

QUASARSCAN LIMITED: END USER AGREEMENT

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING OR USING THIS SOFTWARE, YOU AGREE TO THE TERMS OF THIS END USER AGREEMENT.

IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THE SET TERMS.

IF YOU DO NOT AGREE TO THESE TERMS:

- DO NOT DOWNLOAD, INSTALL, COPY, ACCESS OR USE THIS SOFTWARE, AND
- PROMPTLY RETURN THIS SOFTWARE AND PROOF OF ENTITLEMENT TO THE PARTY FROM WHOM YOU ACQUIRED THEM

1. Introduction

1.1 You must accept this end user agreement (**End User Agreement**) before accessing and using the Services provided under this End User Agreement or accessing any related services.

1.2 Before accessing or using the Services or any related services you agree to be bound by the terms and conditions of this End User Agreement. The Reseller shall provide you with a copy of (or details of how to access) the terms of this End User Agreement prior to you accessing the Services.

1.3 By accessing the Services, you consent to be bound by the terms and conditions of, and are deemed to be a party to this, End User Agreement. If you do not agree with all of the terms and conditions of this End User Agreement, do not access the Services.

1.4 This End User Agreement is entered into by you as an end user of the Services and related services. You confirm that you have the authority to act on behalf of any entity for whom you are using the Services.

1.5 References to the "Reseller" in this End User Agreement are references to the third-party Reseller of the Services who supplied you with access to the Services and arranged for your entry into this End User Agreement (**Reseller**).

1.6 From time-to-time QuasarScan Limited (**QuasarScan**) may need to make changes to this End User Agreement. QuasarScan or the Reseller will notify you of any changes to this End User Agreement by email and you agree by continuing to access or use the Services or any related services to be bound by the updated terms and conditions.

2. Definitions

2.1 In this End User Agreement unless the context otherwise requires:

Beta Services means services of QuasarScan not generally available to customers (and which may or may not subsequently become generally available).

Data means any data or information obtained by you or for you through the access and use of the Services, and as the context allows, includes Third-Party Data.

Delete Notification means any notification from QuasarScan (or the provider of Third-Party Data) to delete Third-Party Data because that Third-Party Data is no longer publicly available.

Documentation means any documentation or information we make available to you in and around accessing and

using the Services.

Registered Users means the personnel of your organisation that access and use the Services (and the total number of which is specified by you at the time of ordering the Services).

Scheduled Maintenance means routine maintenance that is carried out at regular intervals for the purpose of releasing or updating versions of the Software or undertaking work to the Website.

Services means the services delivered through a **Statement of Work** (including access to and use of the Software, Documentation, Third-Party Data, and the Support Services). For the purpose of this Agreement, to use the Software includes to download, install, and access the Software and includes Upgrades and Updates that are installed during the Subscription Period.

Software means the "Cardholder Data" scanning software (and any related software) owned (or licensed) by QuasarScan and referred to as **Quasar**. Software may also include the additional features or functionality that can be accessed with a current subscription.

Subscriber means the main person who registers to access and use the Services and includes the entity or entities on behalf of whom that person enters into this End User Agreement.

Subscription Period means the length of time between a starting date and end date as agreed with the Reseller or QuasarScan.

Subscriber Application means a software application that is directly or indirectly used by you (regardless of whether provided by you or a third-party) for the purpose of interoperating with a Service.

Support Services means all access, support and maintenance services provided by the Reseller or QuasarScan (as applicable) in connection with the Services.

Third-Party Data means any data of or information about a third-party obtained by you or for you through the access and use of the Services.

Updates means updates to the content of the Software, including, without limitation, signature sets, policy updates, and database updates for the Software, and that are made generally available to QuasarScan's customer base as a part of the Support Services, and which are not separately priced or marketed by QuasarScan.

Upgrade means all improvements in the Software that are made generally available to QuasarScan's customer base as part of Support Services, and which are not separately priced or marketed by QuasarScan.

Website means <https://www.QuasarScan.com/> or such other site as notified by QuasarScan from time to time.

You means the Subscriber and, as the context permits, includes the Registered Users, and **your** has a corresponding meaning.

3. Services

3.1 Subject to compliance by you with this End User Agreement (as amended by QuasarScan from time to time):

- (a) QuasarScan grants to you, and you hereby accept from QuasarScan, a non-exclusive, non-transferable, and non-assignable right to access and use the Services for your own internal business purposes only (excluding the

commercialisation or exploitation of information technology products or services); and

(b) you hereby subscribe for the Services

4. Ownership and Intellectual Property Rights

4.1 The Services (and each part of them) are protected by copyright and other interests and are proprietary and confidential to QuasarScan (or its third-party licensors, suppliers and/or Resellers). All rights, title, and interest in and to the Services (and each part of them), including associated intellectual property rights, are and will remain vested in QuasarScan or its third-party licensors, suppliers, or Resellers (as applicable). These rights are protected by law and international treaties.

4.2 Except as specified in this End User Agreement, nothing contained in this End User Agreement confers on you any right or interest in, or license or permit to use, any of the intellectual property rights in the Services (or any part of them) or any other intellectual property rights owned by or proprietary to QuasarScan or any of its third-party licensors, suppliers, or Resellers.

4.3 You acknowledge and agree that:

(a) no obligation, warranty, undertaking or promise of QuasarScan in this End User Agreement shall apply in respect of any third-party software licensed to you (or QuasarScan for the purposes of fulfilling its obligations under this End User Agreement); and

(b) you shall comply (in all respects) with any restrictions of use in any agreement entered in respect of any third-party software used in connection with (or incorporated into) the Services.

4.4 Access to and use of the Data is subject to you not being in breach of this End User Agreement and this End User Agreement being in place.

5. Restrictions on Use

5.1 You may not license, assign, resell, share, pledge, rent or transfer any of your rights under this End User Agreement in relation to the Services or any part of them.

5.2 Except as expressly permitted by relevant copyright laws, no copying, redistribution, displaying, performing, reproducing, licensing, transferring or publication of the Services' (or any part of them) is permitted without express written permission of QuasarScan (which may be withheld at the sole discretion of QuasarScan). Any copy made remains subject to the provisions of this End User Agreement, and all titles, trademarks, copyright notices and other legends shall be reproduced on such copy.

5.3 You may not modify, translate, reverse engineer, decompile, disassemble, or create derivative works of the Services (or any part of them) or otherwise attempt to

(a) defeat, avoid, by-pass, remove, deactivate, or otherwise circumvent any software protection mechanisms in the Services (or any part of them), including, without limitation, any such mechanism (including the Website) used to restrict or control the functionality of the Services (or any part of them) or circumvent any contractual usage limit; or

(b) derive the source code or the underlying ideas, algorithms, structure, or organisation form of the Services (or any part of them); or

(c) frame or mirror any part of the Service (or its content), other than for your own internal business purposes (for no commercial gain or resale).

You will always, including during and after the term of this End User Agreement, keep the content of the Services (or any part of them) confidential.

5.4 You may not access the Service if you are a direct competitor of QuasarScan, except with QuasarScan's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes

5.5 In respect of your access to and use of the Services you will comply with all applicable laws and regulations and all guidelines, procedures and policies notified by QuasarScan and/or the Reseller from time to time.

5.6 Without detracting from any other rights, QuasarScan reserves the right to modify, amend or cease to offer any of the Services (or any part of them) upon providing you with five days prior notice.

5.7 Not Applicable.

5.8 You acknowledge that QuasarScan and the Reseller is not responsible for, and has no liability in respect of, the Data or how you use the Services. For the avoidance of doubt this includes how you configure the Services to obtain Data and how you extract, use, store, and access Data whether through a Subscriber Application or otherwise.

5.9 In connection with the Services, you agree as follows:

(a) only the Registered Users may access and use the Services;

(b) you will notify each Registered User of the terms of this End User Agreement and ensure that each of them strictly complies with its terms;

(c) you will always, including after the term of this End User Agreement, keep the Services and the content associated with them, together with all access details, including passwords and codes, confidential;

(d) you are solely responsible for the Data, the contents of your e-mail messages, attachments, and stored files and QuasarScan reserves the right to remove from its servers any content that may expose QuasarScan to potential liability (but for the avoidance of doubt a failure by QuasarScan to do so does not relieve you from responsibility);

(e) you may not distribute through the Services any attachments, documents or files that: (i) infringe on any copyright, patent, trade secret, trademark or other third-party proprietary rights; (ii) violate any law, statute, ordinance or regulation, including but not limited to any applicable privacy legislation, such as the New Zealand Privacy Act 1993; (iii) are defamatory, libellous or obscene; or (iv) contain viruses, trojan horses, worms, time bombs, or similar harmful programming routines;

(f) you may not use the Services for any unlawful purpose;

(g) you may not use the Services in a manner that may damage, disable, overburden or impair either the Services or the networks connected to the Services;

(h)	you may not attempt to gain unauthorised access to the Services, including but without limitation, through hacking or password mining; and	84	QuasarScan has in place for our own purposes policies and procedures to prevent data loss (and recovery) but does not make any guarantee around loss of Data and as such we expressly exclude any liability for any loss of Data.
(i)	you may not use the Services to collect personal information about third parties, including without limitation, e-mail addresses. You acknowledge and agree that the Reseller may enforce any term of this End User Agreement on behalf of QuasarScan.	85	Where you access the Services through a Subscriber Application you may download a copy of the Data, however you must on receipt of any Delete Notification delete any Third-Party Data identified in the Delete Notification and discard the Delete Notification after complying with it. Where requested by QuasarScan, you agree to supply QuasarScan with a certificate signed by an appropriately authorised person in your organisation confirming you have deleted the Third-Party Data identified in any Delete Notification.
5.10	QuasarScan may at its discretion use technology (including digital rights management protocols) or other means to protect the Services, protect its customers, or to prevent any breach of this Agreement.	86	Where you use a Subscriber Application, you grant QuasarScan permission to allow the provider of that Subscriber Application to access the Data as required for the interoperation of that Subscriber Application with the Service. If the provider of the Subscriber Application ceases to make the Subscriber Application available for interoperation with the corresponding Services, QuasarScan reserves the right to stop providing those Services without any refund or recourse from you. If QuasarScan has concerns around the security of your Subscriber Application, it may refuse to interoperate with your Subscriber Application until you address those security concerns.
6.	Access by Registered Users		
6.1	You are responsible for keeping all access information, including email addresses and log-on credentials, secret and secure. Without limiting the foregoing, you agree:		
(a)	not to allow any person other than Registered Users to access and use the Services;		
(b)	to ensure that Registered Users do not permit any other person to use their username or log-on credentials;		
(c)	not to disclose, or permit any Registered User to disclose, log-on credentials or any other information (such as security tokens or codes) that may allow any person (other than a Registered User) to gain access to and use of the Services; and	9.	Payment of Fees
(d)	to inform QuasarScan immediately of any known or suspected unauthorised access to and use of the Services.	9.1	In consideration of your use of the Services, you agree to pay to QuasarScan or the Reseller (as applicable and in the manner notified by them) the amount applicable to the Services option you have subscribed to as set out in the QuasarScan payment agreement (or accepted Statement of Work) between you and QuasarScan or the Reseller, as applicable, and amended from time to time by notice from either of them, together with any other costs and expenses payable by you in respect of the Services.
7.	Subsidiaries; Managing Parties		
7.1	Not applicable.		
8.	Data, Delete Notifications and Subscriber Applications	92	QuasarScan's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on QuasarScan's income. If QuasarScan is required to pay or collect any federal, state, local, goods and services tax or value-added tax on any fees charged under this End User Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on QuasarScan's net income, then such taxes and/or duties will be billed to and paid by you immediately upon receipt of QuasarScan or the Reseller's invoice and supporting documentation for the taxes or duties charged.
8.1	You acknowledge and agree that we may access or disclose information about you (including Data) to:		
(a)	comply with the law or legal proceedings served on us;		
(b)	enforce and investigate potential breaches of this End User Agreement or any other unauthorised use of the Services; or		
(c)	protect our rights, property, or the safety of our employees, customers, or the public.	93	You agree that your purchase of the Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by QuasarScan's regarding the future functionality or features.
8.2	To provide you with the Services (and improve on them), QuasarScan may also collect certain information about the performance of the Services and your use of the Services. QuasarScan may make use of such information to track usage and to better understand the use of the Services, improve, and revise the Services based on such usage, publish industry level statistics (whether to you or other subscribers) and for customer support services.	10.	Term
8.3	Title and associated intellectual property rights in the Data (other than Third-Party Data) remain your property. Access to and use of the Data is subject to you not being in breach of this End User Agreement. To the extent necessary to perform the Services you grant a non-exclusive licence to QuasarScan in respect of the Data (other than Third-Party Data).	10.1	This End User Agreement shall be in effect from the first time you access the Services and shall remain in effect for so long as you subscribe to the Services unless this End User Agreement is otherwise terminated.
		10.2	Unless expressly agreed otherwise by QuasarScan or the Reseller (on a case-by-case basis), this End User Agreement will automatically terminate upon the conditions in this End User Agreement or if you fail to comply with any term or condition of this End User

	Agreement, including failure to pay any applicable fees or charges.		deficiency in the Software, your sole remedy will be (at QuasarScan's option) the repair or replacement of the non-conforming Software (or part thereof) or a refund of the fee paid by you for such non-conforming Software (or part thereof).
103	Not applicable.		
104	You agree upon expiration or termination of this End User Agreement to immediately cease to access or use the Services and destroy all access codes or passwords related to the Services in your possession or under your control.	123	The above limited warranty will not apply if:
105	You may, at any time following the expiry of the minimum period applicable to your End User Agreement as agreed with QuasarScan or the Reseller (as applicable), cancel your subscription to the Services provided that you provide QuasarScan or the Reseller with at least thirty (30) days' written notice by e-mail to the following email address: info@QuasarScan.com and the date of termination corresponds with the last date of a payment cycle for the Services.		(a) the software is not used in accordance with this End User Agreement or any accompanying documentation;
			(b) the software or any part thereof has been modified by any entity other than QuasarScan; or
			(c) a malfunction in the software has been caused by any equipment or software not supplied by QuasarScan.
11.	Updates, New Versions and Beta Services	124	QuasarScan warrants that work performed to complete any Services will be performed by qualified personnel in a professional, workmanlike manner, consistent with the prevailing standards of the industry. In the event of a breach of the warranty in this clause 12.4, your sole remedy will be the re-performance of the work resulting in the non-conforming Services by QuasarScan.
11.1	QuasarScan may provide updates to or new versions of the Services (or any part of them) and reserves the right to take down access to the Services (including applicable servers hosting the Software and/or Data) to conduct Scheduled Maintenance or for any other reasons outside QuasarScan's reasonable control, including denial of service attacks. QuasarScan will use reasonable efforts to perform Scheduled Maintenance outside of standard business hours and provide prior notification to its subscribers (including you). You agree to comply with QuasarScan's instructions in relation to any update or new version and QuasarScan and the Reseller will not be held liable for any upgrade to an update or new version of the Services (or any part of them).	125	QuasarScan does not represent that the Services (or any part of them) are error-free or will satisfy all your requirements. Nor does QuasarScan provide any warranties in respect of the accuracy, completeness, timeliness, or supply of information via the Website. The warranties in this clause 12 are in lieu of all other warranties in respect of the Services. To the maximum extent permitted under applicable law, all other warranties, conditions, and representations, whether express, implied, or verbal, statutory, or otherwise, and whether arising under this End User Agreement or otherwise are hereby excluded, including, without limitation, the implied warranties of merchantability, non-infringement and fitness for a particular purpose.
112	From time to time, QuasarScan may invite you to try Beta Services at no charge. You may accept or decline any such trial in your sole discretion. Beta Services will be clearly designated as such, for example as beta, pilot, limited release, preview, evaluation release or similar description. Beta Services are: (a) for evaluation purposes only; (b) not to be considered as Services; (c) unsupported; and (e) not guaranteed of ultimate release as Services, or if released, may be subject to additional terms. Any Beta Services under trial may be withdrawn by QuasarScan at any time. The warranties given by QuasarScan in clause 12 do not apply to Beta Services and they should be treated on an "as is – where is" basis.	13.	Limitation of Liability
12.	Warranties	13.1	If you suffer loss or damage as a result of any act or omission of QuasarScan and the Reseller arising out of or in connection with this End User Agreement, then all claims by you against QuasarScan and the Reseller whether in contract, equity, tort (including negligence), breach of statutory duty or otherwise) or any other theory of liability are limited in aggregate to the fees paid by you in the Subscription Period immediately prior to the act or omission giving rise to such claim.
12.1	QuasarScan guarantees that it has the full power and authority to grant the rights granted by this End User Agreement to you and that subject to you complying with the terms of this End User Agreement, the use of the Services by you will in no way constitute an infringement of any intellectual property rights of any third-party. In the event of a breach of the warranty in this clause 11, your sole remedy will be (at QuasarScan's option) the replacement of the infringing Services (or part thereof) with non-infringing Services, the modification of the Services so that they cease to be infringing, or the procurement of the right for you to continue using the Services in accordance with this End User Agreement.	132	Under no circumstances will QuasarScan, its third-party licensors, the Reseller, suppliers and distributors and its directors, officers and employees be liable, whether in contract, equity, tort (including negligence, breach of statutory duty or otherwise) or any other theory of liability for any direct or indirect: loss of profits, loss of revenue, loss of data, loss of anticipated savings; or for any indirect, special, or consequential loss whatsoever.
122	QuasarScan warrants that the then current, unmodified version of the Software provided by QuasarScan through the Services will operate in all material respects in conformity with the QuasarScan specifications applicable to such Software as notified to you in writing (Specifications). In the event of any breach of the warranty in this clause 12.2 or any other defect or	14.	Confidentiality
		14.1	Each party acknowledges that it may have access to confidential information and materials concerning the other party's business, technology, and/or products that is confidential to the other party (Confidential Information) by virtue of entering into the agreement, and through your use of the Services.
		14.2	Each party's Confidential Information is of substantial value to the party, which could be impaired if such information was disclosed to third parties or used in violation of this End User Agreement.

- 14.3 Each party agrees that it will not use in any way for its own account or the account of any third-party, such Confidential Information, except as authorised under this End User Agreement, and will protect Confidential Information at least to the same extent as it protects its own Confidential Information and to the same extent that a reasonable person would protect such Confidential Information.
- 14.4 Neither party may use the other party's Confidential Information except to perform its duties or exercise its rights under this End User Agreement.
- 14.5 The Confidential Information restrictions will not apply to Confidential Information that is
- (a) already known to the receiving party at the time of it was received by that party;
 - (b) becomes publicly available through no wrongful act of the receiving party;
 - (c) independently developed by the receiving party without benefit of the disclosing party's Confidential Information;
 - (d) has been rightfully received from a third-party not under obligation of confidentiality; or
 - (e) is required to be disclosed by law, provided the party compelled to disclose the Confidential Information provides the party owning the Confidential Information with prior written notice of disclosure adequate for the owning party to take reasonable action to prevent such disclosure, where reasonably possible.

Unless otherwise agreed to by both parties, upon termination of this End User Agreement, each party will return the other party's Confidential Information.

15. General

- 15.1 You agree that you have not received or have been offered any illegal or improper bribe, kickback, payment, referral fee, gift, or item of value from QuasarScan (or any of its employees or agents) and the Reseller in connection with this End User Agreement. Reasonable gifts or entertainment provided in the ordinary course of business do not violate the foregoing restriction. If you learn of any violation of this clause 15.1 you should notify QuasarScan by emailing info@QuasarScan.com
- 15.2 This End User Agreement is intended to confer benefits on the Reseller and the providers of Third-Party Data (together, the **Third-Party Beneficiaries**) for the purpose of Part 2 of New Zealand's Contract and Commercial Law Act 2017 (or, if applicable, any equivalent legislation in the jurisdiction in which the Services are being used), and a Third-Party Beneficiary will be entitled to enforce those provisions of this End User Agreement that confer a benefit on it.
- 15.3 This End User Agreement and the provision of the Services provided hereunder will be governed by New Zealand law and you agree to submit to the exclusive jurisdiction of the New Zealand courts in respect of any disputes or claims arising out of or in connection with the Services. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 15.4 This End User Agreement is personal to you and may not be assigned by you or otherwise dealt with by you without the prior written consent of QuasarScan. If you are not a natural person, any change of control in your corporate entity will be deemed an assignment. QuasarScan may

assign this End User Agreement at any time by notice in writing to you.

- 15.5 This End User Agreement constitutes the entire agreement between the parties with respect to the use of the Services and supersedes all prior or contemporaneous understandings regarding such subject matter.
- 15.6 If any of provision of this End User Agreement is determined to be illegal, invalid, or otherwise unenforceable, then to the extent, it shall be severed and deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.
- 15.7 No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of the End User Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the End User Agreement.
- 15.8 Any provision necessary for the interpretation or enforcement of this End User Agreement shall survive any expiry of termination.