

# Before you browse, read this!

Rockgas Online Services Terms of Use



# **1. Get to know our Online Services Terms of Use**

These Terms of Use outline how you can use Rockgas' websites, mobile apps, and online portals (together, our Online Services) and are between you and Rockgas Limited ('Rockgas'). By using the Online Services, you agree to follow these terms so let's break it down...

# 2. Using our Online Services

## Acceptance of These Terms

When you use our Online Services, you agree to these Online Services Terms of Use (Terms). If you don't agree to the Terms you can stop using our Online Services at any time.

These terms are effective from 1 April 2025

## Other Terms Might Still Apply

Our LPG supply, services, and promotions have their own terms and conditions. If there's ever a conflict between those terms and these ones, the service-specific terms take priority. You can find those on our <u>website</u>.

## **Keeping Things Up to Date**

We may:

- Change or update the Online Services at any time.
- Remove or suspend features without notice.
- Update these Terms when needed.

If you do not wish to accept any changes to the terms and conditions, you can stop using our online services at any time.

#### **Check Back for Updates**

We recommend checking these Terms from time to time. If you keep using our Online Services after we've made changes, that means you accept the updated Terms.

# 3. General information and liability

#### Information on Our Website

We do our best to keep everything accurate and up to date, but things may change or contain errors. If you spot a mistake, let us know at LPGenquiries@rockgas.co.nz



## Don't Rely on our Information Alone

Our website and apps provide useful information, but they shouldn't be your only source when making decisions.

#### Our Liability Is Limited

To the extent allowed by law, Rockgas isn't responsible for:

- Any loss or damage caused by relying on Online Services.
- Any errors, updates, or availability issues.
- Any use of pricing or other information from our Online Services.

#### Using Our Online Services Responsibly

Don't use our Online Services for anything illegal or disruptive. If your use causes damage or issues, you agree to cover our cost.

# 4. Interacting with us online

#### Incomplete Sign-Ups

If you start but don't finish signing up for a service, we may reach out to help.

#### Internet & Mobile Charges

Using our Online Services requires an internet connection, and your provider may charge you for data use - this is your responsibility.

#### **Downloading Our Mobile Apps**

You'll need a compatible device and can download from the App Store® (Apple) or Google Play<sup>™</sup> Store (Android). While we aim for easy compatibility, we can't guarantee the app will work on every device or software version.

## Ordering & Updating Info

If you place an order or update details through our Online Services, we'll assume the instructions came from you. The way we handle this information is in our Privacy Policy, so it's worth a read.

# 5. Cookies and tracking

#### How We Use Cookies

You'll need cookies enabled to access all features. We use cookies and tracking tools (like Google Analytics) to:

- Improve your browsing experience.
- Understand how our website is used.
- Deliver better marketing through Google remarketing.



# 6. Intellectual property

## Who Owns What?

Rockgas owns, or has a license for, all content and trademarks on our Online Services. You can use our content for personal reference only, but you can't modify, copy, or share it without our written permission.

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

## Your Data & Our Use

You own the data you provide to us, but by using our Online Services, you give us permission to use your data for business purposes. Any insights we generate from your data (Derivative Works) belong to us.

## **Keeping Your Data Secure**

We'll take all reasonable steps to store your data safely.

# 7. Links to other sites

#### **Third-Party Websites**

Our website may link to other websites we don't control – we're not responsible for what's on those sites, your use of those sites or for any personal information that you provide to those sites.

We provide these links to you as a convenience. These links do not imply that we endorse or are associated with any linked sites.

Please note that these websites may have different security and privacy policies. We encourage you to review the privacy policies of these websites.

#### Linking to Us?

If you link to our website without permission, we may ask you to remove the link immediately.



# 8. Feedback is welcome

## We Love Feedback Good and Bad

If you send us feedback, it means you give us permission to use it freely without acknowledging or compensating you.

If you have any problems or concerns regarding the service you have received from Rockgas, you can follow Rockgas' complaints process set out in the Rockgas Feel the Energy Terms and Conditions.

# 9. Security and you

## We'll Do Our Best to Keep you Safe

While we take security seriously, we can't guarantee that our Online Services will always be free from viruses or cyber threats, or secure from unauthorised access.

#### **Protect your Own Access**

If you register an account, you're responsible for:

- Keeping your username, email, and password secure.
- Ensuring only authorised people access your account.
- Using secure devices with up-to-date security software.
- Logging out when using public computers or shared Wi-Fi.

#### If You Think Your Password is Compromised

Change it immediately on the Rockgas App or our Website. If you need help, give us a ring on 0800 762 542.

## **Credit & Debit Card Payments**

We use a secure third-party payment provider–Rockgas does not store your card details. By using your card, you agree to the payment provider's terms. Rockgas isn't responsible for any unauthorised transactions.

# **10. Governing Law**

These Terms of Use are governed by New Zealand law, and any disputes will be handled in New Zealand courts. That means if there's ever a legal issue relating to your use of our website, it will be resolved under New Zealand law, without reference to any conflicting legal principles.



# **11. Third Party Rights**

Some parts of these Terms give rights to our service providers and licensors – these rights are for their benefit, and they have the ability to enforce them under the **Contract and Commercial Law Act 2017, Part 2, Subpart 1** (and any future updates to this law).).

# **12.** Special Terms for our Mobile Apps

## Apple & Google Aren't Responsible

Apple and Google don't maintain or support the app. They aren't liable for anything related to the app.

## Who to Contact with App Issues

If you have questions or user feedback, reach out to Rockgas at 0800 762 542 or <u>LPGenquiries@rockgas.co.nz</u>

# **13. A Final Note on Privacy**

#### How We Handle Your Personal Info

We collect, store, and use your personal information according to our Privacy Policy – so you should read our full Privacy Policy on our website for more details.