

# RentScore Africa Limited

## Terms and Conditions

### INTRODUCTION TO OUR SERVICES

RentScore is a product of RentScore Africa Limited, a limited liability company registered under the laws of the Republic of Kenya with registration number **PVT-JZULVKE**.

If you use any of our Services, you agree to comply with and be bound by these Terms. These Terms are binding on any use of the Service and apply to you from the time you access any of our platforms and services.

These Terms are not intended to answer every question or address every issue raised by the use of the Service. It is Your obligation to ensure that You have read, understood and agree to the most recent Terms.

By accessing our website, link or mobile application and registering to use the service, you acknowledge that you have read and understood these Terms and have the authority to act on behalf of any person for whom You are using the Service. You are deemed to have agreed to these Terms on behalf of any entity for whom you use the Service.

The company reserves the right to change these Terms at any time and you are bound by such changes.

### DEFINITIONS

**“Data”** means any data input or imported by You or with Your authority into the Website or Mobile App.

**“Intellectual Property Rights”** means any registered or unregistered design rights, patents, copyright, database rights, data protection rights, trademarks, service marks, moral rights, know-how and any other intellectual or industrial property rights, anywhere in the world.

**“Invited User”** means any person or entity, other than the Subscriber, that uses the Service with the authorization of the Subscriber from time to time.

**“Service”** means the online business software services made available (as may be changed or updated from time to time by The Company ) via the MobileApp/Website or other applications.

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

**“Subscription Fee”** means the monthly or annual subscription fee (excluding any taxes and duties) payable by You in accordance with the pricing set out on the App/MobileApp/Website (which The Company may change from time to time).

**“Terms”** means the Terms and Conditions of Use herein.

**“The Company”** or **“We”** or **“RentScore”** refers to RENTSCORE AFRICA LIMITED which expression shall where the context so admits include its successors in title and assigns.

**“MobileApp/Website or other applications”** means any of the images, written material, databases, software or other material available at any MobileApp/Website owned or operated by The Company. This includes any website application or mobile applications available on the Apple App Store, Google Play Store or Windows Phone Marketplace which is owned or operated by The Company.

**“You”** means the Subscriber, and where the context permits, an Invited User. **“Your”** has a corresponding meaning.

## **CONDITIONS CONSTITUTING AGREEMENT**

These Conditions as varied from time to time constitute the Agreement between You and The Company:

### **1. Privacy Policy and Data Security**

**1.1** Your privacy is important to us. Our [Privacy Policy](#) forms part of these Terms.

**1.2** If You provide RentScore with personal information about someone else, you must ensure that you are authorized to disclose that personal information to RentScore in accordance with applicable data protection or privacy laws. (Kenya Data Protection Act 2021)

### **2. Access Conditions**

**2.1** RentScore grants You the right to access and use the MobileApp/Website and Services with the user roles according to your Subscription. This right is non-exclusive and non-transferable and is limited by and subject to this agreement. You must only use the MobileApp/Website and Services for your own lawful internal business purposes.

**2.2** You will ensure that all usernames and passwords required to access the MobileApp/Website are kept secure and confidential. You should immediately notify RentScore of any unauthorized use of your passwords or any other breach of security and RentScore will reset your password.

**2.3** When accessing and using the MobileApp/Website You must:

**2.3.1** not attempt to undermine the security or integrity of RentScore computing systems or networks or the MobileApp/Website;

- 2.3.2 not use, or misuse, the MobileApp/Website in any way which may impair the functionality of the MobileApp/Website or Services, or impair the ability of any other user to use the MobileApp/Website or Services;
- 2.3.3 not attempt to gain unauthorized access to the computer system on which the MobileApp/Website is hosted or to any materials other than those to which you have been given express permission to access;
- 2.3.4 not transmit or input into the MobileApp/Website any files that may damage any other person's computing devices or software; content that may be offensive; or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use);
- 2.3.5 not modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer the Services, MobileApp/Website or any software applications included in the MobileApp/Website, as part of the MobileApp/Website, and for the purposes made available on the MobileApp/Website only;
- 2.3.6 only access the MobileApp/Website manually. The use of automated agents, robots, or automated software, other than search engine spiders, to view the site is forbidden;
- 2.3.7 not attempt to build a copy of our data.

### **3. Intellectual Property Rights**

- 3.1** All Intellectual Property Rights in all the material which comprises the MobileApp/Website including, but not limited to, design, structure, layouts, graphical images and underlying source code belong to RentScore. All rights are reserved.
- 3.2** You acknowledge that except as otherwise agreed between the parties in writing; all Intellectual Property Rights of RentScore and the MobileApp/Website shall remain with RentScore.
- 3.3** If you submit any content to any public area of RentScore, including blogs, message boards, and forums, you must ensure that such material is not defamatory or offensive, untrue, racially offensive or an incitement to racial hatred or otherwise in breach of an individual's right to privacy or human rights or actionable in law in any jurisdiction. In the event that you do submit such material to the MobileApp/Website, RentScore reserves the right to remove it without reference to you and co-operate with any investigation by the authorities or court order relating to it, any and all consequences that may directly or indirectly follow will be entirely your responsibility not the responsibility of RentScore. You agree to indemnify and hold RentScore harmless from any action or consequences that may arise in such circumstances, including any claims by third parties.

**3.4** By submitting content to any public area of RentScore, including blogs, message boards, and forums, You grant RentScore a royalty-free, perpetual, irrevocable, non-exclusive right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. You also permit any subscriber to access, display, view, store and reproduce such content for personal use.

**3.5** By submitting content You warrant that You are entitled to and have all necessary Intellectual Property Rights over that content.

3.5.1. Trademark Notice <https://rentscore.africa/> RentScore and the RentScore logo are trademarks of RentScore Africa Limited.

3.5.2. Third-Party MobileApp/Websites, Goods and Services

**3.6** RentScore provides content from and links to third-party MobileApp/Websites that are not affiliated with or endorsed by RentScore (although RentScore branding, advertisements or links may appear on these MobileApp/Websites) and RentScore may send e-mail messages to You containing advertisements or promotions including links to third parties. RentScore has no responsibility for the content of a linked MobileApp/Website and makes no representation as to the quality, suitability, functionality or legality of any third-party MobileApp/Websites which we link to, or to any goods and services available from such MobileApp/Websites.

**3.7** All matters concerning goods and services that you purchase from a third-party MobileApp/Website including all contract terms are solely between You and the owner of that MobileApp/Website. RentScore will not be liable for any costs or damages to You or any third party arising directly or indirectly out of any third-party MobileApp/Website. You hereby waive any claim You might have against RentScore with respect to any such MobileApp/Website(s).

## **4. Disclaimer of Warranties**

**4.1** You acknowledge that:

4.1.1 We have no control over a tenant's behaviour and therefore cannot guarantee 100% rent collection. The screening process and report generated are based on the information submitted by the tenant which includes among others, an assessment of a tenant's history as well as the affordability of the rent for the property they wish to move into. Whilst every care is taken to authenticate the information relayed by the tenant, no warranties or guarantees are extended to the landlord, caretaker, property manager, agent or the recipient of the tenant screening report as far as a tenant's behaviour or payment trends are concerned presently and in the future.

- 4.1.2 You are authorized to access and use the MobileApp/Website;
  - 4.1.3 If You are using the MobileApp/Website on behalf of or for the benefit of any organization, then RentScore will assume that You have the right to do so. The organization will be liable for your actions including any breach of these Terms;
  - 4.1.4 You warrant that where You have registered to use the MobileApp/Website on behalf of another person You have the authority to agree to these terms on behalf of that person and agree that by registering to use the MobileApp/Website You bind the person on whose behalf you act to the performance of any and all obligations that You become subject to by virtue of these terms without limiting your own personal obligations under these terms;
  - 4.1.5 The provision of, access to, and use of, the MobileApp/Website is on an “as is, where is” basis and at your own risk;
  - 4.1.6 RentScore does not guarantee the availability of the MobileApp/Website or services offered on the MobileApp/Website and does not warrant that the use of the MobileApp/Website will be uninterrupted or error-free. Among other things, the operation and availability of the systems used for accessing the MobileApp/Website, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the MobileApp/Website. RentScore is not in any way responsible for any such interference that prevents your access or use of the MobileApp/Website.
  - 4.1.7 It is your sole responsibility to determine that the MobileApp/Website meets the needs of your business.
  - 4.1.8 You remain solely responsible for complying with all applicable accounting, tax and other laws. It is your responsibility to check that storage of and access to your Data via the Software and the MobileApp/Website will comply with laws applicable to you (including any laws requiring you to retain records).
  - 4.1.9 RentScore reserves the right to revise, change, modify, delete or suspend the content of any part of the MobileApp/Website and/or any of the services it provides on the MobileApp/Website without notice at any time in its sole discretion.
- 4.2 RentScore gives no warranty about the MobileApp/Website including its accuracy, adequacy or completeness. Without limiting the foregoing, RentScore does not warrant that the MobileApp/Website will meet your requirements or that it will be suitable for your purposes. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law including, without limitation, warranties of merchantability, fitness for purpose, title and non-infringement.

## **5 Application Performance**

**5.1** RentScore denies all liability for the timely operation of the MobileApp/Website when used within an Internet environment, where You or a third party is providing the computer equipment upon which the product is to reside or depend upon for any part of its functionality.

**5.2** By accepting these Terms You confirm your understanding that the timely operation of the Internet and the World Wide Web is governed by constraints beyond the control of RentScore. You accept that RentScore is not liable for the perceived slow operation of the MobileApp/Website.

## **6 Subscriptions**

**6.1** RentScore charges subscription fees based on its own algorithm which may in time change. The said fee should be paid at the beginning of every month (or agreed date) failure to which RentScore is entitled to restrict or suspend a subscription until payment is made.

## **7 Termination Remedies**

**7.1** RentScore is entitled to restrict, suspend or terminate your subscription or deny You access to the MobileApp/Website without notice in its sole discretion.

**7.2** RentScore shall be entitled to disclose your user identity and details if required or requested by the courts or other law enforcement authorities and/or agencies or in such other circumstances as RentScore in its sole discretion considers reasonably necessary or appropriate.

**7.3** You may terminate this contract if you are unsatisfied with our product or services by ending your subscription with RentScore on this MobileApp/Website.

## **8 Indemnity**

**8.1** You indemnify RentScore against all claims, costs, damage and loss arising from your breach of any of these Terms or any obligation You may have to reimburse RentScore, including but not limited to any costs relating to the recovery of any Subscription Fee that has not been paid by You.

**8.2** Your use of any information or materials on this MobileApp/Website is entirely at your own risk, for which RentScore shall not be liable. It shall be your responsibility to ensure that the MobileApp/Website, its products, services and information, meet your specific requirements.

## **9 Data Ownership**

**9.1** Ownership of the Data belongs to the Subscriber.

**9.2** You will indemnify RentScore against any claims or losses relating to:

**9.2.1** RentScore 's refusal to provide any person access to Your information or Data in accordance with these Terms,

9.2.2 RentScore's making available information or Data to any person with your authorization

9.3 Access to the Data is contingent on full payment of the Subscription Fee when due. You grant RentScore a licence to use, copy, transmit, store and back up Data for the purposes of enabling You to access and use the MobileApp/Website and for any other purpose related to the provision of any services to You.

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

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

## **10 Limitation of Liability**

**10.1** To the maximum extent permitted by law, RentScore excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss, but not limited to, of information, Data, profits, savings, business or business opportunities, or goodwill) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or MobileApp/Website even if RentScore is advised of the possibility of such loss or damage.

**10.2** If any loss is caused by You or by a third party given a right of access to the MobileApp/Website by You, RentScore shall have no liability for that loss.

**10.3** If You are not satisfied with the Service, Your sole and exclusive remedy is to terminate these Terms.

## **11 Support**

**11.1** RentScore aims to respond to all software support queries within 48 hours of them being raised but does not warrant that this will be the case.

**11.2** Support is not intended to deal with any questions relating to accountancy, taxation or company law. Our support agents will only help You learn how to use our Services.

**11.3** The support service is intended to provide timely, informal help and as such, any reliance placed upon it is at Your risk. Any opinions or statements made by a support agent should be checked with a relevant professional. To the fullest extent permissible by law RentScore does not accept any responsibility for the opinions or statements expressed

by its support agents. Without this limitation of liability, we would not be able to provide this service.

**11.4** You agree that RentScore employees will from time to time be required to access Your Data for legitimate business purposes, such as to assist You with a support query or to investigate or resolve an issue raised by You.

## **12 Force Majeure**

**12.1** Neither party is liable for delay in meeting its obligations due to any cause outside its reasonable control including acts of God, pandemic, riot, war, malicious acts of damage, fires, electricity supply failure, or Government authority.

## **13 Survival**

**13.1** Should any provision of these Terms be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby. If any provision is determined to be unenforceable, You agree to a modification of such provision to provide for enforcement of the provision's intent, to the extent permitted by applicable law.

## **14 Absence of Waiver**

**14.1** Any failure or delay by RentScore to enforce any of the Terms or to exercise any right under the Terms will not be construed as a waiver to any extent of its rights.

## **15 Right to Assign**

**15.1** RentScore may assign its rights and obligations under these Terms and upon such assignment, RentScore shall be relieved of any further obligation under these Terms. You may not assign or transfer any rights or obligations to any other person without RentScore's prior written consent.

## **16 Entire Agreement**

**16.1** These Terms and the [Privacy Policy](#) supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and RentScore.

## **17 Confidentiality**

**17.1** Unless the relevant party has the prior written consent of the other or unless required to do so by law each party will preserve the confidentiality of all confidential information of the other obtained in connection with these Terms. Neither party will, without the prior consent of the other, disclose or make any confidential information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.

## **18 Rights of Third Parties**

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



## **19 Notices**

**19.1**Any notice given under these Terms by either party to the other must be by email and will be deemed to have been given on transmission. Notices to RentScore must be sent to [info@rentscore.africa](mailto:info@rentscore.africa) or to any other email address notified by email to You by RentScore. Notices to You will be sent to the email address which You provided when setting up Your access to the Service.

## **20 Governing Law and Jurisdiction**

**20.1**The laws of Kenya govern these Terms. By accessing the MobileApp/Website you consent to these Terms and to the exclusive jurisdiction of the Kenyan courts in all disputes arising out of such access.

**Last updated December 06, 2022**