

Electronic Business Conditions of Use

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This document outlines Water Corporation's Electronic Business Conditions of Use. It is important that you read these terms and conditions carefully as they govern the use of the Water Corporation's website (**Site**) and Water Corporation's specialised applications (**Applications**).

The conditions comprise Part A and Part B (conditions 1 to 25).

Part A: contains general and background information about Water Corporation's Site and Applications.

Part B: contains the Electronic Business General Conditions for Use of our Site which are applicable to non-registered users of the Site and registered users of any Application.

1 Part A - General Information

1.1 Purpose of the Water Corporation's Site

Our Site is provided to enhance customer service and to contribute to the efficiency and effectiveness of interactions between us and our customers. The information and advice is made available on our Site in good faith and is derived from sources believed to be reliable and accurate at the time of release. However, you should undertake your own independent enquiries before relying on the information and advice obtained from our Site.

1.2 Browser versions supported

Our Site supports the latest versions of major browsers.

For the current list of supported browsers, please refer to our [Using our systems](#) page.

Site functionality may be limited on browser versions which are older than those specified.

1.3 Cookies

We use "cookies" and similar technology on this Site.

The use of such technology is an industry standard and will be used to monitor the effectiveness of our advertising and how you use our Site. We also use cookies to generate statistics, measure user activity, improve the Site and Applications and to enhance the customer experience.

Personal information is only collected from our Site in accordance with our [Privacy Policy](#).

1.4 Availability

We will endeavour to make the general functions of the Site available to you at all times.

Applications operating within our Site may have restrictions on availability due to operational or security constraints.

You acknowledge that our Site and Applications may malfunction or become temporarily unavailable due to circumstances beyond our control.

We reserve the right to temporarily suspend access to the Site and Applications at any time including for operational requirements, in which case, we will endeavour to provide sufficient advance notice

of any planned outage. We will endeavour to restore the Site and Applications as soon as possible after any outage.

We may need to alter code or access details or technical specifications associated with the service for operational reasons. We will endeavour to provide sufficient advance notice regarding any possible changes.

You should ensure that you have other means of undertaking urgent or time sensitive transactions and obtaining information, if, for any reason, our Site or an Application is unavailable.

1.5 Customer feedback and enquiries

For general enquiries relating to our Site, you can contact our Customer Call Centre on 13 13 85 or use the online enquiries form accessible via [Contact Us](#). We will endeavour to address any issues or concerns during normal business hours (8:00am to 5:00pm (AWST) on weekdays).

For Application enquiries, you can use the [Contact Us](#) link when logged into the specific Application to notify us of any identified errors or omissions by using one of our self-service options.

1.6 Errors and omissions

Please notify us of any errors that you identify within our Site, Applications or the information provided. You can notify us of any errors by contacting our Customer Call Centre on 13 13 85 or by using the online enquiries form accessible via [Contact Us](#). We will endeavour to correct any errors during normal business hours (8:00am to 5:00pm (AWST) on weekdays).

Part B - Electronic Business General Conditions for Use of our Site

1 Agreement acknowledgment

1.1 Agree to continue

- a) By accessing and using the Site, you agree to be bound by, and to comply with, these General Conditions.
- b) These General Conditions apply to your access and use of the Site, to the performance of the Site and to the information, services and other material contained on, or provided by, the Site.
- c) Please read and ensure that you clearly understand and accept these General Conditions before you proceed to use the Site. Please exit the Site if you do not agree to accept and be bound by these General Conditions.

1.2 Authority

You warrant that:

- a) you are of legal age and are authorised to enter into these General Conditions and be bound by them;
- b) you have full legal authority to bind the company or other legal entity on whose behalf you are entering into these General Conditions; and
- c) both you and any legal entity on whose behalf you are entering into these General Conditions will be bound by these General Conditions.

2 Definitions

In these General Conditions:

Application means a specific application on the Site for which authorisation is required for the use of that application.

Authorised User means a person who is authorised by Water Corporation by means of an Identifier to access and use specialised Applications which are available on the Site.

Claim means, in relation to a party, any action, suit, claim, proceeding, demand, Loss, damages, cost and expense of any nature whatever, and however arising, out of, relating to, or connected with these General Conditions, made or to be made, or that might be made, against the party.

Confidential Information means any information:

- a) regarding the business or affairs of the Water Corporation or its affiliates;
- b) regarding the customers, employees or contractors of, or other persons doing business with, the Water Corporation or its affiliates; or
- c) regarding the commercial arrangements between the parties, which:

- i) is by its nature confidential or which is designated as confidential by that party; or
 - ii) the other party knows, or ought to know, is confidential; and
- d) all communications sent or generated by the Water Corporation via the Site or an Application.

General Conditions means these General Conditions for Use of Water Corporation's Site and Applications.

Identifier means a unique username and confidential password assigned to you by Water Corporation to access and use specialised Applications which are available on the Site.

Loss means any claim, action, damage, loss, liability, cost, charge, expense, diminution in value or deficiency of any kind or character that a party pays, suffers or incurs, or is liable for, including:

- a) all interest and other amounts payable to third parties;
- b) all legal (on a full indemnity basis) and other expenses incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability and all amounts paid in settlement of a claim or action; and
- c) indirect, special, incidental or consequential loss or damages (including loss resulting from business disruptions, lost profits, trading or execution losses) or loss or damage to systems or data.

Material means any document, information or data obtained from the Site or any Application.

Non-Repudiable means authentication that with high assurance can be asserted to be genuine and that cannot subsequently be refuted.

Site means unless otherwise stated, the Water Corporation website operating under the registered domain of watercorporation.com.au as well as participating service providers required to perform a Water Corporation business function.

Special Conditions means the specific conditions which apply for the use of an Application.

User means any person using the Site.

Water Corporation, we, our or us means Water Corporation a statutory body corporate created by the *Water Corporation Act 1995* (WA), its officers, employees and contractors.

You or your means the person who accepts the General Conditions, either personally or on behalf of a company or other legal entity and includes, if acceptance is on behalf a company or other legal entity, the company or other legal entity's officers, employees, and agents.

3 Interpretation

In these General Conditions:

- a) headings and bold type are for convenience only and do not affect the interpretation of these General Conditions;
- b) the singular includes the plural and vice versa;

- c) words of any gender include all genders;
- d) other parts of speech and grammatical forms of a word or phrase defined in these General Conditions have a corresponding meaning;
- e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government agency as well as an individual;
- f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, these General Conditions and a reference to these General Conditions includes any schedule, attachment and exhibit;
- g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- i) no provision of these General Conditions will be construed adversely to a party because that party was responsible for the preparation of these Conditions of Use or that provision; and
- j) “includes”, “including”, “for example”, “such as” and similar terms are not words of limitation.

4 Special conditions

4.1 Application of Special Conditions

- a) Specific areas of the Site provide access to specialised Applications. Access to specialised Applications is restricted to Authorised Users. In addition to the General Conditions, Special Conditions may apply to the use of those Applications.
- b) If any Special Conditions apply to the use of an Application, then you will be advised and must agree to the Special Conditions as part of the authorisation process for that Application.
- c) Special Conditions applicable to the use of specialised Applications can also be accessed via our Site.

4.2 Priority

Unless otherwise stated, if there is any conflict or inconsistency between the Special Conditions and these General Conditions, then the Special Conditions will prevail to the extent of the conflict or inconsistency.

5 Changes to General Conditions

Water Corporation reserves the right to change and amend these General Conditions from time to time at its sole discretion and without notice. Your ongoing use of the Site after any changes or amendments are made to the General Conditions will be deemed as consent to these changes or amendments. You are advised to periodically check this section of the Site to confirm if any changes or amendments to the General Conditions affect you.

6 Intellectual Property

6.1 Ownership

- a) Unless otherwise indicated in the Special Conditions, all intellectual property in the Site and any Application including the content is vested in the Water Corporation or its affiliates.
- b) All of Water Corporation's intellectual property rights are expressly reserved.

6.2 Your obligations

You must not (either through yourself or any third party):

- a) copy, reproduce, alter, modify, create derivative works, or publicly display any part of any content from the Site or any Application without the Water Corporation's prior written consent, unless otherwise permitted under the *Copyright Act 1968* (Cth);
- b) reverse engineer, reverse assemble, decompile, or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with any Application;
- c) modify or alter the software underlying the infrastructure and processes associated with any Application; or
- d) use any of the trademarks or logos from the Site or Applications, without the Water Corporation's prior written consent.

7 Sharing of information – Applications

Where the authorised use of an Application provides permission to copy or receive data, use of that data must be in accordance with the Water Corporation's intended purpose only and:

- a) you are bound by any specific copyright and non-disclosure requirements advised to you and agreed by you, as part of the authorisation process for that Application;
- b) must not be made available to persons other than those being the actual customer, project owner or those delegated appropriate responsibilities for that specific project by the actual customer or owner;
- c) must not be re-published or quoted in an attempt to discredit the Water Corporation, its officers, employees, contractors, customers and other stakeholders;
- d) must not be used for resale for any gain or where gain is reasonably expected; and
- e) must respect the privacy rights of all parties impacted or which may have the potential to be impacted by the use or disclosure of the data as required by our [Privacy Policy](#).

8 Confidentiality

8.1 Obligation of confidence

- a) You must keep confidential and not use or disclose any Confidential Information, except as permitted by these General Conditions.
- b) The obligation of confidence in clause 8.1(a) extends to Confidential Information provided to you or obtained by you before entering into these General Conditions.

8.2 Exclusions

The obligation of confidence in clause 8.1(a) does not apply to Confidential Information that is:

- a) required to be disclosed by applicable law or court order or the rules of any stock exchange on which your securities are listed, as long as you disclose the minimum amount of Confidential Information required to satisfy the law, order or rules, and give reasonable notice to the Water Corporation before disclosing any information;
- b) in the public domain otherwise than as a result of a breach of these General Conditions or another obligation of confidence;
- c) independently developed by you; or
- d) already known by you independently of your interaction with the Water Corporation and free of any obligation of confidence.

8.3 Preventing disclosures

You must take all steps and do all things necessary, prudent or desirable in order to safeguard the confidentiality of the Confidential Information.

8.4 Remedies for breach

- a) You acknowledge that the value of the Confidential Information is such that an award of damages or an account of profits may not adequately compensate the Water Corporation if this clause 8 is breached.
- b) You acknowledge that, without in any way compromising its right to seek damages or any other form of relief in the event of a breach of this clause 8, the Water Corporation may seek and obtain an ex-parte interlocutory or final injunction to prohibit or restrain you or your advisers from any breach or threatened breach of this clause 8.

8.5 Survival of obligations

The obligations of confidentiality in this clause 8 survive the expiry or termination of these General Conditions.

9 Privacy

We are committed to maintaining your privacy. Any personal information collected through your use of our Site or Applications will be dealt with in accordance with our Privacy Policy. Refer to our [Privacy Policy](#) for more information.

10 Disclaimer

- a) The Material is made available on the Site in good faith and is derived from sources believed to be reliable and accurate at the time of release. However, no assurance is given by the Water Corporation as to the accuracy of any Material published on the Site.
- b) Material is provided on the Site on the basis that you will independently assess and verify the Material and any representations or statements obtained from the Site before use. Changes in circumstances after the Material is published on the Site may impact the accuracy of that Material.
- c) Refer to our [Site Disclaimer](#) for more information.

11 Links to and from other websites

- a) The Water Corporation's Site may have links to and from external Internet sites. These external information sources are provided purely for convenience and are outside the Water Corporation's control. It is your responsibility to assess and verify the accuracy and reliability of any information found.
- b) The Water Corporation does not:
 - i) endorse or provide tacit or explicit approval of any material or information obtained from other websites; or
 - ii) warrant or assume any responsibility for the quality, accuracy, source, merchantability, fitness for purpose or any other aspect of the material or information on those websites.

12 Exclusion of warranties

Except for:

- a) the express terms and warranties set out in these General Conditions; and
- b) those implied terms or warranties that are imposed by statute that are mandatory and cannot be excluded,

the Water Corporation gives no warranties and all other terms, conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by statute or common law, or otherwise howsoever, are expressly excluded.

13 Limitation of liability and indemnity

13.1 No liability

You acknowledge and agree that to the maximum extent permitted by law, the Water Corporation and its affiliates are not liable for any Claim or Loss suffered or incurred by you arising from or in connection with your use of the Site or any Application.

13.2 Indemnity

You must indemnify the Water Corporation and its affiliates to the maximum extent permitted by law in respect of any Claim or Loss suffered or incurred by the Water Corporation or its affiliates arising from or in connection with a breach of these General Conditions or your use of the Site or any Application.

13.3 Survival of Obligations

All exclusions of liability and indemnity in this clause 13 survive the expiry or termination of these General Conditions.

14 Viruses

- a) We cannot guarantee that the Applications and any other information or Material contained in, downloaded from, or accessible to you, will be free from computer viruses or any other defect or error which may affect your software or systems. To protect your software and systems we suggest you install and implement your own system protection software.
- b) Your transmission to the Water Corporation will be examined for known viruses using the Water Corporation's standard operating environment scanning and detection tools.
- c) Where a virus is detected in your transmission, the transmission may be rejected and will be deemed not to have occurred. Where a transmission is rejected, either:
 - i) a transmission and/or transaction confirmation will not be received by you; or
 - ii) we will attempt to notify you by an agreed contact method (e.g. email) of the transaction failure (where possible).
- d) If a transmission failure has occurred, then you should clean and resubmit the transmission data. Water Corporation is not liable if your transaction fails due to viral problems.

15 Security of data

- a) Water Corporation will take all reasonable precautions to protect the data from misuse, loss and from unauthorised access, modification or disclosure during transmission to Water Corporation or while stored on any Application or our web server including the web servers of parties engaged by Water Corporation to provide all or part of a service. However, you acknowledge and agree that:
 - i) the security of the information that you submit to the Water Corporation through any Application cannot be guaranteed; and

- ii) Water Corporation will not be liable if information submitted or stored on any Application is disclosed to somebody other than you.
- b) Our online security measures include but are not limited to:
 - i) encrypting data sent from your computer to our systems during Internet transactions and customer access codes transmitted across networks;
 - ii) employing firewalls, intrusion detection systems and virus scanning tools to prevent unauthorised persons and viruses from entering our systems; and
 - iii) using dedicated secure networks or encryption when we transmit electronic data for purposes of outsourcing.
- c) If you suspect or become aware of a breach of security, then you should notify us immediately (see the Contact us information) and suspend the use of all electronic communications until we are satisfied that appropriate steps have been taken to ensure the security of electronic communications with you.

16 Data Backups

- a) The Water Corporation may undertake electronic backup of data stored in its computer-based systems for its own purposes but does not provide backup and recovery of data that is not required for its own purposes.
- b) We suggest that you implement your own backup and recovery facilities and procedures for data accessed from or transmitted to the Site and associated Applications.
- c) The Water Corporation is not obliged to provide you with a copy of any information that you store on an Application.
- d) The Water Corporation will not be liable if data that is stored on an Application is lost.

17 Encryption

When your sensitive data, such as personal and financial records and payment methods are transacted, Secure Sockets Layer (SSL) encryption is used.

18 Technical requirements

You acknowledge and agree that:

- a) you are responsible for the supply and maintenance of any equipment (including hardware and software); and
 - b) you must take reasonable steps to maintain the security of your equipment (including hardware and software),
- necessary to enable you to use the Site and any Application.

19 Access and authentication to Applications

19.1 Establishing User Identity

- a) Where Applications on the Site require an identifiable or Non-Repudiable interaction with you, we will (subject to your application being approved under clause 19.3) provide you with an Identifier to provide authentication, the combination of which, identifies you to us and authenticates you as the person who you claim to be.
- b) When access to use an Application is required by more than one person within your organisation, we require each of those persons to be identifiable. We will therefore provide, on application, a unique Identifier for each of those persons. Sharing of user accounts or disclosure of unique Identifiers is prohibited.
- c) You are responsible for maintaining the confidentiality and use of your Identifier. We ask that you immediately notify the Water Corporation if you become aware of the loss, theft or unauthorised use of your Identifier, following which, the Water Corporation will as soon as reasonably possible, disable access to the Application and issue you with a replacement or restored Identifier.
- d) Where your application is authorised by us to be directly interfaced to a Water Corporation Application, we will treat that application as if it is an Authorised User within your organisation. The person who is associated with that Identifier takes responsibility for all transactions made through that application and is responsible for maintaining an audit trail and the provision of a secure access framework.
- e) Some Applications may force each Authorised User to change their password every month. The Water Corporation will inform the Authorised User when their password has expired and is required to be changed.

19.2 Non-repudiation

- a) You acknowledge and agree that as an Authorised User of an Application:
 - i) we cannot verify whether the user of your Identifier is in fact you;
 - ii) your Identifier allows anybody correctly using it, to send and generate electronic communications and to conduct operations on the Application;
 - iii) you are solely responsible for all electronic communications and operations conducted on an Application using your Identifier;
 - iv) you are bound by all operations and electronic communications which include your Identifier without any further inquiry on our part; and
 - v) we can assume that any transaction or instruction received by way of an Application activated by an Authorised User's Identifier originates from that Authorised User and is a valid transaction or instruction which cannot be reversed.
- b) Transactions executed by an Authorised User will be captured and retained by the Water Corporation on a "transaction log" and will include all instructional and financial interactions received from the Authorised User. In the event of any dispute you, as an Authorised User, hereby agree to accept the Water Corporation's transactional log as conclusive evidence of instructional and financial interactions made by you with the Water Corporation.

19.3 Request for access to Applications

- a) Water Corporation content on the Site is available to the public. Where authorised access is required to a non-public Application, specific instructions on how to apply for that authorisation and an application form will be provided. Authorised access to an Application is only available to individuals or an Authorised User within a company or other trading entity (and not the company or other trading entity).
- b) In submitting an application for access to an Application as an Authorised User, you:
 - i) acknowledge that you have read and understood the application form and all of its attachments;
 - ii) have provided details with your application form of previous or current access privileges which have been granted by the Water Corporation and have disclosed any reasons for the cancellation of those privileges if this has occurred;
 - iii) acknowledge that you have read and agree to be bound by these General Conditions and any Special Conditions which apply to the Application for which authorised access is being sought; and
 - iv) agree that the information provided in your Application is accurate, complete and not misleading and that Water Corporation may rely on that information until we receive notice of any change from you.
- c) Water Corporation reserves the right to refuse any application at its sole discretion without having to give reasons for the refusal.

19.4 Restrictions on use of Applications

If the Water Corporation grants you authentication and access privileges as an Authorised User of any Application, then you must:

- a) use the Application in a lawful, ethical and responsible manner and follow any instructions provided by the Water Corporation for the use of the Application; and
- b) do all things necessary to preserve and maintain the integrity and security of any Application.

19.5 Updating your information

- a) You must notify the Water Corporation in writing of any change to the information that you have provided to the Water Corporation when registering to use an Application, including but not limited to any change in your email address.
- b) For the purposes of these General Conditions, your correct email address will be deemed to be the email address given by you to the Water Corporation at the time you registered to use an Application, or such other email address that you have notified in writing to the Water Corporation prior to the Water Corporation sending a relevant electronic communication.

20 Termination and suspension of access

20.1 Water Corporation's right to terminate

- a) The Water Corporation reserves the right, at its sole discretion, to immediately suspend or terminate your access to and use of the Site or any Application.
- b) Without limiting the Water Corporation's sole discretion in clause 20.1(a), the Water Corporation may immediately suspend or terminate your access to use of the Site or revoke your authorised use of any Application if the Water Corporation believes that:
 - i) your conduct amounts to inappropriate or unreasonable use of the Site;
 - ii) your conduct amounts to deliberate or reckless disruption to the Site;
 - iii) you use your Internet access to menace, create a nuisance or harass others or attempt to do so;
 - iv) you make any denial-of-service attacks on the Water Corporation or any other users or networks relating to Water Corporation or attempt to do so;
 - v) you unlawfully attempt to gain access to other applications or networks which the Water Corporation uses or operates;
 - vi) you have threatened to breach or have breached these General Conditions or the Special Conditions for any Application;
 - vii) the Water Corporation was induced by fraud or misrepresentation by you to grant authorised use of any Application;
 - viii) there has been fraud or misrepresentation with respect to the use of any Application; or
 - ix) the continued use of the Site or Application may cause a loss to the Water Corporation or will cause the Water Corporation to breach any applicable law.

20.2 Effect of termination

- a) If your access to the Site or an Application is suspended or terminated, then you must not attempt to access or use the Site or the Application during the suspension or following termination.
- b) If the Water Corporation terminates your access to the Site or any Application, then these General Conditions will be terminated.
- c) The obligations in clause 8 (Confidentiality), clause 10 (Disclaimer) and clause 13 (Exclusions of Liability and Indemnity) survive the expiry or termination of these General Conditions.

21 Exercise of discretions

- a) Unless expressly required by these General Conditions, the Water Corporation is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with these General Conditions.

- b) The Water Corporation may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with these General Conditions. You must comply with any such condition.

22 Withdrawal of Application

The Water Corporation is under no obligation to continue providing an Application on the Site which it considers is outdated, superseded or which cannot be supported by the Water Corporation's current operating environment. The Water Corporation may from time to time upgrade, replace or retire any Application available on the Site. If an Application is to be withdrawn, then the Water Corporation will use its best endeavours to notify all Authorised Users in advance of significant changes.

23 Freedom of information

Water Corporation must comply with the *Freedom of Information Act 1992* (WA). Refer to our [Freedom of Information Statement](#) for more information.

24 Site and Application availability

- a) Although the Water Corporation has procedures to avoid unintended interruption of the Site, you acknowledge that the Site or any Application may malfunction or become temporarily unavailable including due to:
 - i) computer, web server or software malfunction or network congestion;
 - ii) the failure of the communication network provided by your or our Internet Service Provider;
 - iii) ancillary equipment failures; and/or
 - iv) other circumstances beyond our reasonable control.
- b) Water Corporation reserves the right to suspend the availability of the Site or any part of the Site or any Application at any time including:
 - i) to perform certain administrative tasks, technical requirements and planned maintenance or upgrades;
 - ii) for legal or regulatory reasons; and/or
 - iii) if, in our opinion, a serious threat is posed to any part of the system supporting the Site or any Application.
- c) Where the Site or any Application is unavailable, the Water Corporation accepts no liability for:
 - i) the Site or its associated Applications being unable to perform, either in whole or in part, any of the functions which we have claimed to support; and
 - ii) your inability to execute a transaction or instruction.

25 General

25.1 Time and place of sending and receiving

All interactions with the Water Corporation which occur through the Site are deemed to have been executed in the State of Western Australia. The time stamp of any interaction or transaction is defined at the time of sending from or receipt by the Water Corporation's Web Server(s) which may be set to either Australian Eastern Standard Time or Australian Western Standard Time.

25.2 Governing law and jurisdiction

The General Conditions and the Special Conditions are governed by and will be construed in accordance with the laws of the State of Western Australia and are within the exclusive jurisdiction of the Courts of Western Australia.

25.3 Invalidity and enforceability

If any clause or part of any clause is held by a court to be invalid or unenforceable, then that clause or part of a clause is to be regarded as having been deleted from these General Conditions and these General Conditions otherwise remain in full force and effect.

25.4 Waiver

You may not rely on the words or conduct of the Water Corporation as a waiver of any right unless the waiver is in writing and signed by an authorised officer of the Water Corporation.

25.5 Assignment

You must not assign any rights arising out of or under these General without the prior written consent of the Water Corporation.

25.6 Relationship of the parties

- a) Nothing in these General Conditions gives a party authority to bind any other party in any way.
- b) Nothing in these General Conditions imposes any fiduciary duties on a party in relation to any other party.