

Flick App Terms and Conditions

February 2016

These terms and conditions govern the use of Apps provided by Flick Energy Limited ('Flick' or 'we'). The Flick App includes alert services allowing you to set and receive alerts in relation to certain New Zealand electricity price or emission occurrences together with service messages (together 'the Flick App').

You do not need to be a Flick electricity customer to use the Flick App. If you are a Flick electricity customer, then these terms and conditions apply in addition to Flick's customer [Terms and Conditions](#).

When these App terms and conditions apply

By registering for, and installing Flick's App you agree to be bound by these terms and conditions.

These terms and conditions apply for so long as you have registered and installed Flick's App. You can de-register and uninstall Flick's App at any time, in which case these terms and conditions will no longer apply.

Flick may, at any time, modify or withdraw some or all of the services under the Flick App.

App service availability

We will do our best (but we cannot guarantee) that Flick's App will be continuous, complete or error-free. Periodically Flick's App will need to be suspended to carry out maintenance. Flick obtains information from Transpower New Zealand Limited (Energy Market Services) but they are not involved in the provision of Flick's App. Occasionally there may be a delay in information from Energy Market Services in these instances there may be a delay in the provision of information in the Flick App.

From time to time, Flick may release new versions of Flick's App. You will need to install new versions as they become available. If you do not install new versions, then some or all of the functionality on Flick's App may not be available to you.

App charges

Flick will not charge you for installing or using Flick's App. Of course your mobile or internet service provider may charge you usage for installing and using Flick's App. You remain responsible for any of those charges and for complying with your mobile or internet provider's terms.

Security

To create a Flick App account you will need to provide a preferred name, email and password. Then to log into Flick's App, you will need to provide your email and password. At all times you are responsible for keeping your password secure. If you are a Flick electricity customer it is important that you keep information secure to prevent any unauthorised use, or access to, information regarding your electricity supply account.

Privacy Act 1993

To enable you to register for, and to use Flick's App, Flick needs to collect personal information including email addresses and passwords from you.

Flick will collect, use, hold, store and keep secure your personal information in accordance with the Privacy Act 1993. Flick's Privacy Policy is available [here](#).

IP and copyright

Flick owns or has obtained permission to use all intellectual property in connection with the provision of Flick's App.

You may use this intellectual property only in relation to your personal use of Flick's App.

All rights of ownership over or in respect of Flick's App shall remain solely with Flick. You shall not hold yourself out as having any rights over Flick's App.

Flick's App may only be used for personal use and for reference only and may not be reverse engineered, reproduced, distributed, adapted or incorporated into any other form without Flick's prior consent. Please contact us if you wish to access Flick APIs.

Limitation of liability

To the extent permitted by law Flick excludes all warranties and will not be liable to you for any direct or indirect costs, losses, damages, or other liability resulting from any use of Flick's App, including;

any inaccuracy, failure or delay in receiving alerts, or

for any damage to your mobile device as a result of the installation or use of Flick's App.

Changes to these terms and conditions

Flick may change these terms and conditions at any time. Flick will give you 30 days' notice of any changes via email or notifications. If you do not want to be bound by those changes to the App terms and conditions, you can deregister and uninstall Flick's App.

Governing Law

These terms and conditions and the provision of the Flick App are governed by and construed in accordance with New Zealand law. Any dispute arising out of, or in connection with, these terms and conditions will be determined under the exclusive jurisdiction of the courts of New Zealand.

Other parties involved with Flick's App

Flick obtains electricity generation mix information from Transpower New Zealand Limited (Energy Market Services) but they are not involved in the provision of Flick's App.

Flick's App is available in both the Apple iOS and Android.

Flick's App, and the use of the App are in no way sponsored, endorsed by, or affiliated with Apple or Google. Respective Apple and Google terms of use and policies apply.