

TERMS OF USE FOR THE GRAINGER RESIDENTS PORTAL

1. INFORMATION ABOUT US

1.1 In these Terms of Use:

- 1.1.1 references to **we, us** or **our** means Grainger plc, a limited company registered in England (company number: 00125575), whose registered office is Citygate, St James Boulevard, Newcastle Upon Tyne, NE1 4JE, United Kingdom. Our VAT registration number is 436 2362 61;
- 1.1.2 references to **you** or **your** means the person accessing and using the Portal (as defined below);
- 1.1.3 references to the **Portal** means the Grainger Residents online portal found at <https://argoapartments.securerc.co.uk/residentservices/argo-apartments/userlogin.aspx> and
- 1.1.4 references to the **Services** means the letting and property management services that we make available to you (as an applicant for or as a tenant of our rental properties) via the Portal.

2. TERMS OF USE

- 2.1 These Terms of Use (together with the documents referred to in it) tell you the terms on which you may use the Portal and the Services.
- 2.2 By visiting the Portal (or any other website owned or operated by us or on our behalf) and using the Services, you are accepting and consenting to the practices described in these Terms of Use. Use of the Portal includes accessing, browsing, or registering to use the Portal.
- 2.3 Please read these Terms of Use carefully before you start to use the Portal and the Services, as they will apply to your use of the Portal and the Services. We recommend that you print a copy of these Terms of Use for future reference.
- 2.4 By using the Portal and the Services, you confirm that you accept these Terms of Use and that you agree to comply with them.
- 2.5 If you do not agree to these Terms of Use, you must not use the Portal and the Services.

3. OTHER APPLICABLE TERMS

3.1 The following terms also apply to your use of the Portal and the Services:

- 3.1.1 Our Privacy Policy , http://www.argoapartments.co.uk/DocumentManager/2/82404/Grainger_Privacy_Policy23260104.pdf which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Portal and the Services, you consent to such processing and you warrant that all data provided by you is accurate.
- 3.1.2 Our Cookie Policy, http://www.argoapartments.co.uk/DocumentManager/2/82404/Grainger_Cookie_Policy23260103.pdf which sets out detailed information about the cookies we use and the purposes for which we use them on the Portal.

- 3.2 If you are a tenant of ours, the terms of conditions of your Tenancy Agreement will apply to your property rental.

4. CHANGES AND UPDATES

- 4.1 We may amend these Terms of Use from time to time. Every time you wish to use the Portal and the Services, please check these Terms of Use to ensure you understand the terms that apply at that time. These Terms of Use were most recently updated in October 2017.
- 4.2 We may update the Portal and the Services (and change the content on the Portal) from time to time. We will try to give you reasonable notice of any major changes.

5. REGISTRATION AND LOGIN DETAILS

- 5.1 To use the Portal and the Services, you will be required to complete an online registration form to open a Portal account.
- 5.2 When you have registered for the Portal, our service provider, Yardi Systems Inc (**Service Provider**) will provide you with a user identification code or password and any other information as may be required as part of our security procedures (**Login Details**). You must treat such information as confidential and you must not disclose it to any third party.
- 5.3 You acknowledge that we do not have access to your Login Details. The Service Provider has the right to disable any Login Details on our instruction, whether chosen by you or allocated by the Service Provider, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.
- 5.4 If you know or suspect that anyone other than you knows your Login Details, you must promptly notify us at enquiries@grainger.plc.co.uk.
- 5.5 You agree to provide true, accurate, current and complete information about yourself when using the Portal and the Services and you agree to keep this information up to date and accurate.

6. ONLINE PAYMENTS AND BANK TRANSFERS

- 6.1 When you login to the Portal and payment is required from you for a Service, you will be directed to an interface provided by the third party we use to take payments from you online (**Payment Provider**). We may change our Payment Provider from time to time without notice to you.
- 6.2 When you make a payment online via the Portal, the Payment Provider will through its interface with the Portal request certain data from you such as your credit or debit card details (**Payment Data**). By providing your Payment Data to the Payment Provider you agree to make the payment requested. You also agree to comply with the terms and conditions of the Payment Provider which may be changed by the Payment Provider at any time.
- 6.3 For the avoidance of doubt, the Payment Provider does not provide us (or the Service Provider) with your Payment Data at any time.
- 6.4 You agree that you are solely responsible for (and that we have no responsibility to you or anyone else for) the provision of your Payment Data to the Payment Provider and that you will keep your Payment Data safe and secure at all times.
- 6.5 If you wish to make any payment required from you for a Service by bank transfer (instead of by online payment) and we agree that you may do so, please contact us at enquiries@grainger.plc.co.uk to request our bank details.

7. ACCESSIBILITY

- 7.1 The Portal is made available free of charge. We may charge you for checks carried out by reference checking agencies on our behalf about you (including credit reference checks,

details of any County Court Judgements entered against you, employment checks and landlord referencing) as part of the Services. Payment for such checks will be taken from you in accordance with clause 6.

- 7.2 We do not guarantee that the Portal and the Services (or any content on the Portal), will always be available or be uninterrupted. Access to the Portal and the Services is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any parts of the Portal and the Services without notice. We will not be liable to you if for any reason the Portal and the Services are unavailable at any time or for any period.
- 7.3 You are responsible for making all arrangements necessary for you to have access to the Portal and the Services.
- 7.4 The Portal and the Services are directed to people residing in the United Kingdom. We do not represent that content available on or through the Portal and the Services is appropriate or available in the other locations in which we operate. We may limit the availability of the Portal and the Services to any person or geographic area at any time.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 We are the owner or the licensee of all intellectual property rights in the Portal and in the material published on it and the owner of all intellectual property rights arising out of or in connection with the provision of the Services. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 8.2 You may print off one copy, and may download extracts, of any page(s) from the Portal for your personal use and you may draw the attention of others within your organisation to content posted on the Portal.
- 8.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 8.4 Our status (and that of any identified contributors) as the authors of content on the Portal must always be acknowledged.
- 8.5 You must not use any part of the content on the Portal for commercial purposes without obtaining a licence to do so from us or our licensors.
- 8.6 If you print off, copy or download any part of the Portal in breach of these Terms of Use, your right to use the Portal and the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9. NO RELIANCE ON INFORMATION

- 9.1 The content on the Portal is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Portal.
- 9.2 Although we make reasonable efforts to update the information on the Portal, we make no representations, warranties or guarantees, whether express or implied, that the content or any information provided on the Portal is accurate, complete or up-to-date.

10. LIMITATION OF OUR LIABILITY

- 10.1 Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

- 10.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Portal and the Services (or any content on the Portal), whether express or implied.
- 10.3 Subject always to clause 10.1, we will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- 10.3.1 use of, or inability to use, the Portal and/or the Services; or
 - 10.3.2 use of or reliance on any content displayed on the Portal.
- 10.4 If you are a business user, please note that in particular (and subject always to clause 10.1), we will not be liable for:
- 10.4.1 loss of profits, sales, business, or revenue;
 - 10.4.2 business interruption;
 - 10.4.3 any loss in connection with any error, omission, defect, computer virus or system failure or;
 - 10.4.4 loss of anticipated savings;
 - 10.4.5 loss of business opportunity, goodwill or reputation; or
 - 10.4.6 any indirect or consequential loss or damage.
- 10.5 If you are a consumer user, please note that we only provide the Portal for domestic and private use. You agree not to use the Portal for any commercial or business purposes, and we will have no liability to you for:
- 10.5.1 loss of profit;
 - 10.5.2 loss of business;
 - 10.5.3 business interruption; or
 - 10.5.4 loss of business opportunity.
- 10.6 If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.
- 10.7 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Portal and/or the Services or to your downloading of any content on the Portal, or on any third party website linked to it.
- 10.8 We assume no responsibility for the content of third party websites linked on the Portal. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 11. VIRUSES**
- 11.1 We do not guarantee that the Portal and the Services will be secure or free from bugs or viruses.

- 11.2 You are responsible for configuring your information technology, computer programmes and platform in order to access the Portal and use the Services safely. You should use and maintain your own virus protection software.
- 11.3 You must not misuse the Portal by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Portal, the server on which the Portal is stored or any server, computer or database connected to the Portal. You must not attack the Portal via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990 (as amended). We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Portal and the Services will cease immediately.

12. LINKING TO THE PORTAL

- 12.1 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 12.2 You must not establish a link to the Portal in any website that is not owned by you.
- 12.3 The Portal must not be framed on any other website, nor may you create a link to any part of the Portal other than the home page.
- 12.4 We reserve the right to withdraw linking permission without notice.
- 12.5 If you wish to make any use of content on the Portal other than as set out above, please contact us at enquiries@grainger.plc.co.uk.

13. THIRD PARTY LINKS AND RESOURCES IN THE PORTAL

- 13.1 The Portal may contain some material provided by third parties and we accept no responsibility or liability for the accuracy of such material.
- 13.2 No third party is permitted to link any other website to the Portal without obtaining our prior written consent.
- 13.3 Where the Portal contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those websites or resources and any use of them by you is solely at your own risk.

14. USER GENERATED CONTENT

- 14.1 The Portal may include information and materials uploaded by other users of the Portal, including to bulletin boards. This information and these materials have not been verified or approved by us. The views expressed by other users on the Portal do not represent our views or values.
- 14.2 If you wish to complain about information and materials uploaded by other users, please contact us at enquiries@grainger.plc.co.uk.

15. APPLICABLE LAW

- 15.1 If you are a consumer, please note that these Terms of Use, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction. However, if you are a resident of Northern Ireland,

you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

- 15.2 If you are a business, these Terms of Use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

16. TRADE MARKS

GRAINGER, GRAINGER PLC, BETTER RENTING WITH GRAINGER and GRAINGER COLLECTION (in both figurative and word formats) are registered trade marks of Grainger plc.

17. CONTACT US

If you have any questions regarding these Terms of Use, please contact us at enquiries@grainger.plc.co.uk.

Thank you for visiting the Portal.