

Terms & Conditions Of Use

Definitions

“us”, “we”, “QRStuff” means QR Code Generator Inc (an Isle Of Man corporation), the owner and operator of the QRStuff.com website to be found at <http://www.qrstuff.com> , and the holder of IP rights therein.

“QRStuff.com”, “website”, “site” means <http://www.qrstuff.com> and all content thereof

“Terms Of Use”, “TOU”, “Agreement”, “Terms” means this document

“you”, “your”, “user”, “subscriber” means the party agreeing to the Terms Of Use

“Service”, “Services”, “features” means the Services as described below.

Trademarks

The term "QRSTUFF" is a registered trademark of QR Code Generator Inc. The term “QR Code” is a registered trademark of DENSO WAVE INCORPORATED.

Description Of Services

For the purpose of this document, “Services” include, but is not limited to, the following, either collectively or individually:

- Access to the publicly available text and image content of the www.qrstuff.com website.
- The creation of QR codes on the QRStuff.com website.
- The creation of short URL’s based on the Qrs.ly domain name on the QRStuff.com website, whether encoded into a QR code or not.
- For free users and expired subscribers, access to the QR code creation tools, applications, features and facilities of the QRStuff.com website (as defined at the time on the website and in our policy documents).
- For current subscribers, access to the QR code creation, management, reporting and editing tools, applications, features and facilities of the QRStuff.com website (as defined at the time on the website and in our policy documents) during the pre-paid term of their current subscription period and including all renewed subscription periods whether they are done manually or automatically.

Acceptance Of Terms

Your use of the Services is subject to the following Terms of Use (TOU). Visiting or browsing the QRStuff.com website and/or using the Services is an acknowledgement of your acceptance of and agreement to the legally binding provisions of the Terms Of Use. If you do not agree to any or all of these Terms, you are not permitted to use the Services.

Modification

We reserve the right, at our sole discretion, to revise, change, modify or replace any of these Terms Of Use by updating this posting at any time with or without notice to you. We reserve the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof), impose limits on certain

features of the Services, and/or restrict your access to parts or all of the Services with or without notice to you at any time. You agree that we shall not be held liable to you or to any third party for any modification, suspension, discontinuance, restriction or limitation of the Service. You should visit this page from time to time to review the then current Terms and Conditions because they are binding on you. Your use of the Services following the posting of any changes to these Terms of Use constitutes your acceptance of those changes.

Service Eligibility

To be eligible to use the Service, you must meet the following criteria and represent and warrant that you:

1. Are 18 years of age or older;
2. Are not currently restricted or otherwise prohibited from using the Services,
3. Are not a competitor of QRStuff or are not using the Services for reasons that are in competition with us;
4. Will only maintain one QRStuff subscriber account at any given time;
5. Have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party;
6. Will not violate any rights of QRStuff, including intellectual property rights such as copyright or trademark rights; and
7. Agree to provide at your cost all equipment, software, and internet access necessary to use the Services.

If you do not meet any or all of these criteria, you are not permitted to use the Services.

User Classes

For the purpose of this document, the users of the Services are defined as follows:

“free user” means a user of the Services who has not completed the registration process (“Registration”) as outlined below and therefore is considered to be an “unregistered user”

“full subscriber” means a user of the Services who has completed the registration process (“Registration”) as outlined below, subscribed or renewed a subscription for a period of 1 month or longer, has received written confirmation from us that said registration request has been accepted, and a user account number has been issued to the registrant.

“trial subscriber” means a user of the Services who has completed the registration process (“Registration”) as outlined below, subscribed or renewed a subscription for a subscription term of no more than 24 hours, has received written confirmation from us that said registration request has been accepted, and a user account number has been issued to the registrant.

“current subscriber” means a subscriber who currently has full and open access to the features of the Services not made available to free users by virtue of a subscription payment having been successfully made on a past date by the subscriber and authorization for such access having been granted by us, in writing.

“expired subscriber” means a subscriber whose access to the features of the Services not made available to free users has been suspended subsequent to registration for no reason other than a payment has not been received from that subscriber to extend (renew) the access rights to those Services features beyond the previously advised date of expiry of their last subscription period, or the date of their initial Registration, whichever is the more recent of the two.

“registered user” means a user of the Services who has completed the registration process (“Registration”) as outlined below.

Registration

While some features of the Services are available to unregistered users, for broader access to the Services you must register with us by creating a user account. During registration, you are required to provide a valid email address and accurate, complete, and current information in all required fields. Should any of your own information change after submitting it to us, you are required to update that information as soon as possible. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account without notice and refuse any and all current or future use of the Services or any portion thereof.

Security

You are solely responsible for the activity that occurs on your subscriber account, and for keeping your account secure. To this end you agree to:

1. Keep your password secure and confidential;
2. Not permit others to use your account;
3. Refrain from selling, trading, or otherwise transferring your account to another party;
4. Refrain from charging anyone for access to any portion of your account, or any information therein.

You must notify us immediately of any breach of security or other unauthorized use of your Account. We will not be liable for any loss or damage from your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will we be liable, in any way, for any of your acts or omissions or those of any third party, including damages of any kind incurred as a result of such acts or omissions.

Fees & Payment

Some features of the Services require the payment of a fee. If you elect to avail yourself of these features, you shall pay all fees applicable to the subscription period that you choose. We reserve the right to change the payment terms and fees at our sole discretion, provided that any such change shall become effective at the end of the then-current term of your subscription.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment thereof. You agree to pay for any taxes that might be applicable to your use of the Service and payments you make to us.

By agreeing to these terms, you authorize us to make any reasonable and necessary inquiries to validate your account and financial information.

When subscribing, if you choose the plan which states “Auto Renewal” you agree that:

1. Where you register on a subscription basis (monthly, every 3 months, every 6 months, or annually (as applicable), you acknowledge and agree that this is a recurring payment and payments shall be made to QRStuff by the payment method you have nominated, until the subscription is terminated by you or by QRStuff.
2. The subscription fee will be billed at the beginning of your subscription and on each annual, bi-annual, quarterly or monthly renewal thereafter, dependent on the original subscription term

selected at registration, unless you cancel prior to the renewal date pursuant to the process set forth below.

3. You grant QRStuff's third party payment processor permission to automatically renew your subscription and charge your payment method up to five (5) days prior to the day on which your subscription is scheduled to end.
4. You may opt out of the automatic subscription renewal process at any time by visiting the My Subscription page in your subscriber account Control Panel and cancelling the current recurring payment agreement.
5. If the recurring payment agreement is cancelled within 24 hours of an associated subscription payment being made at the recurring payment rate, the expiry date of the subscription term purchased at the recurring payment rate will be adjusted on a pro-rata basis to reflect the difference in price between the recurring payment subscription rate and the one-off payment subscription rate, resulting in a reduction of the length of the subscription term. The following adjustments will apply:
 - 1 month subscription – expiry date brought forward by 2 days
 - 3 month subscription - expiry date brought forward by 8 days
 - 6 month subscription - expiry date brought forward by 19 days
 - 12 month subscription - expiry date brought forward by 36 days

Cancellation & Refunds

You may cancel your subscriber account, for any or no reason, at any time, with written notice to us, such notice taking effect upon us processing your written notice. The act of cancellation will result in you no longer having access to your subscriber account and may also, at our sole discretion, result in the forfeiture and deletion of all information and data that we hold associated with you and/or your subscriber account, including the items created during your prior use of the Services. We accept no liability for the deletion of such information, data or items.

You may request a refund of the unexpired portion of your current subscription payment at any time, with written notice to us, provided:

- a) The subscription term against which the refund is being sought is for a period of 3 months or more, and;
- b) The remaining unexpired portion of the subscription period for which the refund is being sought is greater than or equal to 50% of the original term of the subscription, and;
- c) You are the account holder of record.

If all of these criteria are met, a refund will be issued within 3 working days of receiving the refund request from you. Refunds will be only be made back to the payment method used for the original subscription payment against which the refund is being made.

Rules of Conduct.

1. You shall not use the Services for any purpose that is prohibited by these Terms of Service and acknowledge that you are responsible for all of your activity in connection with the Services.
2. You shall not, and shall not permit any third party to, use the Services to facilitate direct or indirect access to content or material that:
 - a) Is unlawful, fraudulent, criminal or otherwise illegal activities

- b) Is in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material.
- c) Incites, promotes or encourages violent, exploitative, racist, discriminatory, socially unacceptable or irresponsible behaviour.
- d) Compromise the rights of, brings harm to, or in any way unfairly deals with children and minors.
- e) Invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person.
- f) Streams, distributes, links to or accesses any material that you know, or reasonably should know, cannot be legally streamed, distributed, linked to or accessed.
- g) Is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing.
- h) Is a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person or entity.
- i) That contain viruses, Trojans, malware, corrupted files, machine-readable code, or any other similar software or programmes which are known or likely to interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information.
- j) Is otherwise determined by us to be inappropriate at our sole discretion.

3. You shall not:

- a) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on QRStuff's (or its third party providers') infrastructure;
- b) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services;
- c) bypass any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services);
- d) harvest or scrape any content, data, code, scripting, images from the Services; or
- e) otherwise take any action in violation of our guidelines and policies.

4. You shall not (directly or indirectly):

- a) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any aspect, feature or part of the Services, except to the limited extent applicable laws specifically prohibit such restriction;
- b) modify, translate, or otherwise create derivative works of any part of the Services; or
- c) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

5. We also reserves the right to access, read, preserve, and disclose any information as we reasonably believes is necessary to:

- a) satisfy any applicable law, regulation, legal process or governmental request;
- b) enforce these Terms of Service, including investigation of potential violations hereof;
- c) detect, prevent, or otherwise address fraud, security or technical issues;
- d) respond to user support requests; or
- e) protect the rights, property or safety of QRStuff, its users and the public. This includes exchanging information with other companies and organizations for fraud protection and spam prevention.

You agree that we may, at our sole discretion, temporarily or permanently terminate, suspend or limit your access to all or part of the Services with or without notice in response to any violation or breach of the above provisions.

Depending on the seriousness, scope, severity, or duration of the violation or breach, the degree of detriment to other users, and our past interactions with the user identified as being responsible for of the violation or breach, such remedies may include, individually or severally, and at our sole discretion:

- a) Temporarily or permanently disabling or limiting any or all QR codes and associated short URL's that directly relate to said violation or breach.
- b) Immediately deleting or removing from our database any or all QR codes and associated short URL's that directly relate to said violation or breach.
- c) Immediately disabling user access to the subscriber account associated with any or all QR codes that directly relate to said violation or breach.
- d) Immediately cancelling the subscriber account associated with any or all QR codes that directly relate to said violation or breach.
- e) Immediately deleting the subscriber account associated with any or all QR codes that directly relate to said violation or breach, including the forfeiture and deletion of all information and data that we hold associated with that subscriber account including, but not limited to, all other QR codes and associated short URL's therein created during prior use of the Services.
- f) Banning the IP address of the user to prevent their access to the Services.

You agree that we shall not be held liable to you or to any third party, in whole or in part, with respect to loss of use, loss of profit, loss of revenue, loss of goodwill, loss of data, cost of procurement of substitute goods or services, or any other intangible losses or costs to you or any third person arising from the actions we take in responding to a violation or breach of our Rules Of Conduct.

Fair Use

We maintain a policy of fair and acceptable usage at all times that is intended to ensure that our services aren't used in a manner that:

- Is illegal, fraudulent, unreasonable or excessive.
- Will or may impact on the quality, integrity or reliability of the Services and/or the QRStuff.com website.
- Will or may result in any user being disadvantaged by the behaviour of other users.

Our Fair Use Policy applies to all users of the Services and breaches of this Policy may result in limitations being placed on service features otherwise described as "unlimited".

You should carefully read our full Fair Use Policy before deciding to become a User as it is hereby incorporated into this Agreement by reference. If you do not agree to any or all of the terms of the Fair Use Policy, you are not permitted to use the Services.

The full text of our Fair Use Policy is available at <http://www.qrstuff.com/fairuse.pdf>

Availability Of The Services

For as long as QRStuff continues to offer the Services, we shall provide and seek to update, improve and expand the Services. As a result, we allow you to access the Services as they may exist and be available on any given day and have no other obligations, except as expressly stated in this Agreement. We may modify,

replace, refuse access to, suspend or discontinue the Services, partially or entirely, for you or for all users at our sole discretion. All of these changes shall be effective upon their posting on our website or by direct communication to you unless otherwise noted. We further reserve the right to withhold, remove and or discard any content made available to us as part of your use of the Services, with or without notice, if deemed by us to be contrary to this Agreement. For avoidance of doubt, we have no obligation to store, maintain or provide you a copy of any content that you or other users provide when using the Services.

Limitations On Services

We reserve the right, at our sole discretion, to impose, revise, change or modify, temporarily or permanently, limits on certain features of the Services, at any time without notice other than posting such imposition, revision, change or modification to a particular Service feature limit on the website.

Subject to our “Rules Of Conduct” and “Fair Use” provisions, such limits shall become effective immediately for Free Users, Trial Subscribers and Expired Subscribers, or at the end of the then-current term of subscription for Current Subscribers.

The following specific Service limitations and limitation provisions ***only apply to QR codes containing one of our qrs.ly short URL's:***

- a) Free Users: QR codes created by Free Users are limited to a maximum number of scans per month per QR code as published on the website;
- b) Trial Subscribers: QR codes created by Trial Subscribers are limited to a maximum number of scans per month per QR code as published on the website;
- c) Expired Full Subscribers: QR codes created by a Full Subscriber (a subscriber who has subscribed or renewed a subscription for a period of 1 month or longer) whose subscriber account was current at the time the QR code was created, but whose subscription has subsequently expired (an Expired Subscriber) are limited to a maximum number of scans per month per QR code as published on the website, such limitation applied co-incident with the expiry of the subscription and remaining in effect until such time as a successful subscription renewal payment is made by the Expired Subscriber.
- d) Current Full Subscribers: There are currently no pre-set scan limits for QR codes created by current Full subscribers, however at our sole discretion, and with or without notice to you, a temporary monthly scan limit may be applied to high scan-volume QR codes in accordance with our “Rules Of Conduct” and “Fair Use” provisions.

Please Note: QR codes that do not contain one of our qrs.ly short URL's are not subject to any scan limits.

You agree that we shall not be held liable to you or to any third party, in whole or in part, with respect to loss of use, loss of profit, loss of revenue, loss of goodwill, loss of data, cost of procurement of substitute goods or services, or any other intangible losses or costs to you or any third person arising from the Service limitations and limitation provisions outlined above and as set from time to time.

Purging Inactive Subscriber Accounts

By using the Service, you hereby acknowledge and agree that QRStuff reserves the right to purge Inactive Items including inactive QR codes, inactive short URL's and inactive subscriber accounts as part of its general housekeeping procedures in order to improve the efficiency and performance of the Services.

This will result in the permanent removal of the Inactive Item and all related content and data related to it as the result of the use of the Services, or co-incident to the use of the Services.

Inactive Items are defined as follows:

- a) QR codes generated by the Services that have had no scan activity recorded against them for a continuous period of 12 months or more.
- b) Subscriber accounts that are 12 months or more past their last due renewal date, AND no renewal payment has been received since their last due renewal date, AND no scan activity has been recorded against any QR code associated with that subscriber since the last due subscription renewal date.

You agree that we shall not be held liable to you or to any third party, in whole or in part, with respect to loss of use, loss of profit, loss of revenue, loss of goodwill, loss of data, cost of procurement of substitute goods or services, or any other intangible losses or costs to you or any third person arising from the removal of said Inactive Items during the ordinary course of business.

Licence To Use The Services

QRStuff gives you a personal, worldwide, non-assignable and non-exclusive license to the use of the software that is provided to you by us as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms.

Notify Us Of Acts Contrary To This Agreement

If you believe that you are entitled or obligated to act contrary to this Agreement under any mandatory law, you agree to provide us with detailed and substantiated explanation of your reasons in writing at least 30 days before you act contrary to this Agreement, to allow us to assess whether we may, at our sole discretion, provide an alternative remedy for the situation, though we are under no obligation to do so.

Dealings With Advertisers

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the QRStuff.com website, including payment and delivery of related goods or Services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that we shall not be held liable to you or to any third party, in whole or in part, with respect to loss of use, loss of profit, loss of revenue, loss of goodwill, loss of data, cost of procurement of substitute goods or services, or any other intangible losses or costs to you or any third person as the result of any such dealings or as the result of the presence of such advertisers on the QRStuff.com website.

Third Party Websites

The Services may permit you to link to other websites, Services or resources on the Internet, and other websites, Services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by us or any association with its operators. You further agree that we shall not be held liable to you or to any third party, in whole or in part, with respect to loss of use, loss of profit, loss of revenue, loss of goodwill, loss of data, cost of procurement of substitute goods or services, or any other intangible losses or costs to you or any third person caused by or in connection with the use of or reliance on any such statement, goods or Services available on or through any such third party website or resource.

Disclaimer

Some countries and jurisdictions do not allow the disclaimer of implied terms in contracts with consumers and as a result the contents of this section may not apply to you.

Do not rely on QRStuff, any information therein, or its continuation. We provide the platform for QRStuff and all information and Services on an “as is” and “as available” basis and we do not provide any express warranties or representations.

To the fullest extent permissible under applicable law, we disclaim any and all implied warranties and representations, including, without limitation, any warranties of merchantability, fitness for a particular purpose, title, accuracy of data, and non-infringement. If you are dissatisfied or harmed by QRStuff or anything related to QRStuff, you may close your subscriber account and terminate this agreement in accordance with section titled “Termination” shown below and such termination shall be your sole and exclusive remedy.

We neither warrant nor represent that your use of the service will not infringe the rights of third parties. Any material, service, or technology described or used on the website may be subject to intellectual property rights owned by third parties who have licensed such material, service, or technology to us.

We do not have any obligation to verify the identity of the persons subscribing to its Services, nor does it have any obligation to monitor the use of its Services by other users of the community; therefore, we disclaims all liability for identity theft or any other misuse of your identity or information.

We do not guarantee that the Services will function without interruption or errors in functioning. In particular, the operation of the Services may be interrupted due to maintenance, updates, or system or network failures. We disclaim all liability for damages caused by any such interruption or errors in functioning. Furthermore, we disclaim all liability for any malfunctioning, impossibility of access, or poor use conditions of the Services due to inappropriate equipment, disturbances related to internet service providers, to the saturation of the internet network, and for any other reason.

Indemnity

You agree to protect, indemnify, save and hold harmless QRStuff, its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees, from any and all claim or demand, including from any service provided or performed or agreed to be performed reasonable attorneys' fees, made by any third party due to, resulting from or arising out of:

- a) Your use of any of the Services provided or performed or agreed to be performed,
- b) Any violation of these Terms Of Use, or
- c) The violation of any rights of any person or entity resulting directly or indirectly from the use of the Services.
- d) The termination of your access to the Services as the result of your violation of this Agreement
- e) The cancellation of your access to the Services as the result of a specific written request from you to cancel such access.

Limitation Of Liability

Some countries do not allow the limitation or exclusion of liability in contracts with consumers and as a result the contents of this section may not apply to you.

In no event shall QRStuff, its affiliates nor any of their respective directors, employees, contractors, agents, partners, suppliers, representatives or content providers be cumulatively liable for (a) any damages in

excess of five times the most recent fee that you paid for the Services, if any, or US\$100, whichever amount is greater, or (b) any special, incidental, indirect, punitive, exemplary or consequential damages with respect to loss of use, loss of profit, loss of revenue, loss of goodwill, loss of data, cost of procurement of substitute goods or services, or any other intangible losses or costs to you or any third person arising from:

- a) Your use or your inability to use the Services;
- b) Unauthorized access to or alteration of your account, transmissions, or data;
- c) Statements or conduct of any third party on the Services;
- d) Any other matter relating to the Services.

This limitation of liability is part of the basis of the bargain between the parties and without it the terms and prices charged would be different. This limitation of liability shall:

- a) Apply regardless of whether
 - I. you base your claim on contract, tort, statute or any other legal theory,
 - II. we knew or should have known about the possibility of such damages, or
 - III. the limited remedies provided in this section fail of their essential purpose; and
- b) Not apply to any damage that we may cause you intentionally or knowingly in violation of this Agreement or applicable law, or as otherwise mandated by applicable law that cannot be disclaimed from in this Agreement.

General Representation and Warranty

You represent and warrant that:

- a) Your use of the Website will be in strict accordance with the Website Privacy Policy, with this Agreement and with all applicable laws and regulations including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside, and;
- b) Your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

Termination

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the Services with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship with us and may be referred to appropriate law enforcement authorities.

You may terminate this Agreement, for any or no reason, at any time, with written notice to us, such notice taking effect upon us processing your written notice.

Upon termination of this Agreement, regardless of the reasons therefore, your right to use the Services available on this website immediately ceases, and you acknowledge and agree that we may immediately remove your account and all related information and data associated with it and deny you any further access to the Services.

In the event of termination of this Agreement by either party:

- a) We shall not be liable to you or any third party for any claims or damages arising out of said termination or any other actions taken by us in connection with such termination.

- b) We will not be responsible for refunding any payments or fees to you following the termination of this Agreement.

All provisions of this Agreement which by their nature should survive termination shall survive termination, including without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Privacy

You should carefully read our full Privacy Policy before deciding to become a User as it is hereby incorporated into this Agreement by reference, and governs our treatment of any information, including personally identifiable information you submit to us. Please note that certain information, statements, data, and content which you may submit to as part of your use of the Services may reveal your gender, ethnic origin, nationality, age, and/or other personal information about you. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part. Our Privacy Policy is available at http://www.qrstuff.com/privacy_policy.pdf

Governing Law and Jurisdiction.

Notwithstanding of any conflicts of law principles, this Agreement or any claim, cause of action or dispute (“claims”) arising out of or related to this Agreement shall be governed by and construed in accordance with the laws of the Isle Of Man regardless of your country of origin. You agree that all claims arising out of or related to this Agreement must be resolved exclusively by a court located in the Isle Of Man and you agree to submit to the personal jurisdiction of the courts located within the Isle Of Man for the purpose of litigating all such claims. Notwithstanding the above, you agree that QRStuff shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Severability.

If any provision of these Terms of Use are held invalid or unenforceable, all remaining portions shall nevertheless remain valid and enforceable, to the extent they can be given effect without the invalid portions.

Entire Agreement

You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and us regarding the Services and their use, and supersede all prior or contemporaneous agreements, understandings, communications and proposals (whether oral, written or electronic) whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement.

No Injunctive Relief.

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Service, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services.

Assignment and Delegation

You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation,

effective upon notice to you, QRStuff for any third party that assumes our rights and obligations under this Agreement.

International Use

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside Isle Of Man, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

Miscellaneous.

1. **Force Majeure:** QRStuff shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.
2. **Agency:** No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use and neither party has any authority of any kind to bind the other in any respect.
3. **No Waiver:** Our failure to enforce or exercise any right or provision of these Terms of Use shall not constitute a waiver of such right or provision, or our right to later enforce that or any other part of these Terms of Use.
4. **Headings:** The section and paragraph headings in these Terms of Use are for convenience only and shall not affect their interpretation.
5. **Conflict:** Where a conflict, ambiguity or difference exists in the interpretation, wording or meaning of a provision or term in any of our published policy documents, or in any written communication to you, the provision or term contained in the most recent policy document or communication will apply.

Violations

Please send an email to info@qrstuff.com to report any violations of this Agreement.

Last updated 29-May-2018

Changelog:

Fees & Payment and Cancellation & Refunds sections updated to reflect the introduction of recurring payments. *27-Apr-2015*

GDPR compliance updates and amendments as required by law. *28-Apr-2018*

Trial Subscribers defined as a unique class of user. *29-May-2018*