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Last Reviewed September 2019

## QikID PTY LTD TERMS AND CONDITIONS FOR USE OF QikID PRODUCTS

### 1 ALL USERS

These terms & conditions of use apply to all users of QikID products and services.

#### 1.1 Legally Binding

These terms and conditions of use are legally binding. By using QikID PTY LTD (hereafter known as QikID) systems, you agree to be bound by these terms and conditions of use. You acknowledge that failing to adhere to these terms and conditions of use 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 these terms and conditions of use 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. By then continuing to use QikID Systems after being notified of the change to the terms and conditions of use, you confirm your agreement to be bound by these 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 previously provided to QikID. You accept that it is your responsibility to keep these details up to date and to verify that they are correct, and in that respect, you hold QikID harmless for any loss suffered in the event you do not receive a communication due to incorrect details being recorded. All notifications 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](http://www.qikid.com).

#### 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 confirm your agreement to be bound by QikID's terms and conditions of sale which can be found at [www.qikid.com](http://www.qikid.com)

#### 1.6 QR Codes

You agree not to record another patron's 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 in the 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 any loss suffered due to the level of accuracy or inaccuracy 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. You acknowledge that biometric comparisons or tests performed by QikID are for indication purposes only, and that the results of which should be treated as such. You agree to hold QikID entirely harmless for any loss suffered due to the level of 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 loss suffered due to any down time or other service degradation experienced by yourself or others and acknowledge that such an event does not 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**.

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

#### 1.9 Data Deletion

As a Client operating a venue, you hereby agree to QikID's data deletion policy which can be found at [www.qikid.com](http://www.qikid.com)



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### 1.10 Terms and conditions to be binding on patrons

The Client operating a venue agrees that prior to a patron being scanned using the QikSKAN system or prior to a patron being allowed to use a QR Code to gain entry to the Client's venue, that it will first ensure that the patron formally acknowledges the terms and conditions of use of the QikID products and services as set out in Part 2 Patrons below. The Client agrees to indemnify QikID on a continuing basis for any loss suffered by QikID or in respect of any claims made against QikID by any such patrons as a consequence of a breach of this clause.

## 2 PATRONS

These terms and conditions of use 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 you 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 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 acknowledge and agree that by using the QR Code issued to you, QikID is thereby authorised to 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](http://www.qikid.com). You agree that QikID may send you notifications by email or SMS to notify you of promotions for which you are eligible.

### 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 disclosure the recipient of your private information becomes solely responsible for how that information is held and used, and you hereby agree to hold QikID harmless for any consequences thereof.

### 2.8 Data Deletion

As a patron of a venue operated by a Client of QikID, you hereby agree to QikID's data deletion policy which can be found at [www.qikid.com](http://www.qikid.com)

## 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 person's identification outside of QikID systems (e.g. asking to see the person's driver 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 therefor. QikID provides no guarantee as to the accuracy of any information delivered. You agree to hold QikID entirely harmless on a continuing basis for any and all claims, liability or cost, including damages, you receive or 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 these terms and conditions of use:

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 patron information such as their name, date of birth, email address, phone number, suburb or the like. In performing this function you agree to abide by the relevant Privacy and Data Protection legislation.

### 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 legitimate purposes as prescribed by the relevant Privacy and Data Protection legislation only

### 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 that person warrants such treatment.

#### 3.5.1 Guidelines for the Use of Ban Lists

You should only add a person to a ban list if that person is indeed banned from entering your venue for a valid reason under your common law rights.

In banning someone you accept all responsibility for the legitimacy or appropriateness of the ban. You acknowledge that the indication that you have banned the person in question will be visible on that person's QikID profile when that person presents at other venues, you thereby affirm that your banning of someone is not unreasonable and is justified.

#### 3.5.2 Guidelines for the Use of Watch Lists

You should only add a person to a watch list for a valid reason under your common law rights.

In adding someone to a watch list you accept all responsibility of the legitimacy of that act. You acknowledge that the indication that you have added the person in question to a watch list will be visible on that person's 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 that person is indeed treated as a VIP in your venue.

You should also be aware that adding an individual to a VIP list for marketing or other customer service purposes will most likely require that you obtain positive consent from that individual as required by the relevant Privacy and Data Protection legislation.

In adding someone to a VIP list you accept all responsibility of the legitimacy of the act. 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

#### 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 or to a particular list that person has 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 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 that person 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.



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### 3.5.5 QikID List Data

You acknowledge that it is your sole responsibility to maintain the data and lists within QikID systems'. 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 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 an underage patron into your venue and you hereby agree to hold QikID harmless for any loss suffered by you in the event that you do allow an underage person into your venue.

### 3.7 IDENTIFYING BANNED / WATCHED / VIP PATRONS

QikID provides venues with a number of modes to identify patrons as they enter your venues;

#### 3.7.1 QikSKAN

The ID scanner 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 the patron's licence by OCR.

If a patron has been issued a QR code during the enrolment process on the QikID Web Portal, which requires the patron's contact details, it can be used for subsequent re-entries.

#### 3.7.2 QikDETEKT

Images are collected from the venues' CCTV system or other image capture devices. QikID's systems then attempt to match a user based on the data extracted from the patron's biometrics information.

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 loss suffered due to any undetected entry of a patron with Banned, Watched or VIP status.