

MY HOME & COMMUNITY™ User Agreement

TERMS & CONDITIONS

DEFINITIONS

1. The following definitions apply to this agreement:
 - a) MY HOME & COMMUNITY™ is a brand in which Pacific Link Housing Limited claims all copyright, trademark and intellectual property rights.
 - b) You & Your – means the user of the services as set out in this agreement and includes any agent, guardian, service provider, trustee or manager acting on your behalf.
 - c) We/Us/Our/PLH- means Pacific Link Housing Limited and its, agents, administrators and assigns
 - d) The services – means the services connected to the MY HOME & COMMUNITY™ Portal system as set out in this agreement
 - e) The My Home & Community™ Portal – means the system referred to in this agreement and used for the purpose of allowing You to access information and make payments concerning your tenancy
 - f) Payment- means any payment made by You to Us using the PLH Portal
 - g) The agent- means a person nominated by You to use the services on Your behalf.

THE SERVICES

2. This agreement concerns the supply of the services as set out in this agreement.
3. This is an agreement between You and Us.
4. We do not act as a common carrier or public utility.
5. By using the PLH Portal You are deemed to have accepted these terms and conditions.
6. Prior to allowing You to access the PLH Portal, We may require you to confirm Your identity to Our satisfaction.
7. This agreement does not affect your rights and obligations under any tenancy agreement between You and Us.
8. The PLH Portal is a voluntary system and You may choose whether or not to use it.
9. We reserve the right to cancel or suspend Your access to the services if:
 - a) You are no longer Our client;
 - b) Your tenancy with Us has been terminated;
 - c) You commit a serious or persistent breach of the terms of this agreement;
 - d) We believe that this action is necessary to protect Your information or Our information or our respective interests generally.
10. The services include:
 - a) The supply of information and documents from Us to You
 - b) The receipt of information and documents from You to Us

- c) The facility to make payments due from You to Us
- d) Any other function which We may add to the services from time to time

PAYMENTS

11. We do not handle any payments made through the MY HOME & COMMUNITY™ Portal. All financial transactions made via the MY HOME & COMMUNITY™ Portal are made through the BPOINT system. The BPOINT system is not owned or operated by Us and is an independent system for facilitating financial transactions.
12. You are responsible for the accuracy of any information which You provide us or enter into the BPOINT system.
13. You can change the payment details used through BPOINT at any time.
14. By making a Payment using the BPOINT system You agree:
 - a) To accept and be bound by the terms and conditions for use of the BPOINT service
 - b) That any Payment made via the MY HOME & COMMUNITY™ Portal is a financial transaction involving BPOINT and Your financial institution.
 - c) Payments being made through the MY HOME & COMMUNITY™ Portal must be duly cleared and receipted through the BPOINT system to be acknowledged as paid.
15. If Your payment is declined for any reason You should first contact Your financial institution. If your financial institution cannot assist, You may contact Us about the problem.
16. If You consider that an incorrect payment has been made, then you should contact Us to discuss the issue as soon as possible.
17. Payments will be processed in accordance with the arrangements existing between the BPOINT system and Your financial institution. Payments made via the BPOINT system may take up to 2 business days appear on your rental account. Any error in your rental account should be reported as soon as possible.
18. You agree to comply with any terms and conditions Your financial institution account/s and accept any fee they may impose from your account. Normally, there is no fee payable by You for using either the MY HOME & COMMUNITY™ Portal or the BPOINT system however You acknowledge that your financial institution may impose a fee debited from your account with respect to payments from that account. We suggest that You contact your financial institution if You are concerned about this.
19. If Your financial institution account has insufficient funds to complete a payment You agree to be liable and pay for any fee or charge imposed upon Us by BPOINT or Our financial institution arising as a result of any dishonoured payment.
20. You can make the following types of payments using the MY HOME & COMMUNITY™ Portal:
 - a) Rent
 - b) Water usage charges, Bond Payments, Repair payments and Other Payments as approved by us

- c) Program payments (for example any program or service offered by Us in which You participate for which a fee is payable)

21. Any payments to Us arranged by way of direct debit from Your financial institution account shall operate separately from the MY HOME & COMMUNITY™ Portal unless otherwise authorised by Us. If you organise a recurring payment through the BPOINT system you should make sure that You advise Us of any required changes to Your direct debit arrangement to ensure you do not duplicate payments.

SOCIAL MEDIA & SMS

22. There may be links available through the MY HOME & COMMUNITY™ portal to communicate between You and Us via social media websites such as Facebook and Twitter or via SMS Text or an App such as WhatsApp.

23. You acknowledge that information or documents delivered via social media or SMS are not necessarily private or secure. We make no promise or warranty as to the use or the security of the information You may send Us using social media or SMS text other than our legal obligations with respect to storage of such information when received by Us. Any information or documents which You provide us which are private or confidential in nature should not be provided using social media but should be provided directly through the MY HOME & COMMUNITY™ Portal or directly to Our office or staff.

24. You must not use social media sites (including any web-site or App) to denigrate, defame, harass or deliberately offend Us or Our staff, officers, associates or tenants.

25. We will not charge you to send or receive SMS text messages while using the services. You may be charged for sending or receiving SMS text messages or data charges by your carrier while using the services. Any such charges are Your responsibility.

PRIVACY

26. We do not collect or hold any financial details you may enter through the BPOINT system.

27. Our Privacy Policy is applicable to any information We receive from You via the MY HOME & COMMUNITY™ Portal. This policy may be accessed through our web-site or by clicking this [link](#).

28. You are not obliged to use the MY HOME & COMMUNITY™ portal and any information of a private or confidential nature may be passed on to one of Our staff directly.

29. Any breach of privacy should be reported to Us promptly.

THIRD PARTY USE

30. We may at Your request authorise another person nominated by You or otherwise legally entitled to act on Your behalf (the agent) to use the MY HOME & COMMUNITY™ Portal on Your behalf.

31. You agree that:

- a) By using the services and agreeing with these terms, you authorise us to communicate with You by any method authorised by this agreement (including email and SMS text message).
- b) It is at Our complete discretion whether or not to agree to allowing your nominated agent to access the services on Your behalf;
- c) It is entirely Your responsibility to appoint an agent who is competent and trustworthy;
- d) The agent will be allocated separated account details;
- e) You must not give Your account password to the agent;
- f) The agent must agree to comply with the terms of this agreement;
- g) The agent in using the services, may do anything with respect to your account that You may do as authorised by this agreement;
- h) Anything done by the agent in connection with the services has the same effect as if it had been done by You;
- i) You are liable for the acts done by the agent in connection with the Use of Your account.

YOUR ADDITIONAL OBLIGATIONS

32. In using the services You agree to:

- a) Comply fully with the terms of this agreement;
- b) Pay any fees associated with your use of the Services and your account (normally We will not charge You for using the MY HOME & COMMUNITY™ Portal but there may be fees or charges imposed by a third party in relation to Your transactions or charges imposed by your telecommunications carrier) ;
- c) Ensure any information about you, including your contact details, is true, current and complete. If your information changes, you must advise us as soon as practicable (this is an ongoing obligation);
- d) Provide to us in a timely manner all documentation relating to your identity or the identity of those with authority to operate your account if requested by Us;
- e) Not use the Services for any unlawful, fraudulent, deceptive or improper activity;
- f) Cooperate fully with us to investigate any suspected unlawful, fraudulent or improper activity on your account;
- g) Not allow others to use your account without Our express written permission;

- h) Not Provide false, inaccurate or misleading information;
- i) Not to be defamatory, abusive, unlawfully threatening or harassing toward any person;
- j) Not to transmit any computer viruses or malicious code;
- k) Report any suspicious or unauthorised use of your account as soon as you become aware;
- l) Not use the services for any purpose other than the legitimate use authorised by this agreement.
- m) To comply with and abide by the terms of any third party service provider you may use in connection with the services.

RELEASE & INDEMNITY

33. You forever release Us from any liability whatsoever with respect to the matters listed at sub-paragraphs a)-c) below for any loss, damage, claim, suit or demand with respect to or in connection with the use of the MY HOME & COMMUNITY™ portal or the services by You, (other than due to a deliberate act or omission by Us and limited to the extent that such loss is caused by such an act or omission) including but not limited to:
- a) Any breach by You of any term of this agreement;
 - b) Any act or omission by You in connection with using the services;
 - c) Any act or omission of Your agent in connection with using the services.
34. You agree to indemnify Us from any liability whatsoever with respect to the matters listed at sub-paragraphs a)-c) below for any loss, damage, claim, suit or demand made against Us with respect to or in connection with the use of the MY HOME & COMMUNITY™ portal or the services by You, (other than due to a deliberate act or omission by Us and limited to the extent that such loss is caused by such an act or omission) including but not limited to:
- a) Any breach by You of any term of this agreement;
 - b) Any act or omission by You in connection with using the services;
 - c) Any act or omission of Your agent in connection with using the services.
35. Each of the matters listed in the preceding clauses pertaining to Release & Indemnity is intended to be a separate and enforceable obligation by You.

GENERAL

36. Your access to the MY HOME & COMMUNITY™ Portal is conditional on Your continued compliance with the terms of this agreement.
37. Our failure or delay to enforce any right conferred upon Us under this agreement shall not operate as a waiver by Us of such right.
38. You acknowledge that we have not offered you any financial advice as to the benefit or otherwise of you using the MY HOME & COMMUNITY™ Portal.

39. If you have a problem using the services you should tell us. If you have a complaint about the services, you may use Our complaints procedures (which are available from our web-site).
40. The law of New South Wales shall apply to this agreement and each party submits to the exclusive jurisdiction of its Courts.
41. Your obligations under any tenancy agreement between You and Us remain in force independently of this agreement.
42. We reserve the right to vary the terms of this agreement at any time with reasonable notice to you.
43. Nothing in this agreement constitutes Us as the agent, partner or associate to BPOINT or its owner or operator.
44. Nothing in this agreement constitutes either party as the agent, partner or associate of the other party.
45. As We do not operate the BPOINT system we make no warranties as to the efficacy of the BPOINT system. We do not accept any liability whatsoever for any loss or damage suffered by You arising out of your use of the BPOINT system (including the use by you of any facility connected to Your financial institution).
46. We make no promise or warranty as to the continued or uninterrupted availability of the services. From time to time the services may be unavailable. This will not relieve You of any obligation by You to provide us with information or make payment to Us.
47. You must not transfer or assign your rights under this agreement. We may transfer or assign Our rights under this agreement without giving prior notice to You.