

# **Terms and conditions**

## **Flatties Limited (Flatties)**

These terms apply to Flatties.co.nz

Flatties.co.nz (Flatties) is an online platform dedicated to connecting property owners with renters. Our services include:

- Listing Properties: Property owners can list rooms or rental properties, providing details and images to help potential renters find suitable accommodation.
- Finding Accommodation: Renters can browse listings, communicate with property owners, and arrange rentals through our platform.
- Managing properties: Property owners can easily manage their listings through the Flatties platform. This includes but is not limited to updating details, modifying availability, adding or changing images, managing rooms rented and removing listings once a property has been rented or are no longer available.

**By using Flatties, you agree to be bound by these terms and conditions. It is essential to read and understand them, as they govern your use of our platform and services.**

## **Definitions**

For clarity, the following definitions apply throughout these terms and conditions:

- "Platform" refers to the Flatties website and any related services.
- "User" refers to anyone who accesses or uses the Flatties platform, including property owners and renters.
- "Content" refers to any information, data, text, images, or other materials uploaded or shared on the platform.
- "Intellectual Property" refers to creations of the mind, such as inventions, literary and artistic works, designs, symbols, names, and images used in commerce. On the Flatties platform, this includes, but is not limited to, trademarks, logos, software, website design, text, graphics, and any content created or owned by Flatties or its users.
- "Personal Information" refers to any information that relates to an identified or identifiable individual. This includes, but is not limited to, names, addresses, email addresses, phone numbers, payment information, and any other data that can be used to identify or contact a person. Flatties collects and processes personal information in accordance with our Privacy Policy. Flatties reserves the right to modify these terms and conditions at any time. While we will strive to notify users of significant changes, it is ultimately the responsibility of users to review the terms periodically. Continued use of the platform after any changes constitutes acceptance of the updated terms.

### **1. Account**

#### **1.1 Account Registration**

To use Flatties, users must register for an account by providing accurate and truthful personal information. Eligibility criteria must be met, and users are responsible for ensuring that the details provided during registration are current and correct.

#### **1.2 Account Verification**

Flatties may require users to undergo a verification process to confirm their identity and activate their accounts. This step is crucial to maintain the security and integrity of the platform, ensuring that all users are verified.

#### **1.3 Account Security**

Users are responsible for keeping their accounts secure by choosing strong, unique passwords and not sharing their login details with anyone. Maintaining the confidentiality of their account information is essential to prevent unauthorized access.

#### 1.4 Account Information

It is the user's responsibility to ensure that their account information, such as contact details and payment information, is kept up to date and accurate. This helps facilitate smooth communication and transactions on the platform.

#### 1.5 Account Usage

Users must adhere to the rules and guidelines set forth by Flatties regarding account usage in these terms of conditions. This includes engaging in acceptable activities and refraining from any prohibited actions that could harm the platform or other users.

#### 1.6 Multiple Accounts

Flatties generally restricts users from creating multiple accounts unless explicitly permitted. Any such permissions or restrictions are detailed in the platform's policies, and users must comply with these rules.

#### 1.7 Account Suspension and Termination

Flatties reserves the right to suspend or terminate user accounts under certain conditions, such as violations of terms, inappropriate behavior, fraudulent behavior, or misuse of the platform. Such actions are taken to protect the platform and its users.

#### 1.8 Account Recovery

If users lose access to their accounts, such as through forgotten passwords or hacking incidents, Flatties provides a process for account recovery. This ensures that users can regain access securely and continue using the platform.

#### 1.9 Account Cancellation

Users may choose to cancel or deactivate their accounts at any time. This action will result in the loss of access to the account and any associated data, and users should consider the implications before proceeding.

#### 1.10 Privacy and Data Protection

Flatties is committed to protecting users' personal data associated with their accounts. The handling of this data is governed by the platform's Privacy Policy, which outlines how information is collected, used, and safeguarded.

#### 1.11 User Responsibilities

Users are expected to behave responsibly and ethically while using their accounts. This includes maintaining the integrity and security of their accounts and respecting the rights of other users on the platform.

#### 1.12 Notifications and Communication

Flatties will communicate with users about their accounts through various means, including notifications about important updates, major changes to terms, security issues, and other relevant information. Users should ensure their contact details are current to receive these communications.

## **2. Listing**

### 2.1 Eligibility to List

To list properties on Flatties, users must meet specific eligibility criteria, including being 16 years or older and having the legal right or authorisation to list the property. This ensures that all listings are posted by individuals who are properly qualified and authorized to do so.

### 2.2 Content Standards

Listings on Flatties must adhere to strict content standards to ensure accuracy, appropriateness, and reliability. All information provided in a listing, including property descriptions, pricing, and availability, must be truthful and not misleading. Photos and other media should accurately represent the property.

### 2.3 Prohibited Content

Flatties prohibits the inclusion of certain types of content in listings, such as misleading or false information, illegal activities, discriminatory language, or offensive material. Users must comply with these rules to maintain the integrity of the platform and provide a safe and welcoming environment for all users.

### 2.4 Remove Listings and Reasons for Removal

Flatties reserves the right to remove content for other reasons, such as violations of our terms and conditions, user complaints, or other legitimate concerns. While Flatties does not audit listings, we may take action to remove content at our discretion to maintain the quality and reliability of the platform.

### 2.5 User Responsibility and Rental Agreements

Users are solely responsible for making informed decisions about whom they choose to rent from or to. Flatties provides a platform for connecting property owners and renters but does not verify the accuracy of listings or the suitability of properties. Any rental agreements entered into are the responsibility of the parties involved and must comply with relevant laws. Flatties does not provide warranties regarding the properties listed on the platform.

## **3. Tenancy agreements**

### 3.1 Independent Agreements

Tenancy agreements formed through the Flatties platform are strictly independent arrangements between property owners and renters. These agreements are negotiated and finalised directly between the involved parties without any intervention or involvement from Flatties. As such, each party is responsible for ensuring that the terms are fair, legal, and clearly understood.

### 3.2 Platform's Role

Flatties acts solely as a facilitator, providing a platform for property owners and potential renters to connect. The platform does not draft, endorse, or enforce any tenancy agreements. Users must independently handle all aspects of their rental transactions, including the creation and management of tenancy agreements.

### 3.3 No Liability for Agreements

Flatties disclaims any liability related to tenancy agreements, including but not limited to the terms, content, and enforcement of such agreements. The platform does not verify or validate the details of agreements made between users. As such, Flatties cannot be held responsible for any disputes or issues arising from these agreements.

### 3.4 User Responsibility

Users of the Flatties platform are solely responsible for negotiating and understanding the terms of their tenancy agreements. Property owners must clearly communicate the terms and conditions of the rental, and renters must ensure they comprehend and agree to these terms before entering into an agreement. Both parties are advised to seek independent legal advice if necessary.

### 3.5 Legal Compliance

All tenancy agreements must comply with applicable local, regional, and national laws and regulations. This responsibility lies entirely with the users, who must ensure that their agreements are lawful and meet all legal requirements. Flatties does not provide legal advice or guarantees regarding the legality of agreements formed through its platform.

### 3.6 Dispute Resolution

In the event of a dispute arising from a tenancy agreement, the parties involved are responsible for resolving the issue independently. Flatties does not mediate or resolve disputes between users. Users are encouraged to include dispute resolution mechanisms in their agreements and to seek legal assistance if necessary.

### 3.7 No Warranties or Guarantees

Flatties does not provide any warranties or guarantees regarding the properties listed on the platform, the suitability of renters, or the fulfillment of tenancy agreements. The platform provides a marketplace for listings but does not guarantee the accuracy of listings, the condition of properties, or the reliability of any user.

## 4. Website and service

### 4.1 Service Description

Flatties offers a platform that connects property owners and renters, providing a space for listing and discovering rental properties. Our services include the ability to create, view, and manage property listings, as well as facilitate communication between users. Flatties aims to provide a comprehensive and user-friendly experience for finding and renting properties.

### 4.2 Access and Availability

While Flatties strives to provide continuous access to its website and services, there may be instances of downtime or limited access due to maintenance, updates, or unforeseen technical issues. Flatties does not guarantee the uninterrupted availability of its services and is not liable for any interruptions that may occur.

### 4.3 Website Use

Users of the Flatties website must adhere to guidelines that promote respectful and lawful behavior. Prohibited activities include, but are not limited to, misuse of the platform, posting offensive or harmful content, and engaging in fraudulent activities. Users are expected to respect community standards and use the website in a manner that does not harm others.

### 4.4 Intellectual Property Rights

All content and materials on the Flatties website, including and not limited to logos, text, graphics, and software, are protected by intellectual property rights. These rights are owned by Flatties or licensed

to Flatties. Users are granted a limited license to use the website for personal, non-commercial purposes, and may not reproduce, distribute, or create derivative works without permission.

#### 4.5 Content and Data Usage

Content and data available on the Flatties website, including user-generated content, are intended for informational and personal use. Users may not exploit this content for commercial purposes without obtaining appropriate permissions. Flatties reserves the right to use and display user-generated content as outlined in our terms and conditions and privacy policy.

#### 4.6 Service Modifications and Updates

Flatties reserves the right to modify, update, or discontinue any aspect of its services, features, or content at any time. While we strive to inform users of significant changes, we encourage users to regularly review the terms and conditions to stay informed about any modifications that may affect their use of the platform.

#### 4.7 Third-Party Links and Content

The Flatties website may contain links to third-party websites or content. These links are provided for convenience and do not constitute an endorsement or recommendation by Flatties unless explicitly specified. We are not responsible for the content or practices of third-party sites and encourage users to review the terms and privacy policies of these sites.

#### 4.8 Disclaimers and Limitation of Liability

Flatties provides its website and services "as is" and makes no guarantees regarding the accuracy, completeness, or reliability of the content and services offered. We disclaim all warranties, express or implied, and limit our liability to the fullest extent permitted by law, including for any damages arising from the use of the website or services.

#### 4.9 User Feedback and Suggestions

Flatties welcomes user feedback and suggestions for improving our website and services. While we appreciate user input, we are under no obligation to implement suggested changes and do not provide compensation for ideas submitted. Any feedback provided may be used at our discretion.

#### 4.10 Termination of Services

Flatties reserves the right to terminate or suspend access to its website and services, either temporarily or permanently, for any reason, including but not limited to violations of terms, legal requirements, or operational considerations. Users will be notified of such terminations as feasible, and any ongoing rights or obligations at the time of termination will continue as necessary.

### 5. Content provided

#### 5.1 Content Ownership and Rights

Users retain ownership of the content they upload to the Flatties platform, including text, photos, videos, and other media. By submitting content, users grant Flatties a non-exclusive, royalty-free, worldwide license to use, display, modify, and distribute the content for the purpose of operating and promoting the platform. This license remains in effect until the user removes the content or closes their account, except for content that has been shared with others and cannot be fully deleted.

#### 5.2 Permissions for Use

Users must ensure they have all necessary rights and permissions to upload content to Flatties. This includes obtaining consent from any individuals who appear in photos or videos, as well as securing

rights for any copyrighted material. By uploading content, users confirm that they have the legal right to do so and that the content does not infringe on the rights of any third party.

### 5.3 Prohibited Content

Flatties prohibits the upload of certain types of content, including but not limited to, offensive language, illegal activities, hate speech, harassment, and any content that infringes on the intellectual property rights of others. Users must adhere to these guidelines to maintain a respectful and lawful environment on the platform.

### 5.4 Accuracy and Responsibility

Users are responsible for ensuring the accuracy and truthfulness of the content they provide. Misleading, false, or deceptive content is strictly prohibited. Users must verify the information they share, especially in listings, to prevent misunderstandings and disputes.

### 5.5 No Endorsement or Verification

Flatties does not endorse, verify, or take responsibility for the content provided by users. The platform serves as a medium for sharing information, but the accuracy, reliability, and legality of the content are the sole responsibility of the users who provide it. Users are encouraged to independently verify any information before relying on it.

### 5.6 Content Moderation and Removal

Flatties reserves the right to moderate and remove content that violates the platform's terms of service or community guidelines. This includes content that is inappropriate, misleading, or harmful. The platform may take such actions at its discretion to maintain a safe and respectful environment for all users.

### 5.7 Liability and Indemnification

Users agree to indemnify and hold Flatties harmless from any claims, damages, or expenses arising from the content they upload. This includes any legal issues resulting from violations of copyright, defamation, privacy, or other rights. Users are fully responsible for the content they share and any consequences that arise from it.

### 5.8 Privacy and Confidentiality

Users should be cautious about sharing personal or sensitive information on the platform. Flatties does not guarantee the confidentiality of any content posted publicly and advises users to consider privacy implications when sharing content. Users must respect the privacy of others and avoid sharing private or confidential information without permission.

### 5.9 Reporting Inappropriate Content

Flatties provides a mechanism for users to report content they believe violates the platform's terms of service or community guidelines. Reports can be made through designated channels, and Flatties will review and take appropriate action based on the report. This helps maintain a safe and respectful community environment.

## 6. Intellectual property

### 6.1 Ownership of Content

All content posted by users on Flatties, including listings, text, images, and other materials, remains the property of the users who created it. However, by posting content on the platform, users grant Flatties a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, distribute, and

display the content in connection with the operation of the platform and for promoting Flatties' services. This license is perpetual and transferable to any successors or assignees of Flatties.

#### 6.2 License to Use Content

By using Flatties, users agree that any content they upload or post, including but not limited to property listings and images, can be used by Flatties and other users in accordance with the terms of the platform. This includes the right for Flatties to display, reproduce, and distribute the content publicly. Users retain ownership of their content but grant Flatties a license to use it as described. Users may not upload content that they do not have the rights to use or share.

#### 6.3 Flatties Intellectual Property

All intellectual property related to the Flatties platform, including trademarks, logos, software, website design, text, graphics, and other proprietary content created by Flatties, is the exclusive property of Flatties. Users are granted a limited, revocable, non-exclusive license to access and use the platform for its intended purposes. Any unauthorized use of Flatties' intellectual property is strictly prohibited.

#### 6.4 Prohibited Uses

Users of Flatties are prohibited from copying, distributing, modifying, or creating derivative works from any content found on the platform without explicit permission from the rights holder. This includes both user-generated content and content created by Flatties. Any attempt to exploit the intellectual property on Flatties for commercial purposes without authorization is a violation of these terms and may result in account termination and legal action.

#### 6.5 User Responsibility

Users are responsible for ensuring that any content they upload to Flatties does not infringe on the intellectual property rights of others. This includes securing the necessary rights or permissions to use any third-party content. Users agree to indemnify and hold Flatties harmless from any claims or disputes arising from their content, including allegations of intellectual property infringement.

#### 6.6 Reporting Infringement

Flatties takes intellectual property rights seriously and provides a process for reporting any alleged infringement. If you believe that your intellectual property rights have been violated by content on the platform, please contact us with detailed information, including the specific content in question and proof of ownership. Flatties will investigate the complaint and take appropriate action, which may include removing the infringing content or terminating the accounts of repeat offenders.

#### 6.7 Third-Party Content

Flatties may include third-party content, including advertisements, links, or media. Such content is the property of the respective third parties, and any use of it is subject to the terms and conditions of the respective owners. Flatties does not control or endorse third-party content and is not responsible for any inaccuracies or issues arising from its use=]

#### 6.8 Termination and Removal of Content

Flatties reserves the right to remove any content that violates these terms, including intellectual property rights, or to terminate the accounts of users who repeatedly infringe on the rights of others. This action may be taken without prior notice and at the discretion of Flatties. Users agree that Flatties is not liable for any damages resulting from the removal of content or termination of accounts.

#### 6.9 Indemnification for IP Claims

Users agree to indemnify and hold harmless Flatties, its affiliates, officers, directors, employees, and agents from any claims, damages, losses, or expenses arising from their content, including intellectual property claims or disputes. This indemnification includes any legal fees or costs incurred by Flatties in responding to or defending against such claims.

#### 6.10 Modifications to IP Policy

Flatties reserves the right to modify its intellectual property policy at any time. Any changes will be communicated to users through updates to these terms or through other appropriate channels. Continued use of the platform after such modifications constitutes acceptance of the updated terms. Users are encouraged to review the terms periodically to stay informed about any changes.

### 7. Limitation of liability

#### 7.1 Limitation of Warranties

Flatties provides its platform and services "as is" and "as available" without any warranties, express or implied. We make no representations or warranties regarding the accuracy, reliability, availability, or completeness of the content on our platform, or the services provided. While we facilitate transactions between users, we expressly disclaim any warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Flatties does not guarantee uninterrupted or secure access to our services and users agree that their use of the platform is at their own risk.

#### 7.2 Accuracy of Listings

Flatties allows users to list rooms and rental properties on our platform, but we do not verify the accuracy or completeness of the information provided. Users are responsible for the content they post and for ensuring that the details in their listings are accurate and up-to-date. Those looking to rent are advised to independently verify any information before making rental decisions. Flatties disclaims any liability for errors, misrepresentations, or omissions in the listings.

#### 7.3 Property Damages

Flatties is not responsible for any damages that may occur to the properties listed on our platform. Property owners and renters are solely responsible for maintaining the condition of the properties and for addressing any damage that may arise during or after a rental period. Flatties does not inspect properties and does not mediate disputes regarding property condition or damages. We disclaim all liability for any physical damage, loss, or issues related to the properties listed on our platform, whether caused by tenants, landlords, or other third parties.

#### 7.4 No Liability for Non-Payments

Flatties facilitates payments between users by processing transactions through our platform, and we take a service fee from each payment. However, we are not liable for any non-payment issues that may arise, including non-payment of rent, deposits, or other fees. Users are responsible for managing their financial arrangements, and Flatties does not guarantee or mediate payments. We shall not be held responsible for any financial disputes between users, including those related to incomplete or delayed payments.

#### 7.5 No Liability for Loss or Damage

Flatties shall not be liable for any loss or damage, whether direct, indirect, incidental, consequential, special, or exemplary, arising from or related to the use or inability to use the platform, the content provided on the platform, or any interactions between users. This includes, but is not limited to, loss of profits, loss of data, loss of goodwill, or other intangible losses. Flatties is not responsible for any issues related to the quality, safety, legality, or availability of the properties listed, nor for any personal

injuries or property damages that may occur. Users are solely responsible for their interactions and transactions on the platform.

#### 7.6 User Interactions

Flatties serves as a platform for connecting property owners and potential renters and does not participate in or oversee the interactions between users. While we strive to provide a safe and trustworthy environment, we do not verify the identity, background, or credibility of users, nor do we guarantee the quality or legality of the properties listed. Users are responsible for conducting their own due diligence and making informed decisions.

Flatties does not condone any fraudulent, abusive, or illegal activities conducted by users on our platform. If we become aware of such behavior, we reserve the right to remove the offending listings and accounts without notice. However, we are not responsible for any misconduct or violations of law by users. Users acknowledge and agree that Flatties will not be held liable for any disputes or damages arising from interactions on the platform and that they are responsible for resolving any issues independently.

### 8. Miscellaneous

#### 8.1 Indemnification

By using the Flatties platform, users agree to indemnify, defend, and hold harmless Flatties, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, expenses, or fees (including reasonable attorneys' fees) that arise from or relate to their use or misuse of the platform, violation of the terms of service, or infringement of any intellectual property or other rights of any person or entity. This includes any claims related to user-generated content, property listings, rental transactions, or disputes with other users.

#### 8.2 Severability

If any provision of these terms is found to be invalid, illegal, or unenforceable under applicable law, such provision shall be deemed severed from these terms and shall not affect the validity, legality, or enforceability of the remaining provisions. The remaining provisions will continue in full force and effect, and any unenforceable or invalid provision will be modified to the extent necessary to render it enforceable and reflect as closely as possible the original intent of the parties. This severability clause ensures that the other terms remain effective and enforceable even if one part is deemed invalid or unenforceable.

#### 8.3 No Partnership or Agency

Nothing in these terms shall be construed as creating a partnership, joint venture, agency, or any other form of relationship between Flatties and users beyond that of a service provider and users of the platform. Users acknowledge and agree that their use of the Flatties platform does not establish any form of legal or business relationship other than the provision of the platform services. Flatties is not responsible for any actions or obligations of users beyond facilitating the listing and discovery of rental properties.

#### 8.4 Privacy Policy

For information on how Flatties collects, uses, and protects your personal data, please refer to our Privacy Policy. The Privacy Policy provides detailed information about our data handling practices, including how we collect, use, share, and safeguard your information. By using the Flatties platform, you acknowledge and agree to the terms outlined in our Privacy Policy.

## 8.5 Waiver

Flatties' decision not to enforce any specific term or condition of these terms and conditions at any given time does not mean that the term or condition is permanently waived. Similarly, if Flatties chooses not to act on a violation or does not exercise a specific right or remedy, this does not prevent Flatties from enforcing that term or right in the future. Failure to enforce any part of these terms does not affect Flatties' ability to enforce other parts or take action later if necessary.

## 8.6 Amendments

Flatties reserves the right to amend or update these terms at any time. Any changes will be effective immediately upon posting on the Flatties platform. Continued use of the platform following the posting of any modifications constitutes acceptance of the revised terms. It is the user's responsibility to review these terms periodically to stay informed of any updates.

## 8.7 Notice and Take-Down Basis

Flatties operates on a notice and take-down basis. If you come across any content on our platform that you believe violates our terms of service, including issues like intellectual property infringement or inappropriate material, please notify us. Upon receiving a valid notice, we will review the content and, if necessary, take it down.

## 8.8 Entire Agreement

These terms, along with the Flatties Privacy Policy, constitute the entire agreement between Flatties and the user regarding the use of the platform. They supersede all prior or contemporaneous communications, agreements, or understandings, whether electronic, oral, or written. No other agreements, promises, or representations shall be binding unless documented in writing and signed by authorized representatives of both parties. For information on how your personal data is handled, please refer to our Privacy Policy.

## 8.9 Acceptance of Terms

By accessing or using the Flatties platform, you acknowledge that you have read, understood, and agree to be bound by these terms. If you do not agree to these terms, you should not use the platform. Your continued use of the platform constitutes your acceptance of any changes or updates to these terms.

## 8.10 Governing Law

These terms and any disputes arising out of or in connection with the use of the Flatties platform shall be governed by and construed in accordance with the laws of New Zealand. Any legal action or proceeding related to these terms or the platform shall be brought exclusively in the courts located in New Zealand, and users consent to the jurisdiction of such courts.

## Questions or Queries

If you have any questions, concerns, or require assistance with our services, feel free to reach out to us. Our support team is available to help with any inquiries related to your account, listings, or any other aspect of using Flatties. You can contact us via email at [Flattieshomes@gmail.com](mailto:Flattieshomes@gmail.com). We strive to respond promptly to all queries and ensure that your experience with Flatties is as smooth as possible.