

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

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.

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

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 O cugtectf ø'ugtægu'cpf "u{ ugo u'cv'cp{ "vø g0Uwej " 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 S nt"qt"O cugtectf ø'ugtægu'qt"u{ ugo u0

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.

- **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

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 may have with respect to the Application.

- 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 countries; and (iii) you are not located in any of the following countries: Cuba, Iran, North Korea, Sudan, Syria, and Crimea or the recently announced Donetsk People's Republic.
- 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.