



TERMS AND CONDITIONS FOR USE OF THE NY-ALERT SYSTEM TO IMPLEMENT THE SEWAGE POLLUTION RIGHT TO KNOW ACT

The NY-ALERT sewage discharge alert application shall only be used by authorized users for purposes of compliance with the provisions of the Sewage Pollution Right to Know Act, ECL §17-0826-a, and its implementing regulations in Part 750 of Title 6 of the New York Codes, Rules and Regulations which deal with reporting and notification requirements applicable to owners and operators of publicly owned treatment works and publicly owned sewer systems regarding untreated and partially treated sewage discharges. Any other unauthorized use of the NY-ALERT System is prohibited.

1. Access to NY-ALERT Network Connection. The State of New York is not responsible for establishing and maintaining your equipment, software, facilities, and connection to the NY-ALERT Network. This is the responsibility of the entities that are required to comply with the provisions of the Sewage Pollution Right to Know Act and its implementing regulations.

2. Privacy. Messages can be analyzed over the NY-ALERT Network in an unencrypted format. To the extent permitted by law, NY-ALERT may intercept and disclose any messages transmitted over the NY-ALERT Network to the extent reasonably necessary to protect NY-ALERT's rights or property, including without limitation, to protect the operation of the NY-ALERT Network, or to comply with any legal, regulatory or governmental inquiries or requirements.

3. Proper Use. You shall not use NY-ALERT for any political, financial or personal gain, advertisement or advocacy. You shall adhere to the professional ethics standards promulgated by the State of New York when using NY-ALERT.

4. Inappropriate Content. You shall not use the NY-ALERT Network to transmit "Inappropriate Content", which means any content that (i) is unsolicited, including without limitation, "junk mail," "bulk e-mail content," spam or other unsolicited advertising material; (ii) causes the introduction of "viruses," "worms," "Trojan horses," "e-mail bombs," "chain letters" or other similar destructive computer programming practices into any computer network or Subscriber receiving devices; (iv) is obscene, offensive, threatening, defamatory, discriminatory, misleading or inaccurate; or (v) infringes the intellectual property of any person or entity.

5. Security Measures. You shall, at your own expense, take reasonable security measures to (i) protect the NY-ALERT Extranet and NY-ALERT Network from unauthorized access, copying or use; and (ii) prevent third party access to your password(s). Any passwords that are issued to you are subject to cancellation by the NY-ALERT Administrator at any time. You must immediately inform the New York State Department of Environmental Conservation (DEC) if you become aware of any possible or actual unauthorized use or misuse of the NY-ALERT system.

6. Data. All data provided remains under the ownership of DEC, which has the right to remove, add, delete, and view the data stored on the NY-ALERT databases.

7. Authorized Users. You are responsible for the proper use of the NY-ALERT System and the accuracy of the content of all messages transmitted. Only Authorized Users may create and transmit messages and/or alerts via the NY-ALERT System. Authorized Users may transmit messages to populations or targeted audiences, approved notification groups or agreed upon jurisdictions only. You are responsible for the security and access management of the system within your facility/entity and/or via your access password(s). A person appointed to a position previously held by an Authorized User must reapply for authorization via DEC. Authorization is not provided Ex Officio. You must immediately notify DEC if you are no longer authorized to report untreated and partially treated sewage discharges.

8. Suspension of Services. The NY-ALERT Administrator may suspend, in whole or in part, with or without notice, your privileges if (i) you use the Service in contravention of any of these terms and conditions; (ii) such action is necessary to address emergency network repairs or threats or actual breach of network security; (iii) upon termination of a Network Carrier, Service Provider, third party subcontractor, vendor, or interconnected carrier relationship for use by NY-ALERT or the discontinuance of support equipment or a component of service necessary for NY-ALERT to provide the Services; (iv) upon any legal, regulatory, governmental or Network Carrier or Service Provider prohibition or limitation affecting the Services; or (v) the NY-ALERT Administrator, in the Administrator's sole discretion, deems it appropriate to suspend your privileges.

9. Warranty – Legal and Regulatory Compliance. You warrant and undertake that you will (i) use the Services for lawful purposes and comply with all legal, regulatory and/or governmental requirements relating to the Content, Projects, Messages or Services; (ii) provide promptly any information relating to the Content, Projects, Messages or Services reasonably requested by the New York State Division of Homeland Security and Emergency Services (DHSES) or requested by any legal, regulatory, governmental, or statutory authority; and (iii) immediately comply with requirements as may be issued from time to time by any legal, regulatory, governmental

or statutory authority in relation to the Content, Projects, Messages or Services and will fully cooperate with DEC's, DHSES's, or the New York State Office of Information Technology Services' request for assistance in conforming the Services and Projects to any new requirements.

10. **Disclaimer.** Except as otherwise stated in these terms and conditions, the State of New York makes no warranties or representations regarding the NY-ALERT Network or the Services provided. You acknowledge that the Services will not be error-free, uninterrupted or free from unauthorized access. No representation is made that all messages will be delivered. Except as stated in these terms and conditions, the Services are provided on an "as is" and "as available" basis.

11. **Modification.** You understand and agree that DEC reserves the right to revise, amend, modify or terminate these terms and conditions at any time. You will be notified of any such changes in writing or by a posting to DEC's website.

12. **Penalties.** Any improper or illegal use of the application or the NY-ALERT System may subject you to civil and criminal penalties as prescribed by law.

13. **Acceptance.** By using your password to access to the NY-ALERT sewage discharge alert application, you acknowledge that you have read and understand all of these terms and conditions and that you agree to adhere to them.

14. **Binding Effect.** These terms and conditions shall remain in full force and effect during your present and future use of the above application and the NY-ALERT System, except to the extent that these terms and conditions are revised, amended, modified or terminated as set forth in paragraph 11 above.