

# Re-Leased

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## Terms and Conditions

### Introduction to Re-Leased

*Last updated: 31st July 2020*

Welcome to Re-Leased! We're excited to have you here but before you start using Re-Leased, we do need you to look through and accept these terms.

To make things easier, you can use the navigation menu to find specific sections of the terms.

If you have any comments or concerns, please do not hesitate to email us at [support@re-leased.com](mailto:support@re-leased.com)

See archived versions of our Term and Conditions and Privacy Policy here: [Archived Legal Documents](#)

Accompanying this Master Subscription Agreement are:

[Exhibit A – Data Privacy](#)

✔ Exhibit B - Service Level Terms



✔ Appendix 1 - Description of Processing

BY CHECKING “I ACCEPT,” OR BY EXECUTING A RE-LEASED SALES ORDER (AN “**ORDERING DOCUMENT**”), OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE RE-LEASED ONLINE PROPERTY MANAGEMENT PLATFORM SERVICE (“**ACCEPTANCE**”), YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR ACCESS AND USE OF THE SERVICE YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING EXHIBIT A – DATA PRIVACY, RE-LEASED’S PRIVACY POLICY AND ANY SERVICE-SPECIFIC TERMS IN AN ORDERING DOCUMENT (TOGETHER, THE “**AGREEMENT**”).


This Agreement is by and between you (the “**Customer**,” “**you**,” or “**your**”) and Re-Leased Software Company Limited, a private limited company organized and existing under the laws of New Zealand (company number 3767620), with its registered office at Level 2, 111 Wellesley Street West, Auckland Central, Auckland 1010, New Zealand (“**Re-Leased**,” “**we**,” “**our**,” or “**us**”); each a “**Party**” and collectively the “**Parties**”. This Agreement is effective upon Acceptance by Customer (the “**Effective Date**”). If you are a business entity, organization, or company, the individual accepting this Agreement on your behalf represents and warrants that they have authority to bind you to this Agreement and you agree to be bound by this Agreement, in which case the terms “**you**” or “**your**” shall refer to such entity. The Parties agree as follows:

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## 1. Definitions

**1.1. “Acceptance”** is as defined in the preamble of this Agreement.

**1.2. “Account”** means a registered account with Re-Leased for the use of the Service.

**1.3. “Affiliate”** means any entity which directly or indirectly controls, is controlled by, or is  under common control with either Party. For purposes of the preceding sentence, “control” means direct or indirect ownership or control of more than fifty per cent (50%) of the voting interests of the subject entity.

**1.4. “Aggregated Data”** shall be as defined in Section 4.4.

**1.5. “Applicable Data Protection Law”** shall mean the EU General Data Protection Regulation (Regulation 2016/679) (“GDPR”), and its national implementations in the European Economic Area (the “EEA”), Switzerland and the United Kingdom (the “UK”) (including the UK version of the GDPR once in force);

**1.6. “Authorized User”** means any of Customer’s: (i) employees; (ii) consultants; (iii) service providers; (iv) contractors; (v) agents; (vi) Customer’s Tenants; and (vii) third party providers authorized to access the Service by Customer, through their personalized username and password, created by Customer using the Service.

**1.7. “Claim”** is as defined in Section 8.1.

**1.8. “Confidential Information”** is as defined in Section 6.1.

**1.9. “Customer Data”** means the electronic data or information submitted by Customer or Authorized User to the Service, which may include Personal Data.

**1.10. “Customer’s Tenant”** means any tenant who is given access to the Service by Customer to complete his or her respective tenancy process, make payments or access other services.

**1.11. “Disclosing Party”** is as defined in Section 6.1.



**1.12. “Documentation”** means Re-Leased’s electronic user guide for the Service available at <https://help.re-leased.com/support/home> which may be updated by Re-Leased from time to time.

**1.13. “Effective Date”** is as defined in the preamble of this Agreement.

**1.14. “Feedback”** is as defined in Section 4.2.

**1.15. “Fees”** is as defined in Section 5.1.

**1.16. “Intellectual Property Rights”** means any and all common law, statutory, federal, state and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

**1.17. “Law(s)”** means any local, state, federal, national and/or foreign law or laws, treaties, and/or regulations applicable to a respective party.

**1.18. “Malicious Code”** means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

**1.19. “Material Breach”** means a breach (including an anticipatory breach) which is serious in the widest sense of having a serious effect on the benefit which the party alleging the Material Breach would otherwise derive from a substantial portion of this Agreement over the Term of this Agreement. In deciding whether any breach is material, no regard will be given to whether it occurs by some accident, mishap, mistake or misunderstanding.



**1.20. “Ordering Document”** is as defined in the preamble of this Agreement.

**1.21. “Payment Notice”** is as defined in Section 5.4.

**1.22. “Personal Data”** means any information that relates to an identified or identifiable individual.

**1.23. “Prohibited Act”** means:

- i.** the offering, promising or giving of a financial or other advantage to another person (whether directly or through a third party) with the intention to induce that person to improperly perform a relevant function or activity or to reward that person for the improper performance of such a function or activity or while knowing or believing that the acceptance of the advantage would constitute the improper performance of such a function or activity;
- ii.** the requesting, agreeing to receive or acceptance of a financial or other advantage intending that, in consequence, a relevant function or activity should be performed improperly (whether by that person or another person), or improperly performing a relevant function or activity in anticipation of receiving or accepting a financial or other advantage;
- iii.** the offering, promising or giving of a financial or other advantage to another person (whether directly or through a third party) who is a foreign public official with the intention to influence the performance of that foreign public official’s functions (whether in the exercise or in omitting to exercise those functions) or otherwise to use the foreign public official’s position in order to obtain or retain business or an advantage in the conduct of business; and
- iv.** without limiting the foregoing, any act that is in breach of applicable Law, including those relating to anti-bribery and anti-corruption (including the UK Bribery Act 2010 and US Foreign & Corrupt Practices Act as they may be amended).

In the definition of Prohibited Act, a “person” includes an individual, partnership, entity, body corporate or other recognized commercial organization; and a “relevant function or activity” shall mean a function or activity if it is of a public nature, or is connected with a business, or is performed in the course of a person’s employment, or is performed on behalf of a body of persons (whether corporate or unincorporated) and if the person performing the function or activity is expected to perform it in good faith, or impartially, or is in a position of trust by virtue of performing it (failure of any one of the above conditions being improper performance of that function or activity) regardless of where in the world such function or activity is performed or should be performed.

**1.24. “Receiving Party”** is as defined in Section 6.1.

**1.25. “Re-Leased Entities”** is as defined in Section 8.2.

**1.26. “Security Incident”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data transmitted, stored or otherwise processed by or on behalf of Re-Leased.

**1.27. “Service”** is as defined in Section 2.1.

**1.28. “Software”** is as defined in Section 2.3.

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## 2. Property Management Platform Service

**2.1. Service.** The Re-Leased service is provided to you through our website at <https://www.re-leased.com>, along with related applications, mobile applications, associated offline components, Software, and other services provided by Re-Leased (collectively the “**Service**”).

**2.2. Service License.** Re-Leased hereby grants Customer a non-exclusive, non-transferable, non-sublicensable right for each Authorized User to access and use the Service and Documentation  solely for the internal business purposes of Customer and its Affiliates and solely during the Term, subject to this Agreement (including the payment of Fees in accordance with Section 5 and within the scope of rights specified by the relevant Ordering Document, subscription and/or purchase made through the Service).

**2.3. Software License.** Subject to the terms and conditions of this Agreement, to the extent the Service contains a downloadable software component (“**Software**”), Re-Leased hereby grants Customer a non-exclusive, non-transferable, non-sublicensable right and license, during the Term, for each Authorized User to install Software on a single device controlled by an Authorized User and to operate the Software in accordance with the Documentation and restrictions set forth in this Agreement.

**2.4. Support.** Except as otherwise set forth in an applicable Ordering Document, Re-Leased will use commercially reasonable efforts to: (i) meet the service levels as set forth in Exhibit B; and (ii) provide basic support to Customer during Re-Leased’s standard business hours in accordance with Re-Leased’s support policy (as modified by Re-Leased from time to time).

**2.5 Compliance with Law.** Each Party will comply with all applicable Laws, including Applicable Data Protection Laws, while exercising its rights and performing its obligations under this Agreement.

**2.6. Changes to the Service.** Subject to Section 9.1.iii, Re-Leased may from time to time make changes to the functionality of the Service, for example to make improvements to the Service or to address a security threat. Re-Leased shall notify the Customer of material changes through the Documentation.

**2.7. Future Functionality.** The Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Re-Leased regarding future functionality or features.

**2.8. Modification to this Agreement.** Re-Leased reserves the right to change the terms of this Agreement on an on-going basis at any time. Please check the Re-Leased site for current Agreement terms and conditions. If a change to the Agreement materially modifies your rights or

obligations, we may require that you accept the modified Agreement in order to continue to use the Service. Material modifications are effective upon your Acceptance of the modified Agreement. Other modifications are effective upon publication. Continued use of the Service following any modification constitutes Customer Acceptance of the modified Agreement. Except as expressly permitted in this Section 2.8, this Agreement may be amended only by a written agreement signed by authorized representatives of the Parties to this Agreement. Disputes arising under this Agreement will be resolved in accordance with the version of this Agreement that was in effect at the time the dispute arose.

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## 3. Accounts and Customer's Responsibilities

**3.1. Account Registration.** Customer may access, and enable access of the Service for use by each Authorized User, solely for the internal business purposes of Customer and its Affiliates. In order to use the Service, Customer must complete the registration process with Re-Leased and create an Account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. To create an Account, Customer will be required to follow the prompts directed to Customer by email.

**3.2. Customer Responsibilities.** By using the Service, you are solely responsible and liable for:

- i.** the acts and omissions of all Authorized Users relating to this Agreement;
- ii.** all activities that occur under your account;
- iii.** ensuring that all Authorized Users' use of the Service is in compliance with this Agreement;
- iv.** maintaining the confidentiality of your accounts and passwords;
- v.** preventing unauthorized access to, or use of, your Account and the Service, and



notifying Re-Leased promptly if you become aware of any such unauthorized access or use; and



**vi.** the accuracy, quality and legality of all Customer Data, including without limitation providing all relevant notices to individuals, companies, and other entities and obtaining all relevant consents as required by applicable Laws, complying with individuals' requests under applicable privacy laws in respect of such Customer Data, and deleting Customer Data when it is no longer needed in connection with the Services.

**3.3. Customer Use Restrictions.** By using the Service, you agree that:

- i.** you will not allow use of the Service for the benefit of any third parties other than an Authorized User; furthermore, you will not allow any Authorized User's username or password to be used by more than one individual Authorized User; unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Service or Documentation;
- ii.** you will not use the Service in a way that unreasonably degrades the performance of the Service for Re-Leased or any of Re-Leased's users; if your use is unreasonable, you will be notified by Re-Leased and asked to comply with use of the Service that Re-Leased considers reasonable;
- iii.** each Authorized User shall keep a secure password, initially issued to it by Re-Leased, for use of the Service and Documentation; such password shall be changed no less frequently than every six months and each Authorized User shall keep their password confidential;
- iv.** if any password has been provided to any individual who is not an Authorized User, then without prejudice to Re-Leased's other rights, Re-Leased may promptly disable such passwords and Re-Leased has the right to refuse issuance of a new password to any such individual; and
- v.** you will maintain a written and up-to-date list of current Authorized Users and provide such list to Re-Leased within 5 business days of Re-Leased's written request at any time.



**3.4 Customer Prohibited Conduct.** By using the Service, you agree not to:

- i.** use the Service for any illegal purpose or in violation of any Laws;
- ii.** send or store infringing, obscene, threatening, or otherwise unlawful or tortious material or Malicious Code, including material that violates privacy rights;
- iii.** harass, threaten, demean, embarrass, or otherwise harm any other user of the Service;
- iv.** violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party Intellectual Property Rights;
- v.** interfere with security-related features of the Service, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- vi.** interfere with the operation of the Service or any user's enjoyment of the Service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other Malicious Code; (b) making any unsolicited offer or advertisement to another user of the Service; (c) collecting personal information about another user or third party without consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- vii.** sell, resell, license, sublicense, distribute, or otherwise transfer, make available, rent or lease any Service, or include any Service in a service bureau or outsourcing offering;
- viii.** attempt to gain unauthorized access to the Service in whole or in part or to its related systems or networks in a manner not set forth in the Documentation;
- ix.** interfere with or disrupt the integrity or performance of the Service in whole or in part or of third-party data contained therein;
- x.** permit direct or indirect access to or use of the Service in whole or in part in a way

that circumvents the contractual usage limits;



**xi.** copy the Service or any part, feature, function or user interface thereof or use the Service to access or use any of Re-Leased's intellectual property except as permitted under this Agreement or the Documentation, or remove any property notices or labels from the Service or Documentation;

**xii.** access the Service in whole or in part in order to build a competitive product or service or to benchmark with a product or service not developed or provided by Re-Leased, or in any way modify, translate, or create derivative works based on the Service;

**xiii.** frame or mirror any part of the Service, other than framing on Customer's own intranet or otherwise for its own internal business purposes as permitted in the Documentation;

**xiv.** reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms in whole or in part relevant to the Service or Documentation or data related to the Service (except to the extent such restriction is prohibited by law);

**xv.** perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth; or

**xvi.** attempt to do any of the acts described in this Section 3.4 or assist or permit any person in engaging in any of the acts described in this Section 3.4.

**3.5 Re-Leased's Rights.** Re-Leased shall not be liable for any loss or damage resulting from your failure to comply with this Section 3. Re-Leased is entitled to immediately upon notice, suspend provision of the Service where Re-Leased reasonably believes that Customer, Authorized Users and its and their Affiliates fail to comply with this Section 3 or threaten the security, integrity or availability of the Service which may impact any other users of the Service (including Re-Leased's other customers). Re-Leased shall not be liable for any breach of this Agreement which is caused by the suspension of provision of the Service. Customer shall remain liable for all fees due under this Agreement during the period of any suspension. Following resolution by Customer of the

issues that gave rise to the suspension, Re-Leased shall as soon as reasonably practicable reinstate the provision of the Service. If you believe that your account is no longer secure, then you must immediately notify us at [support@re-leased.com](mailto:support@re-leased.com).



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## 4. Proprietary Rights and Customer Data

**4.1. Reservation of Rights.** Customer acknowledges and agrees that this Agreement does not transfer to Customer any Intellectual Property Rights in the Software, Service, or Documentation. Re-Leased and its licensors own all right, title and interest in and to the Software, Service and Documentation (and any Intellectual Property Rights therein), and other Re-Leased Intellectual Property Rights. Subject to the limited rights expressly granted in accordance with this Agreement, Re-Leased reserves all rights, title and interest in and to the Software, Service, and Documentation, including all related Intellectual Property Rights.

**4.2. Feedback.** If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service (“**Feedback**”), then you hereby grant Re-Leased an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

**4.3. Customer Data.** As between Re-Leased and the Customer, the Customer shall own all right, title and interest in and to all Customer Data. To the extent that Customer Data is Personal Data that is subject to Applicable Data Protection Law and is processed on behalf of the Customer, Exhibit A shall apply to Re-Leased’s use of such Customer Data. For Re-Leased’s own business purposes, including to perform the Service, improve, develop and protect Re-Leased’s services, create new services and compliance with the law, Customer hereby grants to Re-Leased and its affiliates a worldwide, irrevocable, perpetual, royalty-free license to use all data made available to Re-Leased by or on behalf of Customer, including Customer Data.

**4.4 Aggregated Data.** Re-Leased owns the aggregated and statistical data derived from the operation of the Service and the Customer Data, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the “**Aggregated Data**”). Nothing in this

Agreement shall be construed as prohibiting Re-Leased from creating and utilizing the Aggregated Data for Re-Leased's own purposes, such as operating or improving Re-Leased's services, developing new services and offerings and identifying business trends, provided that Re-Leased's use of Aggregated Data will not include any Personal Data.



#### **4.5. Security:**

**4.5.1.** Re-Leased will implement appropriate technical and organizational measures to ensure a level of security appropriate to the Customer Data.

**4.5.2.** Customer acknowledges that Re-Leased's security measures are appropriate in relation to the risks associated with the Customer Data, and will notify Re-Leased prior to any intended use of the Services by the Customer or Authorized Users for which Re-Leased's security measures may not be appropriate.

**4.5.3.** If Re-Leased becomes aware of a confirmed Security Incident, Re-Leased shall inform Customer without undue delay. If such notification is delayed, it will be accompanied by reasons for the delay. Re-Leased shall further take such reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep Customer informed of all material developments in connection with the Security Incident.

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## 5. Fees and Taxes

**5.1. Service Fees.** Customer will pay all fees specified for the Service as agreed between Customer and Re-Leased in an Ordering Document or the service confirmation email sent by Re-Leased (the "**Fees**"). Fees for the Service will be invoiced to Customer, in accordance with the Ordering Document, relevant subscription or purchases made through the Service. Fees shall be due in accordance with the invoice issued by Re-Leased, as set forth in an Ordering Document or as otherwise set forth on the Service for the applicable subscription. Fees are charged in advance and are non-refundable. Notwithstanding Sections 8.1.2.iii and 9.1.v and unless required by law, Re-Leased will not provide refunds in connection with the Services. Unless otherwise agreed by the

Parties, payment shall be remitted from Customer's country of residence and all Fees are quoted and payable in the currency of the invoice.



**5.2. Account Usage Verification.** Re-Leased may monitor the usage of the Service on its hosted servers to validate the number of subscriptions and/or purchases made through the Service by Customer and/or its Authorized User. Re-Leased reserves the right to increase the Fees payable by the Customer based on the Customer's level of usage of the Service.

**5.3. Banking Fees.** Bank fees may be charged for currency conversion and international settlement, and your charge may still be subject to additional fees even if you are being charged by Re-Leased in your local currency. If your bank statement and/or credit card statement charge differs from your Re-Leased invoice, please contact your bank first. Re-Leased is not liable for any additional bank transaction fees that may be charged by your bank or intermediary institutions.

**5.4. Billing Information.** Customer shall provide Re-Leased with complete and accurate billing and contact information including a valid email address for receipt of invoices. Customer will pay Fees by credit card, direct debit, standing order or as otherwise agreed between Customer and Re-Leased. Customer should provide Re-Leased with a confirmation notice for each payment ("**Payment Notice**"). All Payment Notices and invoice inquiries can be directed to Re-Leased's Billing Department at [billing@re-leased.com](mailto:billing@re-leased.com). For the avoidance of doubt, this Agreement shall apply to any use of the Service, even if Service is being provided free of charge or on a trial basis.

**5.5. Overdue Payments.** If Customer fails to timely make any payment of Fees, Re-Leased may, in its sole discretion, take any or all of the following actions: (i) restrict or suspend Customer's access to the Services until all past-due payments are made, (ii) terminate this Agreement, or (iii) accelerate the payment of Fees such that all unpaid Fees shall be immediately payable. Re-Leased shall have the right to charge interest at the rate of 1.5% per month (or, if less, the highest rate permitted by law) on any late payments. Restriction or suspension of Customer's online access to the Service during period of non-payment shall have no effect on the Term of this Agreement nor on Customer's obligation to pay all Fees due.

**5.6. Taxes.** Customer is responsible for any applicable taxes, including, without limitation, any sales, use, levies, duties, or any value added or similar taxes payable with respect to Customer's use of the Service and assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in the Ordering Document, all fees, rates, and estimates exclude

sales taxes. If Re-Leased believes any such tax applies to Customer's use of the Service and Re-Leased has a duty to collect and remit such tax, the same may be set forth on an invoice to Customer unless Customer provides Re-Leased with a valid tax exemption certificate, direct pay permit, or multi-state use certificate, and shall be paid by Customer immediately or as provided in such invoice. Customer shall indemnify, defend, and hold harmless Re-Leased Entities against any and all actual or threatened claims, actions, or proceedings of any taxing authority arising from or related to the failure to pay taxes owed by Customer, except to the extent that any such claims, action, or proceeding is directly caused by a failure of Re-Leased to remit amounts collected for such purpose from Customer. Re-Leased is solely responsible for taxes based upon Re-Leased's net income, assets, payroll, property, and employees.

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## 6. Confidentiality

**6.1. Confidential Information.** Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Confidential Information**" of the Disclosing Party). Confidential Information includes (i) any software utilized by Re-Leased in the provision of the Service and its respective source code; (ii) Customer Data; (iii) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing Customers as "confidential" or "proprietary" or that the receiving party knows or should reasonably know is confidential or proprietary; and (iv) the terms, conditions, pricing and/or any discounts relating to this Agreement (but not its existence or parties).

**6.2. Exceptions.** Confidential Information will not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or

reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession.



**6.3. Compelled Disclosure.** A disclosure by the Receiving Party of Confidential Information of the Disclosing Party to the extent required by law shall not be considered a breach of this Agreement, provided the Receiving Party so compelled, promptly provides the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

**6.4. Non-Use and Non-Disclosure.** The Receiving Party shall not use or disclose any Confidential Information of the Disclosing Party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the Disclosing Party's prior written consent. Each party agrees to protect the Confidential Information of the other Party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

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## 7. Term and Termination

**7.1. Term.** This Agreement commences on the Effective Date and shall continue for the stated subscription period in accordance with the Ordering Document, relevant subscription or purchases made through the Service (the "Initial Term"). Unless otherwise terminated pursuant to Section 7.2 below, this Agreement shall automatically renew for additional one-year periods (each a "Renewal Term") following the expiration of the Initial Term or then current Renewal Term. "Term" collectively refers to the Initial Term and any subsequent Renewal Term. If either Party does not wish to automatically extend the Term, it must notify the other Party at least 30 days prior to the end of the then current Term by email. Re-Leased may renegotiate Fees between the Initial Term and any subsequent Renewal Term.

**7.2. Termination.** Customer may terminate this Agreement after the Initial Term for convenience by providing Re-Leased with 90 days prior notice by email. Re-Leased may terminate this Agreement



in the event Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default no less than 60 days after being notified in writing to make such payment.

Either Party may terminate this Agreement:

- i. upon thirty (30) days prior written notice to the other Party of a Material Breach by the other Party if such breach remains uncured at the expiration of such notice period; or
- ii. immediately upon written notice in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**7.3. Effect of Termination.** Termination for any reason shall not relieve Customer of the obligation to pay any Fees accrued or due and payable to Re-Leased prior to the effective date of termination and termination for any reason other than for uncured Material Breach by Re-Leased shall not relieve Customer of the obligation to pay all future amounts due. In the event the Agreement is terminated for any reason, access to Customer's Account will simultaneously be terminated. Upon any expiration or termination of this Agreement, the Customer shall, as of the date of such termination:

- i. immediately cease accessing and otherwise utilizing the Service, except as permitted under Section 7.4;
- ii. delete all Software installed on any Authorized User device; and
- iii. return and make no further use of any Documentation and other items (including all copies) belonging to Re-Leased.

**7.4. Retrieval of Customer Data.** Upon request by Customer made within 30 days after expiration or termination of this Agreement, Re-Leased will make all Customer Data available to Customer through the Service as a .csv file (or in such other format as is agreed between the Parties), solely for the purpose of Customer retrieving Customer Data, for a period of up to 30 days after such request is received by Re-Leased. After such period for retrieval of Customer Data, within 60 days after Customer's written request, Re-Leased will delete the Customer Data by deletion of Customer's Tenants; provided, however, that Re-Leased will not be required to remove copies of

the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, and provided further that in all cases Re-Leased will continue to protect the Customer Data in accordance with this Agreement. The foregoing deletion obligation will be subject to any retention obligations imposed on Re-Leased by applicable Laws.

**7.5. Survival.** Sections 1, 3.3, 3.4, 4.1, 4.2, 4.3, 4.4, 5, 6, 7.3, 7.4, and 8 through 12 survive expiration or termination of this Agreement.

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## 8. Indemnification

**8.1. Indemnification by Re-Leased.** Re-Leased shall defend, indemnify and hold the Customer harmless against any loss, damage or costs (including reasonable legal fees) in connection with any claim, demand, suit, or proceeding (“**Claim**”) made or brought against the Customer by a third party alleging that the use of the Service as contemplated in this Agreement infringes any Intellectual Property Right of such third party. Re-Leased will have the exclusive right to defend any such Claim, action or allegation and make settlements thereof at its own discretion, and Customer may not settle or compromise such Claim, action or allegation, except with prior written consent of Re-Leased; provided, however, that the Customer

- i.** gives prompt written notice to Re-Leased of any such Claim, action or allegation of infringement;
- ii.** gives Re-Leased the assistance, authority and information as Re-Leased may reasonably require to settle or oppose such Claim; and
- iii.** does not admit any liability or agree to any settlement or compromise of an indemnified Claim without the prior written consent of Re-Leased.

**8.1.1. Exceptions to Indemnification.** Re-Leased will not be responsible for any settlement it does not approve in writing. The foregoing indemnity obligation does not apply with respect to:

- i.** portions or components of the Service that are not supplied by Re-Leased or modified after delivery by Re-Leased;

ii. portions or components of the Service that are modified by the Customer or an Authorized User in conflict with the Customer's obligations or as a result of any prohibited activity as set forth in this Agreement;

iii. portions or components of the Service made in whole or in part in accordance with Customer specifications;

iv. use of the Service in combination with any other product or service not developed or provided by Re-Leased or combined with other products, processes, data or materials where the alleged infringement relates to such combination;

v. where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or

vi. where Customer's use of the Service is inconsistent with the Documentation or is not strictly in accordance with this Agreement.

**8.1.2. At Re-Leased's Option.** If the Service is held by a court of competent jurisdiction to be or is believed by Re-Leased to be infringing, Re-Leased may, at its option and expense:

i. replace or modify the Service to be non-infringing, provided that such modification or replacement contains substantially similar features and functionality;

ii. obtain for Customer a license to continue using the Service; or

iii. if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a prorated refund of any prepaid, unused fees for the Service.

**8.1.3. Exclusive Remedy.** If none of the foregoing options are available to Re-Leased in  sole discretion, then use of the Service may be terminated at the option of Re-Leased. Re-Leased's sole liability shall be to refund any prepaid fees for the Service that was to be provided after the effective date of termination. THIS SECTION 8.1 STATES THE ENTIRE LIABILITY OF RE-LEASED, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY RE-LEASED OR ITS SERVICE OR ANY PART THEREOF.

**8.2. Indemnification by Customer.** To the fullest extent permitted by law, subject to Re-Leased obligations in Section 8.1, you are responsible for your use of the Service, and you will defend and indemnify Re-Leased and its officers, directors, employees, consultants, agents, affiliates, shareholders, partners, successors, and permitted assigns (together, the "**Re-Leased Entities**") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with:

- i.** your use of the Service;
- ii.** your breach of this Agreement or any applicable law or regulation;
- iii.** your violation of any third party right, including any Intellectual Property Right or publicity, confidentiality, other property, or privacy right; or
- iv.** any dispute or issue between you and any third party.

Re-Leased reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those Claims

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## 9. Warranties and Disclaimers

**9.1. Re-Leased Warranties.** *Re-Leased represents and warrants, and covenants that:*

- i.** It has the authority to enter into this Agreement and, in connection with its performance of this Agreement, will comply with all applicable Laws related to data privacy, international communications and the transmission of technical data or Personal Data;
- ii.** in entering into this Agreement, it has not committed any Prohibited Act;
- iii.** the functionality of the Service will not be materially decreased when viewed in the aggregate;
- iv.** the Service will be made available during the Term in a professional, competent manner in accordance with this Agreement and the Documentation; and;
- v.** it shall correct the non-conforming Service at no additional charge to Customer, or in the event Re-Leased is unable to correct such deficiencies after good-faith efforts, Re-Leased shall refund Customer amounts paid that are attributable to the defective part of the Service from the date Re-Leased received such notice. Notwithstanding the foregoing, Re-Leased is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Service and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

To receive warranty remedies, Customer must promptly report deficiencies in writing to Re-Leased at [support@re-leased.com](mailto:support@re-leased.com), but in any case, no later than 10 days of the date the deficiency is first identified by Customer.

**9.2. Customer Warranties. Customer represents and warrants, and covenants that:**

- i.** it has the authority to enter into this Agreement;
- ii.** it has conducted its own due diligence into the Service to ensure that the functionality provided by the Service meets Customer's requirements;
- iii.** it will not, in connection with this Agreement, including its use of or access to the Service, engage in, encourage, or permit prohibited conduct described in Section 3 or any conduct that violates or would violate any Laws, rule, or regulation, or any right of any third party;

**iv.** it will comply with all applicable Laws related to data privacy, international communication and the transmission of technical data or Personal Data;

**v.** in entering into this Agreement, it has not committed any Prohibited Act; and

**vi.** any and all Customer Data is accurate and complete in all respects and does not infringe the Intellectual Property Rights of any third party.

**9.3. DISCLAIMER OF WARRANTY.** THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 9.3 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. RE-LEASED DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT RE-LEASED IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW. THE SERVICE AND ALL CONTENT AVAILABLE THROUGH THE SERVICE IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. RE-LEASED DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. RE-LEASED DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND RE-LEASED DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES AND AGREES THAT RE-LEASED DOES NOT PROVIDE LEGAL SERVICES, AND IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO USE OF THE RE-LEASED SERVICE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM THE SERVICE OR RE-LEASED ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE RE-LEASED ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND CUSTOMER'S DEALING WITH ANY OTHER SERVICE USER. CUSTOMER UNDERSTANDS AND AGREES THAT USE OF ANY PORTION OF THE SERVICE IS AT CUSTOMER'S OWN DISCRETION, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER PROPERTY (INCLUDING ANY CUSTOMER COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA (INCLUDING CUSTOMER DATA).



## 10. Limitation of Liability

**10.1** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RE-LEASED ENTITIES OR CUSTOMER BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO CUSTOMER'S ACCESS TO OR USE OF, OR CUSTOMER'S INABILITY TO ACCESS OR USE, THE SERVICE OR SOFTWARE OR CONTENT ON THE SERVICE, AS WELL AS ANY LOSS OR DAMAGE OF DATA (INCLUDING CUSTOMER DATA) AND INFORMATION, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY RE-LEASED ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

**10.2** TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE CUSTOMER'S PAYMENT OBLIGATIONS, THE AGGREGATE LIABILITY OF THE RE-LEASED ENTITIES OR CUSTOMER TO THE OTHER PARTY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT CUSTOMER HAS PAID TO RE-LEASED FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM; OR (B) ONE THOUSAND UNITED STATES DOLLARS (US\$1,000).

**10.3** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 10 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**10.4** Nothing in this Agreement will exclude, limit or restrict either party's liability for (a) death or personal injury resulting from the negligence of that party or its officers, agents, employees or  contractors; (b) fraud or fraudulent misrepresentation, or (c) any other matter in respect of which liability cannot by applicable law be limited.

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## 11. Dispute Resolution, Governing Law and Jurisdiction

**11.1 Negotiation.** If there is a dispute between the Parties arising out of or otherwise relating to this Agreement, the Parties agree to promptly meet in good faith to try to resolve such dispute. If such dispute is not resolved by the Parties within 30 days following the date on which either Party provided written notice of such dispute to the other Party, the dispute shall be escalated to the senior management of each Party for resolution. If the dispute is not resolved in accordance with such procedures within 90 days following the date on which either Party provided written notice of such dispute to the other Party, this Agreement shall be subject to mediation as set forth in Section 11.2 below.

**11.2 Mediation.** The Parties shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the Parties mutually agree otherwise to a different location, shall be administered by JAMS ([jamsadr.com](http://jamsadr.com)) in New York, New York, USA. A request for mediation shall be made in writing, delivered to the other Party to the Agreement, and filed with the person or entity administering the mediation. The Parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation must be made in writing and signed by the Parties to be enforceable as settlement agreements in any court having jurisdiction thereof. If the dispute cannot be resolved through mediation, then either Party may refer the dispute for adjudication as set forth according to Section 11.3 below.

**11.3 Governing Law and Jurisdiction.** Where disputes between the Parties have not been resolved through good faith negotiation as set forth in Section 11.1 or mediation as set forth in Section 11.2, the



Parties agree to the governing law and jurisdiction based on the location of the Customer as follows:



**i. United States.** If you live in (or, if you are a business, your principal place of business is in) the United States, the laws of the state of New York govern all claims, regardless of conflict of laws principles. The Parties irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in New York, New York, USA for all disputes arising out of or relating to this Agreement.

**ii. Canada.** If you live in (or, if you are a business, your principal place of business is in) Canada, the laws of British Columbia, Canada govern all claims. The Parties irrevocably consent to the exclusive jurisdiction and venue of the courts in Vancouver, British Columbia, Canada for all disputes arising out of or relating to this Agreement.

**iii. United Kingdom and Europe.** If you live in (or, if you are a business, your principal place of business is in) the United Kingdom or Europe, the laws of the England and Wales govern all claims. The Parties irrevocably consent to the exclusive jurisdiction and venue of the courts in London, England, for all disputes arising out of or relating to this Agreement.

**iv. Australia.** If you live in (or, if you are a business, your principal place of business is in) Australia, the laws of Australia govern all claims. The Parties irrevocably consent to the exclusive jurisdiction and venue of the courts in Melbourne, Victoria, Australia, for all disputes arising out of or relating to this Agreement.

**v. New Zealand.** If you live in (or, if you are a business, your principal place of business is in) New Zealand, the laws of New Zealand govern all claims. The Parties irrevocably consent to the exclusive jurisdiction and venue of the courts in Auckland, New Zealand, for all disputes arising out of or relating to this Agreement.

**vi. All Other Countries.** If you live in (or, if you are a business, your principal place of business is in) a country other than the United States, Canada, the United Kingdom, Australia, New Zealand or any country in Europe, the laws of the state of New York, USA govern all claims, regardless of conflict of laws principles. The Parties irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in New York, New York, USA for all disputes arising out of or relating to this Agreement.



## 12. Miscellaneous

**12.1. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter hereof. In the event of a conflict, the provisions of any Ordering Document, subscriptions, or purchases through the Service shall take precedence over provisions of the body of this Agreement.

**12.2. No Waiver.** The failure to exercise or delay in exercising a right or remedy provided to a Party under this Agreement shall not constitute a waiver of that right or remedy, and no waiver by a Party of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision.

**12.3. Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**12.4. Headings.** The headings in this Agreement are for ease of reference and are not to be deemed to be part of this Agreement or to be taken into consideration in the interpretation or construction of this Agreement.

**12.5. Third Parties.** No term of this Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a party to the Agreement (whether under the Contracts (Right of Third Parties) Act 1999 or otherwise).

**12.6. Relationship of the Parties.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Re-Leased in any respect whatsoever. Any person, entity or party who is not a Party to this Agreement has no right to enforce or to enjoy the benefit of any term of this Agreement.



**12.7. Publicity.** Customer permits Re-Leased to use the Customer's name and logo in press releases, customer lists, marketing materials, financial reports and on its website indicating that Customer is a customer of Re-Leased, and Customer agrees that Re-Leased may use its name and logo in such a manner. Customer further agrees to work with Re-Leased to provide a customer success story within 12 months of using the Service.

**12.8. Non-Solicitation.** During the Term and for 12 months thereafter, Customer will not recruit or employ, either directly or indirectly, a member of Re-Leased's staff, except with Re-Leased's prior written consent. In the event of Customer's violation of this Section, Customer must immediately pay Re-Leased a lump-sum payment equivalent to the hired employee's compensation for one year.

**12.9. Assignment.** Customer may not assign, novate or otherwise transfer any of its rights or obligations in accordance with this Agreement, whether by operation of law or otherwise, without the prior written consent of Re-Leased (which will not be unreasonably withheld). Any attempt by the Customer to assign, novate or otherwise transfer its rights or obligations under this Agreement in breach of this Section 12.8 shall be void and of no effect. Re-Leased may assign, novate or transfer all of its rights or obligations in accordance with this Agreement to any of its Affiliates. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

**12.10. Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy, available at <https://global.re-leased.com/privacy-policy>. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

**12.11. Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after sending by email with electronic confirmation of receipt. Notices to Re-Leased shall be addressed to [support@re-leased.com](mailto:support@re-leased.com). Notices to the Customer shall be addressed

to the party set forth under the applicable Ordering Document, subscriptions, or purchases through the Service. Each Party may modify its recipient of notices by providing notice pursuant to this Agreement.

**12.12. Remedies.** No remedy provided in this Agreement shall be deemed exclusive of any other remedy that a Party may have at law or in equity unless it is expressly stated herein that such remedy is exclusive. Each Party recognizes that the unauthorized disclosure of Confidential Information may cause irreparable harm to the other Party for which monetary damages may be insufficient, and in the event of such disclosure, such other Party shall be entitled to seek an injunction, temporary restraining order, or other provisional remedy as appropriate without being required to post bond or other security. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorneys' fees.

**12.13. Prevention of Corruption.** If a Party or any subcontractor of that Party (or anyone employed by or acting on behalf of any of them) or any of its or their agents commits any Prohibited Act, that act shall be considered a Material Breach subject to the termination provisions of Section 7.2. Depending on the circumstances of the breach, such remedy may include, but shall not be limited to one or more of the following:

- i. the termination of employment (or instruction, if a subcontractor) of the person(s) committing the Prohibited Act;
- ii. if necessary, procuring the continued performance of the Agreement (in Re-Leased's case, the Service) by another person(s); and
- iii. an undertaking by a sufficiently senior executive (director level or above) to ensure that the Prohibited Act has been fully investigated and remedied, to the reasonable satisfaction of the innocent Party.

**12.14. Force Majeure.** Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable in accordance with this Agreement) where the delay or failure results from any cause beyond its reasonable control (a "**Force Majeure Event**"), including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures,

earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, or computer attacks or malicious acts, such as attacks on through the internet, any internet service provider, telecommunications or hosting facility. This limitation of liability will not apply to any event where the Party itself is the cause of the event. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any Force Majeure Event.

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**Re-Leased is cloud-based property management software that makes life easier for property managers and owners.**

## **Resources**

Careers

Home

Terms & Conditions

Privacy Policy

## **Features**

Benefits

Support & FAQ

Contact

Partner

Xero

Commercial

## **Set Location**

Global

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New Zealand

United Kingdom

USA

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