



City of Kitchener Tax and Utility e-Billing Service:

Agreement to Terms of Use

These Terms and Conditions of Use ("Terms of Use") apply to the Corporation of The City of Kitchener ("City") web portal located at www.kitchener.ca/e-Billing (the "Site").

BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

THESE TERMS OF USE AFFECT YOUR LEGAL RIGHTS AND RESPONSIBILITIES AND CREATE A LEGALLY BINDING CONTRACT BETWEEN YOU AND THE CITY.

The City reserves the right, in its sole discretion, to change these Terms of Use at any time. It is your responsibility to check these Terms of Use regularly for changes, and you agree to do so. Your continued use of the Site following the posting of changes (or the amended Terms of Use incorporating those changes) will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, the City grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited licence to enter and use the Site.

You may use the Site only for your own use as an end-user. You may not sell, lease or otherwise transfer use of or access to the Site to anyone else.

If you are using the Site on behalf of a business or corporation, the business or the corporation accepts these Terms of Use and you:

- I. acknowledge that you have the authority to bind the business or corporation; and
- II. agree to these Terms of Use on behalf of the business or corporation.

You consent to receiving certain communications from us as described in these Terms of Use. You consent to receive those communications from us electronically to your email address using the contact information you have provided to us. We may also communicate with you by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically by any method described above, or any combination of those methods, satisfy any requirement to communicate with you under these Terms of Use and any legal requirement that such communications be in writing. You acknowledge that the foregoing complies with section 343(6) of the *Municipal Act, 2001* and that You are hereby directing the City to send Your property tax bill to Your email address. You also agree that you will keep your contact information up to date and notify us immediately if your contact information changes. To update your contact information, you must sign in to your account on the Site and follow the appropriate steps. If for any reason an email is undeliverable to the email account you have designated your access to the site will be suspended and paper billing and

notices mailed to your physical address will resume. You will be able to reactivate your account by phoning the City of Kitchener Corporate Contact Centre on 519-741-2345 (TTY: 1-866-969-9994).

You acknowledge and agree that any restriction on your use of the Site also applies to any system, network, server or other equipment connected to the Site.

You will comply with the laws of Canada any with any applicable Canadian provincial laws. You will not do or attempt to do the following:

- I. conduct any illegal or improper activities;
- II. harass any other party or other parties;
- III. disrupt, undermine, corrupt, threaten or bring into disrepute the Site.

When you provide personal information or other information to us it will be true and accurate. Without limiting that requirement, you will not pretend to be or represent someone else, or otherwise impersonate any other individual or entity.

You will not use any "page-scrape" or automatic device, program, or any equivalent or similar manual process, to

- I. access, acquire, copy or monitor any portion of the Site or any content;
- II. reproduce or circumvent the navigational structure or presentation of the Site;
- III. obtain or attempt to obtain any content or other data or information through any means that we have not purposely and expressly made available for that purpose on the Site.

You will not attempt to gain unauthorized access to any portion or feature of the Site by hacking, password "mining" or any other illegitimate means.

You will not:

- I. probe, scan or test the vulnerability of the Site;
- II. breach or bypass the security or authentication measures on the Site;
- III. reverse look-up or trace any information on any party to its source;
- IV. exploit the Site or any service or information made available or offered by or through the Site to reveal any information not expressly provided on the Site, including personal identification of other individuals or information regarding other commercial customers.

You will not upload a program or application, or take any other action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site.

You authorize us to accept, without any further verification, and you agree to be responsible for, all activities with respect to your account when conducted using your username and password and/or other authentication information. The use of your username, password and/or other authentication information by you, or by any person with or without your knowledge or consent, is legally binding and makes you responsible to the same extent and effect as if you had given signed, written authorization to us. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including any authentication information.

You agree to notify the City immediately of any unauthorized use of your account or any other breach of security of which you become aware. The City may suspend your account for security or administrative

reasons, but you will be responsible for all activity connected to your account before that revocation takes effect.

You will not use anyone else's account at any time except as expressly permitted by applicable Canadian law, for example under a power of attorney for property or in your capacity of administrator for the account holder's estate.

We have taken considerable care to prepare and maintain the Site and the content. HOWEVER, WE ARE PROVIDING THE SITE AND CONTENTS STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS.

Your use of the Site is at your sole risk. Except as may be expressly provided for in these Terms of Use, your sole remedy against the City with respect to your use of the Site is to stop using the Site. To the fullest extent permissible pursuant to applicable Canadian law, with respect to the Site and content, the City disclaims all warranties, expressed or implied, including implied warranties of accuracy, merchantability and fitness for a particular purpose. Without limiting the generality of the foregoing, The City will not be liable for any damages caused to computer systems, software or electronic files by computer viruses, "worms", "trojan horses" or other items or forces of an intrusive, disruptive or destructive nature.

The City reserves the right to do any of the following, at any time, without notice:

- I. to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason;
- II. to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and
- III. to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

WITHOUT LIMITING ANY OF THE FOREGOING, AND NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS OF USE, OR ANY OTHER COMMUNICATION OR DOCUMENT, THE CITY WILL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER, EVEN IF THE CITY IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SITE, ANY CONTENT, COMMUNICATIONS TO AND FROM THE CITY, OR ANY SOFTWARE, INFORMATION OR DOCUMENTS CONTAINED IN OR ACCESSED VIA THE SITE, INCLUDING ANY LOSS OF USE, LOST DATA, LOST BUSINESS PROFITS, BUSINESS INTERRUPTION, PROPERTY DAMAGE, PERSONAL INJURY OR ANY OTHER LOSS, WHETHER THE ACTION IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE) OR OTHERWISE.

SUCH LIMITATION OF LIABILITY APPLIES WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SITE, INABILITY TO USE THE SITE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES)

THIS LIMITATION OF LIABILITY SHALL ALSO APPLY WITH RESPECT TO UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA.

THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW

Without limiting the foregoing, the City will not be liable for any:

- I. delay or failure in performance resulting directly or indirectly from acts of nature, forces or causes beyond their reasonable control, including internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of Third Parties, or loss of or fluctuations in heat, light, or air conditioning;
- II. delay, damage, loss or inconvenience to you or any other person that may incur in the event of unauthorized access to your account or your personal information as a result of your failing to keep your account information secure and confidential.

To the maximum extent permitted by applicable law, you will defend, indemnify and hold harmless the City from and against all claims, demands, losses, fines, expenses (including all legal fees and costs) or any other type of liability (collectively, "Claims") arising out of:

- I. your breach of these Terms of Use, or
- II. your use of the Site.

In our sole discretion and without prior notice, we may terminate your access to the Site and/or block your future access to the Site if we determine that you have breached these Terms of Use or other agreements or guidelines which may be associated with your use of the Site.

We may also, in our sole discretion and without prior notice, terminate your access to the Site in any other circumstances where we determine this to be appropriate and/or necessary, including:

- I. requests by law enforcement or other government agencies;
- II. a request by you to cancel your account;
- III. discontinuance or material modification of the Site; or
- IV. unexpected technical issues or problems.

The City's Privacy Statement (<https://www.kitchener.ca/en/website-privacy-statement.aspx>) applies to the use of the Site. The Privacy Statement is incorporated into and forms part of these Terms of Use. You acknowledge and agree that Internet transmissions are never completely private or secure. You understand that despite any security measures that the City may have in place, it is possible that unauthorized parties might intercept any message or information you send or receive within, to or from the Site.

These Terms of Use and all disputes or other matters arising out of your use of the Site will be governed by the laws of the Province of Ontario and the applicable laws of Canada, without regard to conflict of law principles and will be dealt with solely by a court of competent jurisdiction in Ontario, Canada.