused.

##### 4. Third-party applications and your Data.

If You enable third-party applications for use in conjunction with the Services, You acknowledge that Rentman may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Services. Rentman shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

#### 6. Warranties and Acknowledgements

##### 1. Authority:

You warrant that where You have registered to use the Service on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Service You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

##### 2. Acknowledgement:

You acknowledge that:

1. You are authorized to use the Services and to access the information and Data that You input into the Service, including any information or Data input into the Service by any person you have authorized to use the Service. You are also authorized to access the processed information and Data

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that is made available to You through Your use of the Service (whether that information and Data is Your own or that of anyone else).

2. Rentman has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Services on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:

- i. You are responsible for ensuring that You have the right to do so;
- ii. You are responsible for authorizing any person who is given access to information or Data, and you agree that Rentman has no obligation to provide any person access to such information or Data without Your authorization and may refer any requests for information to You to address; and
- iii. You will indemnify Rentman against any claims or loss relating to:
  - i. Rentman's refusal to provide any person access to Your information or Data in accordance with these Terms,
  - ii. Rentman's making available information or Data to any person with Your authorization.

3. The provision of, access to, and use of, the Services is on an "as is " basis and at Your own risk.

4. Rentman does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. Rentman is not in any way responsible for any such interference or prevention of Your access or use of the Services.

5. Rentman is not Your accountant and use of the Services does not constitute the receipt of accounting advice. If You have any accounting questions, please contact an accountant.

6. Rentman is not Your lawyer and use of the Services does not constitute the receipt of legal advice. The production of any legal documents by the Service should always be checked by You before issuing to Your customers. If You have any legal questions, please contact Your lawyers.

7. It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used.

8. You remain solely responsible for complying with all applicable accounting, tax and other laws. It is Your responsibility to check that storage of and access to your Data via the Software will comply with laws applicable to you (including any laws requiring you to retain records).

### **3. No warranties:**

Rentman gives no warranty about the Services. Without limiting the foregoing, Rentman does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

### **4. Consumer guarantees:**

You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, or these Terms.

## **7. Limitation of Liability**

1. To the maximum extent permitted by law, Rentman excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service.

2. If You suffer loss or damage as a result of Rentman's negligence or failure to comply with these Terms, any claim by You against Rentman arising from Rentman's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Access Fees paid by You in the previous 12 months.

3. If You are not satisfied with the Service, Your sole and exclusive remedy is to terminate these Terms in accordance with Clause 8.

## **8. Termination**

### **1. Prepaid Subscriptions**

Rentman will not provide any refund for any remaining prepaid period for a prepaid Access Fee subscription.

### 2. No-fault termination:

1. These Terms will continue for the period covered by the Access Fee paid or payable under clause 3.1.
2. At the end of each billing period these Terms will automatically continue for another period of the same duration as that period, provided You continue to pay the prescribed Access Fee in accordance with the Fee Schedule, unless either party terminates these Terms by giving at least three month's advance written notice.
3. If You elect to terminate these Terms by providing three months advance written notice, You shall be liable to pay all relevant Access Fees up to and including the day of termination of these Terms.
4. The fee payable during the notice period shall be at the highest fee due during the 2 months prior to notice being given.
5. If you decide to extend the notice period beyond 3 months then you can do so on a monthly basis with any number of licences and paying the relevant Access Fee.

### 3. Breach:

If You:

1. breach any of these Terms and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;
  2. breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any breach of clause 3.4 or any payment of Access Fees that are not paid in full in accordance with the requirements set out in the Fee Schedule); or
  3. You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction, Rentman may take any or all the following actions, at its sole discretion:
  4. Terminate this Agreement and Your use of the Services;
  5. Suspend for any definite or indefinite period, Your use of the Services;
  6. Suspend or terminate access to all or any Data.
  7. Take either of the actions in sub-clauses (4), (5) and (6) of this clause 8(3) in respect of any or all other persons whom You have authorized to have access to Your information or Data.
- For the avoidance of doubt, if payment of any invoice for Access Fees due in relation to any of Your Billing Contacts, Billing Plans or any of Your Organizations (as defined at clause 3) is not made in accordance with the requirements set out in the Fee Schedule, Rentman may: suspend or terminate Your use of the Service, the authority for all or any of Your Organizations to use the Service, or Your rights of access to all or any Data.

### 4. Accrued Rights:

Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement You will:

1. remain liable for any accrued charges and amounts which become due for payment before or after termination; and
2. immediately cease to use the Services.

### 5. Expiry or termination:

Clauses 3.1, 4, 5, 6, 7, 8 and 10 survive the expiry or termination of these Terms.

## 9. Help Desk

### 1. Technical Problems:

In the case of technical problems, You must make all reasonable efforts to investigate and diagnose problems before contacting Rentman. If You still need technical help, please check the support provided in the Service or online on the Website or failing that connect for remote assistance via the Service or the Website or email us at [support@rman.co.uk](mailto:support@rman.co.uk).

### 2. Support commitments and limits:

1. We will provide technical support as to the correct use of the Software and to the identification and remedy of faults in the Software, but not in respect of malfunctions in computer hardware, operating systems, networks or printers.

2. Support shall be available between 9am and 5pm on each weekday and 9am and 12 noon Saturday through our Help Desk. Support is also available between 12 noon and 5pm. on Saturdays by emailing [emergencies@rman.co.uk](mailto:emergencies@rman.co.uk).
3. Connection to remote assistance is on a first come first served basis and waiting times may vary according to demand.
4. We shall use all reasonable endeavours to respond to emails within 24 hours.
5. Where an update to the Service is required, we will use our best endeavours to do this in a timely manner as is possible. You will be advised of the same at the appropriate time.

### 3. Service availability:

Whilst Rentman intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services may be unavailable to permit maintenance or other development activity to take place.

If for any reason Rentman must interrupt the Services for longer periods than Rentman would normally expect, Rentman will use reasonable endeavours to let you know in advance by email or on the Website.

## 10. General

### 1. Entire agreement:

These Terms, together with the Rentman Privacy Policy and the terms of any other notices or instructions given to You under these Terms of Use, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Rentman relating to the Services and the other matters dealt with in these Terms.

### 2. Waiver:

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

### 3. Delays:

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

### 4. No Assignment:

You may not assign or transfer any rights to any other person without Rentman's prior written consent.

### 5. Governing law and jurisdiction:

This Agreement is governed by the laws of England and Wales and You hereby submit to the exclusive jurisdiction of the courts of England and Wales for all disputes arising out of or in connection with this Agreement.

### 6. Severability:

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

### 7. Notices:

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Rentman must be sent to [sales@rman.co.uk](mailto:sales@rman.co.uk) or to any other email address notified by email to You by Rentman. Notices to You will be sent to the email address which You provided when setting up Your access to the Service.

### 8. Rights of Third Parties:

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

### 9. Additional terms for Account Information Services in the United Kingdom

#### Accuracy

Any transaction information imported into Your Rentman account will reflect the transaction information held with Your payment service provider (e.g., the information held in your online banking transactions). We aren't responsible for any inaccuracy or incompleteness of this information.