

Terms and Conditions for Online Portals

Welcome to PHA-Web's Tenant, Landlord, Applicant, and/or Portability Portal (the "Service"). By using our online registration process, you agree to the following terms and conditions. Please read them carefully.

1. Acceptance of Terms

By registering on our platform, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions.

2. Eligibility

You must be at least 18 years old to register. By using this Service, you represent that you are of legal age and have the capacity to enter into a binding agreement.

3. Registration Process

To access certain features of our Service, you must complete the registration process by providing accurate and complete information as prompted. This may include:

- Name
- Email address
- Phone number
- Other relevant details

You are responsible for maintaining the confidentiality of your account information and password.

4. User Responsibilities

- You agree to provide accurate, current, and complete information during the registration process.
- You are responsible for maintaining the confidentiality of your account credentials and are fully responsible for all activities that occur under your account.
- You agree to notify us immediately of any unauthorized use of your account.

5. Online Payments (specific to Tenant Portal registrants only)

Paymentus is a third-party company that charges a consumer, convenience, service, or site fee (herein referred to as "the Fee") for the use of credit, debit, or eCheck as forms of payment. By accepting "the Fee" at the time of payment, you agree to have sufficient funds to pay "the Fee."

Paymentus charges a site fee for using this site, software, and payment services. This fee is calculated and displayed before you enter any payment information. The site fee is in addition to the bill (the payment you are making) and is a separate charge from the bill you are paying. The site fee covers costs associated with providing, operating, and maintaining the website, software application, and payment processing services, including programming, site hosting, bandwidth, communications, software, data security, and processing costs.

Paymentus offers a discount on the site fee when using our ACH system (eChecks). By paying your bill using the Paymentus payment service, you authorize Paymentus to charge your credit or debit card account the total amount indicated. This total includes the site fee amount specified.

Your credit or debit card statement will show separate charges—one for payment to the company you are paying and another for the site fee payable to Paymentus. You agree that the credit/debit account specified for this bill payment is an account that you own, and that you have sufficient funds in that account to make this payment.

Your credit or debit transaction will be processed in real time. If your card company authorizes your payment, you will receive an email notification confirming your payment. The company you are paying will also be notified immediately; however, it is up to that company to post the payment to your account. If your payment is not processed or authorized, your payment liability remains outstanding, and you will be subject to all applicable penalties, late fees, and interest charges assessed by the relevant entity.

Please note that your use of Paymentus services and products is also governed by their Conditions of Use and Privacy Notice, along with all other applicable terms and conditions on the Paymentus website, all of which are incorporated into these Terms and Conditions.

Your use of this site and the services it provides constitutes your acceptance of these terms and conditions, your acceptance of the fees associated with payments made at this site, and your authorization to charge and agreement to pay the total amount confirmed during checkout, in accordance with the agreement governing the use of the payment account you selected.

6. Privacy Policy

Your use of the Service is also governed by our Privacy Policy, which outlines how we collect, use, and protect your information. By using the Service, you consent to the collection and use of your information in accordance with our Privacy Policy.

7. Termination

We reserve the right to suspend or terminate your account at our discretion if we believe you have violated these Terms and Conditions or any applicable laws.

8. Limitations of Liability

To the fullest extent permitted by law, PHA-Web's Tenant, Landlord, Applicant and/or Portability Portal shall not be liable for any direct, indirect, incidental, or consequential damages arising from your use of the Service or your inability to access the Service.

9. Modifications

We reserve the right to modify these Terms and Conditions at any time. Any changes will be effective immediately upon posting on our website. Your continued use of the Service following the posting of changes constitutes your acceptance of such changes.

10. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Florida.