General Terms And Conditions And User Policy

By using the smartlet.co website (hereinafter referred to as: „Website” or “Smartlet” or “we”) and Smartlet service (the "Service") Users are agreeing to be bound by the following terms and conditions ("Terms of Use") and User Policy. The Service is provided by Curiosart Bt (located at 1136 Budapest Raoul Wallenberg utca 2., Hungary).

I. Definitions in terms of Smartlet service:

Chat: communication channel for short messages of landlords and of tenants who are linked each other due to an apartment's rental issue.

Evaluation: reviews of landlords and tenants during the rental period by a given criteria and text reviews.

Landlord: the person who owns the apartment which is currently or to be rented out. If the owner entrusts someone else like a property manager with managing of the rental duties then this person also called as a landlord.

Rating (report): a financial scoring engine which rates the financial stability of a tenant by filling in socio-demographic questionnaire. A report can be received from the engine by request. Rating report hereinafter referred to as “Smartificate”. The number calculated through the rating process is called Score.

Tenant: the person who rents out an apartment for a predefined purpose and pays rental fee.

User: person who is registered in Smartlet as a landlord and/or a tenant.

Smartlet is an online social networking, landlord and tenant finding service which can lead to a better rental relationship through the evaluating system. The aim of the Service is to give the opportunity for landlords and tenants to find each other, to be linked, create their own communication channel, register public utility and rental fees, evaluate each other, rate the tenant through Smartlet’s service features to establish a better rental relationship.

The Service allows tenants:

- communicate via Smartlet chat
- evaluate landlord during the tenancy period
- to use the Smartlet rating
- to search for potential landlords

The Service allows landlords:

- communicate via SMARTLET chat
- evaluate tenant during the tenancy period
- to search for potential tenants
- request for a rating report of a potential tenant

Smartlet/Service/Website is subject to possible future developments. Users will be informed via the Website and via e-mail on introducing and the content of such developments.
II. Registration process:

Registration also can be done by facebook account or a personal email address.

During the registration process we propose to use original name and personal data. User can be more trustable if he/she gives real data. Users are not allowed to use obscene, insulting or harmful words or expressions otherwise Smartlet close the account or does not even accept registration. User must be able to legally act on his/her own capacity and 18 years old or more. Accounts registered by “bots” or automated methods of access are not permitted.

Have to give:

- family and given name, a nickname what Smartlet can use when wants to communicate with the User
- have to use a password: we propose to use passwords with at least 8 characters with mixtures of digits and letters, and/or non-alphanumeric characters.

System requirements:

Smartlet works in the following web browsers:

- Chrome – version 21.0 and above
- Mozilla Firefox – version 15.0 and above
- Internet Explorer – version 9 and above
- Safari – version 5.1.1 and above

Cookies and Javascript have to be allowed.

III. Fees

Using Smartlet is free of charge. Users can decide whether they want to donate Smarlet. Suggested donation is 990 HUF / 3 EUR for private and 1 500 HUF / 5 EUR for commercial users. The service provider is entitled to use the incomes from donations. We have the right to change our fees anytime. If we ever change our fees or introduce new features that have additional fees, we’ll let the Users know first via email or the site. If User doesn’t want to pay the new fees, User can cancel service anytime. We don’t offer refunds for fees Users have already paid.

IV. Payment

To execute online payment transactions Smartlet directs User to the site below. By using this feature of the Service User agrees to bound by terms, available at https://www.barion.com/.

Smartlet does not ask Users providing banking or other payment information for the purpose of processing the payments.

More information about Barion can be found in chapter on www.barion.com.

V. Others

Smartlet is not responsible for the contents of rating reports or the score whether correct or incorrect. Rating reports can contain information that is incorrect, incomplete, or not up to date, and reports are not a substitute for carefully reviewing and independently verifying all information contained in a rental application and interviewing a prospective tenant. We are not responsible for the decisions made based on the rating report and/or any data found on the website.

We are not a real estate agent or broker. We don’t screen properties or listings or offer any guaranty or advice regarding the suitability of properties, for landlords, or for potential tenants. Nothing we say should be construed as such advice.

Smartlet’s tenant selection and confirmation features are designed to make communication between landlords and prospective tenants easier; neither they nor any other aspect of the Services are intended to create any kind of contract or other legal obligation between a landlord and a prospective tenant (or between anyone else, for that matter). Just like in the everyday life User should wait until a written rental or lease agreement is signed by both the landlord and tenant before relying on any tenancy arranged by using Smartlet.
User acknowledges that no screen-scraping, reproducing, or aggregating the information or other content on our site.

Use of the Service does not give User ownership of any intellectual property rights in the Service or any content posted on the Service.

Users are also responsible for keeping their email address up to date, so we can send them important notices. Account can only be used by one person. A single account shared by more than one person is not permitted.

Users are responsible for keeping their password and account secure. Users are responsible for the accuracy of their personal data and everything that is posted or submitted under their account.

We are not responsible for the accuracy of anything another User posts or submits to our site.

Users are not allowed to use, post obscene words if so we can delete the post or even the account as well. We are not responsible for the behavior or conduct of Users on or off the site. We can exclude any user whose behavior is harmful.

Users are not allowed to use the Service for any illegal purpose or as part of any fraudulent scheme or transaction. If we have reason to suspect the User’s account has been used for an unauthorized or illegal purpose, the User authorizes us to share information about him/her, his/her account and any of the transactions with law enforcement.

Landlords agree in particular that they are familiar with all applicable fair-housing and antidiscrimination laws and they will adhere to them.

If User violates any part of the Terms of Use, particularly if abuses, harasses, threatens, impersonates or intimidates other Smartlet Users or uses the service for unauthorized or illegal purpose Smartlet may terminate the account without notice.

Smartlet reserves the right to modify or terminate the Service for any reason, without notice, at any time and reserves the right to alter unilaterally these Terms of Use at any time.

Smartlet will notify Users on the site or via email of changes.

Smartlet reserves the right to refuse service to anyone for any reason (or no reason).

Users are free to cancel or discontinue using the Service at any time without penalty. Users continued use of the Service following a change to these Terms of Use constitutes acceptance of the change. If User wishes to cancel the account, User must do so via the Service website. If User cancels the account, any or all of the personal information provided us will be immediately irrevocably deleted except reviews about him/her and the scoring results remain on our servers for 2 years and only for analysis of Users’ behaviors and for business development after User deletes it from public areas of the Services or request cancellation of the account. User’s file will be signed as „Cancelled User” and reviews about him/her can be seen only by the person who has given the reviews earlier.

Users should think over canceling their account because positive and negative history will be deleted as well.

Landlords agree to indemnify, defend, and hold harmless us and our affiliates, agents, officers, employees, and vendors from any claim, suit, action, or loss arising from or relating to the use of the Service or the violation of these Terms of Use (collectively, any “Claim”), including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys’ fees.

Landlord by requesting or viewing a rating report, additionally represents and warrants the following: (1) that his/her request for any rating report by using the Service, and use of any rating report obtained through the Service, is lawful and solely for the purpose of evaluating a prospective tenant’s rental application; and (2) that Landlord will not provide a copy of any report obtained through Smartlet, or any information contained in such a report, to any other party.

THE SERVICE IS PROVIDED WITHOUT PROMISES OF ANY KIND. SMARTLET WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES, OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.
SMARTLET’S TOTAL LIABILITY FOR ANY CLAIM RELATING TO THE SERVICES OR THESE TERMS OF USE, INCLUDING ANY CLAIM FOR ANY IMPLIED WARRANTY, IS LIMITED TO THE AMOUNT USERS PAID TO SMARTLET TO USE THE SERVICES.

If User violates any of these Terms of Use and Smartlet doesn’t take action right away, that doesn’t mean Smartlet are waiving any of the rights. If any parts of these Terms of Use are held to be invalid or enforceable, the rest of the Terms of Use will still apply.

Thanks for reading it through. We try to be reasonable and clear. If you have any questions, contact us at info@smartlet.co.

8th April, 2017