

MERCURY EV SMART CHARGE TRIAL TERMS AND CONDITIONS.



Effective date 10 January 2024

Mercury EV Smart Charge Trial Terms and Conditions ("**Trial Offer Terms**")

Apply to join our upcoming trial and help shape the future of electric vehicle (**EV**) charging with Mercury. Lots of words, we know! But here's everything you need to know about the Trial. Grab a cup of tea and have a read!

1. INTRODUCTION

1.1 The Trial will commence on 15 February 2024 and run for 4 months, ending 30 June 2024 (**Trial Period**).

2. PRECEDENCE OF TERMS

2.1 These Trial Offer Terms are in addition to the following terms which also apply:

- (a) **Mercury's General Residential Terms;**
- (b) **Mercury Electricity and Piped Gas Terms;**
- (c) **Mercury's Privacy Policy;**
- (d) the Kaluza End User Licence Agreement (EULA); and
- (e) Mercury's EV Smart Charge Trial Privacy Notice.

To the extent of any inconsistency, these Trial Offer Terms will take precedence and apply. Please see our website mercury.co.nz for full details.

3. ELIGIBILITY

3.1 We will only enter into these terms and conditions with you if you meet the following eligibility criteria. Trial participants will be selected at our sole discretion from all eligible registrations of interest.

3..2 This Trial is available for up to 100 Mercury customers who:

apply to register their interest prior to 18 December 2023;

- (a) are Mercury residential electricity customers between 15 February 2024 to 30 June 2024 ("the Trial Period");
- (b) own or lease a plug-in electric vehicle;
- (c) charge their electric vehicle at the residential address where Mercury electricity services are supplied ("the Property");
- (d) provide us with access to the online account associated to a charger or car that allows us to enable smart charging;
- (e) have a smart meter at their premises;
- (f) have a stable internet connection at their property;
- (g) remain at the same property and not be away for more than 2 weeks at a time during the Trial Period;
- (h) own or have day-to-day access to a smart phone that runs on iOS 11 (or later) or Android 5.0 (or later);
- (i) have an Apple or Google account and use it for your App account set up and sign in;
- (j) download and use the Mercury Charge App ("the App"); and
- (k) agree to provide feedback on their experience through up to 5 surveys and possibly an interview.

3.3 Unfortunately, individuals who have a Solar PV system at the Property are not eligible to participate in the Trial.

3.4 You must meet the eligibility criteria at all times during the trial to participate. If your eligibility changes during the Trial, we reserve the right to remove you from the trial.

4. HOW IT WORKS

4.1 To participate in the Trial, you agree to download, install and set up Mercury Charge (the App) on your smartphone. This will allow us to Smart Charge your EV by accessing, controlling, and optimising your EV charger according to:

- (a) your charging preferences (e.g. maximum charge level and ready by time); and
- (b) trial scenarios that represent a variety of wholesale market conditions.

Whilst the Trial's success is based on as much Smart Charging from participants as possible, the App does have an Urgent Charge functionality for your EV to charge immediately if you need it urgently. By using this functionality, your smart charging session will not count towards the requirements for the monthly EV Smart Charge Trial Credit.

5. YOUR OBLIGATIONS

5.1 You:

- (a) agree to comply with these Offer Terms;
- (b) agree to us monitoring, controlling and managing your EV charger during the Trial Period for the purpose of the Trial;
- (c) must maintain the EV charger and use reasonable endeavours to ensure it remains fully operational at all times during the Trial Period;
- (d) acknowledge that you will continue to be responsible for your EV and charging equipment;
- (e) must use the Mercury Charge App to set your charging preferences for the duration of the Trial;
- (f) remove any regular charging schedules/timers that may be already set up elsewhere (e.g. on your home charger) to ensure only Mercury Charge is used to set up your charging schedule for the duration of the Trial;
- (g) maintain a stable internet connection or resolve connection issues promptly;
- (h) must let us know if you or someone at your premises is medically dependent on power;
- (i) must ensure that no person is permitted to control your EV charger other than us or tamper with, or permit tampering with, or override our instructions to you in relation to your EV charger;
- (j) must pay all the energy charges used by your EV Charger associated with the Trial during the Trial Period;
- (k) notify us as soon as possible of any issues that arise with your charger or during EV smart charging;
- (l) notify us if your circumstances change in a way that mean you are no longer eligible; and
- (m) agree that communications about the Trial will be by email or SMS.

6. EV SMART CHARGE TRIAL MONTHLY CREDIT

6.1 In exchange for meeting your obligations during the Trial in accordance with these Offer Terms, we will provide you with a credit of \$50 for every complete calendar month of the Trial Period (March 2024 to June 2024) provided that you successfully complete at least 4 smart charging sessions in the month, and in respect of each of those charging session, you meet the following minimum requirements:

Sessions will be counted when your EV is plugged in for at least 2 hours, with at least 5kWhs charged per session.

Exclusions:

Sessions will not be counted as a smart charging session where:

- (a) there is an equipment failure;
- (b) there is a communication failure preventing us from accessing and controlling your EV charger during the session;
- (c) another form of charging management is used (e.g. a charge timer);
- (d) when you use the override feature; or
- (e) you elect to leave the Trial before the end of the Trial period.

6.2 Credits will be applied on the first or second bill following satisfaction of the requirements set out above.

6.3 We reserve the right to not apply credits if any of the Trial Offer Terms have been breached.

7. PRIVACY AND DATA

7.1 Our EV Smart Charge Trial Privacy Notice provides full information on Mercury will handle your personal information. In addition you agree that that where you own a Tesla electric vehicle (and intend to use that Tesla vehicle for the purpose of this trial) and use the Tesla mobile and web app, you will provide us with your customer log-in details for that app so that we can optimise your EV charging schedule via your EV.

8. LEAVING THE TRIAL EARLY

8.1 We understand that your circumstances may change. If you need to leave the trial at any point, please email smartcharge@mercury.co.nz as soon as possible.

9. END OF TRIAL

9.1 At the end of the Trial Period, EV Smart Charge will no longer be available. You will need to uninstall the app and manage your EV charging.

10. CHANGES AND TERMINATION

10.1 We reserve the right to:

- (a) vary the Trial commencement date, in which case, we will provide you with as much notice as possible;
- (b) vary these Offers terms and conditions at any time during the Trial. We will provide you with reasonable notice of such changes.

10.2 We may extend the duration of the Trial at any time. Should we elect to do so, we will notify you of this in advance, and obtain your consent prior to extending your participation.

10.3 We may end your participation in the Trial if:

- (a) You breach any of these terms and conditions;
- (b) We decide to end the Trial early, in which case we will provide you with 30 days' notice.

11. LIABILITY

11.1 We accept liability to you only to the extent that we cause loss or damage or breach these terms and conditions. However, to the extent permitted by law, neither we nor our associated third parties or representatives will be liable to you for any:

- (a) loss arising for not receiving the benefit of "off peak" time (9pm – 7am) EV Discounts should any smart charging occur outside "off peak" hours;
- (b) loss or damage in connection with or arising out of these terms and conditions other than as described above;
- (c) loss of profit, revenue or anticipated savings, or any special, incidental or punitive damages; or
- (d) loss or damage to the extent it results from your failure to take reasonable steps to avoid or minimise your loss or damage.

11.2 Our total maximum liability to you under these terms and conditions will be limited to \$10,000 for any single event or series of related events.

12. MORE INFORMATION

If you would like to know more about this Trial, please contact smartcharge@mercury.co.nz.

MERCURY EV SMART CHARGE TRIAL PRIVACY NOTICE.



This Privacy Notice applies in relation to the information collected, used, and disclosed in connection with your participation in the Mercury EV Smart Charge Trial, including your use of the App, and is intended to be read in conjunction with our Privacy Policy, and the App End User License Agreement.

We will collect, use, hold and disclose information and data from your EV charger in connection with the Trial. In order for you to participate in the Trial, you agree that we may disclose this information to our agents, contractors and other third parties (such as Kaluza and other software providers) in connection with the Trial.

1. COLLECTION

1.1 In addition to the types of information collected under our Privacy Policy, the following information will also be collected:

Hardware Information

- (a) Your Connected Energy Device's location (GPS)
- (b) The make, model and registration of your vehicle
- (c) Your vehicle identification number
- (d) The login credentials for your Connected Energy Device
- (e) Various installation metadata such as house fuse rating, technical metadata/parameters of the connected energy device (power rating, etc)
- (f) Real-time power and energy readings from the Connected Energy Device and the house (in some cases)
- (g) Real-time status of the Connected Energy Device (e.g. plugged in/out/charging/boosting/etc)

The App may also use your preference settings from your Device to provide you with push notifications. You may opt out of receiving push notifications by turning them off in your Device's settings.

Feedback and Insights Information

- (a) Feedback and survey responses you have provided to us about yourself and the context in which you use our products and/or services (for example, your electric vehicle or your house) in the context of the Trial. This may include photos, videos and audio recordings.
- (b) Partly anonymised analytical information about how you use the App.
- (c) Information relating to accounts you hold with third parties which allows us to link the Connected Energy Device you use to access our Services with your Connected Energy Device or energy retailer accounts, such as account identifiers or references

2. PURPOSE AND USE

2.1 In addition to the purposes set out in our Privacy Policy, information is also collected for the following purposes:

- (a) Providing you with smart charging services, via the App.
- (b) Providing customer support services, including via the App.
- (c) Generating analysis and insights relating to your use of our Services enabling the improvement of Services, including data relating to your usage of specific features of the Services, such as smart charging of your electric vehicle.
- (d) Developing Services, such as smart charging of your electric vehicle via the App.
- (e) Developing products and Services, including on the basis of user research.
- (f) Securing information and authenticating access, including in relation to the collection and processing of Device Data and Log Data.

2.2 Automated Decision Making

Your electric vehicle usage habits will be monitored, including how much you charge, how fast you charge, when and where you charge. This data is used to automatically plan and apply charging schedules to your electric vehicle when you are plugged in at your home charger.