

Terms of Use

Agreement Between User and Erie County Water Authority

Welcome to the Erie County Water Authority (the “ECWA”) website (the “Site”). These Terms of Use (“Terms”) govern your use of the ECWA Site. Please read these Terms in full before using our Site. By accepting these Terms, by using this Site, or by providing any information to ECWA, you (the user) agree to be legally bound by these Terms, and our Privacy Policy.

If you do not agree to these Terms, please do not use our Site.

Privacy Policy

ECWA has a Privacy Policy disclosing the information we collect about visitors to our Site, how we use such information and the steps we take to secure and maintain the confidentiality of that information. You should read the Privacy Policy <https://www.ecwa.org/privacy> carefully, and you should visit this web page periodically to determine the current privacy policy to which you are bound. The Privacy Policy is incorporated in these Terms of Use by reference, as if set forth fully herein.

ECWA Alert System and Online Services

When, as part of the required enrollment process for use of the ECWA Alert System, you click on the “I Agree” button located at the bottom of the registration of alerts form, you are confirming that you have read both ECWA’s Terms of Use and Privacy Policy in their entirety and you understand and agree to the Terms of Use and Privacy Policy. Further, by clicking “I Agree” you acknowledge that a binding agreement has been created between you and ECWA with respect to the Terms of Use and Privacy Policy and all documents incorporated by reference therein. Your continued use of these services and ECWA’s Site constitutes your agreement to all such terms, conditions and language.

The ECWA Alert System allows you to be notified of alerts by mail, home phone, cell phone, or by text message in any of three ways:

- 1) If you subscribe for “Emergency Alerts” only, you are providing your consent for ECWA to use this information to contact you, and to supply such

information to any third parties that ECWA may use to facilitate contacting you, for non-commercial purposes, in case of a relevant water main break, or other such relevant emergency. This includes, but is not limited to using auto-dialers, or artificial/pre-recorded messages. Message frequency is based on frequency of relevant emergencies or water main breaks. Message and data rates may apply.

- 2) If you subscribe for “Non-emergency Public Notices”, you are providing your consent for ECWA to use this information to contact you, and to supply such information to any third parties that the Authority may use to facilitate contacting you, for non-commercial purposes, to provide such non-emergency public notices. This includes, but is not limited to, auto-dialers, or artificial/pre-recorded messages. ECWA will not text a user any non-emergency public notices.
- 3) If you subscribe for “All Messages” then you will receive both emergency alerts and non-emergency public notices in accordance with the terms above stated.

The ECWA is not responsible for incomplete, lost, late, or misdirected messages, including those filtered by third parties. Information provided by the ECWA Alert system is on an “as is” or “as available” basis.

In addition to the ECWA Alert System, you may utilize ECWA’s other online services, including but not limited to account registration, payments and other available services. By using the ECWA Alert System or any of these other online services you understand, consent to and will adhere to the details, terms and conditions of these services as mandated and conveyed to you by ECWA. In order to use any of ECWA’s online services you may be required to complete the enrollment process by providing us with certain information. As part of this process you agree to furnish ECWA with current, accurate and complete information. You agree to notify ECWA immediately of any changes in your registration data.

You are solely responsible for maintaining the confidentiality of your information. Furthermore, you are entirely responsible for any and all activities that occur under your ECWA account. ECWA will not be responsible for any loss you or anyone else may incur as a result of misuse of your password, ID, personal data, banking or financial information or ECWA account either with or without your permission.

You further acknowledge that there cannot be a guarantee that communications or transactions conducted online will be without error, timely or absolutely secure, and that there may be system or other failures that may limit your ability to use the online services as intended or at all.

You agree to notify ECWA immediately upon your discovery of any unauthorized use of your account and any other breach of security. ECWA reserves the right to accept or deny your request to participate in any of its online services. You agree to hold ECWA harmless and to assume all risk and liability arising from your use of ECWA's online services.

Third Party Links

ECWA may provide links to third-party websites that we do not own or control. We are not responsible for the information collection practices of any website that we do not own or control. When you click on the links to third party websites you are leaving the ECWA Site and accessing these third party websites at your own risk. ECWA does not monitor or control the content of any websites linked to our Site and, therefore, we are not responsible for the products, services or content of any website linked to our Site or the terms of use or privacy practices employed by those other websites. We encourage you to review and understand the privacy practices of third-party websites before providing any information to or through them.

Modifications and Termination

ECWA at its discretion may modify, terminate, remove or discard any content within this site or the website as a whole without notice unless prohibited by applicable law, rule, regulation or Tariff provision. ECWA reserves the right to terminate your access to the Site in the event that you violate these terms of use, or for any reason whatever.

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No Unlawful or Prohibited Use

As a condition of your use of the ECWA Site, you warrant to ECWA that you will not use the Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Site in any manner which could

damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

Copyright and Trademark Notice

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Indemnification

You agree to defend, indemnify and hold harmless the Erie County Water Authority, and all of its respective board members, officers, agents, employees, representatives, partners, contractors, consultants, licensors, suppliers or their assignees, predecessors, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including attorneys' fees and litigation expenses) relating to or arising from your use of this Site and any breach by you of these terms and conditions.

Governing Law and Jurisdiction

These terms and conditions are governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of law rules. By accessing, viewing or using the material on this Site you consent to the exclusive jurisdiction of the federal and state courts sitting in the County of Erie in the State of New York, agree to accept service of process by mail, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

Prior or Contemporaneous Terms and Conditions

These Terms of Use are the only terms of use between ECWA and you, and supersede all prior or contemporaneous agreements, representations, warranties and understandings with respect to this Site. To the extent that anything in or associated with the Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.

Severability

If any of these terms of use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that the remaining terms and conditions remain in full force and effect.

Assignment

You may not assign this agreement to any other party without ECWA's prior, written permission approved by a duly authorized resolution of the ECWA Board of Commissioners.

No Waiver

ECWA shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and approved by a duly authorized resolution of the ECWA Board of Commissioners. No delay or omission by ECWA in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions

The captions or headings of sections in these Terms of Use are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this agreement.

Contact

If you have questions or comments regarding this policy and/or inquiries regarding access to and correction of Personal Information collected through the Site, you can contact us by phone (716)849-8444, or by mail to Secretary to the Authority/Information Officer Erie County Water Authority, 295 Main Street, Room 350, Buffalo, New York 14203, or by email, privacy@ecwa.org.

Field Code Changed

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