

# Spartanburg Water System Website Terms of Use

Welcome to the Spartanburg Water System website!

The mission of Spartanburg Water System (sometimes referred to herein as “Spartanburg Water”) is to provide quality water and wastewater services to our region in a reliable manner. We are proudly committed to protecting public health, being good stewards of the environment, and supporting our community’s desired quality of life.

We are guided by a set of principles that enable us to provide superior service to our customers, our employees, our community and the environment. Accordingly, the Spartanburg Water System website (hereinafter, the “*Site*” or “*SWS Site*”) provides open and transparent information regarding Spartanburg Water, its mission and activities, as well as access to various Spartanburg Water services including without limitation setting up services, transferring services, viewing and paying your bill, receive answers to questions about billing and water and sewer services, accessing account information, etc. These and other services may be accessed or ordered via the SWS Site and/or the Spartanburg Water Online Payment Portal (collectively, the “*Services*”). These Terms of Use govern your use of and access to the SWS Site and the Online Payment Portal. Please read them carefully.

## Agreement

By using or accessing the SWS Site and/or Services, you agree to be legally bound by the Terms of Use and Privacy Policy found at [www.spartanburgwater.org/terms](http://www.spartanburgwater.org/terms) as amended from time to time (collectively, the “*Agreement*”). If you do not agree with the Agreement without limitation or qualification, you should not access or use the SWS Site. Your continued use of or access to the SWS Site following any changes made to the Agreement will mean that you also accept and agree to be bound by the changes or any then-current Agreement. Because we reserve the right to modify the Agreement at any time without notice to you, please check them regularly for changes. References to “Spartanburg Water System,” “Spartanburg Water,” “we,” or “us” in the Agreement refer to Spartanburg Water System, that supports and maintains the Site and the Services. Spartanburg Water is actually two entities operating under one name. We are Spartanburg Water System (a political subdivision of the city of Spartanburg, overseen by The Commission of Public Works of the City of Spartanburg, South Carolina) and Spartanburg Sanitary Sewer District (a special purpose district established by the state of South Carolina and overseen by the Spartanburg Sanitary Sewer District Commission).

This Terms of Use was last updated on: January 4, 2016.

## Eligibility

To be authorized to access and use the SWS Site you represent and warrant that you (a) are at least 13 years old, (b) are not currently restricted by Spartanburg Water or any law enforcement agency from accessing or using the Spartanburg Water System Services or not otherwise restricted from having an Account, and (c) have the full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party.

## Registration and Security

You may have limited access to some features of the SWS Site without registering for a user account (an “*Account*”). Those who access the SWS Site without registering for an Account shall be referred to as “*Users*”.

In order to gain access to additional features, however, you must register and create an Account with the SWS Site. Users who have registered an Account shall thereafter be referred to as “*Subscribers*.” A Subscriber may access the Site to review content, access Services, or download certain content (e.g., account information, etc.) from the Site.

When registering as a Subscriber, you agree to provide accurate, current and complete information for registration and to update such information to keep it accurate, current and complete. Spartanburg Water System reserves the right to suspend or terminate your Account at any time or for any reason or no reason, including if any information provided for registration is determined to be inaccurate, not current or incomplete.

You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You shall never use an Account that is registered to another Subscriber (described below) without express permission from such other Subscriber. You will immediately notify Spartanburg Water System of any unauthorized use of your Account or if you suspect that the security of your password or your Account has been compromised.

## Limited License to Site Content

For the purposes set forth above, Spartanburg Water System grants you a limited personal, non-exclusive, non-assignable, non-transferable, and revocable license to access, use and display Site Content (defined below) associated with the Services. You must retain intact all copyright, trademark, proprietary and other notices when accessing, using, or displaying the Site Content. Unauthorized use, copying, printing, duplication, distribution, transmission, creation of derivative works, reuse, reproduction, publishing, licensing, sublicensing, transferring, selling, renting or translating, in whole or in part, of any SWS Site webpage, Site Content, Services, Spartanburg Water System software or the SWS Site user interface content including without limitation text, graphics, sounds, videos, images, logos, button icons, and/or any compilation thereof (collectively, the “*Site Content*”) in any manner without the express prior written permission of Spartanburg Water System is expressly forbidden, and you so agree. You acknowledge that you may not sublicense, transfer, sell, rent or assign this license, the Site Content or the Services. Any attempt to sublicense, transfer, sell, rent or assign this license, the Site Content, or the Services shall be null and void.

## Content and Services Disclaimer

All Site Content including the Services are provided “AS-IS.” You access and use the Services and all Site Content at your own risk. The Services and Site Content may include inaccuracies, errors or information that is incorrect or out of date. Spartanburg Water System makes no

representation about, or warranty of the accuracy, reliability, completeness or timeliness of the Site Content, the Services, any use of or access to the SWS Site or the Site Content, or any hosted applications, programs, or other things provided or made available through the SWS Site. Spartanburg Water System is not responsible for any information contained in a message, communication, or transmission by or between you and other Subscribers or Users.

## Trademarks/Copyrights

The Site Content, including but not limited to the letters and service marks, the Spartanburg Water System logo and/or name, other Spartanburg Water System logos and service marks, or any taglines, titles, trade dress, and registered and unregistered services marks or trademarks (collectively, hereinafter referred to as “**Trademarks**”), are protected under South Carolina and United States copyright, trademark and/or other laws, and are the property of Spartanburg Water System, and/or its licensors. Any unauthorized use of the Site Content may violate applicable copyright, trademark, intellectual property, and other laws (some of which provide criminal remedies). You may not sell or modify the Site Content or reproduce, display, distribute, or otherwise use the Site Content in any way for any public or commercial purpose, including but not restricted to the adaptation of the Spartanburg Water System software, HTML code, or any other code that Spartanburg Water System creates. You shall not display, disparage, dilute, or taint our Trademarks or use any confusingly similar marks or names, or use our Trademarks in such a way that would misrepresent or cause confusion as to who the proper owner of such Trademarks is.

## Restrictions

**No Illegal Use.** You shall not use the Services to create, transmit, distribute, store or destroy any Site Content (a) in violation of any applicable law or regulation, (b) in a manner that infringes copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

**Information Security.** You are prohibited from violating or attempting to violate the security of the Site, the Services, or any equipment, software, or devices on which the Site or the Services are hosted, displayed, provisioned or otherwise depend including without limitation, (a) gaining or attempting to gain access to any account, data, Service, Site Content, or information for which you are not authorized, (b) attempting to penetrate a system, network, or application by probing, “phishing,” scanning or testing the vulnerability of the system or network or to breach security or authentication measures without proper authorization, (c) engaging or attempting to engage in a denial of service attack or any other type of electronic attack for the purposes of causing the Services to become impaired or inoperable, or interfering with the availability of Services or Site Content through techniques including without limitation, uploading malicious software (e.g., a virus, worm, Trojan horse, etc.), “packet flooding,” “spoofing” or “spamming,” or (d) forging any packet content or any part of any Site Content or Service. Violations of system or network security may result in civil or criminal liability. Any occurrences that may involve such violations are subject to investigation by Spartanburg Water System or its agents, and/or law enforcement authorities in prosecuting any Subscriber or User involved in such violations.

**Specific Prohibited Uses.** Spartanburg Water System specifically prohibits and you agree not to use the Services, or any Site Content for any of the following:

- To take any action that imposes an unreasonable or disproportionately large load on the SWS Site, the equipment, or the network on which the SWS Site is hosted.
- To attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the SWS Site.
- To frame any Services, Site Content, or information relating thereto without prior express written permission from Spartanburg Water System.
- To collect information about other Subscribers or Users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications, or for any other purpose not explicitly authorized by us.
- To falsify, conceal, or modify information identifying yourself or another Subscriber, including Internet Protocol header information.
- To stalk, threaten, or harass any Subscriber, User, or other person, whether in a cyber environment or in the real world.
- To commit any wrongful or unlawful acts, criminal acts, acts of terrorism, or any other unlawful or illegal activity.
- To knowingly make any untruthful, defamatory, misleading, malicious or false statements relating to a Subscriber, User, the SWS Site, Spartanburg Water System or its agents.

## Release of Liability

**Release from Dealings between Subscribers and/or Users.** Because authentication on the Internet is difficult, Spartanburg Water System cannot and does not confirm that each Subscriber or User, is who she, he, or it claims to be or that any content transmitted or posted to the site is truthful, complete, non-defamatory, or accurate. You acknowledge and agree that your access to or use of the SWS Site and the Services, and any action you take concerning information that you provide to the Site is your voluntary action for which you are exclusively responsible. There is always a certain risk when transmitting such information over the Internet or some other public or proprietary network, and you assume such risk by submitting information to the SWS Site and by making or authorizing transmission of such information to others. Spartanburg Water System does not and cannot be involved in or control the dealings or meetings between Subscribers or Users that access the SWS Site. Accordingly, in the event that you have a dispute with another Subscriber or User, you agree to the fullest extent permitted by applicable law to forever release Spartanburg Water System and its agents, employees, officers, directors, members and managers from all claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

**Not Responsible For Offensive Posts.** Spartanburg Water System has no obligation to screen or monitor communications or information in advance and is not responsible for screening or monitoring information posted to the Site by Subscribers or Users. If Spartanburg Water System is notified or otherwise becomes aware of any communication, information or other content that is posted by a Subscriber or User, which allegedly does not conform to these Terms of Use or are abusive, illegal, or disruptive, Spartanburg Water System may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of the communications, information, Site Content, or other content (“**Offensive Post**”) and/or to suspend such Subscriber’s or User’s use of or access to the Site and/or the Services. Spartanburg Water System reserves the right to expel and/or deny access to Subscribers or Users to prevent their

further access to the Site and/or the Services for violating the Agreement or any applicable laws. Spartanburg Water System further reserves the right to remove, erase or over-write Offensive Posts or any information or content in connection therewith. Spartanburg Water System may take any action at any time with respect to Subscriber- or User-submitted information that it deems necessary or appropriate if, in its sole discretion, it believes it may create liability for Spartanburg Water System, harm any other Subscriber or User or may cause Spartanburg Water System to lose (in whole or in part) the services of its Internet Service Providers, Application Service Providers, or other suppliers.

## Limitation of Liability and Disclaimer of Warranties

YOU AGREE THAT USE OF OR ACCESS TO THE SWS SITE AND THE SERVICES IS ENTIRELY AT YOUR OWN RISK. THE SWS SITE AND THE SERVICES ARE PROVIDED “AS-IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, THE SERVICES, UNINTERRUPTED OR ERROR FREE ACCESS OR USE OF THE SITE AND SERVICES, OR INFORMATION PROVIDED THROUGH OR IN CONNECTION WITH THE SWS SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION OUR SOFTWARE OR SERVICES LICENSED TO YOU AND THE RESULTS OBTAINED THROUGH THE SWS SITE (UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION).

SPECIFICALLY, WE DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SWS SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION ANY AND ALL: (A) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF INFORMATION, PRODUCTS OR THE SERVICES; (B) WARRANTIES OF TITLE; (C) WARRANTIES OF NON-INFRINGEMENT; AND (D) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY, INOPERABILITY OR TRANSMISSION, COMPUTER VIRUS, MALICIOUS SOFTWARE, CYBER-ATTACK, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER SUBSCRIBERS OR USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

NEITHER WE NOR ANY OF OUR AGENTS, AFFILIATES, OTHER AFFILIATED PERSONS OR ENTITIES, CO-BRANDERS, PARTNERS OR CONTENT PROVIDERS SHALL BE LIABLE FOR ANY DIRECT (IN EXCESS OF THE LIMITATION OF LIABILITY HEREINAFTER PROVIDED), INDIRECT OR INCIDENTAL DAMAGES, LOST PROFITS OR DATA, OR SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SWS SITE OR THE SERVICES, OR INABILITY TO GAIN ACCESS TO OR USE OF THE SWS SITE OR THE SERVICES WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SPARTANBURG WATER SYSTEM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL SPARTANBURG WATER SYSTEM TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT, IF ANY, THAT YOU PAID TO SPARTANBURG WATER SYSTEM OVER THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OF LIABILITY, OR FIFTY DOLLARS, WHICHEVER IS GREATER.

YOU HEREBY ALSO ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL COMMUNICATIONS, SITE CONTENT, INFORMATION AND CONTENT POSTED ON THE SWS SITE.

## Links to Other Websites

The SWS Site provides, or may from time to time provide, links to third party websites via which third party services (e.g., such as third party payment processing services) or third party content can be accessed or downloaded. Because we have no control over such third party websites, services or content, you acknowledge and agree that Spartanburg Water System is not responsible for the availability, content, services, acts or omissions of such external websites or resources or their owners, and does not endorse and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such websites or resources. You further acknowledge and agree that Spartanburg Water System is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such third party content, advertising, products, services or other materials available on or through any such third party website.

## Termination

Your use of or access to the Site and/or the Services is at the discretion of Spartanburg Water System and may be suspended or terminated at any time in the sole discretion of Spartanburg Water System. In the event of any such suspension or termination, Spartanburg Water System will not be responsible for any lost opportunities or other damages or loss that you may incur as a result of such suspension or termination. Upon any breach by you of this Agreement, Spartanburg Water System reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of any content uploaded or posted by you or any communications with the SWS Site, and immediate termination of your Account.

You may terminate your Account at any time by providing written notification to us. To terminate your Account, you may access the Customer Service webpage of the SWS Site (at <http://www.spartanburgwater.org/customer-care>) and send an email requesting that your account be terminated.

Termination shall not affect your obligations to us in accordance with this Agreement or any additional terms.

## Indemnity

Except for those Subscribers or Users that are or act on behalf of agencies or political subdivisions of the State of South Carolina, you agree, to the fullest extent permitted by applicable law, to forever hold harmless, defend and indemnify (i) Spartanburg Water System, its respective officers, directors, successors, and assigns (collectively, the “*Indemnified Parties*”) from any and all loss, cost, liability, and expense (including reasonable attorneys’ and experts’ fees) arising out of or relating to:

- (i) Your violation of any of the terms of this Agreement, or any information, software, files, messages or other content posted to the SWS Site by you;

- (ii) Your uploading, posting, or otherwise using the SWS Site in any way whatsoever to make public any content or information posted by you that is defamatory, slanderous, libelous, false, dishonest, unfounded, untruthful, inaccurate with respect to another Subscriber, organization or any third party;
- (iii) Your use of and access to the Site, the Services, or the Site Content;
- (iv) Your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- (v) Any claim that any content, communications, or postings by you causes damage to or infringes the intellectual property rights, privacy rights, or other rights of a third party;
- (vi) Any claim that any Site Content, or communications or postings by the another Subscriber or User violates any of your rights, is untrue, is defamatory, is disparaging, is inaccurate, misrepresents you, misrepresents a product or service that you provide, or causes any loss, damage, lost opportunity, expense, harm, or injury to you, your agents, successors, or assigns.

The Indemnified Parties reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall have no further obligation to provide defense to the Indemnified Parties in that matter, but shall remain responsible to reimburse Spartanburg Water System and each of the Indemnified Parties for its defense expenses. This section shall survive the termination or cancellation of this Terms of Use, the Agreement or any termination or suspension of your use of or access to all or any aspect of the Services.

## **Your obligation not to transfer in violation of any law – and Transfer to the United States**

If you are located outside of the United States, you are notified and aware that any content or information you provide to us is anticipated to be transferred to the United States. Whenever you submit such content or information to us, you consent to this transfer and all related transfers, and you promise and agree not to make any transfer (including without limitation, transfers to us) except as permitted by applicable law. We make no representation that any content you provide us, the Site Content, or the Services are appropriate or available for use in locations outside the United States. Access to or use of the SWS Site from jurisdictions where the Services, the content posted by you, or the Site Content or other information or communications, are or may be illegal, is prohibited. If you are an international Subscriber or User (a) you are responsible for compliance with all local laws, (b) you represent and warrant that you are authorized to release to us the information contemplated in this Terms of Use, and (c) you forever release Spartanburg Water System and the Indemnified Parties from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any violation of such local laws, and whether or not you may have made us aware of any such matters.

## Additional Terms of Use

Certain Services such as those accessible via the Online Payment Portal may be subject to additional or other terms of use or other requirements, and such other terms of use or requirements shall be posted to an area that coincides with such content. By using or accessing such content or services, or any part thereof, you acknowledge that the duties and protections afford to you by this Agreement may not be applicable in connection with your access to such content and you agree to be bound by the additional terms of use applicable to such content.

## General Provisions

**Severability / Waiver.** If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be automatically reformed and construed so as to be valid, legal, operative, and enforceable to the maximum extent permitted by applicable law while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement. Additionally, no waiver of any provision of this Agreement or any rights or obligations of either you or us hereunder shall be effective, except pursuant to a written instrument signed by you and us waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

Even if we act in a way that you believe to be inconsistent with this Agreement, those actions will not be deemed a waiver or constructive amendment of this Agreement. Similarly, our failure to object to your breach of your obligations under this Agreement does not constitute a waiver of any of our rights.

**Compliance with Laws.** Each Subscriber and User shall promptly comply, at its own cost and expense, in every material respect with all laws, ordinance, rules, regulations, and requirements of all federal, state, and local governmental authorities that are applicable to the activities or Services pursuant to this Agreement.

**No Third Party Beneficiaries.** This Agreement shall inure to the benefit of and shall be binding upon you and us and our respective permitted successors and assigns. Except as expressly provided herein, there are no third party beneficiaries to this Agreement.

**Relationship of the Parties.** You and Spartanburg Water System are acting as independent contractors with respect to the activities hereunder. Nothing in this this Agreement shall be deemed to create any type of agency, joint venture, or partnership relationship between you or us. Neither you nor Spartanburg Water System shall have any right or authority to bind or obligate the other in any manner to any third party.

**Entire Agreement.** This Agreement constitutes the entire understanding and agreement between you and Spartanburg Water System with respect to the transactions contemplated herein and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof. No changes to this Agreement shall be made except by a revised posting by Spartanburg Water System.

**Section Headings.** All Section, subsection, and paragraph headings are provided herein as a convenience only and do not affect the meaning or interpretation of this Agreement.

**Governing Law.** You agree to the fullest extent permitted by applicable law that any dispute between you and us will be governed by the laws of the United States of America and the State of South Carolina, without regard to conflict of laws principles, and that any legal action brought by one party against the other will be brought exclusively in the appropriate court located in Spartanburg County within the State of South Carolina.

If you are located outside of the United States of America, you agree that to the extent permitted by the applicable governing law, by entering into this Agreement, you voluntarily subject yourself to the jurisdiction of the State or federal courts located in Spartanburg County, South Carolina, and you agree that you may be sued in those courts and subject to the judgments and orders of those courts.

If you are a citizen of a country that does not permit Internet transactions to be governed by the laws of South Carolina and/or the applicable United States federal law as above referenced in accordance with this Agreement, please immediately cease use of the SWS Site and terminate your account by written notification to us of such termination.

**Right to Terminate.** We reserve the right to terminate the Services, this Agreement, or your access to or use of the SWS Site at any time without notice for any reason, including, in the case of this Agreement, for your violation of any of its provisions. The provisions of this Agreement, which by their nature extend beyond the termination of this Agreement, will survive termination of this Agreement or termination of your use or access to all or any portion of the Services.

## Contact

We hope you enjoy the SWS Site and Services! If you have any questions or comments about this Agreement or Spartanburg Water System, please contact us via the Customer Services page (<http://www.spartanburgwater.org/customer-care>) or by email at [hstinson@spartanburgwater.org](mailto:hstinson@spartanburgwater.org).