

Mobile app terms and conditions

THIS AGREEMENT is dated the date on which you first use the App (as defined below).

PLEASE READ CAREFULLY BEFORE DOWNLOADING THE APP FROM THIS WEBSITE.

This licence agreement (**licence**) is a legal agreement between you (**you**) and PS Energy UK Limited of Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB registered in England and Wales with company number 09850654 (**Powershop, us or we**) for the Powershop mobile application software, the data supplied with and by the software, and the associated media such as images and video content (**App**); and

We licence use of the App to you on the basis of this licence and subject to any rules or policies applied by any appstore provider or operator from whose site, located at either <https://play.google.com> or <https://itunes.apple.com> as appropriate (either, **Appstore**), where you downloaded the App (**Appstore Rules**). We do not sell the App to you or licence anyone else to use the App. We remain the licensor of the App at all times.

Important notice:

- By downloading the App from this Appstore you agree to the terms of the licence which will bind you. The terms of the licence include, the privacy policy defined in condition 1.5 and limitations on liability in condition 7.
- If you do not agree to the terms of this licence, we will not license the App to you and you must stop the downloading process now. In this case the downloading process will terminate.
- As a consumer, you have the right to withdraw from your transaction without charge and without any reason before downloading the App.
- However, you will lose the right to cancel the transaction once you begin to download the App.
- This does not affect your consumer rights for an app that is defective.

You should print a copy of this licence for future reference.

AGREED TERMS

For the iPhone version of Powershop's mobile app

You acknowledge that these terms and conditions are between us and you, and not Apple Inc. You are given a non-transferable license to use Powershop's mobile app on your mobile device in accordance with these terms and conditions and the Apple Usage Rules in the Apple Store Terms of Service.

Subject to these terms and conditions, we are solely responsible for Powershop's mobile app, and Apple Inc. is not responsible for Powershop's mobile app in any way. To the maximum extent permitted by law, Apple Inc. has no warranty obligations whatsoever with respect to Powershop's mobile app. You agree that Powershop, and not Apple Inc., are responsible for the following things:

- Addressing any claims by you or a third party in relation to Powershop's mobile app, including but not limited to, product liability claims, warranty claims, claims that Powershop's mobile app fails to conform to legal or regulatory requirements or consumer protection claims;
- Investigating any claim that Powershop's mobile app breaches third party intellectual property rights, and for defending, settling or discharging such claim; and
- Maintenance and support services for Powershop's mobile app.

You warrant that you are not located in a country that is subject to a US Government embargo or is designated by the US Government as a 'terrorist supporting' country, and you are not listed on any US Government list of prohibited or restricted parties.

You agree that Apple Inc. and its subsidiaries are third party beneficiaries of these conditions of use and that Apple Inc. has the right to (and will be deemed to have accepted the right) to enforce these conditions of use against you as a third party beneficiary.

iPhone and the App Store are trademarks of Apple Inc., registered in the US and other countries.

For the Android version of Powershop's mobile app

You acknowledge that these terms and conditions are between us and you, and not Google Inc. You are given a non-transferable license to use Powershop's mobile app on your mobile device in accordance with these conditions of use and the terms of service and policies applicable to your use of GooglePlay.

You warrant that you are not located in a country that is subject to a US Government embargo or is designated by the US Government as a 'terrorist supporting' country, and you are not listed on any US Government list of prohibited or restricted parties.

1. Acknowledgements

- 1.1 The terms of this licence apply to the App or any of the products or services accessible through the App such as Friend Get Friend (**Services**), including any updates or supplements to the App. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this licence. Services may be provided by other companies within the npower group of companies.
- 1.2 We may change these terms at any time by sending you an email with details of the change or notifying you of a change when you next start the App.
- 1.3 From time to time updates to the App may be issued through the Appstore. Depending on the update, you may not be able to use the Services until you have downloaded the latest version of the App and accepted any new terms (if relevant).
- 1.4 You will be assumed to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you and described in condition 2.2 (Devices) and to download a copy of the App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this licence for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.
- 1.5 The terms of our privacy policy from time to time, available at <http://www.powershop.co.uk/privacy-policy.html> (Privacy Policy) are incorporated into this licence by reference and apply to the Services. Additionally, by using the App or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.6 The Services available through the App are subject to specific terms and conditions which are available to you at the time that you purchase the Service. You must read these - if there's any conflict between them and these terms, they will prevail. If you're a consumer, these terms won't affect any of your statutory rights which you have, including those relating to contracts formed online. Unless otherwise stated, prices quoted in the app are inclusive of tax and delivery charges, unless you change the app to display exclusive prices.
- 1.7 By using the App or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you. More detail is available from our privacy policy <http://www.powershop.co.uk/privacy-policy.html>.
- 1.8 We can only provide Services if they're available and we can't guarantee they will be.

1.9 Unless otherwise stated we can suspend, change, cease supplying or withdraw the prices and/or details of Services and/or offers shown on the App without notice, and without liability to you. The App, and the Services on it are intended for personal use only by people resident in specified areas of the United Kingdom. We don't accept orders from outside of this region.

1.10 You must keep your username, password, passcode or other identification information confidential. You're fully responsible for all actions on your account. You must notify us immediately if there is any unauthorised use. We're not liable for any loss or damage arising from your failure to keep this information confidential and we reserve the right to suspend or disable your use of the App in this case.

2. Grant and scope of licence

2.1 In consideration of you agreeing to abide by the terms of this licence, we grant you a non-transferable, non-exclusive licence to use the App on the Devices, subject to these terms, the Privacy Policy and the Appstore Rules, incorporated into this licence by reference. We reserve all other rights.

2.2 You may download a copy of the App onto any number of Devices and view, use and display the App on the Devices for your personal purposes only.

3. Licence restrictions

3.1 Except as expressly set out in this licence or as permitted by any local law, you agree:

- a) not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;
- c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:
 - i. is used only for the purpose of achieving inter-operability of the App with another software program;
 - ii. is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - iii. is not used to create any software that is substantially similar to the App;
- e) to include our copyright notice on all entire and partial copies you make of the App on any medium; and

- f) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us;
together **Licence Restrictions**.

4. Acceptable use restrictions

4.1 You must not:

- a) Copy, reproduce, publish, distribute, redistribute, modify, adapt, edit, abstract, create derivative works of, store, archive, publicly display, sell or in any way commercially exploit any part of the App.
- b) Use the App to provide services to any third party or make the App available to any third party or permit a third party to do so.
- c) Reverse engineer, decompile, or disassemble the App or any underlying software (or any part of it), or attempt to do any of those things.
- d) Use the App to perform any activity that is or may be, directly or indirectly, unlawful, harmful, offensive, threatening, abusive, harassing, tortuous, defamatory or fraudulent, or perform any activity that breaches the rights of any third party, including (without limitation) any activity that:
 - i. is likely to be in breach of, or does breach, any applicable privacy and/or data protection laws;
 - ii. infringes or misappropriates the intellectual property or proprietary rights of others, or assists others in infringing any such rights;
 - iii. involves is obscene, deceptive, abusive, an invasion of privacy, objectionable or otherwise inappropriate; and/or
 - iv. may be harmful to the App, or may jeopardise its security and/or integrity
- e) Take or attempt any action that may interfere with, or disrupt, the functioning of the App, including (without limitation):
 - i. engaging in any activity that interferes with, or adversely affects, other users' access to or use of the App;
 - ii. using or uploading any content or technology that may damage, interfere with, intercept, take unauthorised control of, or introduce any computer viruses, worms, spyware, backdoors, trojan horses, software bombs, malware or similar items into, the App; and
 - iii. avoiding or circumventing (or attempting to avoid or circumvent) any limitations or security placed on your access to or use of the App.
- f) Conduct any probing, vulnerability scanning or penetration testing of the App, or breach any security or authentication measures.
- g) Attempt to gain unauthorised access to any system, network or account belonging to any other person (commonly referred to as hacking), including (without limitation) port scanning, stealth scanning, investigating network configuration or other information gathering activity.

- h) Take any actions that would cause the App to become subject to any open source license agreement.
- i) Encourage or coerce any other person to breach any provisions of this licence.

5. Intellectual property rights

- 5.1 You acknowledge that any intellectual property rights (for example, copyright, database rights, know-how, patents (in each case whether registered or unregistered)) in the App and its content (including the source code, text, photographs and graphical images) are owned by us and our licensors. All rights are reserved. The source code and content of the App must not be copied, reproduced, used or otherwise dealt with for any other reason. Trademarks, logos and brand names shown on our website are owned by us and our licensors and no rights are granted to use any of them without the prior permission of us and/or our licensors (as applicable).
- 5.2 You acknowledge that the rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App or the technology used or supported by the App other than the right to use each of them in accordance with the terms of this licence.
- 5.3 You acknowledge that you have no right to have access to the App in source-code form.

6. Exclusion of warranty

- 6.1 The App is provided to you in good faith and you accept that the functionality provided and information shown is provided "as is" without guarantees, conditions or warranties as to its operation or accuracy. We've taken all reasonable steps to ensure that the App functions as intended and the information displayed is correct at the time of inclusion, but there may be inadvertent or occasional errors for which we apologise. Where errors come to our attention, we'll try to correct them as soon as reasonably possible however we accept no liability for any errors, omissions or inaccuracies contained in the App or its content.
- 6.2 Use of the App is at your own risk and you're wholly responsible for downloading and installing it and for decisions that you make as a result of information you read. You agree that you'll only use the App for lawful purposes and not in a way that breaches applicable local, national or international laws or regulations (for example, using it to cause nuisance, annoyance or inconvenience, or to transmit, or procure the sending of unsolicited or unauthorised advertising or promotional material).
- 6.3 Where the App or any of the Services access content via the Internet we aim to ensure that this is available 24 hours a day however we'll not be liable if it is unavailable at any time for any reason. Access to online content may be suspended temporarily or removed entirely without notice (e.g. if there's a system failure, or for maintenance or repair).

7. Exclusion of liability

- 7.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements.

7.2 To the extent permitted by the laws of England we expressly exclude any liability:

- a) for direct, indirect and consequential loss or damage (including, loss of income, use, revenue, business, profits, contracts, anticipated savings, goodwill, wasted management or office time, data or corruption of data) however such loss or damage arises and whether incurred by you in connection with the App; the use, inability to use, failure to access, or results of the use of the App; your use of any sites linked to the App; and/or any materials or content contained in the App or a Third-party Site.
- b) for any loss or damage which was not reasonably foreseeable by you or us.
- c) for the accuracy, suitability, quality or completeness of any information and the value and integrity of Services offered through the App.
- d) for any loss or damage caused by viruses, malicious or other technologically harmful material that may infect your Device, equipment, programs, data or other proprietary material as a result of your use of the App or any site linked to or from it.
- e) arising from any reliance placed on content accessible on or via the App. Information provided by us does not constitute legal or professional advice (financial or otherwise) and shouldn't be relied upon without taking independent advice. You're wholly responsible for any decisions that you make as a result of information you read. You must not rely on information on the App when making any investment decision or a decision to buy financial services from any organisation.

7.3 To the extent permitted by the laws of England we don't provide warranties of any kind, including suggestions that our products and/or services will be of satisfactory quality, fit for purpose, compatible with equipment that you have, secure and/or accurate. We don't warrant that the information on our website is complete, accurate or that we've checked it.

7.4 If you're a business we shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity as a result of your use of this App, however caused.

7.5 You acknowledge that use of the App involves information being transmitted over public telecommunications networks which are inherently insecure.

7.6 We make no representation or warranty that your use of the App, or the operation of it, will be uninterrupted, error, bug, or virus free and we accept no liability for effects of the same.

7.7 Nothing in these terms removes or limits our liability for fraud, death or personal injury caused by our negligence or for any liability which can't be limited or excluded by English law.

7.8 If you're a consumer, these terms won't affect any of your statutory rights which you have and which cannot be excluded by these terms. For more information on your statutory rights, contact your local authority Trading Standards Department or Citizens Advice Bureau.

8. Termination

8.1 We may terminate this licence immediately at any time without notice. We may also terminate support for any make or model Device at our sole discretion.

8.2 On termination for any reason:

- a) all rights granted to you under this licence shall cease;
- b) you must immediately cease all activities authorised by this licence, including your use of any Services;
- c) you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App then in your possession, custody or control and certify to us that you have done so;
- d) we may remotely access the Devices and remove the App from all of them and cease providing you with access to the Services and the Appstore.

9. Communication between us

9.1 If you wish to contact us in writing, or if any condition in this licence requires you to give us notice in writing, you can send this to us via the App through the 'Contact Us' section of our website at www.powershop.co.uk, writing to us at Units 103- 105 Scott House, Custard Factory, Gibb Street, Birmingham B9 4AA, calling us on phone number is 0800 009 3719 or you can skype us at powershopuk.

9.2 We will confirm receipt of this by contacting you by e-mail unless you specify that you would like us to call you.

9.3 If we have to contact you or give you notice in writing, we will do so by e-mail.

9.4 If you would like to give us feedback about the App, use the 'App feedback' form in the main menu. Or you can contact the Developer Powershop New Zealand Limited directly at 427-429 Queen Street, Masterton, New Zealand phone 0800 462 668.

10. Other important terms

10.1 We may transfer our rights and obligations under this licence to another organisation, but this will not affect your rights or our obligations under this licence.

10.2 You may only transfer your rights or obligations under this licence to another person if we agree in writing.

10.3 If we fail to insist that you perform any of your obligations under this licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

10.4 Each of the conditions of this licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

10.5 This licence and any dispute or claim that arises in relation to them will be governed by the laws of England. You agree to only bring legal actions about these terms against us in a court in England. We reserve the right to bring a claim against you in your country of residence or any other relevant country.

10.6 If any part of these terms is found to be illegal or unenforceable, this will not affect the validity or enforceability of the remainder of these terms.

This agreement has been entered into on the date stated at the beginning of it.