

Spartanburg Water System Privacy Policy

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. 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. We are committed to protecting your Personal Information (described below) and subject to the terms of this Privacy Policy, we will not disclose your Personal Information to any third party without your consent. This Privacy Policy describes:

- (i) what Personal Information the SWS Site receives or collects from you,
- (ii) how the SWS Site uses and shares your Personal Information with others, and
- (iii) your choices and obligations regarding your Personal Information.

Capitalized terms not defined in this Privacy Policy shall have the meaning ascribed thereto in the SWS Site Terms of Use.

Agreement

By using or accessing the SWS Site, you agree to be legally bound by the Terms of Use and this Privacy Policy as amended from time to time (collectively, the “*Agreement*”). The Agreement can be found at www.spartanburgwater.org/terms. 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 and/or the Services 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 it regularly for changes. References to “Spartanburg Water System,” “Spartanburg Water,” “we,” or “us” in the Agreement refer to Spartanburg Water System.

This Privacy Policy was last updated on: January 4, 2016.

Application of this Privacy Policy

This Privacy Policy applies to the Site and the Services and does not extend to anything that is inherent in the operation of any third party website, the Internet, or any other network via which the Services are used or accessed, as such third party websites, the Internet, and the other networks may be covered by other terms of use or privacy policies that are beyond our control and which may be inconsistent with the terms and conditions of this Privacy Policy or the Term of Use. This Privacy Policy is not to be applied in any manner contrary to applicable law or governmental regulation.

Spartanburg Water System is not responsible for the privacy practices or the content of any third party websites or services with which the SWS Site communicates or is linked. By clicking on a link, logo or any item associated with a third party site, please note that you may be exiting the SWS Site and the protections afforded by this Privacy Policy and the Term of Use. These third party websites or entities may be governed by their own privacy policies, may send their own cookies or beacons to you, or may collect and/or distribute your Personal Information. We urge you to review carefully the privacy policy of any such third party website or entity prior to accessing or using their services, or providing any of your Personal Information to them.

By way of example, the SWS Site may include a link to our Online Payment Portal via which you may pay your bill online. By providing the Online Payment Portal, Spartanburg Water uses one or more trusted third party payment service provider(s) to receive and process Payment Information (defined below) that you provide. Therefore, when providing Payment Information, you may be subject to different terms of use and/or privacy policy provided by the third party service provider.

Your correspondence or business dealings through such third party websites or entities, including payment for and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are made at your own risk and are solely between you and such third party service providers, websites or entities. Please note that we do not guarantee and are not responsible for the content of such third party service providers, websites or entities. You acknowledge and agree that Spartanburg Water System is not responsible or liable, directly or indirectly, for any damage, expense or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, advertising, products, services or other materials available on or through any such third party service providers, websites or entities.

Contacting Us

If you have any questions about this Privacy Policy, the SWS Site or the Services, you may contact the Spartanburg Water System by visiting the Customer Service page at <http://www.spartanburgwater.org/customer-care> or by email at hstinson@spartanburgwater.org.

Personal Information

The SWS Site collects Personal Information from you to enable the SWS Site to provide a variety of Services to you and other Subscribers and Users, and/or to improve the Services over time. We collect Personal Information that you provide to us and we collect Personal Information about you and your device when you access or use the Site or our Services.

Personal Information You Provide to Us.

When Creating Your Account

It may be possible to browse various sections of the Site without submitting any Personal Information. Whenever we ask for Personal Information, we strive to provide a link to this Privacy Policy to help you understand how Personal Information will be used before you decide whether to disclose it. You can choose not to register with the SWS Site, but then you may not be able to fully take advantage of certain features of our Site and we may not be able to provide you with certain Services.

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 “**Subscribers**”. When you register or update your Account through the Site, you may provide your Contact Information that we will use to set up or update your Account. This may include your name, postal address, email address, website address, and telephone number (collectively, your “**Contact Information**”). You also will provide us with Access Credentials that we will use for security purposes, such as to authenticate your identity or that of your device each time you log in to the Site. These Access Credentials may include one or more of the following: a user name, a personal identification number (“**PIN**”), a password, responses to security questions, etc. (collectively, your “**Access Credentials**”).

When Creating Your Profile

After your account is set up, you will provide Subscriber Information that the SWS Site will use to create or update your Profile. Your Subscriber Information may include some or all of your Contact Information as well as information that identifies subscription materials, usage history (for example, frequency of access) or permissions relating to the collection or use of certain Subscriber Information, or permission regarding accuracy of location information (collectively, “**Subscriber Information**”). Your Subscriber Information may also include context information that identifies one or more of the following: your gender, primary or secondary languages, place of birth, date of birth, marital status, country of citizenship, ethnicity, religious affiliation, education level and background, knowledge, skills, abilities, certifications, profession or trade, interests and hobbies, preferences (e.g., favorite subjects, movie genres, book genres, etc.), permission regarding your device location accuracy, etc.

When Using the Services

In the event you use the Services that enable you to pay your bill via the SWS Site, you may be prompted to provide Payment Information that includes a credit or debit card number, expiration date, security code, billing address, service address, a bank account number, a bank routing number, etc. (collectively, “**Payment Information**”).

Additionally, you may from time-to-time provide certain subscriber content to the SWS Site by uploading or posting information, data, text, images and/or other content to the SWS Site. You acknowledge and agree that such content may be published on the Site and/or otherwise disclosed to Users, Subscribers, or other third parties that visit the Site and/or use the Services.

Personal Information

Subscriber Information, Access Credentials, Payment Information and Contact Information shall be referred to, individually or collectively, as “**Personal Information**”. The SWS Site will not permit your Profile or Contact Information to be made publicly accessible. However, Spartanburg Water System expressly reserves the right to de-identify your Profile or Contact Information and may make such de-identified Profile and/or Contact Information public.

You may choose not to specify certain Personal Information (“**Opting Out**”) without affecting the registration of your Account. You understand and agree that Opting Out of providing certain Personal Information may impair the performance of the Services, or render the Services inoperable or unavailable to you. By way of example, if you Opt Out, you may not be permitted to use the Online Payment Portal to view your Account and/or pay your bill via the SWS Site.

Personal Information We Collect When You Use the SWS Site Services.

We may also collect Personal Information when you access the Services including the following:

1. Device Information. When you use or access the SWS Site, we may collect information associated with the device from which you are communicating such as your wireless mobile device, tablet computer, laptop computer, desktop computer, or the like. Such device information may identify the make and model of your device; the type or version of your operating system; unique device identifier(s), an Internet Protocol (IP) address, a media access control (MAC) address, or information associated with your service provider or mobile carrier.

2. Usage Information. When you use the Services, we may automatically collect or store certain Personal Information regarding your usage patterns or habits, such as:

- Details of which Services you use and how often you use them, including application names, access point names (APNs), or packet data networks (PDNs).
- Information associated with real estate listings viewed.
- Information regarding websites visited, promotional materials, uniform resource locators (URLs) relating thereto; time, date, or bandwidth of browsing session; type of content accessed (text, video, audio, or images), etc.
- Device or communication performance information such as type or version of browser, browser protocols, data rates, or information identifying Quality of Service exhibited during a session, dropped communications, etc.

3. Location Information. When you access the Services, we may collect and process information about your device's actual location using Global Positioning System (GPS) signals sent by your device, from a third party location service, or from terrestrial network signals that identify via which network device, cell, Wi-Fi access point, network address, etc. your device is communicating.

4. Cookies / Beacons. We may collect and store information when you access the Services, and this may include sending one or more cookies or anonymous identifiers to your device. We may also use cookies and anonymous identifiers when you interact with the Services we offer to or other services from our partners, such as advertising services. We may use web beacons (also known as web bugs, clear Graphics Interface Format pixel (or "clear GIFs"), 1 x 1 pixel, etc.) in combination with cookies or other Site functions to understand how you interact with the SWS Site or Services (e.g., Site webpages, advertising content, etc.), or perform web analytics or other administrative functions. Beacons do not collect Personal Information.

New approaches that offer alternatives to cookies and beacons to better protect your privacy and to improve the security of your Personal Information may be explored by Spartanburg Water System or third parties with whom Spartanburg Water System obtains hosting, Site maintenance, or network services. In the event that any of these approaches are used in addition, or as an alternative, to cookies or beacons, Spartanburg Water System will update this Privacy Policy accordingly.

5. Other Data and Changes to this Privacy Policy. We may also require other information for tracking or verifying compliance with our policies, abiding by federal, state and local laws and

for editorial and feedback solicitation purposes. In addition, from time to time, we may use your Personal Information for new, unanticipated uses, such as notification of new services, announcements and general communications. If our information practices materially change at some time in the future, we will post such change to the SWS Site before we use your Personal Information for these new purposes, in accordance with the paragraph captioned “Periodic Changes to This Policy” above.

Grant of License

Subject to the terms and conditions of this Privacy Policy and the Terms of Use, by accessing or using the Site or Services, you acknowledge, consent to, and hereby grant to Spartanburg Water System a perpetual, non-exclusive, fully paid-up, and royalty-free license to use, display, modify, make derivative works of, obfuscate, de-identify, encode, translate, copy, transmit, or sublicense your Personal Information (including any and all subscriber content that you upload to the Site) throughout the universe to provide the Services and for our own commercial, research, and quality improvement purposes.

How We Use and Share Your Personal Information

Consent to Our Use, Collection, or Sharing of Your Personal Information.

Your Consent. By registering or updating your Account, using or accessing the Site or Services, and/or creating or updating your Profile, you are voluntarily and unconditionally accepting the terms and conditions of the SWS Site Terms of Use and Privacy Policy and are freely accepting and agreeing to our use of your Personal Information and any subscriber content in accordance with this Privacy Policy. You further acknowledge and agree that your access or use of the Site or the Services, or providing your Personal Information and/or subscriber content to us, including any information deemed “sensitive” by applicable law, is entirely voluntary on your part.

Withdraw of Consent. You have the right to withdraw your consent to Spartanburg Water System collecting, using, or sharing of your Personal Information and/or subscriber content by closing your Account and discontinuing use of the Site and Services.

Uses of Your Personal Information.

- 1. Our Internal Use.** We use your Personal Information for our own internal purposes including providing the Services to you, improving the Services, recording and analyzing how and the amount to which Users and Subscribers use the Services.
- 2. Creating De-identified Personal Information.** We may encode or obfuscate your Personal Information to create de-identified Personal Information that removes any information that enables a Subscriber or User to be identified. We may use the de-identified Personal Information for our own internal purposes, for data aggregation and analytics, and/or when providing Services to you.
- 3. Our Communications to You.** We may communicate with you through email, text messages (e.g., using an Instant Message (IM) protocol, a short message service (SMS) protocol, or some other message protocol, notices of promotions, and notices posted via the SWS Site.

We may also, from time to time, send you messages to inform you about how to best use the Services, new features or functionality of the Site, security warnings, planned Service disruptions, promotional and advertising content, an Spartanburg Water System-related event, or a third party's goods and services. Furthermore, we may send to your device promotional or advertising content, new versions or updates to the SWS Site, software patches or scripts (e.g., to improve security, performance, etc.), and new security enhancements. By way of example, we may send you our periodic electronic newsletter that describes upgrades to or the latest news related to the SWS Site, Spartanburg Water System-related events, etc. If you do not wish to receive this newsletter, you may select a link within the newsletter to unsubscribe or opt out of receiving future copies of the newsletter.

4. Your Communications to Us, Other Subscribers, or Third Parties. Many communications that you initiate through the SWS Site such as by sending email messages to us may include your Personal Information including without limitation your name, your email address, your location, etc. Messages you initiate may provide the SWS Site with your Personal Information.

5. Third Party Communications. We do not share your Personal Information with any third parties, except to those parties described in this Privacy Policy. Except as specified to the contrary in this Privacy Policy, we will not disclose your Personal Information that is generated or collected through your access to the Site without your consent unless such Personal Information is de-identified or we are carrying out your instructions.

6. Change in Control or Ownership of Spartanburg Water System. If Spartanburg Water System or any of its assets, including without limitation the SWS Site or the Services, are acquired or transferred to a third party, we will attempt to notify you so that you may make an informed decision about a new use (if any) of your Personal Information.

7. Communications in case of Harm or Compliance with Applicable Law. We may disclose your Personal Information in special cases when we believe in good faith that such disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property or the rights or property of our Subscribers, Users, or others. We also may disclose your Personal Information when we believe in good faith that the law, legal process or a lawful investigation requires it.

8. Security. We exercise great care in providing secure transmission of your Personal Information between your device and our servers or those of a third party. We also take great care to protect your Personal Information that is stored off-line. Your Personal Information is handled by Spartanburg Water System authorized personnel or third parties that are authorized by us. Unfortunately, no data transmission over the Internet can be guaranteed to be secure, and we will not be held liable should a third party illegally obtain your Personal Information following Delivery (described below) or prior to Receipt (described below) of your Personal Information by Spartanburg Water System. While we work hard to protect your Personal Information, we cannot ensure and do not warrant the security of any Personal Information you transmit to or from us, and you do so at your own risk.

Delivery and Receipt of Personal Information

Receipt and Delivery of Personal Information. You expressly acknowledge and agree that Spartanburg Water System, its members, directors, officers, employees, and agents shall have no responsibility or liability whatsoever associated with any Personal Information prior to its Receipt by Spartanburg Water System Equipment from any Subscriber or User, or following the Delivery of Personal Information by the Spartanburg Water System Equipment to any Subscriber or User.

“Spartanburg Water System Equipment” shall be defined as any server, firewall, database or other equipment on which the SWS Site is hosted and which is owned or controlled by Spartanburg Water System.

“Receipt” shall be defined as the instant at which any portion of your Personal Information, is detected or received by the Spartanburg Water System Equipment from a communication path (for example, a wired and/or wireless communication path or link) over which your Personal Information is transmitted by a Subscriber or User that is authorized to access or use the Services.

“Delivery” shall be defined as the instant at which any portion of your Personal Information, is transmitted by the Spartanburg Water System Equipment and enters a communication path (for example, a wired and/or wireless communication path or link) over which the Personal Information is transmitted to a Subscriber or User that is authorized to access or use the Services.

You expressly acknowledge and agree that Spartanburg Water System shall have no responsibility whatsoever for any breach, loss, or theft of any Personal Information on any device of Subscriber or User that can access or use the Services, or during transmission (before Receipt or after Delivery) of such Personal Information to or from the Spartanburg Water System Equipment.

Indemnification. You shall defend, indemnify, and hold harmless Spartanburg Water System and its respective members, directors, officers, 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 any Subscriber or User, their Internet service provider, or your use, storage, duplication, copying, modification, transmission, loss, or theft of any Personal Information (i) following the Delivery from Spartanburg Water System of such Personal Information to a Subscriber, User, or third party, including any Internet service provider, or (ii) prior to the Receipt by Spartanburg Water System of such Personal Information.

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 Privacy Policy or any termination or suspension of your use of or access to all or any aspect of the Services.

Your Choices and Obligations Regarding your Personal Information

Rights to Access, Change, or Delete Your Personal Information.

You may access your Profile to review or modify your Personal Information. This includes your Contact Information, Access Credentials, Subscriber Information, or location accuracy settings. To ensure that we can continue to provide the Services, perform security functions (for example, authenticating your identity), and maintain your Account, you are precluded from deleting certain Personal Information, including your Contact Information, Access Credentials, device information, and usage information.

Rights to Terminate and Delete Your Account.

You may terminate your SWS Site account at any time. When you request to terminate your account, your Profile (including your usage history) will be deleted from the Site and from Spartanburg Water System's servers. Because of the way we maintain the SWS Site, such deletion may not be immediate, and residual copies of your Profile (including your usage history) may remain on backup media for up to ninety (90) days. Notwithstanding the foregoing, Spartanburg Water System reserves the right to retain some or all of your Personal Information if, in our sole discretion, we determine that it is reasonably necessary to comply with applicable law, meet our legal obligations, comply with regulatory requirements, resolve disputes between Subscribers and/or Users, prevent fraud and abuse, or enforce this Privacy Policy and the SWS Site Terms of Use. Furthermore, Spartanburg Water System reserves the right to retain a copy of a de-identified version of your Profile for its own business purposes.

Your Obligations and Warranty.

You have certain obligations under this Privacy Policy and in accordance with applicable law and regulations. Accordingly, you shall, at all times, abide by the terms and conditions of this Privacy Policy and the SWS Site Terms of Use as they may be amended from time to time, as well as other policies of the SWS Site including respecting all intellectual property rights that may belong to third parties, such as trademarks or copyrights. You agree not to upload or otherwise disseminate any information or subscriber content that may violate the rights of others including infringing or misappropriating any intellectual property rights of others, or which may be deemed to be injurious, defamatory, slanderous, libelous, untruthful, violent, offensive, racist, or xenophobic, or which may otherwise violate the purpose and spirit of the SWS Site and its community of Subscribers and Users. You warrant that any information that you provide, post, or upload to the SWS Site is (i) an original work by you or (ii) a work by someone other than you and from whom you have received express authorization to provide such work to the SWS Site. You further agree to keep your Access Credentials strictly confidential and to not share them with others.

Any violation of your obligations, this Privacy Policy, or those set forth in the SWS Site Terms of Use or elsewhere may lead to the restriction, suspension, or termination of your Account at the sole discretion of Spartanburg Water System.

Policy Regarding Children

THE SWS SITE AND THE SERVICES ARE NOT A WEBSITE OR ONLINE SERVICE THAT IS DIRECTED TOWARD CHILDREN UNDER THIRTEEN (13) YEARS OF AGE WITHIN THE MEANING OF THE CHILDREN'S ONLINE PRIVACY PROTECTION ACT OF 1998 (COPPA), and no Services or Site Content are directed to persons under the age of thirteen (13) (the "Minimum Age").

If you become aware that your child has provided us with Personal Information without your consent, please contact us at hstinson@spartanburgwater.org. We do not knowingly collect Personal Information from children below the Minimum Age. If we become aware that a child under the Minimum Age has provided us with Personal Information, we will take steps to promptly remove such Personal Information and terminate the account associated with the child.