



# **River Rock County Water and Sewer District**

## **Online Bill Payment Terms and Conditions & Privacy Policy**

### **Terms & Conditions**

By accessing or using the River Rock County Water & Sewer District “District” Online Payment website, you agree to be bound by all of the terms and conditions contained herein. The District may modify this document at any time, and you agree that such modifications will be effective immediately upon posting of the modified document. You agree that by using our website after any such modifications, you will be deemed to have reviewed, agreed to and accepted the modified document.

When you follow a link to any other web site, even the site of another governmental agency, you are subject to the terms and conditions and privacy policy of that site. The District is not responsible for the practices or content of other Web sites. You should check the terms and conditions and/or privacy policy of their sites if you have concerns about how they handle your personal identifiable information. The District’s Online Payment Service is provided to you to allow you to make electronic payments through the web and/or access account information. The Online Payment Service may send information about your District account directly to your email account or via mail. This email may include a digital copy of your account record.

In the District’s sole and absolute discretion, the District may, without notice, restrict or terminate any person’s use of the Online Payment Service and any related service, user accounts, user names or passwords. The District agrees to make every reasonable effort to ensure full performance of the Online Payment Service and to resolve disputes that may arise in a timely manner. The District cannot assume responsibility for malfunctions in public communications facilities not under its control that may affect the accuracy or timeliness of any email messages you receive.

Any information sent by the District to you via email is believed to be reliable. However, this information can only be provided on a best-efforts basis for your convenience and is not guaranteed. The District will not be liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any decision made using this information.

The Online Payment website has security measures in place to protect against the loss, misuse, or alteration of the information you provide including your credit card information. Our Online Payment conforms to industry standard security which is among the best software available for securing commerce transactions.

Your information is collected and stored by the District's vendor and is used only for applying your payments and displaying your statements online. The District will store and maintain personal information submitted by you to establish Online Payment service.

You agree that you will not intentionally provide false information when accessing or using the District Online Payment Service. You also agree that you will not falsify, forge, or otherwise tamper with any information in the emails you receive as part of the Online Payment Service.

THE DISTRICT DOES NOT MAKE ANY WARRANTIES CONCERNING THE ONLINE PAYMENT SERVICE INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW. THE DISTRICT MAKES NO WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. THE DISTRICT WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES. FURTHER, YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOADING OF ANY MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE DISTRICT OR THROUGH THE DISTRICT ON-LINE PAYMENT SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

You agree to defend, indemnify and hold harmless the District, and its officers, officials, directors, employees, agents, successors or assigns from any and all claims, liabilities, costs, and expenses (including reasonable attorneys' and experts' fees) arising in any way from your use of the On-line Bill Payment website and service or the placement or transmission of any message, information, software or other materials or content on or through the Electronic Bill Pay and Payments website by you or users of your user account or related to any violation of these Terms and Conditions by you or users of your account.

In addition, please take note of the following guidelines, which will assist you in detecting certain types of Internet and e-mail fraud (i.e. "phishing").

- The District will never send you an e-mail requesting you to validate personal information.
- The District will never ask you to update your social security number, date of birth, or driver license number via email.

## **Refund Policy**

The District will not refund over payments. In the event that your payment to us was charged to your credit card in error, we apply the amount over the payment due as a credit in our utility billing system. The District reserve the right to revise this policy at any time.

## **Privacy Statement**

The District is committed to protecting your online privacy and the confidentiality of personal information you may provide while interacting with us on the web. This policy seeks to clarify our efforts and activities on the subject of privacy and related topics. The District has created this policy statement in order to demonstrate the District's commitment to privacy.

When you follow a link to any other web site, even the site of another governmental agency, you are subject to the privacy policy of that site. The District is not responsible for the privacy practices or content of other Web sites. You should check the privacy policy of their sites if you have concerns about how they handle your personal identifiable information.

## **Collection of Personal Information**

No personally identifiable information is automatically collected about visitors who simply browse this site or who download information from it. The District does not release any information about the collection of IP addresses to any third party, except under court order, subpoena or as required by law.

Our web servers maintain logs of user activity in order to help us manage the web site. Information stored in these logs does not identify you personally. The logs store such things as the domain name and IP address from which you accessed our web site; the type of browser and operating system you used; the date and time you accessed our site; the pages you visited; and the country or region of the world from which you accessed this site.

District staff may use this information to learn how many visitors, where the visitors are located, which parts of our web site are of most interest to visitors, and other facts that will help us improve the web site and the services we offer.

## **If You Send Us Personal Information**

The District values your use of this site and values your feedback. If you participate in a survey or send us an e-mail, your e-mail address and the other information you volunteered will be collected. Visitors who request services through this site may be required to furnish additional information in order to provide the service requested. The additional information collected will be no more specific than if the visitor were requesting the service by any other means, including

by telephone or an in-person visit to a District facility. We may share this information with another government agency or organization if that is required to provide the help you are requesting or as required to be disclosed by law, subpoena or court order.

We provide information about your accounts or other personally identifiable data to third parties only when the information is necessary to complete a transaction you initiated, or when the law, court order or subpoena requires disclosure. We may share the aggregate (statistical) information with third parties without reference to individual information. We may e-mail you regarding billing or service-related issues.

## **Security of Your Personal Information**

While no web site can protect itself against all eventualities, every effort is made to protect any sensitive personal information you give us. We will not rent, sell or give away any information identifying you individually (name, address, phone number, etc.) to a third party for marketing or mailing list purposes without your permission. We will also not disclose credit card information, except for purposes related to your credit card transaction, or with your permission, or as required by law.

## **Public Record**

As a governmental agency, we are governed by Montana open records laws. It's important for you to understand that most business you conduct with the District, as well as with state and county governments, becomes a public record. Public records as defined by state law, and not made confidential elsewhere in the Montana Codes, may be posted for electronic access through this web site. This includes applicable District permits and/or licenses that you have applied for, property you have registered with the county recorder, and requests for a District service. These same records have long been open for public inspection by anyone requesting them in person, by mail or by telephone at the appropriate government office.

## **Who to Contact**

If you have any questions or concerns about this privacy policy or about the Web site in general, you may contact the River Rock County Water & Sewer District at [riverrockwsd@gmail.com](mailto:riverrockwsd@gmail.com).