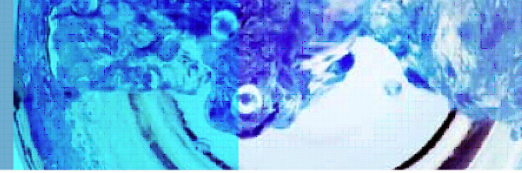


Water Corporation of Western Australia Electronic Business Conditions of Use



This document provides the Water Corporation's Electronic Business Conditions of Use. These are to be applied to all Applications, which are developed for external users of the Corporation's Website Applications, and other internet based computer interactions. The conditions are made up in three parts: Part A, Part B sections 1-4 and Part B section 5.

Part A: Contains **general information** about the Water Corporation's website. These are not legally binding conditions, but provides important background information about the website.

Part B: This part is made up of 5 sections. Sections 1-4 relate to **non-registered users** of the website. Sections 1-5 apply to **registered users** of an application and such users must acknowledge that they have read and agree to these conditions.



Part A Water Corporation of Western Australia: general information about our website

Purpose of the Water Corporation website

This website is provided to enhance customer service and to contribute to the efficiency and effectiveness of interactions between the Water Corporation and its customers.

Reasonable efforts have been made to ensure that the information and advice provided on this website is in good faith on an 'as-is' basis derived from sources believed to be reliable and accurate.

Browser Versions Supported

This website supports Internet Explorer V6.0 (and higher) and the Firefox web browser.

Cookies

Certain functions on this website require your browser to be set to allow the creation of cookies on your computer. Cookies are required for security reasons and to allow our systems to uniquely identify you and your computer.

The Water Corporation does not use cookies to collect personal information. Personal and statistical information is only collected from this website in accordance with our Privacy Policy. www.watercorporation.com.au/P/privacy.cfm

Availability

The Water Corporation will endeavour to have the general functions of this website fully available to you at all times (i.e: 24 hours per day, 7 days per week).

Specific applications operating within this website may have restrictions on availability due to operational or security constraints.

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

The Water Corporation may need to temporarily suspend the service for operational reasons (eg. for planned maintenance or upgrades), in which case we will endeavour to provide sufficient advance notice of any planned outage. The Water Corporation will endeavour to restore the service as soon as possible after any such outage.



The Water Corporation may need to alter code or access details or technical specifications associated with the service for operational reasons. Where we need to inform you about this, we will endeavour to provide sufficient advance notice regarding any possible changes.

Statistical Information

Statistical information is collected by the Water Corporation in relation to the use of this website, which allows us to improve the website by understanding how our customers use the website. The information collected is described in our Privacy Policy.

www.watercorporation.com.au/P/privacy.cfm

Contacting the Water Corporation

For general enquiries relating to this website please contact the Web Master.

webmaster@watercorporation.com.au

For application specific enquiries, please use the 'Contact Us' link when you are logged on to that application.

Links to the Water Corporation's website

Permission to place a hypertext link or any page, image, or other item to this website should be sought by contacting the Water Corporation's Web Master.

Errors and Omissions

The Water Corporation would appreciate notification from you of any errors identified within this website or its applications or the information provided by contacting our Customer Call Centre on **13 13 85** or e-mail cust_centre@watercorporation.com.au and we will endeavour to correct those errors during the course of normal business.

Customer Feedback and Enquiries

Email enquiries and customer feedback will be processed within the same parameters as our normal business correspondence targets.

www.watercorporation.com.au/C/customer_charter.cfm



Part B Water Corporation of Western Australia electronic business general conditions for use of our website

1. Agreement Acknowledgment.

1.1 Agree To Continue

1.1.1 By accessing and using this website, you agree to be bound by and to comply with these General Conditions, which apply to your access and use of the website and to the performance of the website, and the information, services and other material contained on the website or provided by it.

1.1.2 Please read and ensure that you clearly understand and accept these General Conditions before you proceed to use this website. Please exit this website if you do not agree to accept and be bound by these General Conditions.

1.2 Definitions

In these General Conditions:

Application means a specific application on the website for which authorisation is required for the use of that application;

Authorised User means a person who is authorised by the Water Corporation by means of a unique username and confidential password to access and use specific specialised applications which are available on this website;

General Conditions means these General Conditions for Use of the Water Corporation's website;

Material means any document, information, data obtained from this website or any Application;

Non Repudiable means authentication that with high assurance can be asserted to be genuine, and that can not subsequently be refuted;

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

User means any person using this website;

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

Website 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;

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.



1.3 Special Conditions for Applications

Specific areas of the website provide specialised services, which are restricted to Authorised Users. In addition to the General Conditions, Special Conditions may apply for the use of those Applications. If any Special Conditions apply to the use of an Application, the Special Conditions will be advised to and must be agreed by the User as part of the authorisation process for that Application.

1.4 Time and Place of Sending and Receiving

All interactions with the Water Corporation, which occur through this website, 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 are set to Australian Western Standard Time.

1.5 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.

1.6 Freedom of Information

Refer to our policy: http://www.watercorporation.com.au/f/FOI.cfm_

1.7 Privacy Statement

Refer to our policy: <http://www.watercorporation.com.au/P/privacy.cfm>

1.8 Disclaimer

<http://www.watercorporation.com.au/D/disclaimer.cfm>

2. Access to Information held by the Corporation

2.1 General

2.1.1. The Water Corporation reserves the right to change these General Conditions from time to time at its sole discretion, and will advise you of these changes. In addition you are advised to:

- periodically check this section of the website to see if any of the changes affect you; and,
- read the general information provided about this website, which describes the purpose of the website and provides other details about the website and general support arrangements.



2.1.2. Material is provided on this website on the basis that you will assess and verify the material and any representations or statements obtained from the website before use. Changes in circumstances, after material is placed on this website, may impact the accuracy of that material.

2.1.3. When the Water Corporation grants you authentication and access privileges as an Authorised User, you agree to use the Application in a lawful, ethical and responsible manner and to follow any instructions provided by the Water Corporation for the use of the Application.

2.2 Copyright

2.2.1. Copyright in this website including the materials, online graphics, audio and video on this website, is vested in the Water Corporation or affiliates and their respective copyright.

2.2.2. Apart from any fair dealing for the purposes of private study, research, customers feedback or as otherwise permitted under the *Copyright Act 1968 (Cwlth)*, no part of this website or the materials, online graphics or audio and video on this website may be reproduced or re-used for any commercial purpose without the prior written permission of the Water Corporation. Requests for authorisation should be directed to the Web Master webmaster@watercorporation.com.au

2.3 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;

- you are bound by any specific copyright and non disclosure requirements advised to and agreed by you, as part of the authorisation process for that Application;
- 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;
- must not be re-published or quoted in an attempt to discredit the Water Corporation, its officers, employees, contractors, customers and other stakeholders;
- must not be used for resale for any gain or where gain is expected; and
- 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 the our Privacy Policy.



2.4 Links to and from other websites

The Water Corporation's website 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. The Water Corporation does not:

- endorse or provide tacit or explicit approval of any material obtained from other websites;
- warranty or assume any responsibility for the quality, accuracy, source, merchantability, fitness for purpose or any other aspect of the material on those websites, and you must make your own assessment regarding any material obtained from another website.

3. Accuracy of Information.

No Liability and Indemnity

You waive and release and hereby agree to indemnify the Water Corporation to the fullest extent permitted by law from any and all loss, damage, cost, charge, expense, diminution in value or deficiency of any kind or character that you pay, suffer or incur, or are liable for relating to or arising from your usage of or reliance on any material or advice obtained from this website or any associated Application.

4. Technical Environment.

4.1 Viruses

4.1.1. We cannot guarantee that this application and any other information or material contained in, downloaded from or accessible, to 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.

4.1.2. Your transmission to the Water Corporation will be examined for known viruses using the Water Corporation's standard operating environment scanning and detection tools. 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 a transmission and/or transaction confirmation will not be received by you; or
- we will attempt to notify you by an agreed contact method (e.g. email) of the transaction failure.

You are advised, where a transmission failure has occurred, to clean and resubmit the transmitted data. The Water Corporation will accept no liability if your transaction fails due to viral problems.



4.2 Security of Data

4.2.1. The Water Corporation will take all reasonable precautions to protect the data, from misuse and loss and from unauthorised access, modification or disclosure, during transmission to the Water Corporation or while stored on either our web server or on the web servers of parties engaged by the Water Corporation to provide all or part of a service.

Our online security measures include, but are not limited to:

- encrypting data sent from your computer to our systems during Internet transactions and customer access codes transmitted across networks;
- employing firewalls, intrusion detection systems and virus scanning tools to prevent unauthorised persons and viruses from entering our systems; and
- using dedicated secure networks or encryption when we transmit electronic data for purposes of outsourcing.

4.2.2. Should you suspect or become aware of a breach of security we ask that you immediately notify us (see “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.

4.3 Data Backups

The Water Corporation undertakes electronic backup of its computer based systems for its own purposes but does not provide backup and recovery of data not required for its own purposes. We suggest that you implement your own backup and recovery facilities and procedures for data accessed from or transmitted to website and associated Applications.

4.4 Encryption

Encryption is not used in transmitting and receiving your data to and from this website as a default.

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

4.5 Technical Support

You acknowledge that you are responsible for your own hardware and software and for your Internet connection and associated costs.



5. Access and Authentication to an Application

5.1 Establishing the Individuals Identity

5.1.1 Where Applications on this website require an identifiable or non repudiable interaction with you, we will, subject to your application being approved under clause 5.3.2, provide you with a unique username and confidential password to provide authentication, the combination of which identifies you to us and authenticates you as the person who you claim to be.

5.1.2 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 and we will therefore provide, on application, a unique username and confidential password to each of those persons. Sharing of user accounts or disclosure of user names or confidential passwords is forbidden.

5.1.3 Responsibility for the confidentiality and use of your username and confidential password is vested with you. We ask that you immediately notify the Water Corporation (see "Contact Us" information) if you become aware of the loss or theft or unauthorised use of your username and confidential password, following which, the Water Corporation will as soon as reasonably possible, disable access to the Application for that username and issue you with a replacement.

5.1.4 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 Username 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.

5.1.5 Some applications may force each 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.

5.2 Non-repudiation

5.2.1 You agree that as an Authorised User of an Application:

- you are bound by any electronic communication which includes your username and password without any further inquiry on our part;
- we can assume that any transaction or instruction received by way of an Application activated by an Authorised User's username and confidential password originates from that Authorised User and is a valid transaction or instruction which cannot be reversed.



5.2.2 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.

5.3 Request for Access

5.3.1 Water Corporation content on this website 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 Application within a company or other trading entity (and not the company or other trading entity).

5.3.2 In submitting an application for access to an Application as an Authorised User, you:

- acknowledge that you have read, understood the application form and all of its attachments;
- 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;
- 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 sought; and
- agree that the information provided in your Application is accurate, complete and not misleading and that the Water Corporation may rely on that information until we receive notice of any change from you.

5.3.3 The Water Corporation reserves the right to refuse any application made at its discretion without having to give reasons for that refusal.

5.4 Revoking Access

The Water Corporation reserves the right, at its sole discretion, to immediately suspend or terminate your access to and use of the website or to revoke your authorised use of any Application available through this website at its discretion.

This discretion is likely to be exercised in the following circumstances:

- inappropriate or unreasonable use of the website; or
- deliberate or reckless disruption to the website; or
- use your Internet access to menace, create a nuisance or harass others or attempt to do so; or
make any denial-of-service attacks on us or any other users or networks relating to us or attempt to do so; or
- unlawfully attempts to gain access to other applications or networks which the Water Corporation uses or operates; or



- breaches any of the confidentiality or copyright requirements of these General Conditions or the Special Conditions for any Application.

5.5 Continuation of Access

The Water Corporation is under no obligation to continue providing an Application on this website, 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 this website. If an Application is to be withdrawn, Water Corporation will use its best endeavour to notify all Authorised Users well in advance of significant changes.

5.6 Website Availability

5.6.1 Although the Water Corporation has in place procedures to avoid unintended interruption of this website, you acknowledge that the website or any Application may malfunction or become temporarily unavailable due to;

- computer, web server or software malfunction or network congestion;
- the failure of the communication network provided by your 'Internet Service Provider' or ours;
- ancillary equipment failures; and
- other circumstances beyond our reasonable control.

5.6.2 The Water Corporation reserves the right to suspend the availability of this website or any part of this website or any Application at any time. Examples of where this may occur are:

- to perform certain administrative tasks and scheduled maintenance; or
- if, in our opinion, a serious threat is posed to any part of the system supporting this website or any Application.

5.6.3 Where this website or any part of this website or any Application is unavailable, the Water Corporation accepts no liability for:

- the website or its associated applications being unable to perform either in whole or in part any of the functions which we have claimed to support; or
- your inability to execute a transaction or instruction.

