



# eBill service

## Terms and conditions



Our eBill service lets you electronically receive your bill by email, view past bills from the date of registration and pay bills online. These are the terms and conditions of this service

### 1. Meaning of words

- a. **Bill** or **Bills** means your Sydney Water bill, invoice, statement or demand (however described) for the services or products we provide. This includes any communications, notices or other billing related information we send you.
- b. **Business day** means Mondays to Fridays when banks are open.
- c. **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 or publications.
- d. **Us, our** or **we** means Sydney Water Corporation ABN 49 776 225 038.
- e. **You** or **your** means the person who accepts these terms and conditions personally or on behalf of someone else, for example a company or other legal entity.

### 2. Acceptance of terms and conditions

- a. We provide access to, and use of, eBill subject to these terms and conditions. By registering for eBill online and accessing or using eBill you agree to:
  - (i) be bound by these terms and conditions
  - (ii) pay the charges for the services we provide
  - (iii) receive our bills and communications at your nominated email address
  - (iv) access our online bills and communications through eBill
  - (v) pay bills online, by phone or by a direct debit arrangement.
- b. We may amend these terms and conditions at any time. The latest terms and conditions are on our website.
- c. If we change our terms and conditions, we'll send you an email or add a message to your summary bill about it.

### 3. eBill service

- a. eBill is an online service that enables you to receive our emails to your nominated email account, view summary bills and notices online and pay bills.

- b. The communication and bill we email you may contain only a summary of the full information available when you log in.
- c. You can view the full bill in PDF form when you log in to eBill.
- d. You may only access bills online through eBill if you have successfully registered. Online bills will only be available from the registration date.
- e. We may reduce the number of past bills you can view online from time-to-time.
- f. We may introduce other services that form part of, or complement, eBill from time-to-time.

#### 4. Registration, connection and cancellation

- a. Only the property owner can receive email communications from us. We won't send paper bills to the property once a property owner has elected to receive an eBill. Only one property owner can be signed up to receive an eBill at any given time.
- b. 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 eBill may be affected.
- c. As part of the registration process, you need to choose a username and password. The username will be the email address you provide in the registration process. You're 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.
- d. You may not be able to register, use or access eBill if our system doesn't support your browser or device.
- e. 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.
- f. It may take up to seven business days to process your registration. You will receive an email either approving or declining your application for registration. Registration approvals are at our sole discretion.
- g. When you complete your eBill registration, we'll stop sending you paper bills. You'll access all your future bills online unless you cancel your eBill service. You may get a card or a letter from us if we need to let you know about something else.
- h. An eBill registration will supersede any other existing electronic registrations e.g. BPAY view. Therefore all future accounts will be delivered by the new electronic channel, in this case eBill.
- i. You may be locked out of eBill if you fail to properly authenticate yourself after three attempts.
- j. You may deregister from eBill at any time by following the relevant instructions. If you deregister, you'll remain responsible for paying outstanding bills or other liabilities incurred

before you deregister. Once you've deregistered, we'll automatically revert to sending paper bills by post.

## 5. Bill delivery

- a. We'll 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.
- b. You're 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 eBill.
- c. If you disagree with the content of any online item, including any bill, you're responsible for raising objections with us.
- d. We cannot provide any definitive assurance about the security of any bill or communication we send via email or information available online. We strive to protect all information, but cannot ensure or warrant its security. To the extent permitted by law, we will not be liable in any way for any breach of security or unintended loss or disclosure of information, except where such breach is caused by our gross negligence.

## 6. Privacy

- a. To provide your eBill, we may need to disclose your personal information to our contractors, subcontractors and third parties and as otherwise permitted or required by law.
- b. We will only use your information for the purpose it was collected (to provide the eBill service), or for other business related purposes, including billing, debt collection or to offer other Sydney Water products and services. Details on how we handle your personal information and protect your [privacy](#) are available on our website.

## 7. Our liability to you

- a. Subject to any rights that cannot be limited or excluded by law, including the consumer guarantees regime under Australian Consumer Law, we:
  - (i) make no warranty that eBill (including the bill payment service we provide) will be uninterrupted or error free
  - (ii) do not warrant that you'll have continuous access to eBill
  - (iii) will not be liable to you if eBill is unavailable due to computer or device downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply
  - (iv) will not be liable for any loss or damage whatsoever, including but not limited to any loss of data, loss of savings, loss of business, loss of profit, or any other direct, indirect, special, or consequential loss, however caused (including

negligence) arising out of or in connection with these terms and conditions or your use of and access to eBill.

## 8. Intellectual property rights

- a. Using eBill does not give you ownership of any intellectual property rights in eBill or the content you access.
- b. You grant us a non-exclusive, irrevocable, worldwide and royalty free license to host and reproduce your content and mail for the purpose of providing eBill.

## 9. Termination

- a. We may, in our sole discretion, terminate or suspend eBill or your use of eBill for any reason, including a breach of these terms and conditions, fraud, inactivity, access or use issues, security or technical issues at any time by providing you with reasonable notice.
- b. We won't be liable to you or any third party for any termination or suspension of eBill or your use of or access to eBill.
- c. If we terminate or suspend eBill or your access to or use of eBill, you will still be responsible for any outstanding bills or other liabilities incurred before the termination or suspension date.

## 10. 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
  - a. conditions, to the extent of any inconsistency between them.
- b. The laws of New South Wales, Australia govern these terms and conditions. If any terms and conditions are found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the terms and conditions which will continue in force and effect.
- c. All rights not expressly granted in these terms and conditions are reserved.
- d. We won't be deemed to have waived any rights or remedies under these terms and conditions unless such waiver is in writing and signed by one of our authorised officers. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies.
- e. We may assign or otherwise deal with our rights and subcontract and novate our obligations under these terms and conditions without your prior written consent.

I have read and agree to the eBill terms and conditions.