

## **Q-ID PREMIUM SERVICE Terms of Service**

**1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE.** THIS IS A LEGAL AGREEMENT BETWEEN YOU ("YOU") AND Information Security Lab LLC. ("ISL"). BY COMPLETING THE REGISTRATION PROCESS AND CLICKING THE "I AGREE" BUTTON, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. The ISL Q-ID Premium Service ("Service") is provided to You under the following terms ("Terms"). These Terms, together with any end user license agreement, comprise the entire agreement between You and ISL and supersedes all prior agreements between You and ISL regarding the subject matter contained herein.

**2. USE OF SERVICE.** In order to use the Service You must: (1) provide all equipment and communications services, including a computer and modem, necessary to establish a connection to the Internet, (2) provide for Your own access to the Internet and (3) have installed a Information Security Lab Llc "Q-ID" client software on a device under own control.

In consideration for Your use of the Service, You agree to: (1) provide certain current, complete, and accurate information about You as prompted to do so by the Service and (2) maintain and update this information as required to keep it current, complete and accurate. All information requested on registrations shall be referred to as registration data ("Registration Data"). ISL or its suppliers will maintain Registration Data in accordance with these Terms and then current ISL privacy policy, available at [http://www.q-id.net/legal\\_information](http://www.q-id.net/legal_information). Should there be any conflict between these Terms and ISL's privacy policy, these Terms shall supersede the privacy policy.

**3. MODIFICATIONS TO TERMS AND SERVICES.** ISL reserves the right to make changes to these Terms by providing You with reasonable notice of the change either electronically or by posting notice of the change at [www.Q-ID.net](http://www.Q-ID.net). If You continue to use the Service more than thirty (30) days after notice of the change has been given, You shall be deemed to have accepted this change. ISL further reserves the right to modify or discontinue the Service with or without notice to You. ISL shall not be liable to You or any third party should ISL exercise its right to modify or discontinue Your use of the Service.

**4. REFUND AND CANCELLATION.** ISL provides no signed receipts since all transactions are performed via the Internet. A digital invoice will be ready to download after the payment , by logging into Your account.

It is Your responsibility to ensure this information remains current. No refunds are issued under any circumstances for any subscription term unless a separate refund policy is provided for by ISL during Your activation of paid Services. Canceling Your account (and recurring charges, if any) is Your sole responsibility. Cancellation of Your access to and use of paid Services can be performed by logging into Your account. Alternatively you can contact ISL by writing to info@q-id.net.

#### **5. USER ACCOUNT, PASSWORD, AND SECURITY.**

Once you register for the Service, You will receive a password and an account, needed to access the Service. You are entirely responsible if You do not maintain the confidentiality of your password and account. Furthermore, You are entirely responsible for any and all activities which occur under Your account. You may change your password at any time by following instructions in Your account settings. You agree to immediately notify ISL of any unauthorized use of Your account or any other breach of security of which You become aware.

All information to the Service, are moved through a secure channel (SSL), furthermore the information are encrypted at source on your device. You (the customer) are the sole owner of the own informations. \_ISL has zero knowledge about your data. ISL doesn't know the key that protect your data (you define that key -the MasterPassword- on Information Security Lab Llc "Q-ID" client software).

The only thing ISL knows for sure about your data, is how many encrypted cards you are syncing and when it happens.

ISL's servers contains your encrypted data blocks — not your userIDs, PINs, passwords nor even simple notes that you can write inside the cards: zero knowledge on your data.

**6. DATA STORAGE AND OTHER LIMITATIONS.** ISL assumes no responsibility

for the deletion or failure to store Your data or information. ISL retains the right, at ISL's sole discretion, to determine whether or not Your conduct is consistent with the letter and spirit of these Terms and may terminate Your use of the Service if Your conduct is found to be inconsistent with or You are in breach of these Terms or other agreements between You and ISL.

**7. NO RESALE OR COMMERCIAL USE OF THE SERVICE.** Your right to use the Service is personal to You. You agree not to resell or make any commercial use of the Service, without the prior express written consent of ISL.

**8. USER CONDUCT.** Your use of the Service is subject to all applicable local, state, national and international laws and regulations. You agree: (1) to comply with Irish and European law regarding the transmission of technical data; (2) not to use the Service for illegal purposes including but not limited to violation of any third party's intellectual property rights; (3) not to interfere or disrupt networks connected to the Service; and (4) to comply with all regulations, policies and procedures of networks connected to the Service. The Service makes use of the Internet to send and receive certain messages, information and data; therefore, Your conduct is subject to Internet regulations, policies and procedures. You agree not to transmit through the Service any unlawful, harassing, infringing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited. You will not interfere with another user's use and enjoyment of the Service or another entity's use and enjoyment of similar services. ISL may, at its sole discretion, immediately terminate your use of the Service should Your conduct fail to conform to these Terms.

**9. NO WARRANTY.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ISL HEREBY DISCLAIMS ALL WARRANTIES AND

CONDITIONS WITH RESPECT TO THE SERVICE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ISL DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ISL OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

**10. LIMITATION OF LIABILITY.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL ISL BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ISL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall ISL's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fees paid by You to ISL during the 12 month period preceding your claim. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

**11. INDEMNITY.** You shall indemnify and hold ISL and its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses

(including attorneys' fees and costs) arising out of or in connection with your use of the Service or breach of these Terms.

**12. THIRD PARTY CONTENT AND SERVICES.** As part of the capability of the Service, ISL may make available content obtained from third parties including third party files, databases and websites, or transmit content from third parties, to You ("Third Party Content") and provide You with links to specific third party websites ("Linked Sites") and access to other websites ("Other Sites") or information that enable You: (a) to access Third Party Content on Your Device; or (b) to acquire services provided by parties other than ISL ("Third Party Services") from such sites. Providing links to a website or otherwise making Third Party Content available to You, in no way implies that ISL endorses, is associated with or otherwise controls that site or the content on that site. ISL OFFERS YOU THESE FEATURES WITH YOUR CLEAR UNDERSTANDING, ACKNOWLEDGEMENT AND AGREEMENT THAT THE THIRD PARTY SERVICES, LINKED SITES, OTHER SITES, AND THIRD PARTY CONTENT ARE NOT UNDER THE CONTROL OF ISL, ARE IN NO WAY ENDORSED BY ISL, AND ISL IS NOT RESPONSIBLE FOR THE CONTENT, USE, TRANSMISSIONS, PERFORMANCE, OR NON-PERFORMANCE, of any such information, website or service, including without limitation the accuracy, timeliness, copyright compliance, legality, decency, or any other aspect of any data or service accessible via the Service. If You enter into agreements with third parties on the Internet, You will be responsible for complying with the terms and conditions of those agreements.

EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR JURISDICTION, ALL THIRD PARTY CONTENT, THIRD PARTY SOFTWARE AND ACCESS TO LINKED SITES AND OTHER SITES ARE PROVIDED OR MADE ACCESSIBLE BY ISL 'AS IS' AND 'AS AVAILABLE' AND ISL SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY THIRD PARTY CLAIMING BY OR THROUGH YOU, FOR ANY ISSUE RELATING TO THE LINKED SITES, OTHER SITES, THIRD PARTY CONTENT, OR THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION: (A) THE ACCURACY, TRANSMISSION, TIMELINESS OR CONTINUED AVAILABILITY OF SUCH THIRD PARTY SERVICES, THIRD PARTY SOFTWARE OR THIRD PARTY CONTENT; (B) THE PERFORMANCE OR NON-PERFORMANCE OF THE THIRD PARTY SOFTWARE OR THIRD PARTY SERVICES; OR (C) THE INTEROPERABILITY OF THE THIRD PARTY SERVICES OR THE THIRD PARTY

SOFTWARE WITH ALL OR A PORTION OF THE SOFTWARE. YOU SPECIFICALLY AGREE THAT ISL IS NOT RESPONSIBLE OR LIABLE FOR ANY VIRUSES, OR ANY THREATENING, DEFAMATORY, OBSCENE, TORTIOUS, OFFENSIVE OR ILLEGAL THIRD PARTY CONTENT OR FOR CONTENT THAT INFRINGES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR THE TRANSMISSION THEREOF. YOUR RECOURSE IN THE EVENT OF ANY SUCH CLAIM WITH RESPECT TO ANY THIRD PARTY SOFTWARE, THIRD PARTY SERVICE OR THIRD PARTY CONTENT, SHALL BE SOLELY AGAINST THE RELEVANT THIRD PARTIES.

**13. CONSENT TO USE OF DATA.** You agree that ISL may collect and use technical data and related information, including but not limited to technical information about Your Device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Service. ISL may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You.

**14. TERMINATION.** This Agreement shall terminate automatically without notice from ISL if you fail to comply with any of these Terms or other agreements between You and ISL, including any end user license agreement. Upon termination, You shall cease all use of the Service. ISL will have no obligation thereafter to continue to store Your data or information.

## **15. MISCELLANEOUS**

A. **Waivers of Default.** Waiver by either Party of any default by the other Party shall not be deemed a continuing waiver of such default or a waiver of any other default.

B. **Survival.** The terms, conditions and warranties contained in this Agreement that by their context and meaning are intended to survive the performance hereof by either or both Parties shall so survive the completion of performance, cancellation or termination of this Agreement.

C. **Governing Law and Dispute Resolution.**

The laws of the Republic of Ireland, excluding its conflicts of law rules, govern this

Agreement and your use of the Software. Your use of the Software may also be subject to other local, state, national, or international laws. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Agreement. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law and irrevocably consent to the jurisdiction and attorn of the courts located in the Dublin, province of Leinster, Republic of Ireland, for any such claims arising from or related to this Agreement.

The Parties specifically agree that, in the event that there is a dispute under this Agreement and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial.

D. Severability. If a provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather (unless a failure of consideration would result therefrom) the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly.

E. Language. If this Agreement is translated into a language other than English, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof. Unless, and only to the extent, prohibited by law in Your jurisdiction, any and all disagreements or disputes, mediation, or litigation relating to this Agreement shall be conducted in the English language, including without limitation any correspondence, discovery, submissions, filings, pleadings, oral pleadings and arguments, and orders or judgments.

F. Inconsistency. If there is any inconsistency between this Agreement and any software license or end user agreement, the provisions of this Agreement shall apply to the extent of the inconsistency. If there is any inconsistency between this Agreement and any software license or end user agreement provided in connection with any upgrades or updates to any software, the provisions of such other license or end user agreements shall apply to the extent of the

inconsistency.

G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. Notwithstanding the foregoing, other agreements between the Parties may govern the use of other components of the Software. There are no provisions, representations, undertakings, agreements, or collateral agreements between the Parties other than as set out in this Agreement.

H. All of the Brand Names and Trademarks found in the documents, web sites, Software, Service and related products are property of the respective owners.

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