



Terms of MySouthside Use

MySouthside is operated by Southside Housing Association, a Scottish Charity (Scottish Charity Number SC036009), a registered society under the Co-operative and Community Benefit Societies Act 2014 with Registered Number 1694R(S) and having their Registered Office at 135 Fifty Pitches Road, Glasgow G51 4EB. Southside Housing Association is regulated by the Scottish Housing Regulator.

These terms of use (together with the documents referred to in them) tells you the terms of use on which you may make use of MySouthside, Use of MySouthside includes accessing, browsing, or registering to use the application.

By using MySouthside you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use the MySouthside.

Other Applicable Terms

Access to and use of MySouthside by you is subject to:

The general terms and conditions of the Southside Housing Association website.

- **Our Fair Processing Notice** which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the portal, you consent to such processing and you warrant that all data provided by you is accurate.

Changes and Information

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

We may modify update or discontinue MySouthside from time to time without liability, and may change the content at any time. Although we make reasonable efforts to update the information on MySouthside, we make no representations, warranties or guarantees, whether express or implied, that the content on the portal is accurate, complete or up-to-date. We do not guarantee that MySouthside, or any content on it, will be free from errors or omissions.

Your Account and Password

Access to and use of the secure portal is restricted to authorised customers only. Unauthorised individuals attempting to access these areas of MySouthside may be subject to prosecution.

If you receive any user identification code or passwords or are asked to provide such information (as the case may be) as part of our security procedures you must treat such information as confidential. You must not release such information to any third party without our written permission.

We reserve the right to refuse any application to open an account and/or to suspend and/or terminate any account at any time at our sole discretion and without providing you with reasons for our decision if it transpires that any information you may have provided to us is untrue, inaccurate, incomplete, out of date or otherwise misleading, or if you fail to provide us with any information which we may reasonably request from you in order to verify any details which you may have provided to us. We also have the right to disable any user identification code, password or other security information (whether chosen by you or allocated by us), at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use and the other applicable terms.

If you know or suspect that anyone other than you knows your user identification code or password or other security information, you must promptly contact us at enquiries@southside-ha.co.uk. You are responsible for ensuring that all persons who access MySouthside through your internet connection and/or on your behalf are aware of these terms of use and the other applicable terms and conditions, and that they comply with them.

You warrant the accuracy of all information which you or anyone acting on your behalf shall input into MySouthside.

You shall be responsible for the inputting or safekeeping (as the case may be) of any data, passwords or other information of any nature entered on MySouthside. If we release reports or other information to a party who uses correct data, passwords or other information, we shall be under no liability whatsoever for such release unless it can be shown that we were negligent in disclosing the data, figures, passwords reports or other information without proper production of such data, password or other information. The burden of proving we were negligent in the disclosure shall rest with you.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in MySouthside, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. These works shall not be used except as provided in these terms of use or as directed on MySouthside without our written permission. We do not warrant or represent your use of material displayed on MySouthside will not infringe the rights of third parties.

Our status (and that of any identified contributors) as the authors of content on the MySouthside must always be acknowledged. MySouthside may contain other proprietary notices and copyright information, the terms of which must be observed and followed.

You are permitted to print and download extracts from MySouthside for your own use on the basis that no documents on MySouthside are modified in any way, no graphics are used separately from the corresponding text, and copyright and trademark notices appear in all copies.

No Reliance on Information

The content on MySouthside is provided for information only. It is not intended to amount to advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on MySouthside.

The information on MySouthside is updated at the end of each business day and is current up to the date shown at the top of the rent statement page. Information on MySouthside is subject to change and later entries (including payments and/or deductions) throughout the day may not be reflected. Southside Housing Association does not guarantee the accuracy or completeness of any information and is under no obligation to update any section of MySouthside.

Limitation of Our Liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to MySouthside or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, MySouthside; or use of or reliance on any content displayed on MySouthside. Please note that in particular, we will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of MySouthside or to your downloading of any content on it, or on any website linked to it.

Applicable law

The laws of Scotland govern these conditions of use, and you agree that the Scottish courts shall have exclusive jurisdiction in any dispute.

Use of Information and User Content

By continuing to use MySouthside you hereby give us authority to use the information supplied by you for the purpose of providing and supporting the services offered through Southside Housing Association's website. If you are a tenant and providing information in relation to your tenancy, then the information supplied by you may be passed to relevant business areas within Southside Housing Association or its subsidiary and contractors or subcontractors providing a service to you on behalf of Southside Housing Association.

Other than personally identifiable information which is governed by our Privacy Policy, any material (Information) you transmit or post to MySouthside shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material.

You grant us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish translate and distribute your Information in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

We shall be free to copy, disclose, distribute, incorporate and otherwise use such Information and all date, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

You are prohibited from posting or transmitting to or from MySouthside any material:

- That is, in our opinion, threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
- For which you have not obtained all necessary licences and/or approvals; or
- Which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world.

Notwithstanding our rights under this section of the terms we do not undertake to monitor the submission of such content, or the publication of Information on MySouthside. The views expressed by other users on our site do not represent our views or values.

Viruses

We do not guarantee that MySouthside will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access MySouthside. You should use your own virus protection software.

You must not misuse MySouthside by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to MySouthside, the server on which the portal is stored or any server, computer or database connected to MySouthside. You must not attack MySouthside via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use MySouthside will cease immediately.

Hyperlinks

Links to third party websites (if any) are provided solely as a convenience to you. If you use these links, you will leave MySouthside. When you access a non-Southside Housing Association website, please understand that it is independent from us and any of our subsidiary organisations and that we have no control over the content of that website. In addition, a link to a non-Southside Housing Association website does not mean that we endorse or make any representation about them, or any information, software or other products or materials found there or accepts any responsibility for the content or the use of

such website. If you decide to access any of the third party websites linked to MySouthside, you do this entirely at your own risk.



Conclusion

Thank you for your attention

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