



QikID PTY LTD ABN 14 154 042 761
PO Box A2626, SYDNEY SOUTH NSW 1235
PHONE 1300 553 256
WEB <https://qikid.com> EMAIL service@qikid.com
MASTER SECURITY LICENCE (NSW) 000100799

QikID TERMS AND CONDITIONS OF SALE

Version: 1.013 March 2012

1 MODIFICATION / ENTIRE AGREEMENT

This acknowledgment constitutes the entire agreement between QikID Pty Ltd (hereinafter referred to as QikID) and the Buyer. No modification of the terms hereof shall be effective unless made in writing and signed by both parties. Insofar as the acknowledgment contains terms and conditions additional to and or different from Buyer's purchase order, the terms of this acknowledgment shall supersede all terms of Buyer's purchase order which are in conflict with this acknowledgment.

2 PRICES

All invoiced prices are non-negotiable and are final.

3 STANDARD TERMS OF PAYMENT

Payment is to be made in full by ETF or Cheque by the due dates stated on the invoice unless otherwise specified by QikID. QikID can at QikID's exclusive option accept payment by credit card, in this event a surcharge of 5% will be payable by the buyer. Buyer shall immediately notify QikID of an incorrect invoice. All freighted orders, where QikID is not providing on-site installation require payment in full before goods are dispatched or ordered from suppliers where not held in stock. Larger orders, as determined by QikID, with on-site installation can be paid in the following instalments: (1) 50% of total quote value on order; (2) 50% of total quote value on first delivery of goods, a remittance advice is required from the customer before work is carried out.

4 BUYER'S CREDIT

Buyer will be required to make a 50% deposit upon the signing of each agreement. If the financial responsibility of Buyer becomes impaired or unsatisfactory to QikID, or Buyer is in default to QikID under this or any other contract, advance cash payment or satisfactory security shall be given by Buyer upon demand by QikID, and shipments may be withheld until such payment or security is received. Buyer shall make no deductions (including those for alleged damages) from payments due hereunder.



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5 PAYMENT AND INTEREST ON PAST DUE ACCOUNTS

Buyer represents that Buyer is solvent and can and will pay for the products sold to the customer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and QikID, QikID may at its' option defer shipments or, without waiving any other rights it may have, terminate this contract and deactivate any and all software related to or reflected on an invoice purchase order or existing agreement. QikID reserves the right before making any delivery to require payment in cash or security for payment, and if Customer fails to comply with such requirement, QikID may terminate this contract. An interest rate of 35% pa on all past due accounts. If QikID has to take a Buyer to collections QikID reserves the right to charge the Buyer reasonable collection fees incurred while pursuing the collection of the debt in addition to the balance owed, this includes attorneys' cost and all related fees surrounding the cause of action.

6 DELIVERIES

Buyer shall furnish QikID with shipping instructions. QikID shall not be liable to Buyer for any damages claimed resulting from delay in shipment or delivery of the merchandise after the date of delivery specified herein. QikID may use its judgment as to the selection of a carrier and routings. Buyer shall be solely responsible for securing insurance which will cover shipping the merchandise from QikID's facilities to the Buyer's place of business. The risk of loss shall pass to the Buyer upon QikID's delivery to the carrier. Delivery dates are approximate. QikID is not liable for any claims made by buyer for delayed shipment or any consequent result such as loss of profits or the like.

7 TITLE OF GOODS

Title to all goods will remain with QikID Pty Ltd until the invoice is paid in full.

8 TRANSPORTATION AND STORAGE CHARGES

Unless specified in QikID's order acknowledgement all shipping costs are additional and will be invoiced to the buyer. Merchandise stored for a period of 30 days or more past invoice date will incur storage charges of \$2000 per m2 per year.

9 QIKID SOFTWARE

This acknowledgment will not limit QikID's rights granted under the software licensing for any software reflected on the Buyer's invoice. Buyer shall be bound by



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and obligated to the duties therein to secure, keep confidential and make reasonable efforts to prevent the distribution of all legally protected information granted QikID under any existing software licence for each item of software listed on the buyer's invoice.

10 TECHNICAL & BUSINESS SUPPORT

Technical & business support will be provided only to Buyers who use QikID Software for its intended use as stated in Section 35 herein. Telephone and e-mail support will be provided pursuant to the terms of each quote and the Current QikID Support Policy as published on QikID's website. Unless otherwise stated all pre-paid support hours expire within 1 year of quotation. Product manuals and supporting documentation are provided to the Buyer in online format only, printed copies can be requested at the cost of the buyer.

11 SOFTWARE UPDATES, MODIFICATIONS, UPGRADES AND SUBSCRIPTIONS

Where software is purchased on a licence basis, included in the purchase price of each software product, the Buyer will be automatically enrolled in a 12 month subscription for software updates to the product and may elect to purchase additional subscriptions beyond the expiration of each 12 month subscription. The Buyer will be responsible for contacting QikID to receive software updates and the implementation of each update. Buyer is solely responsible for assessing their needs to upgrade or modify any functionality and will bear all costs related to any upgrades or modifications done to existing or already modified systems. Where the Buyer's system comprises multiple software licences, the Buyer acknowledges that any upgrade to the system would require an upgrade to all software licences in order for the system to function effectively, a subscription for each licence is therefore required to be current before an upgrade can be performed. QikID does not support partial upgrades under any circumstances. Customisations developed for a buyer may require additional upgrade labour which is not included in the upgrade subscription. Buyer accepts that updates can remove or modify existing functionality in software and accepts responsibility to ensure updates are suitable for the Buyer's business.

12 SOFTWARE DEFECTS

While QikID will make every attempt to remedy all software issues as quickly and accurately as possible, it is to the sole discretion of QikID to determine whether a software issue warrants remedial measures. All software issue determinations made by QikID will be final.



13 THIRD PARTY HARDWARE AND SOFTWARE

Third-party hardware and software sold by QikID are sold under the terms of each preferred third-party vendors' end-user licence agreement. All third-party hardware and software are provided to the Buyer with its respective manufacturer warranty. QikID recommends that the Buyer purchases the third-party extended warranty with prompt service and turnaround time to ensure uninterrupted critical business functions.

14 IMPLEMENTATION AND INSTALLATION SERVICES

All implementation and installation will only be completed during the weekday hours of 9am-5pm at a mutually convenient time. Implementation and installations services will be limited to:

1. installation and configuration of physical hardware (excluding cabling or shop modifications);
2. installation and configuration of software;
3. importing relevant data - note that this is not possible for QikPASS;
4. database installation and configuration;
5. user security configuration; and
6. training

Additional charges at applicable rates will be billed using a time and material basis for implementation and installation services in excess of the hours detailed in the Buyer's invoice and the applicable weekday schedule as detailed herein. The Buyer will be charged a \$500 cancellation fee in the event that a scheduled implementation or installation is cancelled after work has begun on preparing the installation.

15 TRAINING

All training will only be completed during the weekday hours of 9am-5pm. Where training is included in a quotation that training has to be delivered at the time of the installation unless other written agreement is reached, thus Buyer accepts that he/she will be required to attend that training. Buyer agrees that while training services are being rendered buyer will pay full and due attention to that training, buyer agrees to postpone all other distractions (such as running the business) during the training. Equipment and software training services will be limited to:

1. training of senior staff in the daily operation of the system;
2. training of front of house staff in basic operations;
3. answering questions asked by the Buyer's staff.



It is the responsibility of the Buyer to ensure that all employees who are to be trained are in attendance at each training meeting and are capable of performing all business operations related to each equipment and software. Unless otherwise provided on the invoice, all training will be conducted at the Buyer's place of business using the Buyer's newly acquired equipment. Additional training will come at additional cost to the Buyer.

16 SOFTWARE DEVELOPMENT SERVICES

Additional software customisation and enhancements are available to buyer at the buyer's cost.

17 HARDWARE REQUIREMENTS

System performance will be dependent upon the existing hardware and/or software ("The Environment") the Buyer chooses to run the system in. QikID shall in no way be responsible for slow or poor performing systems where the buyer chooses to run the system in incompatible or poor performing Environments. While QikID will advise the buyer as to the size of their existing system and provide recommendations for expansion, the Buyer will be solely responsible for running the system in an incompatible or poor performing Environment.

18 COMPUTER SYSTEMS

Buyer accepts that the provided system is based on one or more computer operating systems and is therefore subject to any issues that arise with said operating system such as driver issues, system freezes, virus/worm/infection, update issues, firewall issues, file corruption, data corruption and the like. Buyer also accepts that computer hardware is also a complex piece of equipment for which a variety of unexpected issues such as freezing, slow downs, data corruption or the like. QikID makes best effort to address and prevent such issues however buyer accepts that QikID cannot ultimately prevent them occurring. Buyer holds QikID completely harmless for such issues and any consequential business issues or damages they may cause as per the damages clause below. Buyer also accepts any charges for parts or labour required to rectify such issues.

19 CABLING

With reference to all quotes, the Buyer will be responsible for ensuring that all network, power, pump and other device cabling are available at all points of deployment to a suitable quality standard and certification.



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20 ADDITIONAL FIXTURES

Unless otherwise specifically itemised and listed as part of the quote in the invoice, mounting brackets, custom fixture requirements, racks, specific stands and other fixture requests that are not included or provided by the specific hardware manufacturer, can be provided for an additional cost.

21 INTERNET CONNECTIVITY

QikID requires that all sites have internet access so that remote assistance can be rendered in the event of an issue arising. Buyer accepts responsibility to pay for and keep running said Internet connectivity.

22 CERTIFICATION AND COMPLIANCE WITH GOVERNING LAWS AND REGULATIONS

It is the responsibility of the Buyer to ensure that all equipment complies with ALL governing laws and regulations and the relevant certifications are completed.

23 WEBSITE TERMS AND CONDITIONS

The current version of these Terms and Conditions of Sale can also be found on the QikID website under "Terms and Conditions of Sale" at www.qikid.com Please also take note of the "Terms and Conditions of Use" which apply to QikPASS users and venues.

24 LABOUR CHARGES

QikID charges for labour according to a sliding scale of skills that are required for services rendered. Labour will be invoiced at the appropriate rate relative to the skill involved and will not be negotiable. A minimum of 1 hour will be billed for any single instance of work; thereafter subsequent incidences of work will be billed at 30 minute increments or parts thereof. All rates are base-site-base, meaning transport time is billable. All rates and fees are double for the weekends and non-business hours. All rates and fees are tripled on public holidays in QikID's state.

25 QUOTED WORK AND ESTIMATIONS

Services itemised in all quotes are provided for estimation purposes only. Adjustments in work estimations will be made according to the work demands in each specific circumstance. The Buyer must accept these conditions in its entirety and authorise all work QikID deems necessary prior to its commencement.



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26 DUE DILIGENCE

The Buyer is hereby charged with the duty to ensure that the merchandise they have selected will be suitable for its intended use. Returns will not be accepted where the Buyer has not conducted thorough due diligence into the merchandise prior to selection and purchase. QikID urges the Buyer to conduct thorough research and analysis prior to committing to selection and purchase of the merchandise.

27 LIABILITY FOR MERCHANDISE SELECTIONS

QikID will not be responsible for losses incurred by the Buyer due to purported advice to the buyer in relation to the Buyer's ultimate decision to select particular merchandise for purchase.

28 CHANGES IN BUSINESS PROCESSES OR NEEDS

The Buyer is hereby charged with the duty to ensure that the merchandise listed in the invoice can satisfy their existing business processes and needs. Should there be changes in business processes or needs, the Buyer will be responsible for ensuring that all business process adjustments be made to the system and necessary training delivered in order to accommodate said change.

29 RETURNS

No returns will be accepted unless express written consent is provided by a Director of QikID. In the event that a Director of QikID does accept a return of goods a restocking fee of 20% of the total invoiced price (including services) will be payable, any services already delivered are also payable.

30 SOFTWARE ACTIVATION

QikID's products may include an activation procedure requiring internet access. If payment has not been received in full at the time of delivery of the hardware, activation will be required within thirty (30) days.

31 PRIVACY INFORMATION AND CREDIT CHECK

QikID may, at its sole discretion, submit the Buyer's or the Guarantor's credit information to a credit agency for verification of credit. The Buyer and Guarantor will be required to supply QikID with identifying information such as Name, Address, Date of Birth, Driver's Licence Number, ABN and ACN as part of the credit verification process.



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32 RESELLERS AND END USERS

In the event where a Reseller supplies the merchandise to the Buyer, the Reseller will be solely responsible for ensuring that the Buyer is provided with and aware of all the Terms and Conditions of Sale as stated herein and the Terms and Conditions of Use, Privacy Statement and Privacy Policy as available on our website, as well as provided with and be made aware of the End-User Licence Agreement.

33 INDEMNITY

Except to the extent solely and directly caused by any breach of QikID's obligations stated in the Contract, Buyer shall defend, indemnify and hold harmless QikID, and its affiliates, and their respective representatives and employees, from and against all losses, liabilities, damages, and expenses made against or incurred by QikID (including its affiliates, and their respective representatives and employees), arising out of any claim, suit or proceeding by any governmental agency or any third parties (including without limitation any employee of Buyer) which alleges death, personal or economic injury or damages to any private or public property or resources, caused or contributed to by the product.

34 WARRANTY

All equipment and software (unless covered by the original manufacturer's warranty) are sold "as is," except that the merchandise shall be of the quality as specified herein. Quality shall be in accordance with QikID's specifications. No waiver, alteration or modification of the foregoing conditions shall be valid unless made in writing and signed by a director of QikID.

35 END USE

The merchandise is identification system and its primary function is to return a probability of match, all other functions are considered ancillary to this primary function. Final determination of the suitability of the merchandise for any other use contemplated by buyer is the sole responsibility of buyer, and QikID shall in no way is responsible for the suitability of the merchandise for any particular end use other than that which is stated herein.

36 FITNESS FOR A PARTICULAR PURPOSE

Fitness for a particular purpose. QikID warrants the merchandise only as an identification system. As such the merchandise is fit only for that particular purpose, being to return a probability of match of individuals. Buyer and QikID agree that the



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agreed merchantable quality indicator is the ability to return a probability of match of a single person. Buyer and QikID agree that occasional problems in the sale process does not constitute overall failure to meet standards of merchantable quality thereby. QikID shall in no way be responsible for the fitness of the merchandise for any particular purpose other than that which is stated herein. Buyer accepts that computer systems are very complex and that almost all software, irrespective of manufacturer, includes defects (commonly known as bugs), buyer accepts therefore that goods sold under this agreement are still to be considered of merchantable quality even in the event of a defect being detected.

37 RETURNS UNDER MERCHANTABLE QUALITY

In the event that a Director of QikID agrees to accept a return of a software licence or hardware item, be it deemed unfit for purpose or otherwise, only the component cost associated with the returned licence or hardware item will be refunded. Buyer accepts that under no circumstances are services, including installation and training services, refundable. Where services are quoted/invoiced as a component in a bundled price QikID will advise the value of the service component at the time of refund.

38 BACKUP

Buyer accepts that computer systems are not fail-proof and do suffer from down-time from time-to-time. In the event of down-time buyer accepts sole responsibility for enacting a 'manual' business process that does not rely upon the computer system sold herein. Buyer holds QikID harmless for any such down-time or consequences thereof.

39 FORBEARANCE

Forbearance or failure of QikID to enforce any of these conditions, or to exercise any right accruing from any default of the Buyer, shall not affect, impair or waive QikID's rights in case such default continues, or in case any subsequent default of the Buyer occurs.

40 DAMAGES

Buyer covenants and agrees to waive any claim against QikID for punitive damages or for consequential damages. QikID hereby disavows and disclaims any and all responsibility to Buyer for the following:



1. to save Buyer harmless or to indemnify Buyer from and against all claims or suits;
2. judgments and awards on account of any damage to property or injury/death to persons which may occur due to the negligence or other fault of QikID, arising out of or in connection with the performance of the order on the part of QikID;
3. monetary loss or downtime;
4. data loss or corruption;
5. business loss, loss of goodwill or loss of reputation;
6. loss of anticipated savings;
7. destruction or loss of revenue as a direct result of services rendered or any good or software provided by QikID or its agents.

All such liability will be disavowed in actions for:

1. contract;
2. tort, including negligence;
3. reach of statutory duty, or
4. any other theory of recovery.

41 FORCE MAJEURE

QikID shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance which is (i) due to any act of GOD, the prior performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labour shortage, fire, flood, or other casualty, government regulation or requirement, shortage, or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond QikID's reasonable control, whether or similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labour dispute, or difference with workers, regardless of whether or not QikID is capable of settling any such labour problem.

42 DEFAULT OR BANKRUPTCY

Upon failure of Buyer to make any payment required, without deduction, set-off, or counterclaim, within ten (10) days after the same becomes due, or if Buyer defaults in the performance of any other obligation, term or condition of this Contract, or if Buyer shall make an assignment for the benefit of creditors, or in the event of a commencement of proceedings by or against Buyer involving bankruptcy, insolvency, reorganisation or arrangement, QikID, without demand or notice of any kind and without prejudice to any other remedy of QikID, may cancel this and any



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other contract with Buyer (Buyer remaining liable for damages) or QikID may defer further deliveries until the default is remedied (in which event, if QikID elects, this Contract shall be deemed extended for a period of time equal to that during which deliveries are deferred).