



GOULBURN-MURRAY WATER “MyGMW” ONLINE PORTAL SERVICE CONDITIONS OF USE

1. General

- 1.1 Goulburn-Murray Rural Water Corporation ABN 46 761 336 846 (**GMW, we, us**) operates and administers the online portal service (**MyGMW**).
- 1.2 By using or viewing MyGMW you agree to be bound by the following terms and conditions of use (**Conditions of Use**).
- 1.3 If you do not agree to these Conditions of Use, you must immediately cease accessing or using MyGMW.

2. Registration

- 2.1 In order to access and use MyGMW, you may apply to GMW for registration via our website. Alternatively, there is guest user access available for certain functions.
- 2.2 Each application for registered user access will be vetted by GMW against our records.
- 2.3 GMW may at its discretion refuse an application for registration to access MyGMW at any time, or can require additional information from the applicant before their application is processed.
- 2.4 If GMW agrees to provide you with registration, we may supply you with access information (such as a logon and password) to use MyGMW. You must not disclose your access information to any other person and must not allow any other person to use your access information.

3. MyGMW

- 3.1 MyGMW is a service by which you may provide information to us, submit requests to us, make payments to us and view a variety of billing and property information.
- 3.2 GMW may terminate or suspend MyGMW, GMW's performance of these Conditions of Use or your use of MyGMW, for any reason at any time. GMW may attempt to notify you in advance, but is not obliged to do so.

4. Portal information

You acknowledge and agree that:

- 4.1 information provided on MyGMW is general in nature;
- 4.2 neither GMW nor any related parties of GMW warrant or guarantee the timeliness, accuracy or completeness of any of the information made available by MyGMW (**Portal Information**); and
- 4.3 to the maximum extent permitted by law, GMW has no liability in connection with or arising out of your use or reliance on Portal Information.



5. Access

- 5.1 GMW relies on the internet to make MyGMW available, receive applications and payments and to deliver Portal Information. Access to the internet by users of MyGMW is dependent on numerous factors, technologies and systems which are beyond GMW's authority and control and you agree that GMW will not be liable or responsible for your inability to access the internet.
- 5.2 GMW does not warrant that this service will be available for use at all times or at any particular time.
- 5.3 Notwithstanding efforts made by GMW to ensure that the provision of the MyGMW service is secure, you acknowledge that all electronic and telephonic data transfers are potentially susceptible to interception by others. Accordingly, GMW makes no representation and gives no warranty that:
 - 5.3.1 MyGMW will be completely secure; or
 - 5.3.2 the technologies, system, communications, links or facilities that you or GMW use to communicate information or material to or from MyGMW are reliable and secure.

6. Information provided by you

- 6.1 You agree that all information and material provided to GMW, or submitted or uploaded via MyGMW (**Your Information**), is correct to the best of your knowledge at the time it is supplied.
- 6.2 If Your Information is incorrect, it may result in unpaid accounts or failure to register applications. In that event, you will be responsible for any additional fees and charges levied by either your credit card issuer or GMW.
- 6.3 If you believe you have entered incorrect information when using MyGMW, you may contact us at reception@gmwater.com.au with the details of what was incorrectly entered and the type of application/payment attempting to be made.
- 6.4 You acknowledge and agree that:
 - 6.4.1 you are legally entitled to use, submit or upload Your Information to MyGMW; and
 - 6.4.2 to the extent that you have any rights or interests in any of Your Information, you grant to GMW a perpetual, irrevocable and non-exclusive licence for the purpose you have provided Your Information to us (for example, so that we may process your applications, request or payment) and any reasonably related secondary purpose.
- 6.5 To the extent that any moral rights subsist in any of Your Information, you represent and warrant that you consent (and have obtained each other author's consent) to GMW doing any act or omission including, without limitation, editing, changing or deleting material in Your Information, which would, but for this consent, be an infringement of the relevant moral rights.
- 6.6 You warrant that Your Information (unless expressed to the contrary):
 - 6.6.1 is not false or misleading;



- 6.6.2 will not result, if used by GMW, result in an infringement any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy;
- 6.6.3 is not supplied in violation of any law;
- 6.6.4 is not defamatory, libellous, threatening or harassing;
- 6.6.5 is not obscene, or contain any material that, is in any way inappropriate or unlawful;
- 6.6.6 does not contain any malicious code, virus, data or set of instructions that may:
 - 6.6.6.1 cause harm or compromise the intended function of MyGMW; or
 - 6.6.6.2 access, modify, delete any part of MyGMW; and
- 6.6.7 will not, if used or relied upon by GMW, create liability for GMW or cause GMW to lose access to any part of the services provided by GMW's internet service providers; or
- 6.7 You irrevocably indemnify and release GMW from any liability incurred by GMW now or in the future (including in negligence) in connection with the use or reliance by GMW on any of Your Information as contemplated under these Conditions of Use.

7. Our use of your Personal Information

- 7.1 When you register an account, submit an enquiry or request to us, process a transaction or otherwise engage with us, you will be required to provide us with various pieces of personal information, including your name, email address and phone number. If you have registered user access, you may also be able to link your email, phone number and name to a property.
- 7.2 We are collecting your personal information so that we can register your account, respond to your enquiry or request, process your transaction or otherwise engage with you. We may also use personal information to keep the Victorian Water Register up to date. If you do not provide us with your personal information, we will not be able to do these things.
- 7.3 We will collect, store, use and disclose your personal information in accordance with the Goulburn-Murray Water Privacy Policy at www.g-mwater.com.au/privacy and the *Privacy and Data Protection Act 2014* (Vic). All information, except for credit card details, provided by you will be kept by GMW to enable processing of accounts, enquiries, requests and applications.
- 7.4 You can edit your personal information to ensure it is correct by updating your registered user account details, or by contacting us by email at privacy@g-mwater.com.au or by phone on 1800 013 357 (toll free) or (03) 5826 3500 (standard call).
- 7.5 If you would like to request a physical copy of our Privacy Policy please contact us by email at privacy@g-mwater.com.au or by phone on 1800 013 357 (toll free) or (03) 5826 3500 (standard call).



7.6

Cookies on MyGMW may be used by GMW to identify your movements around MyGMW. This information provides GMW with constructive feedback about MyGMW so that GMW can identify the most effective areas and improve the less popular ones. Cookies do not identify individual users. It is a feature of your Internet browser which you can disable at any time.

7.7

You warrant to GMW that any personal information you provide to GMW about a natural person has been collected with that person's consent for it to be provided to us to be used in a manner contemplated by these Conditions of Use including our Privacy Policy.

8. Application and transaction processing

8.1

Applications for services provided by MyGMW will be processed as soon as practicably possible unless the transaction is submitted on a weekend or non-working weekday. We will endeavour to process all requests and transactions without delay. However, we expressly disclaim any and all liability arising in connection with any processing delays, or the consequences of any processing delays, which may occur in any circumstance, whether beyond our reasonable control or otherwise.

8.2

You consent to receiving any documents, such as certificates, in PDF format, as an attachment to an email. It will be your responsibility to have PDF Reader software available to open the PDF attachment.

9. Payments

9.1

You represent and warrant that you are fully authorised to use the credit card details for the purpose of making payments while using MyGMW.

9.2

You acknowledged and agree that it is your responsibility to ensure that sufficient credit is available on your credit card to enable any payments made by you when using MyGMW.

9.3

Processing of credit card transactions is subject to the terms and conditions set by the issuer of the credit card and our financial institution that processes the payment.

9.4

Any accounts you have with the GMW will remain unpaid when a credit card payment initiated by you is declined by your nominated financial institution.

9.5

If GMW finds a transaction is incorrect, unauthorised or fraudulent, we can reverse the payment in our system. In such circumstances, your transaction will remain payable to GMW. In the event of an unauthorised or fraudulent credit card payment, you will be responsible for any additional fees and charges levied by either your nominated financial institution or GMW.

9.6

Payment transactions will be processed to your nominated credit card on the day the transaction is submitted for payment via MyGMW. Successful payment transactions will be reflected in GMW's records once GMW has received confirmation from its financial institution, usually the next working day.

9.7

All payment transactions will have a reference number provided. It is your responsibility to take note of the reference number for use in any correspondence with GMW.

9.8

GMW will endeavour to process all transactions without delay, but expressly disclaim any and all liability for any processing delays, or the consequences of any



processing delays, which may occur in any circumstance, whether beyond our reasonable control, or otherwise.

- 9.9 If you are accessing MyGMW to process a payment, you will be redirected to our financial institution's webpage. As such, any payment will be processed directly by our financial institution under its terms and conditions and privacy policy.

10. Intellectual Property

Nothing in these Conditions of Use transfers any intellectual property rights incorporated in MyGMW or any of GMW's systems to you.

11. Risk

- 11.1 Except as expressly set out in these Conditions of Use, you use and access MyGMW at your own risk.
- 11.2 You are responsible for ensuring that your activities in connection with MyGMW are lawful (including by ensuring you have obtained all necessary consents, permits and authorisations).

12. Liability

- 12.1 GMW expressly disclaims all conditions and warranties, express or implied, in respect of the provision of the services provided by GMW to you and your use of MyGMW. This includes, but is not limited to, any warranty that MyGMW will operate without errors or that it will be operational and available at all times. If any condition or warranty is implied into these Conditions of Use pursuant to any legislation and the legislation avoids or prohibits provisions in a contract, excluding or modifying the application of, or exercise of, or any liability under such conditions or warranty, the conditions or warranty will be deemed to be included in these Conditions of Use, provided that GMW's liability for breach will, if the legislation permits, be limited in the sole discretion of GMW to:

- 12.1.1 the re-supply of the services; or

- 12.1.2 the cost of re-supply of the services, in respect of which the breach occurred, and otherwise will be limited to the maximum extent permitted by law.

- 12.2 To the maximum extent permitted by law, GMW will not at any time, in any circumstances, be liable to you for any loss or damage, including but not limited to any loss of data, loss of savings, loss of business, loss of revenue, loss of goodwill, loss of profit, failure to realise anticipated savings, loss in connection with business interruption or any other direct, indirect, special or consequential loss or damage, in each case whether arising from negligence, breach of contract, breach of statutory duty or otherwise which is in any way connected with or arises out of your use of MyGMW, even if such loss or damage was in the reasonable contemplation of the parties at the time of entry into these Conditions of Use.

- 12.3 Without limiting GMW's rights referred to in these Conditions of Use, GMW will not be liable for any failure to perform their obligations if such failure arises from such circumstances reasonably beyond their control. These circumstances include, but are not limited to, strikes, lockouts, riots, acts of law, epidemics, earthquakes, fire, floods, government action, communication line failures, power failures, interruptions or shortages, computer or processing systems failures.

13. Termination



13.1 These Conditions of Use remain in effect until your use of GMW is terminated.

13.2 Termination of your use of, or participation in MyGMW, shall not relieve you of any responsibility to pay outstanding fees or charges or other liabilities incurred prior to the date of termination. After termination, you cannot make further use of MyGMW as a registered user and you must make alternative payment arrangements for unpaid accounts.

14. **No Relationship**

No party to these Conditions of Use has the power to obligate or bind any other party. Nothing in these Conditions of Use will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties. Nothing in these Conditions of Use will be deemed to authorise or empower any of the parties to act as agent for or with any other party.

15. **Notices**

15.1 Except as otherwise agreed, any notices by you to GMW must be given by:

15.1.1 registered post (or if posted to or from a place outside Australia, by registered airmail) to:

Goulburn-Murray Water
PO Box 165
TATURA VIC 3616.

15.1.2 email to reception@gmwater.com.au

15.2 GMW may give you notice by electronic mail to the email address provided by you to GMW during the registration process.

15.3 All notices are deemed served 48 hours after the date of posting or, if emailed, in the normal course of transmission.

16. **Miscellaneous**

16.1 **Amendments**

We reserve the right to modify or replace any part or all of the Conditions of Use and you agree that we may notify you of an such changes by emailing you or posting them on our website or MyGMW and that your use of MyGMW subsequent to posting such changes shall constitute your acceptance of those changes.

Any amendments to the Conditions of Use take effect from the date stated or, where no date is stated, from the beginning of the next day after they become available.

It is your responsibility to stay up to date with the current Conditions of Use.

16.2 **Severance**

If any provisions of these Conditions of Use are found to be invalid or unenforceable, then that provision will be read down or severed and that invalidity or unenforceability does not affect the validity or enforceability of the other terms and conditions.



16.3

Waiver and Exercise of Rights

16.3.1 A single or partial exercise or waiver of a right relating to these Conditions of Use does not prevent any other exercise of that right or the exercise of any other right.

16.3.2 No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

16.4 No Relationship

We do not have a trust relationship with you, and we do not owe you any fiduciary duty.

No party to these Conditions of Use has the power to obligate or bind any other party. Nothing in these Conditions of Use will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties.

16.5 Indemnities

16.5.1 Each indemnity in these Conditions of Use is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of these Conditions of Use.

16.5.2 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by these Conditions of Use.

16.6 No Merger

The warranties, undertakings, agreements and continuing obligations in these Conditions of Use do not merge on completion.

16.7 Rule of Construction

In the interpretation of these Conditions of Use, no rule of construction applies to the disadvantage of the party preparing the document on the basis that it put forward these Conditions of Use or any part of it.

16.8 Assignment

16.8.1 This agreement is personal to you and may not be assigned, transferred, or novated by you without GMW's prior written consent (not to be unreasonably withheld or delayed).

16.8.2 GMW may subcontract the performance of all or part of the performance of the services it provides you in connection with MyGMW.

16.8.3 GMW may assign or novate these Conditions of Use by written notice to you and you will, on request, promptly and without charge execute any document GMW reasonably requires to effect this.

16.9 Jurisdiction

These Conditions of Use are governed by the law in force in Victoria. The parties irrevocably submit to the exclusive jurisdiction of the courts of Australia.



We make no representation that MyGMW is accessible, appropriate or legally permissible for use in locations outside of Victoria and accessing and using MyGMW is prohibited from jurisdictions where doing so would be illegal.