

The Spark Energy App

Terms of use

bringing energy to life





Contents

1. Terms of use
2. Information about us
3. Using the Spark Energy App
4. Your account and password
5. Intellectual property rights
6. Updates
7. No reliance on information
8. Our liability
9. Information about you
10. Viruses
11. Links from the Spark Energy App
12. Applicable law
13. Variations
14. Contact us

The Spark Energy App

1. Terms of use

This booklet (together with the documents referred to in it) tells you the terms of use on which you may make use of the Spark Energy App. Please read these terms of use carefully before you start to use the Spark Energy App. By using the Spark Energy App, you confirm that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, you must not use the Spark Energy App. Please also note that your use of the Spark Energy App is subject to our standard Energy Supply Contract Terms accessible as part of the Spark Energy App.

2. Information about us

The Spark Energy App is operated by Spark Energy Ltd ("We"). Spark Energy Limited, registered office: Ettrick Riverside, Dunsdale Road, Selkirk, TD7 5EB, Company no. SC301188 registered in Scotland. Energy supplied by OVO Energy Ltd, registered office 1 Rivergate, Temple Quay, Bristol, BS1 6ED, Company no. 06890795 registered in England and Wales. OVO Energy Ltd is a Feed in Tariff Scheme licensee.

3. Using the Spark Energy App

We reserve the right to withdraw or amend the service we provide on the Spark Energy App without notice (see below). We will not be liable if for any reason the Spark Energy App is unavailable at any time or for any period. We do not guarantee that the Spark Energy App will be free from errors or omissions. We may suspend, withdraw, discontinue or change all or any part of the Spark Energy App without notice.

You are responsible for making all arrangements necessary for you to use the Spark Energy App. You are also responsible for ensuring that all persons who use the Spark Energy App through your information technology are aware of these terms, and that they comply with them.

4. Your account and password

If you choose, or you are provided with, a password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your password, you must promptly notify us. You can call us on 0345 034 7474, contact us on our website <http://sparkenergy.co.uk/contact-us> or message us on Facebook or Twitter.

5. Intellectual property rights

We are the owner or the licensee of all intellectual property rights in the Spark Energy App, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) the Spark Energy App for your personal use and you may draw the attention of others within your organisation to content posted on the Spark Energy App.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the Spark Energy App must always be acknowledged.

You must not use any part of the content on the Spark Energy App for commercial purposes.

If you print off, copy or download any part of the Spark Energy App in breach of these terms of use, your right to use the Spark Energy App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6. Updates

We aim to update the Spark Energy App regularly, and may change the content at any time. If the need arises we may suspend access to the Spark Energy App or close it indefinitely. However any of the material on the Spark Energy App may be out of date at any given time, and we are under no obligation to update such material.

7. No reliance on information

We make no representations, warranties or guarantees, whether express or implied, that the content on the Spark Energy App is accurate, complete or up-to-date. We therefore disclaim all liability and responsibility arising from any reliance placed on such content by you or anyone else who may be informed of said content.

8. Our liability

To the extent permitted by law, we hereby expressly exclude:

- all conditions, warranties, representations or other terms which may apply to the Spark Energy App or any content on it, whether express or implied.
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Spark Energy App or in connection with the use, inability to use, or results of the use of the Spark Energy App, any websites linked to it and any materials posted on it, including:
- loss of income or revenue;
- loss of business;

- loss of profits or contracts;
- loss of anticipated savings
- loss of data
- loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your data or other proprietary material due to your use of the Spark Energy App
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, nor any other liability which cannot be excluded or limited under applicable law.

9. Information about you

You can use the Spark Energy App to enter information about yourself. For example you can update your contact and address details, provide details of meter reads, make payments, and update your contact preferences. We process all information about you in accordance with our privacy policy which forms part of our standard Energy Supply Contract Terms and Conditions. Our standard Energy Supply Contract Terms and Conditions are available on the Spark Energy App. By using the Spark Energy App you consent to such processing and you warrant that all data provided by you is accurate.

10. Viruses

We do not guarantee that the Spark Energy App will be secure or free from bugs or viruses. You are responsible for configuring your information technology in order to access the Spark Energy App.

11. Links from the Spark Energy App

Where the Spark Energy App contains links to other sites and resources provided by Spark Energy Ltd or third parties, these links are provided for you information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

12. Applicable law

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, use of the Spark Energy App.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you.

14. Contact us

If you have any concerns about material appearing on the Spark Energy App please call us on 0345 034 7474, or contact us on our website <http://sparkenergy.co.uk/contact-us>.

Save time, visit www.sparkenergy.co.uk

Manage your account

Give meter readings

Get your bills

Tell us if you're moving

Make a payment

And handy live chat too

If you'd like to talk, our call centre is UK-based and you'll find us on Facebook and Twitter too.



Email us

support@sparkenergy.co.uk



Call us

0345 034 7474



Live chat

www.sparkenergy.co.uk/contact-us

For full terms & conditions please visit

www.sparkenergy.co.uk