

Off-Campus Housing Listing Service User Terms

Welcome to Off-Campus Housing Listing Service at Western University. We strive to provide a platform where landlords and students ('Users') can connect with potential tenants and/or subletters ("Services") fairly and transparently. By using our services, you agree to adhere to the following terms:

1. **Accurate and complete information:** All listings must provide accurate and complete information about the property available for rent, including rental terms, amenities, and conditions and to update this information as required so that it is kept current
2. **Non-discrimination:** Users must not discriminate against any person based on age, race, ancestry, colour, ethnic origin, gender identity or expression, nationality, religion, creed, family or marital status, disability, or sexual orientation with respect to housing availability or rental terms, and shall comply with the provisions of the Ontario Human Rights Code, as it may hereafter be amended.
3. **Legal Compliance:** Users are solely responsible for the content they post on our platform. This includes ensuring that all images, descriptions, and terms accurately represent the property. Listings and rental agreements must comply with all applicable local, provincial, and federal laws, including but not limited bylaws within the City of London and the Residential Tenancies Act as it may hereafter be amended.
 - a. **Prohibited activities:** The following activities are strictly prohibited:
 - Posting false, misleading, or fraudulent information.
 - Engaging in discriminatory practices.
 - Violating intellectual property rights by using copyrighted materials without permission;
 - Defame, abuse or harass others;
 - Publish, distribute or disseminate any appropriate, defamatory, obscene or unlawful material or information;
 - Transmit or upload any material that contains harmful program, such as viruses, trojan horses, worms, time bombs;
 - Using automated tools or scraping methods to access or collect data from our platform without authorization; or
 - Engage in any other conduct, which Western University deems in its sole discretion to be unauthorized or objectionable.
4. **Respect for privacy:** Users must respect the privacy of tenants and applicants. Personal information collected during the application process should only be used for legitimate rental purposes and for no other purpose without obtaining the express consent of any affected individual.

5. **Consequences of non-compliance:** Failure to comply with these terms may result in any or a combination of the following:
 - Immediate removal of listings.
 - Suspension or termination of account access; and/or
 - Legal or other action as deemed necessary by Western University.
6. **No Warranties:** Western University makes no warranties, express or implied, regarding the Services provided, including but not limited to warranties of merchantability, fitness for a particular purpose, or results to be achieved from the Services. The Services is provided 'as is' and 'as available'.
7. **Limitation of Liability:** Western University shall not be liable for any indirect, incidental, special or consequential damages, including but not limited to damages for loss of profits, use, data or other intangibles, resulting from the use or the inability to use the service or for cost of procurement of substitute services. Notwithstanding the foregoing, in the event a court of competent jurisdiction finds the University liable to a User for any damages of any type, the User agree and acknowledges that the University's liability shall be limited to the total amount paid by the Users for the Services provided under this Agreement.
8. **Indemnification:** Users agree to indemnify and hold Western University, its officers, employees and affiliates, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of the Users' use of the Services, the violation of this Agreement by Users, or the infringement by Users of any intellectual property, privacy, or other right of any person or entity.
9. **Modification of terms:** Western University reserves the right to modify these terms at any time. Any changes will be posted on the website and continued use of our services constitutes acceptance of the updated policies.

By using Off-Campus Housing Listing Service, landlords and students acknowledge their understanding and acceptance of these terms. We encourage open communication and cooperation to maintain a positive rental experience for all users of our platform.

For questions or concerns regarding these terms, please contact our support team at och@uwo.ca.