

Qkr Terms

END USER LICENCE AGREEMENT

This End User License Agreement ("Agreement") is a binding legal contract between you and Mastercard Asia/Pacific Pte Ltd (ABN [53 143 050 043](#)) ("Mastercard"). By downloading, installing, accessing or using Qkr (the "Application" or "Qkr"), a software application that allows you to order and purchase products and services from Qkr-enabled merchants ("Qkr Merchants"), you agree to comply with and will be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, Mastercard is not willing to grant you any right to use or access the Application. In such event, you may not download, install, access, use or copy the Application or any content located therein.

- **Changes to Agreement Terms.** Mastercard reserves the right to change the terms of this Agreement at any time. You will be notified if there has been a change to the Agreement terms. If you continue to use the Application 14 days after receipt of such notice, you will be taken to have agreed to the amended terms. Your continued use of the Application 14 days following the notification of such changes signifies your acceptance of the modified Agreement terms.
- **Continuance of Terms.** The Agreement, as amended, will remain in full force and effect while you use the Application. Even after you have deleted the Application, or Mastercard has terminated or suspended the license granted to you below, the balance of the Agreement will remain binding on you. Mastercard reserves the right to amend or change the Agreement, the Application or its content in any way or withdraw the Application at any time.
- **Privacy.** MasterCard recognizes the importance of respecting the privacy of those who visit its websites and use its applications. The MasterCard Qkr! Mobile App Privacy Notice (linked below) provides a description of how MasterCard collects, uses, shares and protects personal information of its users, as well as the choices and access rights users have in regards to such personal information in connection with Qkr!. Please carefully review the privacy notice associated with the Application, available [here](#). For more information on MasterCard's privacy practices and to review our [Global Privacy Notice](#).
- **Setting up Your Qkr Account.** You may register for Qkr by providing Mastercard with the information set forth on the Qkr registration pages, including a valid email address and mobile phone number, sign-in message, and password. You may then store payment information (card nickname, cardholder name, card number, expiration date, and security code), billing information and other information for your credit or debit cards (each a "Card") for card-on-file payment via Qkr along with other information indicated on the Qkr registration page. All of the information for your Card and related information are collectively referred to as your **"Payment Information."**
- **Protecting Your Information.** You are responsible for keeping your Qkr password secure and for all activities that occur through Qkr, including the activities of others and regardless of whether such activities are authorized. You agree to immediately notify Mastercard of any breach or unauthorized use of your Qkr account. Mastercard reserves the right to require you to change your password(s) if Mastercard believes your password(s) is no longer secure. Neither Mastercard nor its agents will be liable for any loss or damages of any kind that may arise as a result of the unauthorized use

of your Qkr account or any Payment Information, either with or without your knowledge; however, you may be held liable for any losses incurred by Mastercard or another party due to someone else using your Qkr account or Payment Information.

- You are solely responsible for maintaining up-to-date and accurate information pertaining to your Qkr Account, including without limitation all Payment Information. **MASTERCARD DOES NOT REPRESENT OR WARRANT THE AUTHENTICITY, VALIDITY, ACCURACY OR COMPLETENESS OF THE PAYMENT INFORMATION MASTERCARD TRANSMITS ON YOUR BEHALF.**
- **Purchases.** Qkr is an application through which you may order and purchase products through your browser and/or your mobile device from Qkr Merchants for collection or delivery from a physical location. When you make a payment within Qkr, your purchase becomes non-reversible by you and Mastercard will transmit your selected Payment Information from your Qkr account to the Qkr Merchant from which you are making your purchase. After the Qkr Merchant receives your Payment Information, it will submit the transaction for processing (as usual). Each transaction is a contractual relationship directly between you and the Qkr Merchant and is non-refundable by Mastercard. Mastercard is not involved in processing your transaction and has no liability to you with respect to such transaction or the Qkr Merchant. See Resolution of Transaction Issues below regarding your potential avenues for recourse in the event you wish to reverse or about a refund with respect to a purchase made through Qkr. Moreover, Mastercard is not responsible for the products or services that may be offered or obtained through Qkr or for the accuracy, completeness, or reliability of any information obtained through Qkr with respect to such products, services or the Qkr Merchant.
 - **MASTERCARD DOES NOT REPRESENT OR WARRANT THAT THE DESCRIPTIONS OR TERMS AND CONDITIONS OF PRODUCTS OR SERVICES OFFERED BY A QKR MERCHANT FOR PURCHASE THROUGH QKR ARE ACCURATE OR COMPLETE.**
 - By using Qkr to purchase products or services from a Qkr Merchant, you hereby authorize Mastercard to charge the payment instrument you selected to use for that transaction (“Payment Instrument”). This charge will appear on your Payment Instrument’s statement identified as a charge by the Qkr Merchant. You may receive a digital transaction receipt from the Qkr Merchant, which will be accessible through Qkr on your mobile device; provided however, that Mastercard and the Qkr Merchants are under no obligation to provide you with a receipt or other written confirmation in connection with charges made through Qkr.
- **Use of Your Payment Information.** You are solely responsible for ensuring your use of Qkr complies with the terms and conditions that govern your Cards that you store in and use through your Qkr account. You also are responsible for all charges and/or debits to your Cards that result from transactions made using your Payment Information transmitted by Qkr, and any fees that the issuers of your Cards may charge in connection with such transactions. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your Payment Information transmitted by Qkr and you shall comply with any and all applicable tax laws in connection therewith.
 - Mastercard is not a bank or a money services business as defined by the United States Department of Treasury and does not offer those services. Mastercard does not issue Cards of any kind. Any and all questions or issues

regarding any of your Cards should be directed to the bank or financial institution that issued your Card and not to Mastercard. MASTERCARD MAKES NO REPRESENTATIONS THAT YOUR CARDS ARE VALID OR IN GOOD STANDING OR THAT THE PARTIES WHO ISSUED YOUR CARDS WILL APPROVE OR HONOR YOUR REQUESTED TRANSACTIONS.

- **Resolution of Transaction Issues.** If you have any concerns with respect to any transaction made using Qkr, you must contact the merchant with which you entered into that transaction. You may also have certain rights and protections that are provided to you under your agreement with the bank or financial institution that issued your Card or under applicable law with respect to the charges for transactions made to your registered credit or debit Card. Consult your agreement with your Card's issuer for details.
- **Modifications to Qkr.** While Mastercard currently makes Qkr available free of charge, Mastercard may in the future charge for Qkr (or additional features or functionality) at any time, in its sole discretion. Mastercard may also discontinue, modify, or change Qkr, or Mastercard's services and systems at any time. Such changes may require you to update your Payment Information or other information related to your Qkr account in order to continue using Qkr. Mastercard will have no liability or obligation to you with regard to any modifications or changes it makes to Qkr or Mastercard's services or systems.
- **Intellectual Property Ownership.** The Application is licensed to you, not sold. Except for the limited license granted in this Agreement, Mastercard and its licensors retain all right, title and interest in and to the Application and all proprietary rights in the Application and all content set forth therein, including copyrights, patents, trademarks and trade secret rights.
- **Grant of License.** So long as you comply with this Agreement, Mastercard grants you a limited, nonexclusive, as-is, revocable, non-transferable license, without right of sublicense, to use the object code version of the Application solely for the purpose of making purchases from Qkr Merchants.
- **Limitations On License.** The license granted to you in this Agreement is restricted as follows:
 - **Limitations on Use and Misuse.** You may not gain access to or use (including, without limitation, copy or distribute) Mastercard's services or systems or the Application other than as permitted hereunder, or damage, disrupt, or impede the operation of Mastercard's services or systems.
 - **Limitations on Reverse Engineering and Modification.** Except as expressly permitted by this Agreement, and except to the extent that applicable laws (including the Copyright Act 1968 (Cth)) prevent Mastercard restraining you from doing so, you may not reverse engineer, decompile, disassemble, modify or create works derivative of the Application or any content set forth therein.
 - **Sublicense, Rental and Third Party Use.** You may not assign, sub-license, rent, timeshare, loan, lease or otherwise transfer the Application, your Qkr account, or directly or indirectly permit any third party to use or copy the Application or your Qkr account.
 - **Proprietary Notices.** You may not remove any proprietary notices (e.g., copyright or trade mark notices) from the Application.
 - **Use in Accordance with Documentation.** All use of the Application must be in accordance with its then current documentation.

- **Compliance with Applicable Law.** You are solely responsible for ensuring your use of the Application is in compliance with all applicable foreign, federal, state and local laws, and rules and regulations.
- **Capacity.**
 - You must be lawfully able to enter into contracts. You are solely responsible for evaluating and selecting the goods and services which you order and purchase using the Application. All such goods and services are sold or licensed or provided solely by the Qkr Merchant who offers the relevant goods and/or services for sale or affiliates, agents or sub-contractors of such Qkr Merchant, not Mastercard, under such terms and conditions as determined by such vendors and, to the fullest extent permitted by law, Mastercard has no liability whatsoever in connection with such goods and services.
 - To the extent you use the Application to provide personal information or data about yourself or other individuals (for example, your child), as may be requested by the Qkr Merchant offering the goods and/or services in connection with which such information is being requested, you must be able to lawfully (a) provide such information and data, and (b) consent to its processing and usage as contemplated by the Qkr Merchant in connection with such goods and/or services (including, for the avoidance of doubt, Mastercard providing or making such information and data available to the Qkr Merchant for such purposes). You are solely responsible for the information and data you provide through the Application. All such information and data will be provided to the Qkr Merchant offering the relevant goods and/or services in connection with which such information or data is being requested, and will be used by that Qkr Merchant or by the affiliates, agents or sub-contractors of that Qkr Merchant, under such terms and conditions as determined by such vendors and, to the fullest extent permitted by law, Mastercard has no liability whatsoever in connection with the use of such information and data by such Qkr Merchant or the affiliates, agents or sub-contractors of such Qkr Merchant.
- **Termination.** This license will automatically terminate in the event you breach any of its terms. In the event of a claim of intellectual property infringement by any third party relating to the Application, Mastercard may immediately terminate this Agreement.
- **Location-Enabled Features.** Certain location-enabled functionality and information may be made available in the Application. You must exercise your own judgment as to the adequacy and appropriateness of the information. To the extent permitted by law, all location-based information is provided entirely "as is" without warranties of any kind.
- **Warranty Disclaimer.** The Application and all content therein is made available to you by Mastercard on an "as available", "as is" basis. As a consumer, you have certain rights under consumer protection legislation, including the Australian Consumer Law (referred to below as "Consumer Rights"), which cannot be excluded or limited by Mastercard. Your Consumer Rights may include statutory guarantees that any services supplied to you will be provided in a timely manner and with reasonable care and skill, and will be fit for any notified purpose. Nothing in the Agreement is intended to exclude restrict or modify your Consumer Rights. However, to the extent that it is permitted by law to do so, and except as contained in your Consumer Rights, Mastercard makes no representations or warranties, express or implied, whatsoever

with respect to the availability, performance, security, characteristics or operation of the Application.

- **Third Parties.**

- Your wireless carrier, the manufacturer and retailer of your mobile device, the developer of the operating system for your mobile device, and the operator of any application store or similar service through which you obtain the Application (collectively, the "Third Parties") are not parties to this Agreement and they do not own and are not responsible for the Application. You acknowledge and agree that: (i) the Third Parties have no responsibility whatsoever to furnish any maintenance and support services with respect to the Application; (ii) in the event of any failure of the Application to conform to any applicable warranty, you may notify the Third Parties and the Third Parties will refund the purchase price (if any) you paid for the Application; (iii) to the maximum extent permitted by applicable law, the Third Parties will have no other warranty obligation whatsoever with respect to the Application, and the Third Parties are not be responsibility for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty; (iv) the Third Parties are not responsible for addressing any claims that you or any third party make relating to the Application or your possession and/or use of the Application including: (A) product liability claims; (B) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (C) claims arising under consumer protection or similar legislation; (v) the Third Parties will have no responsibility whatsoever for the investigation, defense, settlement or discharge of any third party claim that the Application infringes that third party's intellectual property rights; (vi) you will comply with any relevant third party terms of agreement when using the Application; and (vii) the Third Parties and their subsidiaries are third party beneficiaries of the Agreement and, upon your acceptance of the Agreement, each of the Third Parties will have the right (and will be deemed to have accepted the right) as a third party beneficiary to enforce the Agreement against you.
- The Application may contain third party content ("Third Party Content") and links to third party sites ("Third Party Sites") that are completely independent of the Application and not owned or controlled by Mastercard. Third Party Content and links to Third Party Sites are included solely for the convenience of users and do not constitute any approval, endorsement or warranty by Mastercard. Moreover, Mastercard is not responsible for the content, security, operation, or use of any Third Party Content or Third Party Sites, or the products or services that may be offered or obtained through them or for the accuracy, completeness, or reliability of any information obtained from any Third Party Content or Third Party Sites. When you click on a link to a Third Party Site, you will leave the services controlled by Mastercard. Any personal information you submit after you leave the Application will not be collected or controlled by Mastercard. It will be subject to the privacy notice or terms of use applicable to the Third Party Site. It is your responsibility to review those policies before submitted your information to the Third Party Site and you provide your information at your own risk. You expressly relieve MASTERCARD from any and all loss, damages or other liabilities you incur as a result of your ACCESS TO OR use of any THIRD PARTY SITE.

- You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- Mastercard is solely responsible for addressing any questions, comments or claims relating to the Application and your use of the Application. If you have any comments, questions or complaints relating to the Application, please contact us by sending an e-mail to: qkr@Mastercard.com.
- **Limitation Of Liability.** To the fullest extent permitted by law and subject to your Consumer Rights:
 - in no event will Mastercard or its suppliers/licensors be liable to you or any third party for any special, incidental, consequential, punitive, or indirect damages (whether in contract, tort (including negligence), or otherwise) or any lost profits, lost data or business interruption, arising in connection with the use or inability to use the Application, even if Mastercard has been advised of the possibility of such damages;
 - Mastercard will not be responsible or liable (whether in contract or otherwise) for any (i) interruption of business; (ii) access delays to, access interruptions to, suspension of or discontinuation of the Application; (iii) data non-delivery, mis-delivery, corruption, destruction or other modification; (iv) use or misuse of personal information or data by any Qkr Merchant; (v) loss or damages of any sort incurred as a result of dealings with the Application; (vi) viruses, system failures or malfunctions which may occur in connection with your use of the Application; (vii) any inaccuracies or omissions in content; or (viii) events beyond Mastercard's reasonable control except to the extent any such events are due to the breaches by Mastercard of this End User License Agreement or Mastercard's willful misconduct or negligence; and
 - you are solely responsible for your use of the Application and Mastercard will not be liable for any loss or damage you incur which is caused by your use of the Application in breach of the terms of this Agreement or due to your fault or negligence.
- **General.** This Agreement is governed by and shall be construed in accordance with the laws of the State of New South Wales, Australia without giving effect to any principles of conflicts of law. You and Mastercard submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising in connection with this Agreement, its performance or subject matter. This Agreement constitutes the entire understanding and agreement between Mastercard and you with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. In the event any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement will remain valid and enforceable according to its terms. Any failure by Mastercard to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. The disclaimers and limitations of liability will survive any termination or expiration of this Agreement.

Last Updated: August 31, 2018