

Welcome to the **Partner Portal** (herein referred to as the “Site”) of the Anaheim Housing Authority (herein referred to as the “Authority”). This Site is intended for the use of landlords of housing units located within the City of Anaheim in which tenants hold (i) certificates of family participation under 24 Code of Federal Regulations Part 882 (Rental Certificate Program), or (ii) portable rental vouchers under 24 Code of Federal Regulations Part 887 (Rental Voucher Program). Once you have agreed to the terms and conditions set forth below, you will be assigned a password or user identification number so that you may thereafter access the Site for a listing of your properties and tenants and their contact and account information.

TERMS OF AGREEMENT

We request that you review the following Terms and Conditions. This document forms the basis of the agreement between you and the Authority with respect to the use of this Site. It is important that you understand both the benefits, as well as the limitations, of this service.

1. Acceptance of Terms

By using this Site, you are agreeing to comply with and be bound by the following terms of service (“Terms”). The Terms may be amended or updated at any time in the sole and absolute discretion of the Authority, without specific notice to you. The latest Terms will be posted on the Site, and you should review the Terms upon each visit. Your continued use of this Site will thereafter constitute an acceptance of any changes to the Terms and an agreement to be bound by those changes. If you do not agree with any such changes, you agree to discontinue your use of this Site.

A. Service:

This Site is for authorized use only. The information contained herein is for the benefit of those users who have been given access by the Authority and may not be used for any purpose without the prior written consent of the Authority, other than to inform each user of current information relating to his/her property(ies) and tenant(s). This Site is intended to provide you with information relating only to your property(ies) and tenant(s). This Site has been established so that you will not be able to access similar information for properties and/or tenants of other landlords having access to this Site. Likewise, other landlords will not have access to information about your property(ies) and/or tenant(s).

The information set forth in this Site for your property(ies) and tenant(s) has been created using information provided to the Authority by you and/or by your tenant(s). If any of the information set forth in this Site is incorrect, please submit

any revisions, corrections or changes in writing to the Authority at *[Insert address]*, along with supporting documentation evidencing the reasons for such revisions, corrections or changes. Upon receipt of such written correspondence and any verification that the Authority may deem necessary, the Authority will endeavor to update the Site to reflect such requested revisions, corrections or changes. You hereby permit the Authority to use information submitted by you to accomplish the foregoing.

B. Service Limitations:

Service may be limited subject to technical difficulties or Site maintenance. Such situations may result in loss of data or service interruptions. By accepting these terms, you agree that the Site is provided “AS IS”, without warranties of any kind. We do not assume responsibility for timeliness, deletion, missed delivery, or failure to store any user data, communications or personalization settings.

C. Changes and Discontinuation:

The Authority reserves the right to change or discontinue, temporarily or permanently, the service provided by the Site at any time with or without notice. Accordingly, you agree that neither the Authority nor the City of Anaheim, a municipal corporation and charter city (herein referred to as the “City”), will be liable to you or any third party for any modification or discontinuance of the services provided by this Site.

D. Privacy Policy:

The City of Anaheim has developed a privacy policy, which is located at <http://www.anaheim.net/article.asp?id=498> and which the Authority has elected to incorporate and hereby incorporates into these Terms as though fully set forth herein.

2. Conditions for Use:

The following conditions relate to your use of the Site. Any conduct that violates these conditions shall be grounds for termination of your enrollment as a user of the Site.

A. You agree to provide accurate, complete and current information as requested by Authority.

B. You agree not to misrepresent your identity.**C.** You agree to protect the confidentiality of your user identification number or password. You are fully responsible for all activities that occur using your user identification number or password. You must notify the Authority immediately of any unauthorized use of

your user identification number or password. The Authority will not be liable for any loss that you may incur as a result of someone else using your user identification number or password, either with or without your knowledge. You may not use anyone else's user identification number or password at any time.**D.**

You acknowledge and agree that the Authority owns all rights to the Site and the content displayed on the Site. You are only permitted to use this content as expressly authorized by these Terms. You may not copy, reproduce, distribute or create derivative works from this content without the Authority's prior written consent, which the Authority may grant or withhold in its sole and absolute discretion. Further, you agree not to reverse engineer or reverse compile any of the Site technology.

3. Warranties:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE AUTHORITY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE COMPLETENESS OR ACCURACY OF THE DATA DISPLAYED ON THE SITE, OR FOR ITS FITNESS OR USE FOR A PARTICULAR PURPOSE OR INTERPRETATION. THE SITE'S SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

THE AUTHORITY MAKES NO WARRANTY THAT:

- THE SERVICE WILL MEET YOUR REQUIREMENTS;
- THE SITE AND THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; AND
- ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

4. Limitation of Liability:

YOU AGREE THAT NEITHER THE AUTHORITY NOR THE CITY WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF THE AUTHORITY OR THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM:

- THE USE OF, OR THE INABILITY TO USE, THE SITE;
- UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA; AND/OR

- ANY OTHER MATTER RELATING TO THE SITE.

5. Indemnification:

You agree to protect and fully compensate the Authority and the City and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable legal fees) caused by or arising from your use of the Site, your violation of the Terms, or infringement by any other user of your account, of any intellectual property or other right of anyone.

6. Other:

This agreement cannot be changed or any of the Authority's rights waived unless the Authority agrees in writing or you continue to use the Site following changes. This agreement is applicable to you and you may not assign it to anyone. If any provision of these Terms is held to be unenforceable, then such provision shall be construed as nearly as possible to reflect the intentions of the parties with the other provisions remaining in full force and effect. The laws of the State of California shall apply to this agreement. These Terms are the entire understanding between you and the Authority as they relate to the Site and the services provided through the Site. To the extent that the Authority uses the services and/or technology of a licensor or service provider to implement and operate the Site, you agree that said licensors and/or service providers shall be third party beneficiaries of this agreement. Likewise, you agree that the City shall be a third party beneficiary of this agreement.

USE OF THIS SITE ACKNOWLEDGES THAT THE USER ACCEPTS THE ABOVE CONDITIONS.

I agree to the Terms of Service.

Source: <http://www.anaheim.net/article.asp?id=498> (printed directly from link to Anaheim.net for reference)

Anaheim.Net Privacy and Disclosure Policy

The following information explains the City of Anaheim's (City) policy regarding any information you may supply to us when visiting www.anaheim.net and affiliated splash pages (www.anaheimconventioncenter.com, www.anaheimadvantage.com, etc.) that are part of the City's official web site and any information that may be provided to the public by the City's official site.

City of Anaheim Privacy Statement

Collection of Information:

On certain occasions, the public has opportunities to share personal information online with the City in order to facilitate better correspondence and service. This information includes but is not limited to e-mail addresses, responses to surveys, registering for services and new services to be created. The City will not disclose this information to any third party, unless required to do so under federal or state law, including, but not limited to the California [Public Records Act](#).

Use of Information:

- The City's goal in collecting personal information online is to provide you, with the most personalized and effective service possible. By understanding your needs and preferences, the City will be in a better position to provide you with improved service. The City will maintain the confidentiality of information it receives online to the same extent it is legally able to do so with respect to information obtained through other means.
- Using e-mail addresses provided at registration or otherwise, users are giving the City permission to periodically send out e-mail newsletters and promotional email to our users about web site updates, and product and service information offered by the City.
- Users may indicate that they do not wish to receive e-mail information from the City. Upon request, the City will remove users (and their information) from the City database or permit them to elect not to receive any further e-mail newsletters or contact.
- Communications made through e-mail and messaging systems shall in no way be deemed to constitute legal notice to the City or any of its agencies, officers, employees, agents or representatives, with respect to any existing or potential claim or cause of action against the City or any of its agencies, officers, employees, agents, or representatives, where notice to the City is required by any federal, state or local laws, rules or regulations.
- One of the City services online is to provide educational information about Anaheim; therefore, children are not restricted from visiting the City site. The City urges children only to give the City any information after getting permission from their parents or guardians. In some cases, there are age limits for certain contests and give-a-ways.

City of Anaheim Disclosure Statement

The City does not warrant:

- That the functions contained in the materials will be uninterrupted or error-free.
- That defects will be promptly corrected.
- That this site or the server that makes it available is free of viruses or other harmful components.
- That the City is responsible for the content or the privacy policies of web sites to which it may provide links.
- That this website will work or be viewed in any browser available to the public. However, this website is best viewed using Microsoft Internet Explorer 7.

The City's web servers are maintained to provide public access to City information via the Internet. The City's web services and

the content of its web servers and databases are updated on a continual basis. While the City attempts to keep its web information accurate and timely, the City neither warrants nor makes representations or endorsements as to the quality, content, accuracy or completeness of the information, text, graphics, hyperlinks, and other items contained on this server or any other server. Web materials have been compiled from a variety of sources, and are subject to change without notice from the City as a result of updates and corrections. Further, some materials on the City's web site and related links may be protected by copyright law, therefore, if you have any questions regarding whether you may: a) modify and/or re-use text, images or other web content from a City server, b) distribute the City's web content, and/or c) "mirror" the City's information on a non-City server, please contact the City's [Public Information Officer](#).

Security in General

- The City uses reasonable precautions to keep the personal information disclosed to the City secure.
- The City web site employs industry-standard methods to monitor network traffic to identify unauthorized attempts to upload or change information or otherwise cause damage.