

MY ACCOUNT TERMS AND CONDITIONS.



Effective date 25 June 2025

Mercury customers using My Account to access their personal account online via the Mercury App or the Mercury website ("My Account"), agree to be bound by the following Terms and Conditions.

1. REGISTERING FOR MY ACCOUNT

- 1.1 When you join Mercury, you will receive a confirmation email with your account details and a link to activate your login.
- 1.2 You can also register at any time by creating a login at mercury.co.nz or downloading the Mercury App from the App Store or Google Play. You will need your account number and an email address to create your login.

2. ACCESSING MY ACCOUNT

- 2.1 You can log in to My Account via the Mercury website or the Mercury App. Your login details are the same across devices.

3. DOWNLOADING THE MERCURY APP

- 3.1 Search 'Mercury App' in either the App Store or Google Play.

4. SERVICE USAGE TRACKING

- 4.1 We have taken care to ensure that the information provided in our usage features 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.

5. PASSWORDS AND SECURITY

- 5.1 You are responsible for keeping your My Account login details secure and ensuring that any information you provide to us is correct, complete, and up to date.

You must choose a secure password and keep your login details confidential. You must not:

- (a) Choose a password that is easy to guess or personally identifiable.
- (b) Share your login details with anyone, unless they are authorised and have your permission to access your account.
- (c) Keep a record of your password in a form that can be easily identified.
- (d) Store your login details in written or electronic form, including using features like browser auto complete.

Only individuals you have authorised may use your login details to access your account. You are responsible for all activity carried out through your My Account using your login details. You can update your login email and/or password under your profile settings.

If you suspect that your login details have been compromised or accessed by an unauthorised person, you must notify us immediately.

6. CHANGES TO MY ACCOUNT AND THESE TERMS AND CONDITIONS

- 6.1 We may vary, suspend, modify these Terms or My Account, or cancel the My Account service at any time. Any changes will be made in accordance with our General Terms and Conditions. Where notification is required, we will notify you by posting on the Mercury website, within My Account (including via in-app notification), 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.

7. GENERAL

We can't 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'.

It's free to use My Account. However, mobile data usage charges may apply when accessing My Account from a mobile device not connected to Wi-Fi. You are responsible for any costs associated with service purchases made using My Account (for example, upgrading a plan, purchasing LPG bottles, or mobile data).

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 participation and use of the Mercury 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 use of the Mercury App.

All right, title, and interest in all intellectual property in all concepts, systems, written, graphic and other material relating to My Account 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 My Account, 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 and Conditions apply.

These Terms and Conditions are governed by New Zealand law.