

South East Water Terms of Use

Terms Summary

The Terms of Use include the following terms and conditions:

- We will collect and handle Personal Information about you in accordance with these Terms of Use including our Privacy Charter;
- The security of information you transmit to us or we transmit to you over the Internet is not warranted as secure and you transmit that information at your own risk;
- We are not liable to you or anyone else for any loss in connection with use of this Website or any Linked Website including loss or damage to computer systems;
- We do not warrant that the information on the Website or on SEW Chat is accurate, complete or up to date;
- You are licensed to use the copyright material on the website for your personal and non-commercial use, unless otherwise agreed with us; and
- Rules governing your use of SEW Chat, our chatbot function.

These Terms of Use are deemed to include our [Privacy Charter](#) and together govern your access to and use of this Website and the SEW Chat and services provided through or in connection with this Website. By accessing, viewing or inputting data into SEW Chat or by using the Website, you agree to be bound by these Terms of Use and any additional terms and conditions notified to you from time to time.

Intellectual Property Rights

You acknowledge that all intellectual property rights in the content, information, design, layout, graphics and software in SEW Chat (including any transcript from the SEW Chat) and on our Website are owned by or licensed to SEW.

You may view the content or print a copy of the material on the Website for personal, non-commercial use provided you do not modify the content in any way (including any copyright notice). All rights not expressly granted under these Terms of Use are reserved by SEW.

To the extent necessary for you to use SEW Chat, SEW grants you a non-exclusive, revocable licence to use SEW Chat solely for your personal use and in accordance with these Terms of Use.

Copyright

This Website is our property and copyright in the material on this Website is owned or licensed by us. You are provided with access to it only for your personal and non-commercial use, unless otherwise agreed with us.

Other than for the purposes of and subject to the conditions prescribed under the Copyright Act 1968 (Commonwealth of Australia) and similar statutes that apply in your location, you may not, in any form or by any means:

- adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of this Website; or
- commercialise any information, products or services obtained from any part of this Website,

without our prior written permission.

Trade Marks

Except where otherwise specified, any word or device to which is attached the TM or ® symbol is a trade mark of SEW.

You may only use our trade marks with our prior written consent and in addition to any other conditions we may impose. If you use any of our trade marks with our consent to refer to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:

- in or as the whole or part of your own trade marks;
- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive; and/or
- in a manner that disparages us or our information, products or services (including this Website).

Prohibited activities

When using the Website or SEW Chat, you must not:

- infringe any intellectual property right (including copyright, database right or trade mark right) of any person or be in breach of any legal duty owed to any person, such as a contractual duty or a duty of confidence;

- reproduce any information on the Website or SEW Chat without our express written permission;
- seek reimbursement from any other party for access to the Website or SEW Chat or on-sell any information obtained from the Website or SEW Chat;
- do anything likely to mislead or deceive us or any other person, pretend to be someone else, do anything offensive, or use the SEW Chat for any illegal, immoral or harmful purpose;
- send anything to the SEW Chat that contains software, viruses or any other computer code with the ability to interrupt, harm, damage or destroy the SEW Chat, the Website or SEW's other systems;
- engage in any conduct which is likely to mislead or deceive us or any other person, impersonate any other person while using the Website or SEW Chat, conduct yourself in an offensive manner while using the Website or SEW Chat, or use the Website or SEW Chat for any illegal, immoral or harmful purpose;
- submit, post, upload, email or otherwise send or transmit to the Website or SEW Chat or any user of the Website or SEW Chat, anything that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly to the Website or SEW Chat; or
- interfere with the Website or SEW Chat or the servers or networks underlying or connected to the Website or SEW Chat or violate any of the procedures, policies or regulations of the Website or SEW Chat or any networks connected to the Website or SEW Chat.

Linked Websites

This Website may contain links to Linked Websites. Those links are provided for convenience only and may not remain current or be maintained. You acknowledge that links to those Linked Websites do not constitute any endorsement, approval, or recommendation, by us of, or preference by us for: the owners or operators of those Linked Websites, or any information, graphics, material, products or services referred to on those Linked Websites.

We do not have any control over the content of Linked Websites and you acknowledge that we are not advertising or promoting the products or services of any third party by having a link to that third party's website. We do not guarantee the content, quality, accuracy or currency of any information on any Linked Sites. By linking this Website to any Linked Website we are not authorising the reproduction of material on a Linked Website.

Material on this Website may contain general information about SEW products and services. Unless expressly stated otherwise, this information:

- does not constitute an offer or inducement to enter into a legally binding contract; and
- does not form part of the terms and conditions for SEW products and services, other than those advertised at the South East WaterSavers Store and whether or not purchased by the on-line ordering system or by mail, fax or phone.

For further information about a particular product or service, please contact us at support@sew.com.au

SEW Chat

By accessing and using SEW Chat, you are agreeing to these Terms of Use.

Please do not provide SEW Chat personal information unless specifically requested. You must not provide personal information about another person unless you have their consent.

You can only use SEW Chat if:

- you are an existing SEW customer; or
- you are moving into or moving out of the SEW water and sewerage district.

SEW Chat may not be able to assist with your query in which case you will be directed to our call centre team.

Information submitted to SEW Chat

You may be asked to provide your contact information such as your name, email address, phone number, or postal address when using SEW Chat and in doing so, you:

- Consent to us contacting you using those details provided including for the purposes of:
 - emailing or posting correspondence to you;
 - contacting you to resolve issues that we are not able to resolve using SEW Chat; and
 - contacting you to follow up on issue raised in SEW Chat; and
- Consent to us using the contact details provided by you in SEW Chat to update the contact details in your SEW customer file. Any personal

information will be collected, stored and used in accordance with our Privacy Charter.

Transcripts of SEW Chat are recorded and may be used by SEW for training, quality improvement and other business purposes.

You are responsible for ensuring the accuracy of information inputted into SEW Chat. You warrant that you have all of the necessary rights in the information you input into SEW Chat.

General Disclaimer

We are not liable to you or anyone else for any Loss in connection with use of this Website, SEW Chat or a Linked Website.

This general disclaimer is not restricted or modified by any of the following specific warnings and disclaimers but does not attempt to exclude liability in relation to those warranties implied by law which cannot be excluded.

Specific Warnings and Disclaimers

You must ensure that your access to this Website and SEW Chat is not illegal or prohibited by laws which apply to you or in your location.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of this Website, SEW Chat or a Linked Website. You must take your own precautions to ensure that whatever you select for your use from this Website is free of viruses or anything else (such as worms or trojan horses) that may interfere with or damage the operations of your computer systems.

While we have made every effort to ensure that the information contained on our Website and SEW Chat is free from error, we do not warrant the accuracy, adequacy or completeness of this information. In addition, we may, from time to time, change or add to this Website (including these Terms of Use) or the information, products or services supplied by us without notice. We are not liable to you or anyone else if errors occur in the information on this Website or on SEW Chat or if that information is not up-to-date.

To the extent permitted by applicable law, all representations, warranties and other terms are excluded, including any implied representations, warranties, terms or conditions that this Website and SEW Chat and the information available on it are of satisfactory quality or fit for their purpose. In circumstances where warranties are implied by law and cannot be excluded, SEW's liability is limited to either the repair, replacement or reimbursement for the goods supplied by SEW or the replacement or reimbursement for the services supplied by SEW, at SEW's option.

Definitions

In these terms of use:

"Loss" means any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered.

"Linked Websites" means websites of people other than SEW which are hyperlinked from this Website.

"Personal Information" means information or an opinion about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

"SEW" means South East Water ABN 89 066 902 547, and includes any of the directors and employees of SEW or any of its associated entities or any other person contributing to this Website.

"SEW Chat" means the interactive question and answer facility on our website which can be used to understand and make changes to your account (including bills) and other aspects of the services and assistance we can provide you.

"This Website" or "the Website" means the whole or any part of the web pages located at www.southeastwater.com.au (including the layout of this Website; individual elements of the Website design; underlying code elements of this Website; or text, sounds, graphics, animated elements or any other content of this Website).

"We" and "us" refer to SEW, and "our" has a similar meaning.

General

These Terms of Use are governed by the laws in force in Victoria, Australia and you submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms of Use, this Website, or SEW Chat.

Nothing contained in these Terms of Use derogates from SEW's right to comply with law enforcement requests or requirements relating to your use of this Website or SEW Chat or information provided to or gathered by SEW with respect to that use.

No failure to exercise nor any delay in exercising by us of any right, power, privilege or remedy under these Terms of Use shall impair or operate as a waiver thereof in whole or in part. No single or partial exercise of any right, power privilege or remedy under these Terms of Use prevent any further or other exercise thereof or the exercise of any other right, powers, privilege or remedy.

If any clause or provision of these Terms of Use is determined to be illegal, invalid or unenforceable for any reason, then such clause or provision will be construed, to the extent feasible, to render the clause or provision enforceable. If no feasible interpretation would save such clause or provision, it will be severed from the remainder of these Terms of Use without affecting the enforceability of all remaining clauses and provisions.

Your access to this Website or SEW Chat may be terminated at any time by SEW without notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by SEW will survive termination, however, you will no longer be authorised to access this Website or SEW Chat.

These are the current Terms of Use. They replace any other terms of use for this Website and SEW Chat published on this Website to date. SEW may at any time vary these Terms of Use by publishing the varied Terms of Use on this Website. You accept that by doing this, SEW has provided you with sufficient notice of the variation.