

Terms of Use for Clark County Water Reclamation District PIPES Portal

Welcome to the online PIPES Portal for point of connection inquiries, digital plan reviews and inspection requests for the Clark County Water Reclamation District ("CCWRD"). The PIPES Portal is provided for the convenience of those seeking or working on behalf of someone that seeks sewer service from the CCWRD. This Portal is offered to an authorized user ("User") conditioned on User's acceptance of these terms and conditions, without modification. By accessing and/or using this Portal, and any related data/services (collectively, "Portal"), User agrees to be bound by the following terms and conditions of use ("Terms"), without modification.

1. Access to, and use of, the Portal is limited to a User that has been authorized to use and access the Portal by an Administrator registered as such with the CCWRD. To register an Administrator, the Administrator's employer ("Employer") must submit to the CCWRD a properly executed letter of Access Authorization Request. User may only access the Portal with a username and password issued to the Administrator by CCWRD. By registering an Administrator, the Employer and Administrator agree (a) to be bound by these Terms to the same extent as a User, and (b) to be jointly and severally liable with the User granted access to the Portal by Employer's Administrator as to User's access to, and use of the Portal.
2. CCWRD is not responsible for any issues created by a malfunction of the Portal. User assumes all risk in using the Portal. CCWRD provides the Portal "as is," "as available" and "with all faults," and to the maximum extent permitted by applicable law, CCWRD disclaims any and all warranties or conditions (express, statutory and implied), including without limitation, warranties or conditions of merchantability, fitness for a particular purpose, workmanship, workmanlike effort, accuracy, title, quiet enjoyment, no encumbrances, no liens, non-infringement, uninterrupted or error-free use, and those arising through course of dealing or usage of trade.
3. The User's use of the Portal is monitored, recorded, and subject to audit in order to protect the Portal from unauthorized use and to ensure it functions properly. By accessing and/or using the Portal, the User acknowledges and consents to such monitoring, recording, and auditing.
4. User agrees to take reasonable measures to maintain the security of the Portal and to protect from disclosure/dissemination the information contained therein, including but not limited to adherence to the following:
 - a. User shall reasonably secure login information, and shall not give access to the Portal to, or share login information with, any other party/individual.
 - b. Information contained within the Portal, including but not limited to, point of connection inquiries, digital plan submittals and status, and inspection requests and status are to be used only by Users and Employer and may not be otherwise shared or disseminated.
 - c. User agrees not to use the Portal, or any information contained or accessed therein, in any way that is (a) unlawful, (b) harmful to CCWRD, its service providers, suppliers or any other User, or (c) in any way a breach of any other policy or Service Rules of CCWRD. Should CCWRD fail to act with respect to a breach of these Terms by the User or others, CCWRD does not waive its right to act with respect to subsequent or similar breaches.
 - d. The User agrees not to reproduce, modify, distribute, decompile, disassemble or reverse engineer any portion of the Portal.

- e. Administrator is responsible for appropriately managing the Portal-access of Employer's Users in an effort to maintain the security of the Portal.

Notwithstanding the above, User acknowledges that CCWRD is subject to public records laws, including but not limited to, NRS Chapter 239.

5. The Portal is the property of CCWRD and is subject to the intellectual property rights of CCWRD and to the laws of the State of Nevada, including but not limited to, public records laws. The User agrees not to remove, copy, distribute, or modify any material protected by copyright or other intellectual property, or any notices thereof, that appear within the Portal.
6. User acknowledges and agrees that nothing contained herein shall be deemed to waive or alter the immunities and liability limitations afforded CCWRD under Nevada law, including but not limited to, NRS Chapter 41. Additionally, in no event will CCWRD or its suppliers, vendors, employees, officers, executives, managers, or trustees (the "CCWRD Parties") be liable for any damages, including without limitation any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from these Terms or User's access to, or use of, the Portal, even if the CCWRD Parties have been advised of the possibility of such damages. The exclusion of damages under this paragraph is independent of the User's exclusive remedy and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from breach of contract, breach of warranty, negligence, or any other cause of action, to the fullest extent such exclusion and limitations are not prohibited by applicable law. If User does not agree to all of these Terms, without modification, or if User has any dispute or claim against CCWRD in any way related to using/accessing the Portal, User's sole and exclusive remedy is to discontinue using/accessing the Portal.
7. CCWRD reserves the right to change the Terms at any time and for any reason. User will be deemed to have accepted and agreed to any change to these Terms by User's continued use/access of the Portal after the effective date of any such changes. CCWRD may restrict, suspend or discontinue the Portal or the access thereto for any and all User(s) at any time without notice for any reason. CCWRD may assign this Agreement, in whole or in part, at any time with or without notice to the User. The User may not assign these Terms, or assign, transfer or sublicense User's rights, if any, to use/access the Portal.
8. These Terms are governed by and construed in accordance with the laws of Nevada, without giving effect to its conflict of laws principles. The User agrees to submit to exclusive jurisdiction and venue in the state and federal courts sitting in Clark County, Nevada for any and all disputes, claims and actions in any way arising from or connected with the Portal and/or these Terms. In any such proceedings, User hereby knowingly and willingly waives and surrenders their right to trial by jury and agrees that any litigation shall be tried by a judge sitting alone as the trier of both fact and law, in a bench trial, without a jury.
9. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such terms or provisions will be deemed modified to the extent necessary in the court's opinion to render such terms or provisions enforceable, preserving to the fullest permissible extent the intent and agreements of the parties herein, and the remaining provisions shall continue in full force and effect.
10. Except as expressly stated herein, these Terms constitute the entire agreement between CCWRD and the User with respect to the Portal and supersede all prior or contemporaneous communications of any kind between CCWRD and the User with respect to the Portal.