

## **Terms of Use**

MyAccount services ("MyAccount") and Watercare electronic billing services ("e-billing") are services operated and provided by Watercare Services Limited (referred to on these terms of use as "Watercare", "we", "our" or "us"). Your use of MyAccount and e-billing is governed by these terms of use. By registering, accessing and/or using MyAccount or e-billing, you agree to be bound by these terms of use – please read them carefully. If you do not accept these terms, you must not use MyAccount or e-billing.

MyAccount allows you to access information regarding your Watercare account electronically and to access our online services (including e-billing).

## **Registration**

If you do not already receive Watercare bills electronically and you wish to use MyAccount (including e-billing), you must first register for MyAccount by completing the [Registration Form](#), available on our website. When registering, you will be required to provide certain information, including a valid email address, details as listed on your previous Watercare bill and your Watercare account number(s), and you will also be required to set up a secure password. The email address you provide will be used for your MyAccount login.

In order to register for and access MyAccount and electronic bills, you must have internet access and you will be responsible for all costs associated with that access.

If you are a landlord, you can authorise tenant to deal directly with us about the water account for the property they are renting from you. An authorised tenant can register with MyAccount and manage the water account for the property. If you are a tenant and have been authorised by your landlord to sign up for MyAccount in relation to the property you are renting, you will be able to "authorised tenant". Details on becoming an "authorised tenant" are available on the [Watercare website](#).

## **Electronic Billing and Methods of Receiving Notices and Bills**

You can receive notices and your monthly bill electronically instead of by physical post. You can choose to opt into e-billing by selecting the e-billing option in your MyAccount settings at any time, or by contacting us. There is no discount for receiving notices and monthly bills electronically.

We will send you a confirmation email to confirm that your notices and bills will be switched from paper to electronic. Once you have opted in to e-billing, your monthly bills will be sent as an attachment to your registered email address, or we will send you an email to that email address notifying you that your bill is available to be viewed online.

You will be deemed to have received any notices and bills sent to your email address one working day after we have sent it. We will not be responsible if you do not receive any notices or bills sent by us to your email address, however if we become aware or believe that any notices or bills sent to your email address are not being received by you, we may revert to sending notices and bills to you by physical post.

You may opt-out of e-billing at any time and choose to receive your monthly bill by physical post, by selecting the option in your MyAccount settings, or by contacting us.

Any changes to your method of receiving notices and bills may take one or two billing cycles to take effect.

## **Privacy**

The [Privacy Statement](#) available on our website sets out generally how we collect, use and disclose your personal information. The Privacy Statement forms a part of these terms of use. Set out below is some additional information about our collection and handling of personal information in connection with MyAccount.

The personal information we may collect in connection with MyAccount includes your:

- identification and contact details (including name, date of birth, email address, billing information);
- Watercare account details;
- email and phone correspondence with Watercare;

If you do not provide all of the information we request, you may not be able to access the MyAccount or e-billing services.

Purposes for which we use personal information that you provide to us for MyAccount or e-billing services, include to:

- provide you with MyAccount and e-billing services, including sending notices and electronic bills to your email address; and
- assist us with the management and the provision of any other services we may provide to you from time to time, including for example ensuring we have up to date records relating to your Watercare account.

Your personal information may be disclosed or otherwise made available to third party service providers who help us provide MyAccount and e-billing services and any other services we may provide.

## **Accuracy and Security of Information**

You are responsible for ensuring that all information that you provide to us (including your email address) is accurate, complete and up to date. You must advise us as soon as possible if your email address or other contact details changes, by making changes in your MyAccount settings, or by contacting us. Any changes may be subject to verification by us.

You must select a password for your use when you register for MyAccount. You must keep your password secure and confidential and must not:

- choose a password that is easily able to be guessed or identified as relating to you;
- share your account number or password with any other person;
- keep any record of your password in a form that can be readily identifiable; or
- store your password anywhere in written or electronic form or in any automated log or process (e.g. by turning on the "auto-complete" function on an internet browser).

If your password becomes known to anyone other than yourself, you must immediately change your password in your MyAccount settings, or contact us so we can assist you in securing your MyAccount. You should also let us know if you believe or suspect that your account details have

been accessed by an unauthorised person. You are responsible for all activity conducted on MyAccount using your registered email and password.

We take reasonable steps to preserve the security of information that we hold. Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of the transmission of information between you and Watercare.

### **Intellectual Property**

All intellectual property on MyAccount, including without limit, the text, graphics, copyright works and trademarks, is owned by us (or by third-party content suppliers) and you have no rights in relation to such intellectual property.

You may access, view, reproduce and print the content on MyAccount, provided you only use that content for informational and non-commercial purposes.

### **Third Party Websites and Materials**

MyAccount may contain links to third party websites or refer to third party services. These websites or third-party services have not been prepared by us and are not managed by us. They are provided for your convenience only, and do not imply that we check, endorse, approve or agree with third party websites or third-party services that MyAccount links or refers to.

MyAccount may also contain third-party advertisements. Advertisements are not recommendations or endorsements by us. You should refer to the relevant advertiser for information on its products and/or services.

### **Disclaimer**

Although we have tried to ensure the content on MyAccount is current, accurate and complete, we do not guarantee that such content will be always available, current, accurate or complete when you access it. We will take action, within a reasonable time, to correct any error or inaccuracy which is brought to our attention.

To the extent permitted by law, we do not represent, endorse or warrant:

- the content, services or information on MyAccount;
- that you will have uninterrupted or error-free access to, and use of, MyAccount;
- that MyAccount, any services provided on it, and any files available for downloading will be error-free or free from viruses, faults or defects; or
- that the content is accurate, complete, or suitable for a particular purpose.

To the extent permitted by law, we will not be liable for any damage, loss or expenses, or indirect losses or consequential damages of any kind however caused (including negligence), which you may suffer or incur, directly or indirectly, from any error, inaccuracy, incompleteness or other defect in information on, or accessed through, My Account, or from your use of, or reliance on, MyAccount, including any transaction processing or payment services made available on, or through, MyAccount.

If the Consumer Guarantees Act 1993 and Fair Trading Act 1986 applies, you may have rights or remedies which are not excluded nor limited by the above. If your connection with Watercare is a business connection, the above exclusions and limits will apply and the Consumer Guarantees

Act 1993 and certain provisions of the Fair Trading Act 1986 (to the extent permitted by law) will not apply.

### **Compliance with law**

You agree to comply with all applicable laws and with these terms of use at all times when using MyAccount. You may not attempt to gain unauthorised access to any part or feature of MyAccount, or attempt to obtain any materials, information or documents through any means not authorised by us or intended to be made available by us. This includes, without limit, hacking, password mining or otherwise accessing data without prior express authorisation. You may not test the vulnerability of MyAccount or seek to trace any information on any other user of this website.

### **Jurisdiction and Governing Law**

These terms of use and any matters or disputes connected with MyAccount or e-billing will be governed by New Zealand laws and will be dealt with by the exclusive jurisdiction of the New Zealand courts.

### **Amendments and Other Terms**

We may modify, add to or delete any of these terms of use, the MyAccount services, or the e-billing services from time to time. We will give you endeavour to give you at least 14 days' notice of such changes. We may notify give notice to you by any of the following means:

- emailing you at the email address you have provided us;
- posting information on our site;
- public notice; or
- written notice to you.

By continuing to use MyAccount after any changes take effect, you are deemed to have agreed to the changes.

If there is any inconsistency between these terms of use and any standard Watercare terms and conditions (including the Privacy Statement) in relation to the use of MyAccount, these terms of use will prevail, but only to the extent required to resolve that inconsistency.

### **Suspension or Termination of Account**

We may at any time with reasonable notice withdraw or suspend your access to MyAccount or change you from e-billing to physical post billing. We may at any time without notice suspend or withdraw your access to MyAccount or e-billing if you breach any of these terms of use, you have acted fraudulently, or we consider we have other reasonable grounds to do so.

We may notify you of termination or suspension of your access to MyAccount or e-billing or any other matter by telephone or in writing (including by email).

### **Contacting Us**

If you have any questions or concerns in relation to MyAccount or these terms of use, please contact us at: [info@water.co.nz](mailto:info@water.co.nz)