

Terms and Conditions

Please read these Terms and Conditions, our Privacy Policy and our Cookie Policy (together referred to as “Terms”) carefully before accessing or using the website, landlords.onelandlord.com and the Services.

By accessing or using the Website and the Services you agree to be bound by the terms and conditions set forth below in these Terms and Conditions, our [Privacy Policy](#) and our [Cookie Policy](#). By using OneLandord or signing up for an account, you are agreeing to these Terms. This is a legal agreement. If you do not wish to be bound by these terms and conditions, you may not access or use the Website and the Services and you should immediately end such use.

If you have any questions about our Terms, please do not hesitate to [contact us](#).

1. Definitions

1.1

“us” or “we” or “our” or “OneLandlord” this means OneLandord registered in the UK with registration number:

1.2

“User(s)” means the person or entity that is registered with us to use the Services;

1.3

“you” means a User(s) or some other person who visits our Website;

1.4

“Tenant(s)” means a person you create through our system or a person who you might choose to create at some point in the future through the use of our systems. In other words, a Tenant is anyone on your Tenant Record or about whom you have given us information.

1.5

“Tenant Records” means a list of Tenants and all associated information related to those Tenants (for example, email addresses);

1.6

“Services” means that we provide an online platform which you may use to create, send, and manage emails;

1.7

“Personal Information” means any information that identifies or can be used to identify you or a tenants, directly or indirectly, including, but not limited to, first and last name, date of birth, email address, gender, occupation or other demographic information;

1.8

“Website” means www.onelandlord.com

1.9

“Terms” means these Terms and Conditions, our Privacy Policy and our Cookie Policy which define the terms and conditions under which you are allowed to use OneLandlord, and how we will treat your account while you are a User.

2. Services and support

2.1 Eligibility

The Services are not available to persons under eighteen (18) years of age or to any Users previously suspended or removed from the Service by OneLandlord or to persons who cannot form legally binding contracts under applicable law. OneLandlord may terminate your account(s), delete any content or information that you have posted on the Platform, and/or prohibit you from using or accessing the Services (or any portion, aspect, or feature of the Services) for any reason or no reason, at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under eighteen (18).

2.2 Registration

In order to use the Services, you must register with OneLandlord. You will provide true, accurate, current, and complete information about yourself as requested in the registration form. As part of the registration process, you will identify an email address, username and password for your account. You are responsible for maintaining the security of your account, username, passwords, files and for all uses of your account and of the Services in your name. OneLandlord reserves the right to refuse registration of or cancel accounts when it deems inappropriate.

2.3 Compatibility

It is understood that OneLandlord makes no guarantee that the Platform will be rendered properly on all recipients' browsers, due to the wide variety of browsers available. The records created by the users are their own records, so also, they are responsible for those records and the accuracy of those records.

2.4 System Requirements

It is understood that in order to use the Services, a modern browser such as Internet Explorer 10, Firefox 20, Safari 5 or Google Chrome 30 is required. Additionally, a stable connection to the Internet is required. The Services may work in a limited manner on other web browsers (such as earlier versions of the previously mentioned browsers), but the Services were not designed for use on web browsers other than those recommended above.

2.5 Changes to our Services

OneLandlord in its sole discretion, reserves the right to modify the Services, or any features of the Services at any time and for any purpose, including but not limited to, improving performance or quality, correcting errors, or maintaining competitiveness.

2.6 Beta Features

From time to time, OneLandlord may make certain services and/or features available to Users for use which are still in their beta stage (“Beta Features”). User acknowledges and agrees that Beta Features have not been fully tested and are provided on an ‘as is’ basis. The user further acknowledges and agrees that, to the fullest extent permitted by Law, OneLandlord makes no representations, warranties or guarantees in relation to such Beta Features.

3. Duration and termination

3.1 Term

The Term begins when you sign up with OneLandlord and continues as long as you use the Service(s) (“Term”). By entering your username and click on ‘register account’, means that you have officially “signed” the Terms. If you sign up for OneLandlord on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms on their behalf.

3.2 Terminate your account

You or OneLandlord may terminate your account at any time and for any reason by giving notice to the other party. OneLandlord may suspend the Service to you at any time, with or without cause. OneLandlord shall have no liability to you or any third party because of such termination. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Service may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies OneLandlord may have at law or in equity.

Once terminated, we may permanently delete your account and all the data associated with it, including your emails from our Website. If you do not log in to your account for twelve (12) or more months, we may treat your account as “inactive” and permanently delete the account and all the data associated with it. Any statutory retention requirements with respect to your business correspondence remain your responsibility.

All sections of these Terms, which by their nature should survive the termination, will survive the termination, including, without limitation, ownership, warranties, disclaimers and limitations of liability.

3.3 Changes to our Terms

We may change our Terms, Website, Service and/or features from time to time. The most recent version of the Terms is reflected by the version date located at the bottom of these Terms. When we change the Terms in a material manner we will let you know by email to the last email address you gave us. You agree to review the Terms periodically to be aware of such modification(s). All updates and amendments are effective immediately. Please note that your continued use or new use of the Website and/or the Services signifies your continuing consent to be bound by these Terms unless you terminate your account within ten (10) days.

3.4 Account and Password

You are responsible for keeping your account name and password confidential. You are also responsible for any account that you have access to, whether or not you authorized the use. You will immediately notify OneLandlord of any unauthorized use of your account(s). OneLandlord is not responsible for any losses due to stolen or hacked passwords. OneLandlord do not have access to your current password, and for security reasons, OneLandlord may only reset your password.

3.5 Account Disagreements

We do not know how your organization functions or what the nature of your personal relationships are, therefore we do not arbitrate disputes over who owns an account. You will not request access to or information about an account that is not yours, and you will resolve any account-related disputes directly with the other party. We decide who owns an account based on the content of the emails in that account, and if multiple people or entities are identified in the content, then we will rely on the contact information listed for that account.

4. Plans and payment

4.1 Plans

OneLandlord is a “Freemium Service” which means that some of our software services are free whilst others are paid for and you can find information about our charges on our Website and may be changed from time to time.

4.2 Free Software

You will have access to our Property Management System for Free. This means that you can create up to 30 properties on the Property Management System for free but OneLandlord has the right to amend this number, either up or down without reference to any party. You may only have one free account per User. It is not allowed to have multiple Free Plans per division, subsidiaries and/or affiliates (including franchisers). It is possible to change your Free Plan into a monthly plan by credit card or PayPal.

4.3 Pay As You Go

Much of our platform is Pay As You Go (modules), and you can find the pricing plan on our Web Site or on specific module page when you are logged in, instead of signing up for a plan. If you choose a pay as you go modules, you will still be considered a User, and these Terms will still apply to you.

4.4 Credit cards

Anyone using a credit card represents and warrants that he or she is authorized to use that credit card, and that any and all charges may be billed to that credit card and will not be rejected. If, for some reason, we are unable to process your credit card order, we will try to contact you by email and suspend your account until your payment can be processed.

4.5 Payment

The purchase of our products or services will be by credit card or PayPal at the moment of every purchase. You should transfer all payments without any deduction. You are not entitled to cancel or to suspend any payment, which needs to be made to OneLandlord

4.6 Refunds

Due to the nature of our services, we cannot offer you a refund you on any service provided. If we stop providing our Services to you for a reason that is not laid out in our Terms. You will not be entitled to a refund from us under any other circumstances.

4.7 Changes to our pricing page

OneLandlord may change its fees at any time by posting a new pricing structure to our Website and/or sending you a notification by email to the last email address you gave us.

5. Rights

5.1 Proprietary Rights owned by OneLandlord

You shall respect our proprietary rights in the Website and the software used to provide OneLandlord (proprietary rights include patents, trademarks, service marks, and copyrights)

5.2 Proprietary Rights owned by you

You represent and warrant that you either own, have permission or have a legitimate interest to upload any records or information to the OneLandlord platform. You retain ownership of the data you upload to the Platform. We may use or disclose your materials only as we describe in these Terms and Conditions and our [Privacy Policy](#).

5.3 Privacy Policy

We may use and disclose your information according to our [Privacy Policy](#). Our Privacy Policy will be treated as part of these Terms and Conditions.

5.4 Right to review records

OneLandlord may view, copy, and internally distribute content from your account(s) to create algorithms and programs that help us recognize problems within the accounts and we may use these tools to find Users who may violate our Terms or laws.

6. Rules and Abuse

6.1 General Rules

When using our Services, you promise to follow our rules as mentioned below:

- a. You will not create a record or records for anyone who has not given the User their direct permission to do so or where you do not have a legitimate interest or a contractual interest to do so.
- b. You may not put into your account any material that was not created by you, provided for you to use, or that would violate anyone's rights. That includes text, photos, graphics, and other content;
- c. You may not share your password or your username;
- d. You are responsible for ensuring that emails sent from your landlord system do not generate complaints.
- e. Your website and/or email will not contain anything offensive, illegal or to harass someone.
- f. You may not use any misleading or incorrect names, addresses, email addresses, subject lines, or other information on the OneLandlord platform
- g. You may not directly or indirectly: decipher, decompile, disassemble or reverse engineer any of the software on our Website, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the Services or any software, documentation, or data related to the Services ("Software");

- h. You may not remove any proprietary notices or labels from the Services or any Software;
- i. You may not reproduce or copy the Software or the Services or any part thereof;
- j. You may not use any of the Software on our Website, or downloaded from the Website, to create a competing product;
- k. You may not import or incorporate any of this information into any lists, emails or uploads to our servers: Social Security numbers, passwords, security credentials, or sensitive personal information of any kind;
- l. You may not set up multiple accounts for any person or entity, unless you are part of a franchise or agency or unless prior permission has been given;
- m. You may not host images on our servers for any purpose other than for use in tenancy and property management.
- n. You may not host content on our servers for any purpose than for use in tenancy and property management.
- o. You will not violate these Terms and Conditions and our Privacy Policy which are part of this agreement.

If you violate any of these rules, then OneLandlord, at its own discretion, may immediately and without any notice suspend or terminate your account without refund.

6.2

The Services may only be used for lawful purposes. Transmission or solicitation of any material that violates UK or other laws that may apply in your local area is prohibited. This may include material that is obscene, threatening, harassing, libellous, or in any way a violation of intellectual property laws or a third party's intellectual property rights.

Violent content. This means any statement, photograph, advertisement, or other content that in our sole judgment could be reasonably perceived to threaten, advocate, or incite physical harm to or violence against others.

6.3 Privacy Policy

In order to maintain the highest standards of service for all of our Users, there are some industries which we cannot permit to our Services as they have a higher-than-average of abuse complaints, which can jeopardize the deliverability of our entire system.

Also, we cannot allow companies involved in any aspect of the sale, transaction, exchange, storage, marketing or production of cryptocurrencies, virtual currencies, and any digital assets related to an Initial Coin Offering, to use OneLandlord to facilitate or support any of those activities.

6.4 Reporting abuse

If you think anyone is violating any of our Terms, please notify us immediately. If you received spam and you think this came from a OneLandlord User, we want to hear about it. Please notify it to us. If you think anyone has posted material that violates any copyrights, then you may inform us via enquires@onelandlord.com

6.5 Property and ownership

You acknowledge and agree that the Services, the Software, the OneLandlord company names and logos and all related product and service names, design marks and slogans, and all other material comprising the Software or the Services, are the property of OneLandlord or its affiliates or suppliers (collectively, the “Marks”). Unless stated otherwise, all Marks are protected as the copyright, trade dress, trademarks and/ or other intellectual properties are owned by OneLandlord or by other parties that have licensed their material to OneLandlord. You are not authorized to use any of the Marks in any advertising, publicity or any other commercial manner without the prior written consent of OneLandlord Your use of the Services confers no title or ownership in the Services, the Software or the Marks and is not a sale of any rights in the Services, the Software or the Marks. All ownership rights remain in OneLandlord or its third party suppliers, as the case may be.

6.6 Bandwidth abuse/throttling

You may only use our bandwidth for your OneLandlord account. We provide image & video hosting only for your OneLandlord account, so you may not host images on our servers for anything other than your OneLandlord account (like a website).

6.7 Compliance with laws

You represent and warrant that your use of OneLandlord will comply with all applicable laws and regulations. You are responsible for determining whether our services are suitable for you to use in light of any regulations like EU Data Privacy Laws, or other laws. If you are subject to regulations and you use our Service, then we will not be liable if our Service does not meet those requirements.

If you are located in the European Economic Area (EEA) and keep a record of anyone in the EEA, you represent and warrant that by recording information, you will clearly describe in writing how you plan to use any data collected, including for your use of OneLandlord, and you will otherwise comply with whatever privacy policy you have posted;

1. have complied, and will comply, with all regulations, as well as data protection, electronic communication, and privacy laws that apply to the countries where you will be using the OneLandlord System.

2. have collected, stored, used, and transferred all data relating to any individual in compliance with all data protection laws and regulations. You have the necessary permission to allow OneLandlord to receive and process data and send communications to that individual on your behalf;
3. agree to indemnify and hold us harmless from any losses, including attorney fees, that result from your breach of any part of these warranties.

7. Use of the Services

You will not violate or attempt to violate the security of our website or the Services. You will not hack into the website, OneLandlords computer systems or the computer systems of other Users of the Services. Hacking means unauthorized access, malicious damage and/or interference and includes, without limitation, mail bombing, propagating viruses, worms or other types of malicious programs, deliberate attempts to overload a computer system, broadcast attacks or any other method designed to damage or interfere with the operation of a computer system or website.

8. Website and Services availability

From time to time down-time, either scheduled or unscheduled, may occur. OneLandlord will work within reason to ensure this amount of down-time is limited. OneLandlord will not be held liable for the consequences of any down-time. OneLandlord cannot guarantee that any file or program available for download and/or execution from or via the Services is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used. You assume all risk of use of all programs and files associated with the Services, and you release OneLandlord entirely of all responsibility for any consequences of its use.

9. Liability

9.1 Limitation of Liability

To the maximum extent permitted by law, under no circumstances shall OneLandlord be liable to you or any other person for any loss or damage (including but not limited to direct, indirect, exemplary, punitive, special, incidental, cover, reliance or consequential damages, loss of profits or revenue, business interruption, loss of date, or failure to realize anticipated savings or benefits or business opportunities), or for any claim by any other party, even if they are based on negligence or we have been advised of the possibility of those damages. You agree that OneLandlord's total liability for all claims made about the Service in any month will be no more than what you paid us for the Service the month before.

9.2 No Warranties

To the maximum extent permitted by law, we do not warrant that the Service will be uninterrupted, accurate or error free; nor do we make any warranty as to the results that may be obtained from the use of the Services.

Furthermore, to the maximum extent permitted by law, we provide the material on the Website and the Service as is. That means we do not provide warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose and noninfringement.

9.3 Indemnity

You agree to indemnify and hold OneLandlord harmless from any damages, losses, liabilities, settlements, and expenses (including and without limitation costs and reasonable attorneys' fees) in connection with any claim or action that arises from an alleged violation of our Terms or otherwise arising from or relating to your use of the Service. You also agree to indemnify and hold OneLandlord harmless from any losses (including attorney fees) that result from third party claims that you or someone using your password did something that, if true, would violate any of these Terms.

9.4 Attorney Fees

In any action or proceeding to enforce rights under our Terms, the prevailing party will be entitled to recover its costs and attorneys' fees.

9.5 Equitable relief

If you violate our Terms, then we may request a court order to make you stop or any other measurement provided for by law or other equitable relief.

9.6 Summons fees

If we have to provide information in response to a summons related to your account, then we may charge you for our costs. These fees may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition.

9.7 Disclaimers

OneLandlord and its team are not responsible for the behaviour of any advertisers, linked websites or other Users.

10. Miscellaneous

10.1 Assignments

You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

10.2 Governing law and jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute shall be exclusively settled by the relevant court in Amsterdam, the Netherlands.

10.3 Force Majeure

We will not be held liable for any delays or failure in performance of any part of the Service, from any cause beyond our control. This includes, but is not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third party internet service providers.

10.4 Survival

Even if this agreement is terminated, the following sections will continue to apply: Proprietary Rights owned by OneLandlord, Proprietary Rights owned by you, Compliance with laws, Limitation of Liability, No Warranties, Indemnity, Governing law and jurisdiction, Severability, and entire agreement.

10.5 Severability

If any provision of these Terms shall be held to be invalid or unenforceable for any reason, that provision will be limited or eliminated to the minimum extent necessary so that the remaining provisions shall continue to be valid and enforceable.

10.6 Changes and waiver

Revisions and changes to these Terms will not be effective until we post revised Terms on the Website. If we do not immediately take action on a violation of these Terms, we are not giving up any rights under the Terms, and we may still take action at some point.

10.7 Further actions

You will provide all documents and take any actions necessary to meet your obligations under our Terms.

10.8 Notification of Security Breach

Should there be a security breach that may affect you or anyone on your Tenant List, then OneLandlord will notify you as soon as possible and inform you about the measurements that have been taken in reaction thereto. If we determine, and notify you, that you need to forward all or part of that information to anyone on your lists, you will promptly do so.

10.9 Notices

Any notice to you will be effective when we send it to the last email or physical address you gave us or posted on our Website. Any notice to us will be effective when delivered to us along with a copy to our legal counsel: Attn. Legal Department, OneLandlord, P.O. Box, 31, Leeds, LS24 9XZ, or any addresses as we may later post on the Website.

10.10 Entire agreement

These Terms including, but not limited to our Terms and Conditions, Privacy Policy and Cookie Policy and any additional terms contain the entire agreement you have agreed upon with respect to the subject matters hereof and supersedes and cancels all prior understandings, agreements and discussions between them, written or oral.

Updated May 2018