



EMWD “My Account” Terms and Conditions

TERMS OF USE

By accessing and using this portion of Eastern Municipal Water District’s (EMWD’s) website, herein called the EMWD Customer Portal (Portal), you are agreeing to the policies contained on this page. Please read these terms of use carefully before using this Portal. If you do not agree to these terms of use, please do not use this Portal. EMWD reserves the right to change these policies at any time at its sole discretion. In such event, EMWD will provide notice to you in accordance with applicable law, which may be accomplished by posting such change on EMWD’s website. Any use of the Portal after EMWD provides notification will constitute your agreement to such change(s). You may terminate your Portal account if you do not agree with any such amendments.

EMWD does not warrant or make representations or endorsements as to the quality, content, accuracy, or completeness of the information, text, graphics, links and other items contained on this Portal or any other third-party website. Such materials have been compiled from a variety of sources, and are subject to change without notice from EMWD.

The Portal integrates with EMWD’s third-party billing vendor, Kubra, and by agreeing to this Portal’s terms of use, you are also agreeing to Kubra’s Terms and Conditions policy, available for review at: <https://billpay.emwd.org/EMWD/Terms.aspx>.

You agree to provide accurate and complete information in the creation of your Portal account, and you acknowledge and agree you will update this information with any changes. Any additional authorized users shall establish their own Portal account. We reserve the right to suspend or terminate any Portal account for any reason, including if any registration information is inaccurate, untrue or incomplete, or if you or any authorized user fails to maintain the security of any user credentials.

DISCLAIMER AND LIMITATION OF LIABILITY

EMWD does not warrant that the functions contained in the content and this Portal will be uninterrupted or error-free, that defects will be corrected, or that this Portal or the server that makes it available is free of viruses or other harmful components. EMWD does not warrant or make any representation of any kind regarding the use or the results of the use of the content

in this Portal in terms of its correctness, accuracy, reliability, effectiveness, timeliness, or otherwise. The user assumes all of the risks associated with using this Portal.

AVAILABILITY

The Portal is designed to be available to you seven days a week, 24 hours a day, and EMWD will endeavor to update account balance and activity information daily. However, EMWD shall not be liable for your inability to receive electronic messages or to access the Portal, or for EMWD's delay in updating or failure to update any information, for whatever reason.

PAYMENT OF EMWD BILL(S)

The unavailability of this Portal or any Portal services, or the failure of any Portal service or online transaction for any reason, shall not relieve any customer or user from, or excuse the delay in the payment or performance of, any obligation owed to EMWD for or in connection with services that have been rendered or otherwise.

It is your sole responsibility to pay your EMWD bill(s) on time to avoid late fees, collection activity, or shutoff of water service.

INDEMNITY

You agree to indemnify, defend and hold harmless EMWD, its officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of any aspect of this Portal, your violation of these terms of use, or your infringement of any intellectual property or other right of any person or entity.

PASSWORD AND SECURITY

You are responsible for ensuring that your account credentials are kept confidential and are not disclosed to any third party. You are fully responsible for all activity that occurs under your customer account using your account credentials, including any loss, misuse, or modification of information, regardless of whether the activities are authorized by you or undertaken by you or any third party. EMWD is not responsible for unauthorized access to your customer account.

If your password is lost, stolen, or used without your permission, please change your password immediately. If you disclose your password to a third party bill payment vendor, EMWD is not responsible for the accuracy and timeliness of your bill payments.

USE OF ELECTRONIC COMMUNICATIONS

By accepting these terms or otherwise using the Portal, you also agree that any and all notices, disclosures and communications regarding the Portal between you and EMWD, including these

terms, may be made electronically, including by EMWD posting to its website in accordance with applicable law. Any electronic notice, disclosure or communication EMWD makes will be considered made when transmitted by EMWD.

If you are using online services through this Portal, you may receive emails from us specific to your online transactions. We do not ask for personal or account information in an email unless you have contacted us first and we need to clarify your request. We encourage you to report suspicious email by forwarding the message to customerservice@emwd.org.

SERVICE AND TECHNICAL INFORMATION

EMWD makes every effort to display and describe the features on this Portal accurately and completely. However, your interaction with this Portal depends on a number of factors, including your computer equipment and internet connection. EMWD may change, update, or remove features at its discretion. Therefore, EMWD cannot guarantee the availability or accuracy of any or all features on the Portal. You agree that technical information, opinions, recommendations and other information made available to you on this Portal are for your convenience only.

LINKS TO THIRD PARTY SITES

This Portal contains links to third party sites. These links are provided for convenience and informational purposes and are neither under the control of EMWD nor is the content of the third party sites monitored by EMWD. EMWD is not responsible for the content of any site linked to this Portal and makes no representations or warranties regarding the content of any of these linked sites. These links do not constitute or imply an endorsement, authorization, sponsorship, or affiliation by EMWD with respect to any third party, any third party's website, the content of any third party's website, or any products or services provided by a third party.

PRIVACY

EMWD reserves the right to monitor your use of this Portal for EMWD related purposes including without limitation troubleshooting problems, monitoring for security issues, and enforcing the terms of use agreement.

RESERVATION OF RIGHTS

We reserve the right to change, modify, add to, or remove portions of these terms of use at any time.
