

Terms used in this agreement.

- QR Coding Systems Australia will be referred to as QCSA
- Services refers to the services provided by the QrCodeIt.net website.

1.1 Fees for Services.

You agree to pay to QCSA any fees for each Account you purchase or use, in accordance with the pricing and payment terms presented to you for that Account. Where applicable, you will be billed using the billing method you select through your account management page. If you have elected to pay the fees by credit card, you represent and warrant that the credit card information you provide is correct and you will promptly notify QCSA of any changes to such information. Fees paid by you are non-refundable, except as provided in these Terms or when required by law.

1.3 Price Changes.

QCSA may change the fees charged to you for the Services at any time, provided that, for Subscriptions, the change will become effective only at the end of the existing subscription period. QCSA will provide you with advance notice of any change in fees.

2.1 Privacy

In the course of using the Services, you may submit content to QCSA (including your personal data and the personal data of others) or third parties may submit content to you through the Services (all of the above will be referred to as your "Content").

We know that by giving us your Content, you are trusting us to treat it appropriately.

You in turn agree that QCSA may use and share your Content in accordance with all applicable data protection laws.

2.2 Confidentiality

QCSA will treat your Content as confidential information and only use and disclose it in accordance with these Terms.

QCSA may disclose your Content when required by law or legal process, but only after QCSA, if permitted by law, uses commercially reasonable efforts to notify you to give you the opportunity to challenge the requirement to disclose.

3.1 You Retain Ownership of Your Content.

You retain ownership of all of your intellectual property rights in your Content.

QCSA does not claim ownership over any of your Content.

These Terms do not grant us any licenses or rights to your Content except for the limited license described in these Terms.

3.2 Limited License to Your Content.

You grant QCSA a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content, but only for the limited purposes of providing and improving the Services and as permitted by the QCSA privacy notices. This license for such limited purposes continues even after you stop using our Services, with respect to aggregate and de-identified data derived from your Content and any residual backup copies of your Content made in the ordinary course of QCSA's business (subject to our retention policies). This license also extends to any trusted third parties we work with to the extent necessary to provide and improve the Services.

3.3 Representations and Warranties.

You represent and warrant that:

- (a) you own or control the appropriate rights in and to your Content, including any intellectual property owned by third parties; and
- (b) you will not submit, upload, or otherwise make available via the Services, any Content or materials that are in breach of our Acceptable Uses Policy.

3.4 Responsibility for Your Content.

The Services may display content not owned by QCSA but by others.

The entity that makes such content available is responsible for it.

You are responsible for your Content, and you must ensure that you have all the rights and permissions needed to use that Content in connection with the Services. QCSA is not responsible for any actions you take with respect to your Content, including sharing it publicly. Subject to applicable law, QCSA is not liable for your Content, any other third-party content or materials, or any loss or damage resulting from your use of, or reliance on, such Content or other third-party content or materials. You acknowledge that, to ensure compliance with legal obligations,

QCSA may be required to review certain of your Content submitted to the Services to determine whether it is illegal or whether it violates these Terms (such as when unlawful content is reported to us).

We may also modify, prevent access to, delete, or refuse to display your Content that we believe violates the law or these Terms.

In the event your Content includes third-party brands, logos or other source identifiers, we may require you to submit a statement of non-affiliation before you may use such Content in connection with the Services.

However, QCSA otherwise has no obligation to monitor or review any content submitted to the Services.

4.1 Third Party Resources.

QCSA may publish links in its Services to internet websites maintained by third parties. QCSA does not represent that it has reviewed such third party websites and is not responsible for them or any content appearing on them.

Trademarks displayed in conjunction with the Services are the property of their respective owners.

5.1 Password Security.

If you have been issued an account by QCSA in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account.

You, and not QCSA, are responsible for any activity occurring in your account (other than activity that QCSA is directly responsible for which is not performed in accordance with your instructions), whether or not you authorized that activity.

If you become aware of any unauthorized access to your account, you should notify QCSA immediately.

5.2 Email and Account Details.

QCSA occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate.

5.3 Backing up data.

You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, QCSA will not be liable for any failure to store, or for loss or corruption of, your Content.

5.4 Account Inactivity.

QCSA will delete your account and delete any Content contained in it at or after the following periods after an account has expired :

Free Account : 1 month.

Paid Subscription : 6 months.

6.1 Legal Status

If you are an individual, you may only use the Services if you have the power to form a contract with QCSA. If you do not have the power to form a contract, you may not use the Services. If you are not an individual, you warrant that you are validly formed and existing under the laws of your jurisdiction of formation, that you have full power and authority to enter into these Terms, and that you have duly authorized your agent to bind you to these Terms.

6.2 Minors.

“Minors” are individuals under the age of 13

(or under a higher age as provided in certain countries and territories).

None of the Services are intended for use by Minors.

If you are a Minor in your place of residence, you may not use the Services.

By using the Services, you represent and warrant that you are not a Minor.

7.1 Legal Compliance.

You must use the Services in compliance with, and only as permitted by, applicable law. The use of our Services in conjunction with other tools or resources in furtherance of any of the unacceptable uses described herein is also prohibited. In the event of any violation of these terms, QCSA may, at its sole discretion, do one or more of the following:

- suspend (temporarily or permanently) or terminate your use of the Services;
- block your access to the Services;

- remove or delete content from your account(s);
- communicate such violation to impacted third parties and/or law enforcement authorities

(where appropriate and subject to applicable law).

7.2 Your Responsibilities.

You are responsible for your Content, Customer Data, conduct, and communications with others while using the Services.

You must comply with the following requirements when using the Services.

If we become aware of Content or Customer Data that falls outside the bounds of what is acceptable under this policy, we may remove it and report it.

We also take steps to prevent uses of our Services that are contrary to the spirit of this policy.

(a) You may not use the Services to commit an unlawful activity; use the Services for activities where use or failure of the Services could lead to physical damage, death, mental harm, or personal injury.

(b) You may not provide any individual under the age of 13

(or under a higher age as provided in certain countries or territories) with access to the Services.

(d) You may not misuse our Services by interfering with their normal operation or attempting to access them using a method other than through the interfaces and instructions that we provide.

(f) Unless authorized by QCSA in writing, you may not probe, scan, or test the vulnerability or security of the Services or any QCSA system or network.

(g) Unless authorized by QCSA in writing, you may not use any automated system or software to

extract or scrape data from the websites or other interfaces through which we make our Services available.

(i) You may not store or transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.

(j) You may not use the Services to infringe the intellectual property rights of others.

(k) Unless authorized by QCSA in writing, you may not resell or lease the Services.

(m) We may offer content like images or video that are provided by third parties.

You may use that material solely in your Content or Customer Data.

QCSA may modify or revoke that permission at any time in our sole discretion.

In using such material, you may not imply that your Content, Customer Data, or use of the Services are affiliated with or run or endorsed by any company, product, brand or service depicted in that material unless you have obtained their permission.

(n) You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns of reasonable users similar to you,

including any usage that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users.

QCSA will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to QCSA which no longer causes such adverse effects.

(o) You must use a valid email address to register an account.

You may not register accounts using a disposable or temporary email address, "bots," or other unauthorized automated methods.

(p) You may not host or transmit content that is or contains false, inaccurate, or intentionally deceptive information that is likely to cause harm to the public or adversely affect the public interest (including health, safety, election integrity, and civic participation).

(q) If QCSA determines, in its sole discretion, that your usage of the Services causes damage to our brand or reputation, or results in an excessive volume of

complaints, QCSA, has the right to suspend or terminate your use of our websites and the Services.

7.3 Privacy and Impersonation

Users provide responses and information with the expectation that their information will be handled respectfully and not abused.

Accordingly, you are responsible for complying with all applicable data protection laws and regulations with respect to any data that you submit to or collect through our Services. You may not impersonate others when using the Services or collecting information.

7.4 Violence and Hate Speech

We remove Content or Customer Data and may report information related to that Content or Customer Data to law enforcement authorities if we become aware of, or believe that, a genuine risk of harm or threat to public safety exists.

Our Services may not be used to directly or indirectly threaten or attack others, or to organize or incite violence, harassment, terrorism, or property damage.

Our Services may not be used for hate speech, or to promote or fund such acts.

Examples of hate speech include attacking or advocating for the abuse or exclusion of people based on their ethnicity, national origin, political or religious affiliations, gender, age, sexual orientation, genetic predisposition, disability, medical or physical condition, veteran status, or any other protected classes under applicable law.

Our Services may not be used to promote, incite, or glorify self-harm or acts of terrorism.

7.5 Bullying, Harassment, and Criminal Activity

You may not use our Services to bully or harass others, in furtherance of any criminal activity, or in violation of any applicable law.

7.6 Pornography and Offensive Graphic Material

You may not include gratuitous graphic violent material or pornography in connection with the use of our Services.

We strictly prohibit and report to law enforcement any display of sexual or pornographic content (including in cartoon form) involving minors.

7.7 Intellectual Property Infringement

Please respect the intellectual property rights of others.

You must have the appropriate rights to use any Content or Customer Data.

It is your responsibility to determine what rights you need, to obtain and maintain those rights, and to understand how you are permitted to exercise those rights.

8.1 Disclaimers.

While it is in QCSA's interest to provide you with a great experience when using the Services, there are certain things we do not promise about them.

We try to keep our online Services up, but they may be unavailable from time to time for various reasons.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ANY GUIDANCE OR RECOMMENDATIONS THEREIN ARE PROVIDED "AS IS" AND QCSA DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REPRESENTATIONS REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.

8.2 Exclusion of Certain Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, QCSA (INCLUDING ITS AFFILIATES AND ITS AND THEIR OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS,

AND LICENSORS) WILL NOT BE LIABLE FOR (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF QCSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8.3 Limitation of Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF QCSA (INCLUDING ITS AFFILIATES AND ITS AND THEIR OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS WILL NOT EXCEED THE LESSER OF: (A) THE AMOUNTS PAID BY YOU TO QCSA FOR USE OF THE SERVICES AT ISSUE DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY; AND (B) US\$200.00.

IN COUNTRIES WHERE THE ABOVE TYPES OF EXCLUSIONS AND/OR LIMITATIONS ARE NOT PERMITTED BY LAW, WE ARE RESPONSIBLE TO YOU ONLY FOR YOUR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE ALL REASONABLE SKILL AND CARE OR THAT DIRECTLY RESULT FROM A MATERIAL BREACH OF THESE TERMS.

8.4 Indemnification.

If you are a business, you will indemnify and hold harmless QCSA (including its affiliates and its and their officers, agents, and employees) from all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding or in connection with your or your end users' use of the Services or breach of these Terms, to the extent that such liabilities, damages and costs were caused by you or your end users.

9.1 Who you are contracting with.

Unless otherwise noted, the Services are provided by, and you are contracting with, QR CODING SYSTEMS AUSTRALIA. ABN : 86 155 780 437

10.1 Operative Legal Jurisdiction.

All legal claims relating to QCSA will be made within the Australian Legal Jurisdiction. All legal meetings must occur within the state of Victoria in Australia.