

# Terms of Service

**Effective Date:** January 1st, 2024

Welcome to Propypanda Portal, a web-based property management platform operated by Busra Yildiz LLC d/b/a Propypanda ("Company," "we," "our," or "us"). By accessing or using the Propypanda Portal (the "Portal"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, do not use the Portal.

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## 1. Acceptance of Terms

By accessing or using the Portal, you confirm that you are at least 18 years old and have the legal capacity to enter into these Terms. You also agree to comply with all applicable laws and regulations while using the Portal.

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## 2. Description of Services

The Portal provides property owners, managers, tenants, and other users with tools to manage rental properties, submit payments, track maintenance requests, and perform other property-related functions ("Services"). The Company reserves the right to modify, suspend, or discontinue any part of the Services at any time without prior notice.

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## 3. User Accounts

(a) **Account Registration:** To access certain features of the Portal, users may be required to create an account. You agree to provide accurate and complete information during registration and to update it as necessary.

(b) **Account Security:** You are responsible for maintaining the security of your account credentials. The Company is not liable for any unauthorized access resulting from your failure to protect your login information.

(c) **Termination:** We reserve the right to suspend or terminate accounts at our discretion, with or without notice, if we believe a user has violated these Terms.

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## 4. User Responsibilities

Users agree not to:

- Use the Portal for illegal or fraudulent purposes.
- Misrepresent information or impersonate another user.
- Interfere with or disrupt the functionality of the Portal.
- Upload or transmit malicious software or unauthorized advertisements.

The Company reserves the right to take legal action against users who violate these Terms.

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## **5. Fees and Payments**

Certain Services within the Portal may require payment. Users agree to pay all applicable fees as specified within the Portal. The Company reserves the right to update pricing or introduce new fees at any time. Payments are non-refundable unless expressly stated otherwise.

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## **6. Intellectual Property**

All content, trademarks, logos, and proprietary materials available on the Portal are owned by or licensed to the Company. Users may not copy, distribute, or use any content without prior written permission from the Company.

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## **7. Third-Party Links and Services**

The Portal may include links to third-party websites or services. The Company does not endorse or assume responsibility for third-party content, and users access such third-party services at their own risk.

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## **8. Disclaimer of Warranties**

The Portal and Services are provided "as is" and "as available" without warranties of any kind, whether express or implied. We do not guarantee uninterrupted or error-free service.

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## **9. Limitation of Liability**

To the maximum extent permitted by law, the Company shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from the use or inability to use the Portal.

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## **10. Indemnification**

Users agree to indemnify and hold the Company harmless from any claims, damages, liabilities, and expenses arising from their use of the Portal or violation of these Terms.

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## **11. Modifications to the Terms**

We reserve the right to modify these Terms at any time. Users will be notified of material changes, and continued use of the Portal constitutes acceptance of the updated Terms.

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## **12. Governing Law and Dispute Resolution**

These Terms shall be governed by the laws of the state of [Insert State]. Any disputes arising from these Terms shall be resolved through binding arbitration in [Insert Location] or as otherwise agreed between the parties.

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By using the Propyanda Portal, you acknowledge that you have read, understood, and agreed to these Terms of Service.