

## QR2id Service | Terms and Conditions of Use

Effective 20 October 2012 | Last Updated: 15 March 2013

### General

Your access to and use of the QR2id® Service, including all functionality and content howsoever received or delivered, is governed by these Terms and Conditions of Use (the "Terms"). You may use the QR2id Services only in compliance with these Terms and all applicable legislation, regulation, policies and rules as may apply to the location from which you are using the QR2id Services and as may apply within other jurisdictions affected by such use.

By accessing the QR2id Website you are deemed to accept and agree to comply with and be bound by these Terms. If you are a QR2id Client, by accepting these Terms you attest that you are legally entitled and able to enter into a binding contract with Amtac Professional Services Pty. Ltd. ("[Amtac](#)"), for the provision of the QR2id Services. If you are accepting these Terms and using the QR2id Services on behalf of a company, organisation, government department or agency, or other legal entity, you represent and warrant that you are authorised to do so.

Under no circumstances shall Amtac be liable in any way for any errors or omissions in any information accessed through the QR2id Service, or any loss or damage of any kind incurred as a result of the use of any information uploaded, emailed, transmitted or otherwise made available via the QR2id Service or subsequently following your use of the QR2id Service.

The QR2id Service is the subject of ongoing improvement and may be expanded, reduced, or change in function from time to time without prior notice to you. Whilst Amtac attempts to maintain resilience and the availability of the QR2id Service, Amtac may for operational reasons need to suspend providing the QR2id Service without prior notice to you.

### QR2id® Client responsibilities

The term "QR2id Client" includes any natural person or legal entity that enters into an explicit or implied contract with Amtac for the provision of the QR2id Service for themselves or another party.

The term "Material" may include, without limitation, computer files of any form, such as documents in various formats, images, illustrations, photographs, video recordings, and audio recordings.

As a QR2id Client you are responsible for and accept any consequences associated with your use of the QR2id Services, including (without limitation) as may arise from your obligation to maintain the currency and accuracy of the information or Material you wish to have displayed to the public where one of your QR2id Codes is scanned and/or accessed via the QR2id.com website and/or made available to authorised emergency services personnel via email in accordance with these Terms.

The intellectual property rights in any information or Material you upload or display on or through the QR2id Service are retained by you or the authority under which you have transferred the material to the QR2id Website. By information or material on or through the QR2id Service, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such information and Material in any and all media or distribution methods and as otherwise governed by these Terms. In submitting information and uploading Material to the QR2id website, you agree to accept all liability for so doing and undertake to ensure that any information and/or files that you upload do not infringe the rights of any third party and understand that any such infringement may subject you to personal liability. You represent and warrant that you have all the rights, power, and authority necessary to grant the rights granted herein to any information and material that you add through the QR2id Service.

### Offensive, Misleading or Harmful Content

As QR2id Clients are solely responsible for the content they chose to have displayed and/or available in relation to their QR2id Codes. Amtac does not monitor or control the information, Material or other content added by QR2id Clients and does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any content or communications initiated via the QR2id Service.

By accessing or using the QR2id Service, you acknowledge and agree that you may be exposed to information and Material displayed by a QR2id Client that

might be offensive, harmful, inaccurate, deceptive, or otherwise inappropriate. The information displayed or otherwise accessible through the use of a QR2id Code is nominated and maintained by the QR2id Client. Amtac accepts no liability whatsoever with respect to any person or entity using the QR2id Service and any use or reliance on any information or Materials obtained by you through the QR2id Services is at your own risk.

If you become aware of any offensive, harmful, inaccurate, deceptive, or otherwise inappropriate information or Material accessible directly via the QR2id Service or through links from the QR2id Service to external websites, please report it immediately to [abuse@QR2id.com](mailto:abuse@QR2id.com) with all the details, including the QR2id Serial Number, as applicable.

Amtac reserves the right to temporarily or permanently cancel a QR2id Client's account and/or terminate or suspend the function of any QR2id Code where the use of a QR2id Code is deemed by Amtac to be associated in any way with information or Material that is suspected to be in contravention of a law, or considered to be offensive, harmful, inaccurate, deceptive, or otherwise inappropriate.

### Privacy

Any information that you provide to Amtac in respect of the QR2id Service is subject to our [Privacy Policy](#), which governs our collection and use of your information. You understand that through your use of the QR2id Service you consent to the collection and use of this information, including the transfer of this information to Amtac's servers in Australia for storage, processing and use in the delivery of the QR2id Service.

By using the QR2id Service you grant to Amtac a worldwide, non-exclusive, royalty-free license to display and/or release information or material submitted by you on your behalf to other individuals, companies or organisations who seek access to that information or material by scanning a QR2id Code or entering the Serial Number via the QR2id.com website. The licence that you grant includes the right to sublicense, use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such information and Material in any and all media or distribution methods (now known or later developed). Unless required by law, such display or release shall be in accordance with the settings you apply in your account as applicable to the aforementioned QR2id Code/Serial Number, or as may reasonably be required to ensure the safe and correct operation of the QR2id Service. (i.e., the settings you apply will determine if and how any of the information or material you add to a QR2id Code will be displayed and/or accessible when that QR2id Code is scanned or decoded using the QR2id.com website, and the licence you grant to Amtac legally enables us to make available the information you nominate in the way you nominate.)

In agreeing to these Terms you understand that Amtac may modify or adapt your information or material in order to transmit, display or distribute it over computer networks and/or make changes to your submitted material as are necessary to conform and adapt that material to any requirements or limitations of any networks, devices, services or media.

Where you provide to Amtac any images, recordings, testimonials, or feedback relating to your use of the QR2id Service, through any means such as email, web-form submissions, blog posts, Tweets, Facebook Posts or other means, you grant to Amtac a worldwide, non-exclusive, royalty-free license to use such Material for Amtac to promote the QR2id Service to other companies, organisations or individuals.

Where you use a coupon/voucher to purchase your QR2id Account, you agree that Amtac may display your name and email address to the applicable Fundraising Organisation and/or QR2id Partner in commission statements and routine reporting arrangements. In using the coupon/voucher, you agree that the related QR2id Partner and/or Fundraising Organisation may contact you to determine your satisfaction with the QR2id Service and/or in relation to their own products/services. If at any time you wish to be disassociated with your initial QR2id Partner, you may request this action be taken and at that time your name and email address will no longer be accessible to that Fundraising Organisation/QR2id Partner.

### Your Login and Password

As a QR2id Account holder, you are responsible for maintaining and protecting the credentials you use to access the QR2id Service. We recommend that you use a different password on each of the Internet services you access and that you never share your password with anyone. If you believe at any time your password has been compromised, you should immediately change it and

contact [abuse@QR2id.com](mailto:abuse@QR2id.com) with all the details. By using the QR2id Service you agree that you have sole responsibility for the actions taken under your name when a person is logged into your account using your username and password.

#### Licence and Fair Use

Under these Terms, Amtac gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by Amtac in order to access and use the QR2id Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the QR2id Service as provided by Amtac, in the manner permitted by these Terms and specifically prohibits any use of the QR2id Service for unlawful purposes or in any manner that may be considered detrimental to the commercial interests of Amtac or the interests of QR2id Clients.

The QR2id Service includes the facility to send and receive messages and store Materials in relation to a QR2id Code or QR2id Client Account. It is a condition of use of the QR2id Service that these facilities are not to be exploited or misused and Amtac reserves the right to apply Fair Use provisions to any and all services, to establish limits on use and on storage, at our sole discretion and at any time without prior notice to you.

#### Rules and Restrictions

The QR2id Service is intended to enhance safety and security for Amtac's clients and you may not do any of the following while accessing or using the QR2id Service, or coincidental to your use of this website:

1. attach or apply a QR2id Code to any item for the purpose of deception, misrepresentation of ownership, or use the QR2id Service in conjunction with any unlawful act;
2. send unreasonably excessive numbers of messages to a QR2id Client;
3. harass, bully or stalk or attempt to harass, bully or stalk, or otherwise compromise the wellbeing of a QR2id Client or user of the QR2id Service;
4. enter the email address of another person in a contact form, where that other person has not authorised such use with the QR2id Service;
5. display or enter false or misleading information;
6. use the QR2id Service for the purpose of harvesting information or spamming;
7. publish or link to offensive or malicious content;
8. access or search or attempt to access or search the QR2id Service by any means (automated or otherwise) other than through published interfaces that are provided by Amtac or in accordance with the provisions of the robots.txt file;
9. disrupt or interfere with, or attempt to disrupt or interfere with the use of the QR2id Service by any QR2id Client or any other user by any means, including without any limitation, the distribution of viruses or overloading the network or other aspects of the provision of the QR2id Service, or acting in any manner that may create an undue burden on the QR2id Service infrastructure.
10. probe, scan, or test the vulnerability of any QR2id related system or network, breach or circumvent any security or authentication measures;
11. use the QR2id Service to send altered, deceptive, or false source-identifying information.

#### Amtac's Rights

All right, title, and interest in and to the QR2id Service (excluding information and Material added by QR2id Clients) are and will remain the exclusive property of Amtac. The QR2id Service is protected by copyright, trademark, and other laws of both Australia and other countries. Nothing in these Terms gives you any right to use the QR2id name or any of the QR2id trademarks, logos, domain names, and other distinctive brand features for any purpose unless the subject of a separate binding written agreement between you and Amtac (e.g., Production Partner Agreement). Any feedback, comments, or suggestions you may provide to Amtac regarding the QR2id Service is entirely voluntary and Amtac will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

Whilst sensitive information is stored in an encrypted form to protect the interests of QR2id Clients, Amtac reserves the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to:

1. respond to user support requests;
2. comply with a lawful request or meet an obligation in a legal process;
3. investigate potential violations of these Terms;
4. detect, prevent, or otherwise address fraud, security or technical issues;

Where Amtac accesses any information related to a QR2id Client account in accordance with these Terms, all such access shall be logged and identifiable by the affected QR2id Client (provided the Account is not suspended or closed or such logging does not compromise a legal process).

Amtac reserves the right at all times to remove or refuse to display information and/or Material on the QR2id Service and to suspend or terminate users without liability to any QR2id Client or other person.

#### Termination of Agreement

These Terms remain in effect until terminated by either you or Amtac as follows:

1. discontinuing your use of the QR2id Service and/or closing your QR2id Accounts;
2. your QR2id Account is suspended or closed due to a failure to pay an invoice from Amtac within the prescribed time or as otherwise permitted under these Terms;
3. your QR2id Account is closed or your rights to access the QR2id Service are suspended where Amtac reasonably believes that you have acted contrary to these Terms or your actions create any legal or commercial risk to Amtac or its clients.

Notwithstanding the termination of this agreement and your rights to use the QR2id Service, applicable provisions within these Terms shall continue to apply insofar as they operate to protect the interests of Amtac and its clients.

#### Disclaimer

Use of the QR2id Service is undertaken at your own risk. Amtac provides the QR2id Service on an "AS IS" and "AS AVAILABLE" basis. To the extent permitted by law, Amtac disclaims all warranties and conditions, express or implied, of merchantability, or fitness for a particular purpose. Amtac disclaims all responsibility and liability for the currency, completeness, accuracy, availability, timeliness, or reliability of the QR2id Service.

Users of the QR2id website should be aware that some web browsers may incorporate plug-ins or other malicious or "helper" software that inserts links and/or advertising into the pages of websites being visited. The actions of such software occur on the affected computer and not on the server, so are outside the control of Amtac. It is your responsibility to use current malware/virus detection and removal software to minimise your risk of being unknowingly impacted by such programs, and we strongly recommend that you avoid knowingly installing such applications. These programs intend that such links appear to be intentionally placed by the authors of the website, so users of QR2id.com should be alert to misleading hyperlinks or advertisements inserted by their browsers and check their computers regularly for malware.

To the maximum extent permitted by law, Amtac shall not be liable for any indirect, incidental, consequential or punitive damages, or any loss of profits or revenues, or any loss of data, function, goodwill or other intangible losses resulting from or in any way related to the use of the QR2id Service. In no event shall Amtac's aggregate liability exceed the greater amount of one hundred Australian dollars (AU\$100.00) or the amount you paid Amtac in the preceding three (3) months in direct relationship to the QR2id Service and giving rise to the claim.

#### Applicable Jurisdiction

The application of Terms and any related legal action will be governed by the laws of the State of Queensland, Australia. Any claims, legal proceedings or litigation arising in connection with the QR2id Service will be brought solely in applicable courts within Queensland, and in using the QR2id Service you consent to these conditions and waive any objection related to jurisdiction.

#### Entire Agreement

Notwithstanding additional provisions within any separate agreement, such as may apply to QR2id Production Partners, Promotion Partners and Retail Partners, these Terms are the entire and exclusive agreement between Amtac and you regarding the QR2id Service, and these Terms supersede and replace any prior agreements between Amtac and you regarding the QR2id Service.

Amtac may revise these Terms from time to time, the most current version will always be at [QR2id.com/terms](https://QR2id.com/terms). By continuing to access or use the QR2id Service after those revisions become effective, you agree to be bound by the revised Terms.