

MERCURY APP TERMS AND CONDITIONS.



Effective date 19 June 2023

It's wonderful that you've decided to use the Mercury app. Please read these Terms and Conditions, as by using our app, you agree to be bound by them.

1. ACCESSING A MERCURY APP ACCOUNT

To log in to our app, install the app on your mobile device from the App Store or Google Play, and use your existing My Account login details. If you do not have a My Account login, you will need to create one. [My Account Terms](#) apply.

Accessing an account on our app is free. Mobile data usage charges may apply when accessing our app from a mobile device.

2. WHAT DOES THE MERCURY APP DO?

Our app allows you to manage certain aspects of your account with us - including paying your bill, customer meter readings, ordering LPG refills, broadband top-ups, mobile add-ons and updating your details.

There are also some great tools available to help you track and manage your energy usage with us. [Usage Tools Terms](#) apply.

From time to time, we may run promotions through our app. You'll be able to find all of the important information about the promotion including any terms and conditions for that promotion in the app.

3. PASSWORDS AND SECURITY

You are responsible for keeping your My Account login details (which are used to log into the app) secure, and any information that you provide to us correct, complete and up-to-date.

Only individuals you have authorised may use your login details to access your account on our app. You must not allow any other person to use your login details.

If you suspect that your login details have become known to an unauthorised person, you must notify us immediately.

4. PRIVACY AND EMAIL COMMUNICATION

By providing us with your email address, you agree that we may send you service based emails regarding our app and your Mercury account more generally.

If you've given us permission, we may send you emails regarding news and offers from time to time. You can change your communication preferences or unsubscribe in the app or My Account at any time.

5. CHANGES TO THE MERCURY APP AND THESE TERMS AND CONDITIONS

We may vary, suspend, modify or terminate these Terms, or the app, or cancel the app in its entirety at any time. Any changes will be made in accordance with the Change and Notice provisions in our General Terms and Conditions. Where notification is required, we will notify you by posting on the Mercury website, within the app or via email.

If these Terms change, you agree to be bound by any changes by continuing to use our app. We recommend you review these Terms from time to time. If you do not wish to be bound by these Terms, you must deactivate access to the app by logging out and deleting it.

6. GENERAL

We cannot guarantee that our app will always be available, or that it can always be used for a particular purpose. If the app becomes unavailable, we will endeavour to restore the service as soon as possible.

We have taken care to ensure that the information provided in our app is as accurate and reliable as possible, but mistakes may occur. To the extent permitted by law, Mercury is not liable for any inaccuracy in the information contained.

We will not be liable for any damage, loss or expenses, or indirect losses or consequential damages of any kind, suffered or incurred by you in connection with your use of the app.

You are responsible for any costs associated with using the app on your mobile device, including any data charges and purchases made (for example, upgrading a plan, or purchasing LPG bottles).

We may suspend or withdraw your access to the app at any time without notice if you breach any of these Terms, you have acted fraudulently, or we consider we have other reasonable grounds to do so.

We make no representation about your potential tax liability as a result of your participation and use of our app. You are solely responsible for any tax liability incurred or tax that is required to be paid pursuant to any law in connection with your Mercury app use.

All right, title, and interest in all intellectual property in all concepts, systems, written, graphic and other material relating to the Mercury app and its contents is owned by, and shall at all times remain the exclusive property of, Mercury, its licensors and the providers of any other products and services accessible through the Mercury app, and is protected by New Zealand and international law.

We do not make any representations or warranties (whether express or implied) about any third party websites, applications, products and services. You maintain full responsibility for your dealings with third parties and your use of any benefit or service provided by third parties.

If there is any inconsistency between these Terms and any other terms, these Terms will prevail, but only to the extent required to resolve that inconsistency.

Mercury's **General Terms** apply.

These Terms shall be governed by and construed in accordance with the laws of New Zealand and, in the event of any legal action in connection with these Terms, you submit to the non-exclusive jurisdiction of the courts of New Zealand.