

My Account and My Account for Managing Agents Terms and Conditions of Use

Please read all the Terms and Conditions of Use. You acknowledge that you have read and understood these Terms and Conditions of Use and also agree to be bound by them. If you do not agree with any of the terms and conditions, you will not be able to use the My Account or My Account for Managing Agents service.

The My Account portal (**'My Account'**) and the My Account for Managing Agents portal (**'My Account for Managing Agents'**) are self-service portals offered by Sydney Water Corporation ABN 49 776 225 038 (**'Sydney Water'**) that enable you to securely access and manage Sydney Water account information online for the properties that you register. These Terms and Conditions of Use govern your use of My Account and My Account for Managing Agents and are between you and Sydney Water Corporation (**'Sydney Water'** or **'us'** or **'our'** or **'we'**).

In these Terms and Conditions of Use:

- a. **Bill** means your Sydney Water bill, invoice, statement or demand (however described) for the services or products we provide.
- b. **Communications** includes information we send to you such as payment reminders, disconnection and debt collection notices, all marketing or service information and any other notices, letters, publications or other billing-related information we send you.
- c. **Portals** means My Account and My Account for Managing Agents.
- d. **You** or **your** means the individual who accepts these Terms and Conditions of Use in their personal capacity or as an authorised representative of a company or other legal entity.

1. Eligibility

- a. To be eligible to register for My Account, you must either:
 - (i) own the property you are registering for My Account (**'Owner'**); or
 - (ii) have already been appointed by the Owner as an authorised contact for the property and have those details recorded in Sydney Water's system (**'Authorised Contact'**) if the property is owned by an individual / individuals.
- b. To be eligible to register for My Account for Managing Agents, you must be a managing agent of properties in Sydney Water's area of operations (i.e. Sydney, the Blue Mountains and the Illawarra regions) with an Australian Business Number (ABN) (**'Managing Agent'**). You will then be able to add the properties you have been appointed to manage to your account.
- c. To be eligible, you must be 18 years or above.

2. Functionality and modifications

- a. For Owners and Authorised Contacts, My Account enables you to:
 - (i) choose whether to receive your Sydney Water Bill by post or email (paperless);
 - (ii) view and download your past Bills for up to 3 years;
 - (iii) view and download your payment history for up to 3 years;
 - (iv) add and remove properties;
 - (v) update your personal contact and payment details;
 - (vi) request reminders 2 days before your payment is due;
 - (vii) set up direct debit;
 - (viii) request a short payment extension online;
 - (ix) pay your Bills online; and
 - (x) register for service alerts.
- b. For Owners who jointly own a property with another individual / other individuals, and they register for My Account, the following details will be made available to these individuals in My Account:
 - (i) current and past Bills for up to 3 years, including the registered mailing address for the Bill;
 - (ii) current and past payment history for up to 3 years.
- c. For Managing Agents, the My Account for Managing Agents portal enables you to:
 - (i) choose whether to receive Sydney Water Bills by post or email (paperless);
 - (ii) view and download past Bills for up to 3 years from the date you added the relevant property to My Account for Managing Agents (or for existing eBill customers, 3 years from the date you registered for eBill for the property);
 - (iii) view payment history for up to 3 years from the date you added the relevant property to My Account for Managing Agents (or for existing eBill customers, 3 years from the date you registered for eBill for the property);
 - (iv) add and remove properties;
 - (v) manage properties within the portfolios you create; and
 - (vi) update the contact details for your business.
- d. We may introduce other services that form part of, or complement, My Account or My Account for Managing Agents from time to time. We may, at our discretion, add, change or remove any functionality or features associated with the use of My Account or My Account for Managing Agents. These Terms and Conditions of Use will govern any changes made to My Account or My Account for Managing Agents. By continuing to use My Account or My Account for Managing Agents after the changes are implemented, you are accepting those changes.

3. Fees and charges

Sydney Water does not charge a fee to register for, or use, My Account or My Account for Managing Agents. You may be liable for late payment fees or interest if you do not pay your Sydney Water Bill before its due date in accordance with the [Customer Contract](#). Your telecommunication or internet provider may charge you for your data usage when you access the My Account or My Account for Managing Agents service on our website.

4. Acceptance of My Account and My Account for Managing Agents Terms and Conditions of Use

- a. We provide access to, and use of, My Account and My Account for Managing Agents subject to these Terms and Conditions of Use. By registering for My Account or My Account for Managing Agents you agree to:
 - (i) be bound by these Terms and Conditions of Use;
 - (ii) receive our Bills and Communications at your nominated email address; and
 - (iii) access our Bills and Communications at your nominated email address, on My Account or My Account for Managing Agents.
- b. We may amend these Terms and Conditions of Use at any time and will provide you with notice of any such amendments. The latest Terms and Conditions of Use are available from My Account and My Account for Managing Agents.
- c. If we amend our Terms and Conditions of Use, we will send you an email.
- d. Through your use of My Account or My Account for Managing Agents, you may be required to accept terms and conditions on third-party websites, depending on how you are paying your Bill.

5. Acceptable use of My Account and My Account for Managing Agents

Your use of My Account and My Account for Managing Agents must not (and must not permit others to):

- a. interfere with the performance or integrity of the Portals, including any deliberate attempt to overload, reverse engineer, compromise, disable or impair the Portals. You must not attempt to circumvent, disable, bypass, exploit, or misuse any information and communications technology controls unless authorised in writing to do so;
- b. attempt to modify the Portals in such a way as to undermine the security or negatively impact the Portals or introduce a vulnerability or otherwise;
- d. be for any illegal or unlawful activity;
- e. deliberately or recklessly introduce any form of computer virus, trojan horses or other programs that may damage the Portals;
- f. assign, pledge, modify, transfer, sell, resell, sublicense, rent, lease, or create derivative works based on the Portals; or
- g. perform any penetration test of or on the Portals.

6. Registration to use My Account or My Account for Managing Agents

- a. You agree to provide true, accurate, current, and complete information about yourself as part of your registration, and to keep your details updated. If you don't keep your information current, your use of My Account or My Account for Managing Agents may be affected.
- b. As part of the registration process, you need to provide your name, property details, email address, phone number and password. Your username will be the email address you provide in the registration process. You are responsible for keeping your username and password secure. You agree to immediately notify us of any unauthorised use of your username and password or any other breach of security. You should regularly change your password to maintain password confidentiality. You

acknowledge and agree that you are responsible for your use of My Account and My Account for Managing Agents and any activity occurring using your login details. You must not misrepresent yourself to be someone else. You agree to be the exclusive user of your login credentials for My Account or My Account for Managing Agents.

- c. You may not be able to register, use or access My Account or My Account for Managing Agents if our system does not support your browser or device.
- d. You will need to activate your registration via a link we send to the email address you provided in the registration process and provide information to enable us to authenticate and approve the registration. The email may appear in your spam or junk folder.
- e. You will receive an email confirming your registration once it is complete. Registration approvals are at our discretion.
- f. If a property has more than one Owner that is registered with NSW Land Registry Services, each Owner can register for My Account with a separate email address and password. A property can also be registered by an Authorised Contact and/or a Managing Agent.
- g. You may be temporarily locked out of My Account or My Account for Managing Agents if you fail to properly authenticate yourself. If you are locked out of My Account or My Account for Managing Agents and require urgent access, call us on 13 20 92 8am–5:30pm Monday to Friday (except public holidays).

7. Removal of properties from My Account or My Account for Managing Agents and deactivation of accounts

- a. If you have more than one property, you may remove all but one property from My Account at any time. If you only have one property, you will need to call us on 13 20 92 to ask us to remove the property and deactivate My Account.
- b. If you remove a property you still own, you will remain responsible for paying outstanding Bills or other liabilities incurred. You will be able to access your account details by calling us, or you can add the property to My Account again in the future.
- c. If you remove a property that is set up for:
 - (i) direct debit, we will cancel your direct debit arrangement and you will need to pay your Bill using another method;
 - (ii) paperless billing, we will revert the Bills to paper and send them to the last known mailing address or to the property address;
 - (iii) payment reminders, you will no longer receive any reminders when your Bills are due.
- d. If you no longer own the property, we will automatically cancel any direct debit arrangement you have in place, stop sending you (or your Managing Agent) Bills and cancel payment reminders. You will still be able to log in to access past billing and payment history applicable to your ownership of the property. If you remove a property you no longer own from My Account, you will not be able to add it again in the future.
- e. If you are a Managing Agent, you may remove a property or all properties from My Account for Managing Agents at any time and deactivate your account. If another managing agent assumes responsibility for the property or the property is sold, you will no longer have access to any details about the property.
- f. If we deactivate My Account or My Account for Managing Agents, you will need to call us if you would like to enable your access again in the future.
- g. If you are an Authorised Contact or Managing Agent, your access to property details may be revoked by the Owner at any time and without notice. When you log in to

My Account or My Account for Managing Agents, you will no longer have access to the relevant property details from the time your access was revoked.

8. Paperless billing (eBill)

- a. Paperless billing (also referred to as 'eBill') is an online service that enables you to receive a Bill summary at your nominated email account when your Bill is issued. When you opt in for paperless billing, we will stop sending you paper Bills. You will access all your future Bills online unless you choose to revert to paper. You may receive a card or a letter from us if we need to let you know about something else, such as planned water outages. If you receive paperless Bills, you cannot pay your Bill in person.
- b. The communication and information we email you may contain only a summary of the full billing information available when you log in to My Account or My Account for Managing Agents. You can download and view the full Bill in PDF form when you log in to My Account or My Account for Managing Agents.
- c. You may only access Bills online through My Account if you have successfully registered for My Account or My Account for Managing Agents.
- d. If you use paperless billing, we will deem that Bills and Communications have been delivered, presented, received and viewed by you once we've sent the Communication to your nominated email account, unless we are notified otherwise.
- e. You are responsible for ensuring that you've read and acted upon Bills and Communications as required, and for notifying us of any issues associated with accessing or using My Account or My Account for Managing Agents.
- f. If you disagree with the content of any online item, including any Bill, you are responsible for raising objections with us.
- g. If you have authorised a Managing Agent to act on your behalf, the Managing Agent may request to receive Bills for your property via paper or paperless billing. You will also be able to access your Bill by logging in to My Account.

9. Privacy

- a. To provide you with My Account and My Account for Managing Agents, you need to provide us with sufficient personal information necessary to establish an account.
- b. Your personal information will be accessible to you through My Account or My Account for Managing Agents. You can update your contact details and payment information (if applicable) at any time.
- c. We will use your personal information to provide the My Account and My Account for Managing Agents services, including to provide you with Bills, payment reminders (if applicable), disconnection and debt collection notices, service information and any other notices, letters, publications or other billing-related information we send you.
- d. We will also use your personal information to:
 - (i) notify you of service interruptions and updates (if you are an Owner or Authorised Contact); and
 - (ii) if you have provided your consent, contact you to send you materials about Sydney Water promotions, products, services and offerings. If you have provided consent and no longer wish to receive these types of communications, you can withdraw your consent by selecting 'unsubscribe' within the relevant communication.
- e. If you are an Owner and have an Authorised Contact acting on your behalf, your account information will be made available to the Authorised Contact.

- f. To provide you with our services, we may need to share your personal information with our service partners, our contractors and third parties, or banking institutions. We may also disclose your personal information as permitted or required by law.
- g. Additional information about how we handle your personal information is available on the ['Privacy'](#) page on our website.
- h. We use analytics systems such as Google Analytics and Adobe Analytics to gather information about visitor activity on My Account and My Account for Managing Agents. We don't use these systems to identify you but to aggregate results. This helps us evaluate and improve our services and make our services easier for you to use. When you use our website, some information is logged automatically, such as:
 - (i) your operating system;
 - (ii) your IP address;
 - (iii) your device and browser type;
 - (iv) what city you are in;
 - (v) how long you spend on our website; and
 - (vi) which pages and documents you viewed.
- i. We also take measures to protect us from malicious activities on our website, such as Google reCAPTCHA challenges. To understand how Google uses information from sites or apps that use its services, you can review the [Google Privacy & Terms](#).

10. Warranties and our liability to you

- a. Nothing in these Terms and Conditions of Use attempts to limit, modify or exclude any liability arising under statute if, and to the extent that, such liability cannot be lawfully excluded. Further, nothing in these Terms and Conditions of Use attempts to limit or exclude any liability for fraud or fraudulent misrepresentation or exclude or limit liability for death or personal injury caused by our negligence.
- b. Subject to this clause 10, we make no warranty that My Account or My Account for Managing Agents (including the bill payment service we provide) will be uninterrupted, secure or error free, or that the information accessed is free from computer viruses or other harmful defects.
- c. Subject to this clause 10, we will not be liable to you:
 - (i) if My Account or My Account for Managing Agents is unavailable for any reason or any suspension or termination of your access to the Portals; or
 - (ii) for any loss, expense, or damage (including consequential, special, or indirect in nature) arising out of or in connection with any use or access to (or inability to use or access) My Account or My Account for Managing Agents, except to the extent such loss, expense or damage arises as a result of Sydney Water's own error, omission or negligence. This includes any unauthorised access or use of My Account or My Account for Managing Agents by another person, corruption or loss of data transmitted to or from the My Account or My Account for Managing Agents Portals, the loss or misuse of passwords or any other matter that has arisen from your use or inability to use My Account or My Account for Managing Agents.
- d. We take no responsibility for your use of a third-party site that might be linked to My Account or My Account for Managing Agents.

11. Intellectual property rights

- a. Using My Account or My Account for Managing Agents does not give you ownership of any intellectual property rights in the Portals or the content you access.

- b. Subject to these Terms and Conditions of Use, we grant you the right to access and use My Account (if you are an Owner or Authorised Contact) or My Account for Managing Agents (if you are a Managing Agent) on your computer or mobile, as permitted under these Terms and Conditions of Use.
- c. The My Account and My Account for Managing Agents portals are powered by Smart Energy Water (SEW). Any illegal reproduction of this content may result in legal action.

12. Termination

- a. We may, at our discretion (acting reasonably), terminate or suspend your My Account or My Account for Managing Agents service.
- b. We may immediately terminate or suspend your use of My Account or My Account for Managing Agents at any time if you breach these Terms and Conditions of Use, due to inactivity on your account or in connection with access, use, security or technical issues.
- c. If we terminate or suspend your access to or use of My Account or My Account for Managing Agents, you will still be responsible for any outstanding Bills or other liabilities incurred.
- d. We will inform you of the reason for suspension or termination.

13. Complaints and assistance

- a. We are committed to managing complaints quickly, fairly, confidentially and professionally. To make a complaint, complete the 'Contact us' form within My Account or My Account for Managing Agents or call us on 13 20 92 8am–5:30pm Monday to Friday (except public holidays). If you are unhappy with our solution, you can choose to have the complaint reviewed again by a manager. You can also contact the Energy & Water Ombudsman NSW (EWON) at any time on 1800 246 545 for free independent dispute resolution.
- b. If you need help registering for My Account or My Account for Managing Agents, check the information on the ['About My Account'](#) page on our website.
- c. If you need help using My Account or My Account for Managing Agents, check the 'frequently asked questions' contained in the 'Contact us' pages within My Account or My Account for Managing Agents, complete the 'Contact us' form or call us on 13 20 92 8am–5:30pm Monday to Friday (except public holidays).

14. Miscellaneous

- a. The terms of Schedule 4 – [Customer Contract](#) of our [Operating Licence](#) (as amended and superseded from time to time) will take precedence over these Terms and Conditions of Use, to the extent of any inconsistency between them.
- b. The laws of New South Wales, Australia, govern these Terms and Conditions of Use. If any of the terms and conditions are found to be invalid or unenforceable, such invalidity or unenforceability will not affect the remainder of the terms and conditions which will continue in full force and effect.
- c. Neither party shall be deemed to have waived any rights or remedies under these Terms and Conditions of Use unless such waiver is in writing and, in the case of Sydney Water, signed by one of our authorised officers. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies.