

Terms and Conditions

By logging on to this Portal, the user accepts and agrees to abide by the following Terms & Conditions:

Definitions

For purposes of these Terms and Conditions,

1. "Compact" means the Delaware River Basin Compact, Pub. L.87-328, 75 Stat. 588 (1961), 53 Del. Laws Chapter 71 (1961), N.J. Laws of 1961, Chapter 13 (1961), N.Y. Laws of 1961, Chapter 148 (1961), Pa. Acts of 1961, Act No. 268 (1961).
2. "Project Sponsor" means a legal entity which pursuant to the Compact has obtained a Docket or Permit or has submitted to the Delaware River Basin Commission ("Commission") either an application or pre-application information for such Docket or Permit; or which is subject to charges, including for surface water withdrawals; or which is otherwise subject to the jurisdiction of the Commission under the Compact.
3. "Commission rules and regulations" means those rules and regulations adopted by the Commission pursuant to the Compact. *See* 18 CFR 400 *et seq.*
4. "Electronic Submittal" means any and all applications, reports, data, or other information submitted to the Commission through this Portal.

General

1. The Project Sponsor and its authorized representative acknowledge that this Portal is for the exclusive use of Project Sponsors and their authorized representatives.
2. The Project Sponsor and its authorized representative acknowledge that they may use this Portal and the information contained herein solely for lawful purposes.
3. The Project Sponsor and its authorized representative acknowledge that the Electronic Submittals made by means of this Portal are the functional and legal equivalents of hard copies submitted by other means and that submission of materials by means of the

Portal is legally and functionally equivalent to hard copy submittal. The Project Sponsor acknowledges that all Commission rules and regulations applicable to submissions made in hard copy apply equally to Electronic Submittals.

4. The Commission does not make any claims or warrants as to the availability of the Portal. The Project Sponsor and its authorized representative acknowledge that in addition to routine server maintenance there may be periods when the Portal, through no fault of the Commission or the Project Sponsor, is not available.
5. The Project Sponsor and its authorized representative acknowledge that in accordance with Article 8 of the Commission's Rules of Practice and Procedure ("Article 8"), all information submitted to the Commission through the Portal constitutes public information subject to disclosure, except in accordance with the provisions of Article 8 for the protection of confidential material.

Payment Disputes and Reversals

1. The Project Sponsor through its authorized representative must notify the Commission immediately upon discovery that an unauthorized, erroneous or otherwise improper transaction has taken place under the Project Sponsor's account.
2. The Project Sponsor is responsible for and agrees to reimburse the Commission for all reversals, charge-backs, claims, fees, fines, penalties and other liability incurred by the Commission (including costs and related expenses) as a result of payments authorized by the Project Sponsor.
3. The Project Sponsor is solely responsible for payment of any fees or charges imposed by the Commission in accordance with the Compact or Commission rules and regulations. The Commission incurs no liability in a dispute between the Project Sponsor and a third party over any payment due or made to the Commission.