

## **Web Portal User Agreement**

### **Definitions**

#### **Account**

Means the user's account, obtained by registering to the Portal, whereby the user may make use of the services provided by the Website.

#### **WSC**

Means Water Services Corporation

#### **General Terms**

Means the general terms and conditions for access and use of the Website.

#### **Portal**

Means this web portal which is part of the Website, whereby a user registers in order to benefit from the web services made available through the internet systems by WSC.

#### **Terms**

Means the terms and conditions for registration and use of the Portal as set out in this user agreement and shall be deemed to include the General Terms.

#### **User or You**

Means any person who has registered for access and use of the Portal.

### **Application**

WSC has developed a system, which may be used through this Portal, by virtue of which you may avail yourself of the services provided through the Portal. These Terms apply to the use of the Portal and of any services which are offered through the Portal, including any other services which may be made available in the future.

The Portal is owned by WSC.

WSC does not guarantee that the functional aspects of the Portal will be uninterrupted or error free or that the Portal or the server that makes it available, are free of viruses or other harmful components.

WSC does not guarantee that all users have access to all or any of the services indicated above, nor does WSC guarantee the continued access, use or functionality thereof. If you do not have access to any of these services, you can contact WSC to find out why.

WSC may change any material on the Portal without prior notice.

### **Terms**

These Terms for the registration and use of the Portal are in addition, and

complementary, to the General Terms which shall also apply to the access and use of the Portal and the Account.

Access to the Portal and its use are subject to the respect and the full approval of the Terms detailed in this user agreement. In order to use the Portal users must agree to the Terms without any limitation. You must read and accept all of the terms and conditions prior to registration.

You may not use the Portal or any of the services if you are under the age of 18 or you are not able to be a party to legally binding contracts.

By completing the acceptance box below you are accepting these Terms, without reservation.

## **Registration**

In order to use the Portal and any online application you will be required to create an Account. You must complete the registration process by providing complete and accurate information as required by the registration form. Any false information provided by you will, without prejudice to any other remedy available to WSC, result in the immediate termination of your Account and your use of the Portal.

You shall have an obligation to ensure that the e-mail address and other contact and personal details provided to WSC are correct and up to date at all times.

If WSC believes that the information you have supplied is inaccurate or incomplete, WSC may suspend your entitlement to access the Portal with immediate effect. Any information you submit while you are registering to use the Portal and all updates to this information are subject to the security note set out in the General Terms.

You will also be required to choose a password and username, which will be used to access your Account. You acknowledge and agree that you are and shall remain responsible for maintaining the confidentiality of your username, password and account details.

You shall be responsible for maintaining the security of the Account and for all uses of the Account.

You acknowledge that you are fully responsible for all activities that occur under your password and your Account. If you suspect that your username and/or password have been compromised, you should contact WSC immediately and change your password.

You may not: (i) select or use as a username, a name of another person with the intent to impersonate that person; or (ii) use as a username, a name subject to any rights of a person other than yours, without appropriate authorization. WSC reserve the right to refuse registration of, or cancel an Account at its sole discretion.

Your username and password shall be deemed to be confidential. WSC shall not disclose your username and/or password unless requested to do so by you, or

required to do so by a court of competent jurisdiction or any other legal requirement.

You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access or otherwise use the Portal, including, without limitation, modems, hardware, software and any telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Portal.

WSC reserves the right to audit your use of the Portal including, without limitation, the right to use data relating to your use of the Portal.

### **Modification of Terms**

WSC reserves the right to change these Terms from time to time for legal, regulatory or any other reasons. WSC will make reasonable efforts to notify you of any changes. The changes will apply to the use of the Portal with immediate effect. If you do not wish to accept the new and/or amended Terms you should not continue to use the Portal. If you continue to use the Portal after the date on which the change comes into effect, your continued use of the Portal indicates your agreement to be bound by the new and/or amended Terms.

### **Warranties**

The information on this Portal is strictly indicative and provided for information purposes only. Although WSC has taken all reasonable care to ensure that the information provided on this Portal is accurate as at the time of publication thereof, WSC makes no representation or warranty, express or implied, as to the content, accuracy, completeness, operability, availability or adequacy of such information, nor the fitness for any use or purpose whatsoever.

Accordingly, WSC disclaims any responsibility for any errors, omissions or inaccuracies which may be contained in any information on this Portal. Any use of, or reliance on, the information herein shall be made at your own risk. WSC disclaims any responsibility for any harm resulting from downloading or accessing any information or material through the Portal.

In the event that any information on this WSC is inaccurate, incomplete and/or inadequate, WSC liability shall be limited to the rectification/correction of such inaccurate, incomplete and/or inadequate information.

The Portal may contain links and references to third party websites; these are provided for the user's convenience and interest and imply neither responsibility for, nor approval of, information contained in these websites by WSC. WSC makes no warranty, either explicit or implied, as to the accuracy, availability or content of information, text or graphics which are not owned by WSC.

WSC does not guarantee the accuracy of information provided by external sources and accepts no responsibility or liability for any consequences arising from the use of such data.

WSC does not guarantee that the functional aspects of the Portal will be uninterrupted or error free or that this Portal, or the server that makes it available, shall be available at any time. Accordingly, WSC disclaims any responsibility for the Portal not being online or available at any particular time.

### **WSC Obligations**

Insofar as this is within its reasonable control, WSC shall undertake reasonable efforts to:

-- Take all reasonable steps and precautions to encrypt any information stored within its online systems provided at the point of its transmission to WSC.

WSC reserves the right to change the service and these Terms, in accordance with these Terms.

### **Your Obligations**

You further acknowledge and accept that in order to make use of the Portal you shall:

-- Input any information as may be requested by WSC in respect of personal and/or credit/debit card details.

-- Input only credit/debit card details which the you are legally authorised to use. In default of which, you would be deemed to be abusing of the Portal and be in breach of these Terms.

-- Honour all payments originating and incurred through your usage of the Account and consequential debiting your debit/credit card, details of which would have been previously inputted by you.

-- Indemnify and hold harmless WSC for any losses suffered by WSC in the event that you are in breach of any one or more of these Terms.

-- Not transfer any rights and/or obligations under these Terms to any third party and

-- Notify WSC immediately in writing of any changes to your personal details, including email/postal address, as provided on registering for use of the Portal.

### **Instructions to WSC**

Where available, all payments, instructions, orders, applications, agreements, other declarations of intent and messages submitted through your Account shall be deemed to be binding on you. You understand and accept that you are responsible for all requests and/or instructions which originate from your Account.

You authorise WSC to act on any instruction that it receives from your Account through the Portal, which has been, or reasonably appears to have been, sent by you.

You declare and confirm that any information given by you to WSC is true and correct and you acknowledge that WSC is not obliged to take any measure to confirm or authenticate any instructions, nor to reverse or adjust any instructions sent through your Account.

You will be liable for any transactions that WSC carries out as a result of an instruction sent using your Account. WSC is not to be held liable if the execution of any instructions is delayed, incorrect, or not carried out, due to incorrect instructions or information. WSC reserves the right not to process any instructions before obtaining any information which may be required or desirable.

WSC reserves the right to refuse to carry out any instruction originating from your Account if WSC reasonably believes that such instruction is either invalid or has not come from you, or for any other reasons and WSC shall not be liable for any loss or damage suffered by you as a result of such refusal to act.

Unless otherwise agreed, you have the right to cancel an instruction at any time prior to the commencement of its execution, subject to the payment of a cancellation charge representing those expenses and/or administrative costs which WSC has incurred, if any.

### **Restricting Access or Discontinuing Services**

You are responsible for all usage or activity on or from your Account. You undertake to use the Portal and your Account exclusively for the purposes set forth in these Terms. Any fraudulent, abusive or otherwise illegal activity shall entitle WSC to cancel your Account, at its sole discretion.

If WSC is of the reasonable opinion that your Account is:

- Being used for any purpose that is unlawful or which could damage, disable, overburden, or impair the Portal or interfere with any other user's use and enjoyment of the Portal.
- Being used in a manner which is not in accordance with these Terms or any manner which could potentially expose WSC or any other user to financial loss or legal liabilities.
- Being used inconsistently with the spirit of this Agreement or WSC's policies.
- Being used to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through this Portal.
- Infringing the rights of third parties (including, without limitation, intellectual property rights of third parties).

You acknowledge and accept that WSC may suspend or cancel your Account and your possibility of using the Portal. WSC shall not be responsible for any loss or damage you may suffer pursuant to any action taken in pursuance of this provision.

Additionally, WSC reserves the right to limit your activities on the Portal if such restrictions are reasonably expected to improve the security of the Portal or reduce WSC's or any other user's exposure to financial or other liabilities.

Without prejudice to the above, WSC makes no warranty or representation, express or implied, as to continuity of access to the Portal and reserves the right, in its sole discretion, to discontinue your, and or any other user's access to the Portal and the related services, or any portion thereof, at any time, without notice.

WSC cannot guarantee that the Portal, or the services provided through it, will be fault-free. If a fault occurs in the service you should inform WSC and WSC will attempt to correct the fault as soon as is reasonably practicable. Your access to the Portal and/or your Account may be occasionally restricted to allow for repairs, maintenance or the introduction of new services.

## **Data Protection**

WSC is committed to user privacy.

If any of the information that you provide constitutes personal data for the purposes of the Data Protection Act 2001 (Chapter 440 of the Laws of Malta), WSC shall only process such data in the manner and for the purposes stated in these Terms. By clicking the (I accept ) button at the end of these Terms, you consent to such processing.

WSC shall process the data you provide in order to provide you with Portal services and to contact you in relation to your use of this Portal and any billing matters, if the need arises. WSC may also process the data you provide for market analysis, statistical and other purposes for its own use or for the use of entities controlled by the Government of Malta

If you indicated your consent to the processing of your personal data for direct marketing purposes, by checking the box below, you may opt, at no charge, out by contacting us on [customercare@wsc.com.mt](mailto:customercare@wsc.com.mt) or on WSC Help Line 80076400. Any other personal data that you may provide pursuant to availing yourself of the services available through the Portal (such as online payment of utility bills) shall be processed for the purposes of providing you with the particular service you request. Payment data you provide may also be processed for creditworthiness, behaviour scoring and/or accounting and auditing purposes.

We do not transfer any personal data relating to you to any third party without your prior consent or unless we are otherwise authorised or obliged to make such transfers in terms of law or pursuant to an order from a competent court, tribunal or authority. WSC may however transfer your personal data to WSC Ltd and to its sub-contractors or service providers for the purposes of providing you with any services you may have requested or to which you may be entitled.

You have a right to request access to and/or correction of the personal data processed by WSC, insofar as such personal data relates to you. Any such request

must be made in writing to WSC bearing your original signature.

## **Liability**

To the fullest extent permitted by law, and except to the extent that loss or damage is caused directly by its gross negligence or wilful misconduct, WSC shall not be liable for any loss or damage whatsoever whether direct or indirect and whether in contract, tort, quasi-tort or otherwise, arising out of the use of this Portal, the services available through it, or the use or reliance on the information available on this Portal.

WSC shall in no circumstance be liable for any direct or indirect loss of profit, goodwill, business or anticipated savings, nor for any indirect or consequential loss or damage.

WSC shall not be liable for any losses resulting from third party services, equipment, software, hardware or any other component, outside its reasonable control (including, without limitation, any telecommunications services and equipment, software, browsers and computer components and systems) as may be used by you to access and/or use the Portal.

WSC shall not be liable to you for any losses resulting from access or use of third party websites, whether or not you access such websites through the Portal.

WSC shall not be liable for any direct or indirect damages resulting from the use of the Portal or any downloaded applications, and any consequent financial or commercial prejudice, or loss of data in your system.

WSC reserves the right to modify, suspend or discontinue, temporarily or permanently, this Portal or any part of it, with or without notice, at any time. WSC shall not be liable to any person for any such modification, suspension or discontinuance of this Portal (or any part thereof).

You agree to indemnify and hold WSC harmless from any loss or damage suffered by any person as a result of your breach of any of these Terms or any improper use you may make of the Portal.

If you obtain unauthorised access to any program, data or other information which belong to WSC or any third party, you agree to treat such program, data and/or information, as the case may be, as confidential and agree not to disclose or make use of any of it/them (or any part of it/them).

## **General**

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.

WSC may, in its sole discretion, assign, novate, or in any other manner transfer, its rights and obligations under these Terms, without your prior consent, provided that any such assignment, novation or transfer is made on the same terms or terms that are no less advantageous to you than these Terms.

Section headings are for reference purposes only and do not limit the scope or extent of such section.

Any failure by WSC to act with respect to a breach by you or others does not waive WSC 's right to act with respect to any subsequent breach(es), whether of a similar nature, or otherwise.

These Terms set forth the entire understanding and agreement between you and WSC with respect to the access to, and use of this Portal and the Account.

These Terms, and the interpretation and construction hereof, shall be governed by Maltese law.

The Courts of Malta shall have exclusive jurisdiction over all claims or disputes arising in relation to, out of, or in connection with this Portal and these Terms.

Should you decline to accept the above Terms, or any of them, then you should immediately unsubscribe from any services made available to you through this Portal, cancel your Account, discontinue use of this Portal and disconnect from it.

If you have any questions about these Terms, you may contact us on [customercare@wsc.com.mt](mailto:customercare@wsc.com.mt) or on WSC Help Line 80076400