

Terms and Conditions of use for the Contact Energy mobile app

These terms and conditions apply to your use of the Contact Energy Limited ("Contact") app for keeping up to date with your Contact account. Please take the time to read and understand these terms and conditions. By installing and using this mobile app, you agree to these terms and conditions.

You are responsible for all changes to your account made through this mobile app. This includes unauthorised changes made by someone else on your device. The physical security of your device is your responsibility.

Availability

While we have been careful to ensure that the content of this mobile app is accurate, Contact gives no warranty (express or implied) as to the accuracy, completeness or non-infringement of that content. This mobile app may not be continuously available or error free.

From time-to-time, Contact may upgrade this mobile app. If you do not install the upgrade, some or all of the mobile app's functionality may not be available to you, and the security of your information may be compromised.

Limitation of liability

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 this mobile 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. 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.

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 most up to date version of the mobile app.

Internet and mobile provider terms and charges

Contact won't charge you for downloading this mobile app, but your internet provider or mobile network provider may charge you for connection services when you download and/or use it. 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 this mobile app.

Privacy

This section only applies if you are using this mobile app as an individual, and not if you are using it on behalf of a company.

We understand that your privacy is important to you. 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 this app.

By installing this mobile app, you confirm that you are the account holder or are authorised by the account holder to access the account details.

We will keep your personal information secure and it will be held by us in our database in accordance with the Privacy Act 1993 and as set out in Contact's terms and conditions of supply for residential and business customers. We may use your personal information for the purposes outlined in those terms and conditions.

If you want to know what information is held about you, just contact us. It is freely available to you. You are also entitled to ask for any personal information we hold about you to be corrected.

Governing Law

The laws of New Zealand govern this mobile app and your use of it. Any rights you may have under the Consumer Guarantees Act 1993 are not affected by these terms and conditions.

Copyright and trademarks

The content of this mobile app is the copyright of Contact, and Contact retains all intellectual property rights in it. The names and logos appearing on this mobile app are the trademarks of Contact. 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.

Contact may restrict or block your access to and use of this mobile app at any time if we reasonably believe that you may have breached any provision in these terms and conditions.

You may use the material on this mobile app for the purposes of monitoring and updating of your Contact account only.

Changes to these terms and conditions

By installing this mobile app you agree that Contact can change the terms and conditions that apply to it at any time by issuing a mobile app update. If you do not wish to accept those changes, you can uninstall the app before the changes take effect.

Security

When you make changes to your account, or update your details, Contact requires you to provide your account number, name, and other information to verify your identity.

When you submit information to Contact through this mobile app, this information is sent to Contact's secure servers for processing.

Security technology changes very quickly so we evaluate our security systems and processes regularly to make sure that the information you send us via this mobile app is afforded the highest sufficient level of protection.