



South East Water Saver

Terms of Use

These terms and conditions (Terms) govern the use of the South East Water mobile device application, including all software, services, software-as-a-service, website and webpages, online platform, and all associated information, content and data (collectively the App).

These Terms constitute a contract between South East Water Corporation ABN 89 066 902 547 (we, us or our) and you.

1. Access to and use of the App

We are the owner or licensee of the App and, subject to your ongoing compliance with these Terms, we grant you permission to use the App in connection with your use of the digital water meter fitted at the property occupied by you (**Your Property**) (but for no other purpose). Third parties may own parts of the App.

By accessing and using the App, you agree to be bound by these Terms, and you agree to use the App only in accordance with these Terms.

We may vary these Terms at any time by publishing amended Terms (or a link to them) in the App. You will be deemed to have accepted any amended Terms if you continue to use the App after amended Terms have been published. You should review the Terms each time you use the App.

We may temporarily or permanently modify or discontinue all or part of the App with or without notice to you.

2. Trial Period

- (a) You have agreed to participate in a trial of the App so that we can improve our goods and services (including the App and digital meter).
- (b) The trial period is from 27 February 2022 until the earlier of:
 - (i) 21 May 2022;
 - (ii) the date you vacate Your Property; or
 - (iii) such earlier date notified by us to you (**Trial Period**),at which time your ability to use the App will automatically cease.
- (c) We reserve the right to modify or end the Trial Period by written notice to you.
- (d) We make no guarantee that the App will be released or made available after the Trial Period.

- (e) You acknowledge the App is being trialed during the Trial Period and may contain more bugs or errors than a final release. While we make no guarantees to fix any bugs, please notify us of any bugs you may encounter while using the App.

3. Your account

You must ensure that all information you provide via the App is correct and complete. We will use your existing South East Water account number and billing address to establish your account. You must notify us or update the information in the App, as appropriate, if any information you have supplied changes. In particular, you must notify us if you vacate Your Property.

You must keep your account username and password secure at all times. You must not provide your account details to any person or otherwise permit any other person to access or use your account (excluding family members and others that reside at, manage, or own, Your Property), and must notify us immediately if you become aware of any unauthorised use of your account or any other breach of security.

You are liable for all activity relating to your copy of the App or that occurs through your account, whether authorised by you or otherwise.

You must not, directly or indirectly:

- (f) attempt to or actually interfere with the working of the App, gain unauthorised access to any part of the App, or otherwise breach or circumvent any security or authentication measures of the App or any other system, network or server connected to the App;
- (g) use the App in any way that may impair the functionality of the App or any systems used to deliver the App to users;
- (h) modify, disassemble, reverse compile or reverse engineer the App;
- (i) remove or tamper with any proprietary notices or labels on the App or contained in its output;
- (j) use the App to engage in any automated conduct or attack or use the App for any purpose other than intended by us;
- (k) sublicense, lease, rent, assign, distribute, transmit, transfer, repackage, rebrand, or otherwise transfer or disclose the App to any third party; or
- (l) use the App to integrate any application, program, service, software, hardware or product, with and/or into any product, system, application, software or hardware other than the products created or authorised by us.

4. Challenges, Points and Rewards

4.1 Challenges and Points

- (m) From time to time, the App may notify you of various water consumption targets for Your Property and other challenges (**Challenges**) (e.g. decrease the weekly water consumption at Your Property by 10%, or complete a survey).
- (n) From time to time, you may be rewarded with in-App points for the successful completion of a Challenge (**Points**). However, the completion of Challenges may not attract Points and we make no guarantee that you will be awarded with any Points for completing Challenges.

- (o) Points that you have accrued (if any) will automatically expire at the end of the Trial Period, and are not redeemable for anything but the rewards offered to you in the App as set out in section 4.2 below.

4.2 Rewards

- (p) You may use Points to redeem certain rewards offered through the App (**Rewards**).
- (q) The Rewards offered to you may not be worth any monetary value.
- (r) All Rewards are offered subject to availability and must be redeemed within 30 days following the end of the Trial Period. We will not be liable for any unredeemed Points or Rewards after this time.
- (s) We may withdraw, limit, modify, cancel or increase the availability of Rewards, or change the number of Points required for a Reward at any time without notice to you.
- (t) Any gift card or voucher Rewards are subject to the applicable retailer's terms and conditions (including expiry and validation period).
- (u) Gift cards and vouchers cannot be exchanged for money or replaced if lost, stolen, tampered with, damaged or destroyed.
- (v) Rewards are not transferable or exchangeable and are not redeemable for cash.

5. Fees and payment

The App is free, so no fee is payable by you to use the App. However, nothing in these Terms affects the fees payable under our other arrangements with you (including your water rates).

6. Security of information

No data transmitted over the internet, Bluetooth or other local area connectivity is guaranteed as secure. We do not warrant, and cannot ensure, the security of such data. You use the App entirely at your own risk, and agree we will not be liable for any damages or loss caused as a result of any failures in this regard.

7. Accuracy of content and information

The accuracy of any information provided on the App is dependent on, among other things, the accuracy of the information provided by you and third parties. The information about your water usage statistics available on the App and your digital meter may not be accurate and should be considered an approximate indication only.

We do not warrant the accuracy, reliability or completeness of any content or information provided through the App. The App (including its content) is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you access it.

We do not guarantee that access to the App will be uninterrupted or error-free or that the App is free from viruses or anything else which may damage any device which uses the App.

8. Intellectual Property

This App is protected by copyright and other intellectual property laws and international treaties. The App is licensed, not sold, to you. Nothing in these Terms will be taken to constitute a transfer, assignment or grant of any ownership rights in any of the intellectual property rights in the App (which will be retained by us or the relevant owner).

9. Privacy

We are committed to protecting personal information provided by you in accordance with our Privacy Charter and the principles of the Victorian privacy laws. The information you provide will be used to provide our products and services (including the App) to you, and to conduct research into water usage. This information will generally be made available to employees/contractors to allow those goods or services to be provided to you. We will also provide anonymised data (which does not include your name or contact details) to third parties for the purposes of conducting research. If the requested information is not provided, you will be unable to use the App and its features. You may access the information you have provided to us by emailing us at foi@sew.com.au.

10. Confidentiality

Information collected by us that is provided to third parties is usually subject to contractual obligations of confidentiality. We will take steps we consider appropriate to ensure that such third parties observe their confidentiality obligations.

Notwithstanding the above, we do not guarantee that confidential information will be kept confidential by any third party, and we disclaim all liability should confidentiality be breached by a third party.

11. Liability and indemnity

The App and its content are provided on an 'as is' basis without any service level guarantees, and to the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from these Terms and otherwise in respect of goods or services from your use of the App.

Nothing contained in these Terms excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the *Australian Consumer Law* as set out in the *Competition and Consumer Act 2010 (Cth)* (**ACL**), provided that, to the extent that the ACL permits us to limit our liability, then our liability will be limited to:

- (w) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; or
- (x) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

To the fullest extent possible and subject to our liabilities and obligations under the ACL, we will have no liability in contract, tort, negligence or otherwise for any loss or damage resulting, directly or indirectly, from any use of or reliance on the App.

Under no circumstances and under no legal theory (including tort, contract, or otherwise) will we be responsible for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, loss of income, profit or business opportunity, work stoppage, computer failure or malfunction.

12. Your indemnity

You indemnify us and our related entities and each of their directors, officers, employees and agents against any actions, claims, liabilities, losses, damages, costs and expenses which any of them incur directly or indirectly arising from any use of the App or breach of these



Terms by you. Your liability to us under this indemnity is reduced to the extent we cause or contribute to any such loss or claim.

13. Termination

We may suspend or terminate your access to the App at any time.

On termination of this agreement for any reason, our obligation to provide access to the App and any related services will immediately cease, and you must immediately cease all use of the App.

14. General

You must not use the App for any unlawful purpose.

You must report any issue, inaccuracy, malfunction or other problem with the App, or any data collected by us, to us as soon as practicable after such an issue, inaccuracy, malfunction or other problem becomes apparent to you.

If any part of these Terms is held to be unenforceable, the remainder of these Terms will continue in full force.

You must not assign or otherwise transfer the rights granted under these Terms to any third party.

Any provision of these Terms by its nature intended to survive expiry or termination of the Terms survives the expiry or termination of the Terms.

These Terms set forth the entire understanding and agreement of the parties as to the subject matter of these Terms and supersede and revoke any and all previous representations and agreements regarding the App (but do not limit any terms and conditions regarding your water rates or digital meter). No agreement or understanding to modify these Terms shall be binding upon either party unless agreed to in writing by both parties.

These Terms are governed by the laws in force in Victoria. Both parties agree to the jurisdiction of the courts of Victoria.