

Contact Energy Mobile Application Terms of Use

Effective 7 August 2017

1. These terms and conditions apply to your use of any Contact Energy Limited ("Contact", "we", "us", "our") owned and operated mobile application ("Contact App"). Please take the time to read and understand these terms and conditions. By installing and using any Contact App, you confirm that you agree to these Mobile Application Terms of Use ("Terms"). If you do not agree, do not download or use any Contact App.
2. You are responsible for all changes to your account or purchases made through any Contact App. This includes unauthorised changes or purchases made by someone else on your device. The physical security of your device is your responsibility and you are responsible for ensuring the security of the personal information held on your mobile or other device.

Access and availability

3. Access to and use of any Contact App is not guaranteed and may be restricted or blocked without prior notice for maintenance, operational, technical, or other reasons. Any Contact App may not be continuously available or error free. We may also restrict or block your access to and use of any Contact App at any time if we reasonably believe that you may have breached any provision in these Terms.
4. While we have been careful to ensure that content in any Contact Apps is correct, Contact gives no warranty (express or implied) as to the accuracy, completeness or non-infringement of any content on any Contact App.
5. Contact reserves the right to vary the information, change or remove functionality and issue new versions of any Contact App at any time without notice. If you do not update any Contact App with the latest version, some or all of that Contact App's functionality may not be available to you, and the security of your information may be compromised.
6. You must not use any Contact App or its contents in breach of any legislation, for any unlawful act, or to damage or disrupt any online service offered by Contact. If you use any Contact App in breach of these Terms, you agree to indemnify us for all direct and indirect damages, losses and costs of any kind incurred or suffered by us as a result of or in connection with your actions.
7. Contact won't charge you for downloading any Contact App, but your internet provider or mobile network provider may charge you for connection services when you download and/or use a Contact App. You agree that Contact is not responsible for any of those charges. You must comply with any applicable third party service providers' terms of use (for example, software providers and network service providers) when using any Contact App.

Limitation of liability

8. To the extent permissible by law, Contact excludes any and all liability for any loss or damage, direct or indirect, to you or your device including but not limited to a handheld or mobile device which arises out of the installation and/or use of any Contact App by you or anyone else where that loss is not attributable to Contact's negligence, or a breach of these terms and conditions by Contact.
9. In the event that you suffer loss as a result of Contact's negligence, or a breach of these terms and conditions by Contact, the maximum amount Contact will be liable for is \$10,000 for a single breach up to a maximum of \$50,000 in any 12 month period. In no circumstances will Contact be liable to you for any consequential or indirect loss or damage.
10. Contact will not be liable to you in the event that any loss or damage you suffer could have been avoided by you installing the latest version of any applicable Contact App.

Privacy

11. This section only applies if you are using a Contact App as an individual, and not if you are using it on behalf of a company.
12. You will need to confirm some personal information so that we can verify your identity. It is important that this personal information and any other information you give us is correct and that you tell us if there is any change to it. If you don't supply us with this information, you may not be able to use a Contact App.
13. By installing any Contact App, you confirm that you are the account holder or are authorised by the account holder to access the account details.
14. We will keep your personal information secure and it will be held by us in our database in accordance with the Privacy Act 1993, as set out in Contact's terms and conditions of supply for residential and business customers and/or as set out in Contact's terms and conditions for the sale and supply of Contact Rockgas LPG. We may use your personal information for the purposes outlined in those terms and conditions.
15. If you want to know what information is held about you, just contact us. It is freely available to you and you are also entitled to ask for any personal information we hold about you to be corrected.

Governing Law

16. The laws of New Zealand govern any Contact App and your use of any applicable Contact App. You and Contact consent to the exclusive jurisdiction of the courts of New Zealand in connection with any legal action that may arise in relation to your use of any Contact App or these Terms.

Copyright and trademarks

17. You may use any Contact App for the purposes of monitoring and administering your Contact account only and your use of any Contact App must not infringe the intellectual property rights of any person.
18. The content in any Contact App is the copyright of Contact and the names and logos appearing in any Contact App are trademarks of Contact. Contact retains all intellectual property rights in both its copyright and trademarks. You must not use, copy, monitor, modify, transmit, store, extract, publish or distribute any material on or accessed via this app without the prior written consent of Contact.

Security

19. When you make changes to your account, or update you details, Contact may require you to provide information to confirm your identity. When you submit information to Contact through any Contact App, you agree that we may act on your instruction on the basis of that information.
20. As security technology changes quickly, we evaluate our security systems and processes regularly to make sure that the information you send us via a Contact App is afforded a high level of protection. However, Contact does not represent or warrant that any Contact App will be secure or private, operate on a continuous fault-free basis, or be free from viruses or other harmful features.
21. If you use any Contact App, you are responsible for protecting any information used to access any Contact App (such as an email address or password), ensuring any Contact App is accessed from a secure device, and any unauthorised access to any Contact App.

Changes to the Mobile Application Terms of Use

22. Contact reserves the right to change these Terms at any time without notice. If you do not wish to accept changes to these Terms, you can uninstall any relevant Contact App. Please check these Terms periodically for changes. Your continued use of any Contact App following the posting of any changes to the Terms indicates your acceptance of any changes.

