



QikID PTY LTD ABN 14 154 042 761
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MASTER SECURITY LICENCE (NSW) 000100799

QikID TERMS AND CONDITIONS OF USE

Version: 1.1

Last Updated 1 July 2013

1 ALL USERS

The terms & conditions in this section apply to all users of QikID products and services.

1.1 Legally Binding

The terms of use as set out herein are legally binding. In using QikID PTY LTD (hereafter known as QikID) systems you imply your acceptance of the terms herein. You acknowledge that failing to adhere to the terms and conditions set forward herein may result in QikID or other parties bringing civil proceedings against you for which you may be liable.

1.2 Updates to the Agreement

QikID may change the terms and conditions set forward herein from time to time at its sole discretion. When QikID makes such an update you will be notified by email to the address recorded on your file, in continuing to use QikID Systems you imply your acceptance of the updated terms and conditions of use.

1.3 Contact & Notifications

QikID will only contact you via email, SMS or telephone using the details you have provided. You accept that it is your responsibility to keep these details up to date and to verify that they are correct, in that respect you hold QikID harmless in the event you do not receive a communication due to incorrect details being recorded. All notices will be sent via email to the address you supply.

1.4 Software Licences

In using QikID Systems you imply your understanding and acceptance of any and all relevant software licence agreements. For example the mobile application's software licence agreement can be found at www.qikid.com



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1.5 Terms and Conditions of Sale

In the event you purchase or order goods or services from QikID, whether payment be made in cash or kind, you imply your agreement with QikID's terms and conditions of sale which can be found at www.qikid.com

1.6 QR Codes

You agree not to record another patrons QikID issued QR Code in any way other than in normal use of QikID Systems. You agree that you will not decode any QikID issued QR Codes in anyway other than normal use of QikID Systems. You acknowledge that the QR Codes used by QikID can be decoded by any QR Code reader and are therefore easily replicable, which is why QikID uses biometrics to assist in confirming identity as accurately as possible on a large scale. You agree that you will hold QikID entirely harmless for the accuracy of any information presented to you or others by QikID based on a QikID QR Code or for any actions or decisions you or others make based on said QR Codes.

1.6.1 Biometric Technology

Biometric technology is an emerging science that is far from perfect. You acknowledge that biometric comparisons or tests performed by QikID are for indication purposes only, the results of which should be treated as such. You agree to hold QikID entirely harmless for the accuracy or inaccuracy of the results provided or from any actions or decisions you or others make based on that information.

1.7 Service Level Agreement

Unless you have a service level agreement with QikID signed by the managing director of QikID you are not eligible for any guarantee of service level from QikID. You therefore agree to hold QikID entirely harmless for any down time or other service degradation experienced by yourself or others and acknowledge that such an event does not automatically entitle you to any refund of monies paid.

1.8 Data, Content, Information and Intellectual Property

By entering any data, content, information or intellectual property into QikID's systems or providing it to another person for the purpose of entering into QikID's systems you grant QikID a non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to that data/content/information/intellectual property. QikID will use that data within the parameters of the **QikID Privacy Statement** and **QikID Privacy Policy**.



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Please see our [data deletion policy](#) for information on how QikID handles requests to delete personally identifiable information.

1.9 Hold Harmless for Security Breaches

You agree to hold QikID harmless for any and all security breaches QikID may suffer even in the event your personal information or information you have rights over is accessed or stolen.

1.10 Errors and Omissions.

QikID makes best effort to ensure your personal information and other information for which you have rights over is kept securely and only disclosed in accordance with the terms outlined herein. However in the event that QikID makes an error, omission or mistake which results in your personal information or other information you have rights for being disclosed to other parties without your implied agreement (including permission implied by the terms of this agreement) then you agree to hold QikID entirely harmless and any subsequent consequences.

1.11 DATA DELETION

As a patron and or venue, you hereby agree to QikID's data deletion policy which can be found at www.qikid.com

2 PATRONS

The terms & conditions in this section apply to patrons using QikID products and services.

2.1 Disclosure of QR Code

You agree not to disclose the QR Code contained within your QikPASS unless doing so for the purpose of identifying yourself to QikID's systems.

2.2 Use by Others

You agree that any QR Code issued to you, electronic or physical, is for your exclusive use only and thus agree not to allow other persons access to or use of your QR Code. In the event that you lose your QR Code you acknowledge that it is your responsibility to contact QikID immediately to have the QR Code disabled. You acknowledge that in the event that someone other than yourself presents your QR Code to a venue and is subsequently banned (or added to a watch list) from that



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venue that it will likely end up being you that is banned from that venue as your QR Code was presented. Such a banning will have the normal consequence of banning in that other venues will be able to see the marker that you have been banned somewhere. You may request that the ban is reviewed by the venue however you must accept the venue's final decision.

2.3 Subscriptions and Notifications

You agree that QikID will add you to marketing lists for the venues that you visit. You may unsubscribe from any list QikID automatically adds you to by unsubscribing to an email sent to that list or by managing your subscriptions by logging into our portal at www.qikid.com. You agree that QikID may send you notifications by email or SMS to notify you of promotions you are eligible for.

2.4 Public Markers

You acknowledge that if you are added to a ban, watch or VIP list, a marker which indicates that you are banned/watched/VIP at 'a venue' (the specifics of when, where, why etc. are not publicly visible) is put on your profile which is visible to all other venues when you present your QR Code. In the event that you are added to a ban or watch list for a venue you acknowledge that other venues may refuse you entry or place conditions upon your entry as a natural result of seeing the marker. You agree that you will hold QikID entirely harmless for disclosing the markers to others and waive any right to pursue QikID for tort or contract.

2.5 Right of Review

In the event you are added or removed from a venue's list in QikID's systems (such as ban, watch or VIP lists), you have the right to request the venue to review the decision to add / remove you from the list in question. The review period will take around 14 days, after which the venue will provide you with their final decision and the justification therefore. You accept that the venue's decision is final and cannot be overruled.

2.6 Promotions

You agree that promotions facilitated by QikID's systems are ultimately the responsibility of the venue offering the promotion. You accept that the venue has the right to dishonour any or all promotions you request to redeem. In the event that a promotion is not honoured by a venue you accept that you have no right of appeal or recourse against QikID or the venue in question for the promotion.



2.7 Disclosure to Law Enforcement Bodies

You accept that QikID has the right to disclose your personal information upon request to law enforcement bodies upon request via electronic mechanisms. Upon disclosure the recipient of your private information becomes solely responsible for how that information is held and used, you hereby agree to hold QikID harmless for any consequences thereof.

3 VENUES

The terms & conditions in this section apply to venues using QikID products and services.

3.1 Use of QikID

You acknowledge that you have the right to verify any persons identification outside of QikID systems (e.g. asking to see their drivers licence or similar legal identification). You acknowledge that your actions and decisions made in relation to your patrons, staff and QikID are entirely of your own making and thereby accept all responsibility therefore. QikID provides no guarantee as to the accuracy of any information delivered. You agree to hold QikID entirely harmless for any liability or cost, including damages, you incur based on a decision you made or an action you took based on information provided by QikID.

3.2 When Are You Acting As (Or On Behalf Of) A Venue?

Whenever you open the mobile application or access the API for the purposes as follows you are deemed to be using the Venue specific features of QikID and are thereby bound by the terms of use herein:

1. interacting with the authentication process; or
2. interacting with the authentications review process (listing users); or
3. interacting with the review user details process; or
4. interacting with the assign/remove roles processes; or
5. interacting with the assign/remove list membership processes; or
6. interacting with the account management processes; or
7. interacting with the promotions processes; or
8. interacting with any other provided feature that is deemed by QikID to be intended for venue use.



3.3 Entering or Reviewing Entered Data

In acting as a venue on occasion you will be required to enter or review patrons information such as their name, date of birth, email address, phone number, suburb or the like. In performing this function you agree to keep private all information you enter or review. You also agree not to record in any way information you view, enter or review - this specifically includes but is not limited to recording of QikID patrons names (preferred or actual) or contact details in or linked to any other database.

3.4 Use of the "Personal Information" Process

QikID offers a procedure when reviewing user authentications to request a user's personal information. This process has been provided for purposes such as, 'positively confirming identity', 'police request', or 'returning lost property' or the like. You agree that you will use this process exclusively in this spirit and will not abuse it to merely determine more information about a person for your own purposes. You should note that when you request a user's real name an email is sent to the user detailing the reason and comment you record and a record of your request is logged in QikID's database. Should you abuse the process, QikID will terminate your access to QikID's systems permanently, you have no right of appeal should QikID take such action, you would also not be entitled to any rebate or refund of monies paid.

3.5 Use of the "List Membership" Process

You acknowledge that when you add a person to a ban, VIP or watch list in the QikID system you are recording a marker that is visible to other venues. You agree only to add a person to such a list where in your objective judgement they warrant such treatment. The following points should be taken into account when adding or removing a person from a ban, VIP or watch list:

3.5.1 Guidelines for the Use of Ban Lists

You should only add a person to a ban list if they are indeed banned from entering your venue for a reason such as:

1. violent or abusive behaviour towards staff or patrons in your venue; or
2. excessive consumption of alcohol in your venue; or
3. using illicit drugs in your venue; or
4. soliciting the purchase or sale of illicit drugs in your venue.



You agree that you are banning the person based on your own experiences and not merely the knowledge (fact or otherwise) of such events occurring outside of your venue.

In banning someone you accept all responsibility of the legitimacy of the ban. You agree to only ban someone for a reasonable time based on the nature of the incident occurring in your venue. You acknowledge that the indication that you have banned the person in question will be visible on that persons QikID profile when they present their token at other venues, you thereby affirm that your banning of someone is not unreasonably defamatory and is justified.

3.5.2 Guidelines for the Use of Watch Lists

You should only add a person to a watch list if they are indeed regarded as watched in your venue for reasons such as:

1. excessive consumption of alcohol in your venue; or
2. loud or unruly behaviour in your venue; or
3. making improper comments or advances to other patrons or staff in your venue; or
4. inappropriately removing clothing in your venue.

You agree that you are adding the person to a watch list based on your own experiences and not merely the knowledge (fact or otherwise) of such events occurring outside of your venue.

In adding someone to a watch list you accept all responsibility of the legitimacy of that act. You agree to only add someone to a watch list for a reasonable time based on the nature of the incident occurring in your venue. You acknowledge that the indication that you have added the person in question to a watch list will be visible on that persons QikID profile when they present their token at other venues, you thereby affirm that your adding them to the watch lists is not unreasonably defamatory and is justified.

3.5.3 Guidelines for the Use of VIP Lists

You should only add a person to a VIP list if they are indeed treated as VIPs in your venue for reasons such as:

1. good patronage; or
2. known celebrity status; or
3. known socialite.

You agree that you are adding the person to a VIP list based on your own experiences and not merely the knowledge (fact or otherwise) of such events occurring outside of your venue.



In adding someone to a VIP list you accept all responsibility of the legitimacy of the act. You agree to only add someone to a watch list for a reasonable time. You acknowledge that the indication that you have added the person in question to a VIP list will be visible on that persons QikID profile when they present their token at other venues, you thereby affirm that your adding them to the VIP lists is not unreasonably defamatory and is justified. You also acknowledge that other venues may provide special treatment to the person in question based on the indication you place, you accept responsibility for not misleading other venues. You agree not to add your own personal friends or family to VIP lists merely because they are your friend or family member, that is to say they must actually qualify.

3.5.4 Patron's Right of Review

In adding someone to a list, including ban, watch and VIP lists, you agree to provide in the text box provided in the QikID application a full and factual description of why the person is being added to the list. You acknowledge that this information will be automatically forwarded to the patron. In the event that a patron is dissatisfied with the decision to be added or removed from to a particular list they have the right to ask you to review the decision, you will be provided with an email from QikID which will require that you respond to the review process within 14 days with your final decision and a full justification for the reasons behind your decision. In the event the you have not responded within the allocated time, QikID may at its sole discretion remove or re-add the person in question from the list to which you have added/removed them from as you will have failed in your responsibility to provide a review. In the event that this should happen you accept by default all responsibility for QikID's action to re-add or remove someone.

3.5.5 QikID List Data

You acknowledge that it is your sole responsibility to maintain the data and lists within QikID's system. You also acknowledge that you have no right to download or otherwise extract raw data from the lists you maintain, you may only add and remove members. QikID has the right to add or remove persons from the lists which you maintain. Only in the event that QikID adds or removes someone from a list which you maintain without your direction to do so is QikID responsible for any complaints that may arise from the patron in question - in all other cases it is your responsibility to address, and if necessary remedy, any complaints that may arise from patrons.



3.6 Promotions

QikID promotion systems are provided to facilitate promotions that you provide to your patrons. You accept all responsibility and liability for delivery of any promotions that you enter into QikID's systems. You also acknowledge that it is ultimately your responsibility to honour or dishonour a patron's request to redeem a promotion and subsequently accept all liability for the delivery thereof. Where a promotion is available for redemption in your venue that is not initially provided by your venue (e.g. distributor promotions) then you acknowledge that you are ultimately not required to honour the promotion and therefore accept all responsibility and liability for delivery should you choose to honour the promotion. If you believe that a promotion is available to a patron of your venue in error you agree to notify QikID of the error in a timely manner.

3.7 Marketing

3.7.1 Personal Information

In the event you use QikID's provided marketing systems to undertake your own marketing campaigns, you acknowledge that you are not entitled to receive personally identifiable information about the recipients of the marketing campaigns. In the event you do inadvertently attain private information you agree to notify QikID of the problem and delete/destroy all copies of the data.

3.7.2 Metric Information

You will be provided with metric information such as the number of messages sent, bounces, successful deliveries, click throughs and the like however you accept that this information is indicative only and is not guaranteed to be accurate by QikID.

3.7.3 Unsolicited Email (SPAM)

Patrons signed up to QikID have implied their agreement to receive marketing communications from venues which they visit, which may include your venue. In doing so they have agreed to receive information relevant to your venue only. You therefore accept that you can only use QikID marketing channels for matters relating to your venue, you agree that you will not promote other businesses or causes which are not directly relevant to your venue. You also agree not to use QikID's systems for any purpose which could be classified as SPAM under the SPAM Act.



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3.7.4 QikID Wrapper

You acknowledge that QikID will wrap marketing communications sent through QikID's systems with information and branding QikID deems appropriate such that the patron is aware that the communication comes through QikID's channels. A wrapper may include modification of the subject or body or addition thereto, both images and text may be affected or included. The wrapper will include an unsubscribe feature such that the patron can unsubscribe from communications from you in the future, you agree not to attempt to obstruct or obscure the unsubscribe feature or any other part of the QikID Wrapper.

3.8 AGE VERIFICATION

When using QikSKAN to scan ID's of your patrons you accept that age verification of your patrons is your sole responsibility. You understand that only the "Enrol" process (as opposed to "ID Scanning Mode" process), where the venue is operating in full validation mode, will enforce that enrolled patrons are over the age of 18 years. You also accept and understand that the quality of the source ID is outside of QikID's control. You understand and accept that QikID accepts no liability for you allowing a underage patron into your venue and you hereby agree to hold QikID PTY LTD harmless in the event that you do allow an underage person into your venue.

3.9 IDENTIFYING BANNED / WATCHED / VIP PATRONS

QikID provides venues with a number of modes to identify patrons as they enter your venues, some methods are faster than others however the slower methods are more reliable:

Enrolment Method. This is QikID's recommended mode of operation. When patrons enter, if they have not entered any of our venues before, they will have their ID scanned on QikSKAN, full details (including contact details and a photograph) are validated by the system and the operator is required to verify and correct information as necessary. A full enrolment takes approximately 30 seconds however may take longer depending on network speed, computer speed, operator competency and the like. Subsequent re-entries into a QikPASS venues can be performed with an issued QikPASS QR Code, which will take around 5 seconds, or by scanning the ID again and attempting to match the previous record, in which case the process will take around 15 seconds again dependant on conditions, in the case of matching ID it is your responsibility to ensure that the operator selects the correct person based on their ID.



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ID Scanning Mode with ID Checking. This method uses the "ID Scanning Mode" process in QikSKAN and always attempts to match patrons based on the information OCR extracted from the ID provided. The process takes around 15 seconds but is not guaranteed to match the patron to their previous entry as the OCR process cannot be 100% guaranteed.

ID Scanning Mode only. This method takes a photograph of the ID at the time of entry. QikID's systems then attempt to match a user based on the data extracted from their license by OCR. This is the least accurate method of operation however it is very fast at around 2 seconds per entry.

You understand that what mode you choose to operate in is solely your choice and you accept all liability for detecting banned / watched / VIP patrons as they enter your premises. You agree to hold QikID entirely harmless for any undetected entry of a patron with Banned, Watched or VIP status.