

MY ACCOUNT TERMS AND CONDITIONS.



Effective date 19 June 2023

It's wonderful that you've decided to use Mercury's online self-service platform 'My Account'. Please read these Terms and Conditions, as by using My Account, you agree to be bound by them.

1. ACCESSING MY ACCOUNT

You may register for My Account to access and manage certain information regarding your account electronically through our website (www.mercury.co.nz).

Registering for and accessing My Account is free. Mobile data usage charges may apply when accessing My Account from a mobile device.

2. WHAT DOES MY ACCOUNT DO?

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

There are also lots of wonderful 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 My Account. You'll be able to find all of the important information about the promotion including any terms and conditions for that promotion in My Account.

You can also use your My Account login details to log in to our app. [App Terms](#) apply.

3. PASSWORDS AND SECURITY

You are responsible for keeping your My Account login details secure and any information that you provide to us correct, complete and up-to-date. You must select a password for your use when using My Account. You must keep your login details confidential, and must not:

- > choose a password that is easily able to be guessed or identified as relating to you;
- > share your login details with any other person, unless they are authorised and have your permission to access your My Account;
- > keep any record of your password in a form that can be readily identifiable; or
- > store your login details anywhere in written or electronic form or in any automated log or process (e.g. by turning on the "auto-complete" function on an internet browser).

You will be responsible for all use of 'My Account' associated with your account and 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 COMMUNICATIONS

By providing us with your email address, you agree that we may send you service based emails regarding My Account 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 My Account or the app at any time.

5. CHANGES TO MY ACCOUNT AND THESE TERMS AND CONDITIONS

We may vary, suspend, modify these Terms, or My Account, or cancel the My Account service 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 My Account or via email.

If these Terms change, you agree to be bound by any changes by continuing to use My Account. We recommend you review these Terms from time to time. If you do not wish to be bound by these Terms, you must deactivate your My Account login (by contacting us to request this) and cease to use it.

6. GENERAL

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

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 'My Account'.

You are responsible for any costs incurred with using My Account – for example upgrading a plan or purchasing LPG bottles.

We may suspend or withdraw your access to My Account 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 use of My Account. 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 My Account use.

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 and Conditions are governed by New Zealand law.