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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

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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.

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