



Service Agreement

VenueScan Pty Ltd

ABN: 34 686 356 329

support@venuescan.com.au

1. Definitions

In this Agreement, unless the context requires otherwise:

1.1 Agreement means this Service Agreement and any variations agreed in writing by the parties.

1.2 Billing Commencement Date means the date that is 90 calendar days after the Trial Commencement Date, being the date on which paid billing begins and which is also the first Billing Date. No Billing Commencement Date arises if the Customer does not confirm continuation in accordance with clause 2.5, in which case a new agreement must be signed to re-engage the Service.

1.3 Billing Date means the Billing Commencement Date and the same date each month thereafter. If that date does not exist in a subsequent month, the Billing Date for that month is the last calendar day of that month.

1.4 Business Day means a day that is not a Saturday, Sunday, or public holiday in the state or territory in which the Customer is located.

1.5 Customer means the entity identified in the Customer Details section of this Agreement.

1.6 Customer Data means all patron sign-in data and related information collected through the Service on behalf of the Customer.

1.7 Fee means the monthly subscription fee applicable to the Customer's plan, excluding GST.

1.8 QR Code Plan means the subscription plan under which VenueScan provides access to the Service, including unlimited QR code sign-ins, at the Fee set out in Schedule 1.

1.9 Service means the visitor management software platform and associated features provided by VenueScan, and where applicable the Terminals, as described in clause 3.

1.10 Terminal means a sign-in device, stand, and any accessories provided by VenueScan to the Customer under the Terminal Plan.

1.11 Terminal Plan means the subscription plan under which VenueScan provides access to the Service and the provision of Terminals at the Fee set out in Schedule 1.

1.12 Trial Commencement Date means the date on which VenueScan confirms in writing to the Customer that the Service has been activated for the Trial Period.

1.13 Trial End Date means the date that is 90 calendar days after the Trial Commencement Date.

1.14 Trial Period means the 90-calendar-day obligation-free period commencing on the Trial Commencement Date and ending on the Trial End Date.

1.15 VenueScan means VenueScan Pty Ltd ABN 34 686 356 329.

1.16 Term means the period commencing on the Trial Commencement Date and continuing on a month-to-month basis from the Billing Commencement Date until this Agreement is terminated in accordance with clause 10.

2. Trial Period

2.1 VenueScan offers a 90-calendar-day obligation-free trial of the Service. The Trial Period commences on the Trial Commencement Date and ends on the Trial End Date.

2.2 During the Trial Period:

- No payment is required from the Customer
- The Customer has full access to all features of the Service under the plan selected in this Agreement
- Terminals will be installed at the Customer's venue in accordance with clause 6.4 (Terminal Plan only)
- All other terms of this Agreement apply during the Trial Period, including the hardware replacement fee in clause 6.3 (Terminal Plan only)
- The Customer may cancel at any time during the Trial Period with no notice required and no obligation, by providing written notice to support@venuescan.com.au

2.3 The following table summarises the key dates and events during the Trial Period:

Day	Event
Day 1	Trial Commencement Date — VenueScan confirms service activation in writing
Day 77	VenueScan contacts the Customer to confirm whether they wish to continue and to collect direct debit details
At least 3 Business Days before Day 91	Confirmation deadline — the Customer must confirm continuation and provide direct debit details no less than 3 Business Days before the Trial End Date. Depending on which day of the week Day 91 falls, this deadline may be earlier than Day 88.
Day 91	Trial End Date / Billing Commencement Date — if confirmed, paid billing begins on this date. If not confirmed, the Service stops automatically and a new agreement is required to re-engage

(Terminal installation on Day 1 and terminal collection on Day 91 apply to the Terminal Plan only)

2.4 If the Customer does not confirm continuation by the confirmation deadline:

- The Service will stop automatically on the Trial End Date
- No payment will be owed by the Customer for the Trial Period
- Where the Customer is on the Terminal Plan, Terminal collection will be arranged in accordance with clause 6.6

- The Customer has 30 calendar days from the date the Service ceases to be provided to request an export of their Customer Data in accordance with clause 8.5
- A new agreement must be signed to re-engage the Service

2.5 To confirm continuation, the Customer must notify VenueScan in writing at support@venuescan.com.au no later than 3 Business Days before the Trial End Date and provide valid direct debit details. On receipt of confirmation and direct debit details, VenueScan will notify the Customer in writing of the Billing Commencement Date, being the date that is 90 calendar days after the Trial Commencement Date. The paid subscription terms in clauses 3 to 13 apply from the Billing Commencement Date.

2.6 The Customer may cancel at any time during the Trial Period, including after providing direct debit details under clause 2.5, by providing written notice to support@venuescan.com.au. No payment will be owed for any cancellation made before the Billing Commencement Date, as no debit will be attempted until the Billing Commencement Date.

3. The Service

3.1 VenueScan will provide the Customer with access to the Service from the Trial Commencement Date in accordance with the plan selected in this Agreement.

3.2 The QR Code Plan provides the Customer with access to the VenueScan visitor management platform, including software updates and support in accordance with clause 9.

3.3 The Terminal Plan provides the Customer with everything included in the QR Code Plan, plus the provision of the Initial Number of Terminals as specified in this Agreement, with on-site setup and ongoing maintenance governed by clause 6.

3.4 VenueScan reserves the right to modify, update, or remove any feature of the Service, provided that VenueScan gives the Customer no less than 30 calendar days' written notice before removing or materially modifying any feature. Where the removal or modification materially and adversely affects the Customer's use of the Service, the Customer may terminate this Agreement during that notice period without penalty by providing written notice to support@venuescan.com.au.

3.5 While VenueScan will use reasonable efforts to maintain ongoing availability of the Service in accordance with clause 9, the Service is provided on an "as available" basis and uninterrupted access cannot be guaranteed.

4. Adding and Removing Terminals

This clause applies to Customers on the Terminal Plan only.

4.1 Customers on the Terminal Plan may request to add Terminals at any time by written notice to VenueScan at support@venuescan.com.au. Installation will occur in accordance with clause 6.4 and billing will be adjusted in accordance with clause 5.5.

4.2 Customers on the Terminal Plan may request to remove one or more Terminals by providing written notice to VenueScan at support@venuescan.com.au no less than 3 Business Days before the next Billing Date. If notice is received less than 3 Business Days before the next Billing Date, the reduction will take

effect from the following Billing Date. Collection of removed Terminals will occur in accordance with clause 6.6.

4.3 If the Customer removes all Terminals, this will be treated as a cancellation of the Terminal Plan. The Customer may either:

- Transition to the QR Code Plan at the Fee set out in Schedule 1, effective from the next Billing Date; or
- Terminate the Agreement entirely, subject to clause 10.1.

Where the Customer transitions to the QR Code Plan, the monthly Fee will reduce to the QR Code Plan Fee set out in Schedule 1 from the next Billing Date, and the Terminal Plan Fee will cease from that date.

4.4 VenueScan will confirm all Terminal changes in writing. That written confirmation, together with this Agreement, constitutes the binding record of the variation.

5. Fees, Billing and Payment

5.1 All Fees and charges in this Agreement are expressed exclusive of GST. GST is payable in addition to all Fees at the rate applicable at the time of each debit. Where GST is payable on any supply made under this Agreement, the recipient must pay an additional amount equal to the GST payable on that supply, at the same time as the consideration for the supply is due.

5.2 Fees are billed monthly in advance from the Billing Commencement Date and on each Billing Date thereafter.

5.3 VenueScan will debit the Customer's nominated account on each Billing Date via direct debit. By providing direct debit details under clause 2.5, the Customer authorises VenueScan to debit the nominated account on each Billing Date for the applicable Fee including GST. The Customer must ensure sufficient funds are available in their nominated account on each Billing Date.

5.4 Following each successful debit, VenueScan will issue the Customer a tax invoice within 1 Business Day to the billing email address specified in the Customer Details section, confirming the amount debited, the GST component, and the period covered. If no billing email is specified, tax invoices will be sent to the admin email.

5.5 Where a Terminal is added under clause 4.1, a pro-rata charge will be calculated for the period from the activation date to the next Billing Date, based on the number of days remaining in the billing cycle divided by the total number of days in that billing cycle, multiplied by the monthly Fee per terminal. VenueScan will issue a tax invoice for the pro-rata amount within 2 Business Days of the Terminal's activation date and will collect that amount by direct debit within 5 Business Days of the activation date.

5.6 The Customer must notify VenueScan in writing at support@venuescan.com.au no less than 5 Business Days before a Billing Date if their banking details change. Any dishonour fee charged by the payment provider as a result of a failed direct debit will be passed to the Customer.

5.7 If a direct debit fails, VenueScan will issue a written overdue notice to the Customer. The following timeline then applies:

Day	Event
Day 0	

Day	Event
	Direct debit fails — VenueScan issues written overdue notice
Day 7	If payment has not been received within 7 calendar days of the overdue notice, VenueScan may suspend the Customer's access to the Service without further notice
Day 21	If payment has not been received within 14 calendar days of suspension, VenueScan may terminate this Agreement in accordance with clause 10.2, without prejudice to any amounts owing

5.8 During any suspension under clause 5.7, Customer Data will be preserved and not deleted.

5.9 VenueScan reserves the right to recover reasonable debt collection costs incurred in recovering overdue amounts.

5.10 On termination of this Agreement, VenueScan will cancel the Customer's direct debit authority within 2 Business Days of the effective date of termination.

5.11 VenueScan may increase the Fee no more than once per 12-month period by giving the Customer no less than 30 calendar days' written notice before the increase takes effect. If the Customer does not wish to continue at the revised Fee, the Customer may terminate this Agreement during that notice period without penalty by providing written notice to support@venuescan.com.au.

6. Terminals

This clause applies to Customers on the Terminal Plan only.

Ownership

6.1 All Terminals provided to the Customer remain the property of VenueScan at all times. The Customer has no ownership interest in any Terminal.

Maintenance and Replacement

6.2 VenueScan will maintain Terminals and manage replacements in accordance with the process set out in clause 6.3.

6.3 The following process applies when a Terminal requires replacement:

Step 1 — Customer notification

The Customer must notify VenueScan in writing at support@venuescan.com.au within 1 Business Day of becoming aware of any Terminal failure, damage, loss, or theft.

Step 2 — Replacement process

Scenario	Process
<p>VenueScan's responsibility — hardware or manufacturing defects, internal component failure, software or firmware faults, and normal wear and tear arising through the Terminal's ordinary intended use</p>	<p>VenueScan must replace the Terminal within 5 Business Days of receiving the Customer's notification. For each calendar day beyond that 5-Business-Day period where the Terminal remains unreplaced, a pro-rata daily credit — calculated as the monthly Fee for that Terminal divided by the number of days in the current billing cycle — will be applied to the Customer's next direct debit.</p>
<p>Customer's responsibility — all other damage, loss, or theft of a Terminal while it is in the Customer's possession. The Customer is responsible for the security and condition of each Terminal at the venue at all times, including any damage, loss, or theft caused by the Customer's patrons, employees, contractors, agents, or any other person at or accessing the venue (whether authorised or not), and any damage or loss arising from misuse, tampering, neglect, accidental damage, vandalism, break-ins, fire, flood, or other incidents at the venue</p>	<p>VenueScan will issue a replacement fee invoice of \$900 (excluding GST) per Terminal within 3 Business Days of receiving the Customer's notification. The monthly Fee for the affected Terminal continues to apply until the replacement Terminal is activated. Once the invoice is paid in full, VenueScan must replace the Terminal within 5 Business Days. For each calendar day beyond that 5-Business-Day period where the Terminal remains unreplaced, a pro-rata daily credit — calculated as the monthly Fee for that Terminal divided by the number of days in the current billing cycle — will be applied to the Customer's next direct debit.</p>

Installation

6.4 Installation of Terminals.

(a) Initial Terminals (Terminal Plan). Following execution of this Agreement, VenueScan will order the Initial Number of Terminals specified in this Agreement and will contact the Customer to arrange a mutually convenient time to attend the venue and install the Terminals. The Service will be activated when the initial Terminals are installed, and that date becomes the Trial Commencement Date.

(b) Additional Terminals. On receipt of a request to add Terminal(s) under clause 4.1, VenueScan will order the additional Terminal(s) and will contact the Customer to arrange a mutually convenient time to attend the venue and complete installation. VenueScan will use reasonable efforts to install additional Terminals as promptly as practicable, subject to Terminal availability and any applicable stock lead times.

(c) Activation date. The date on which VenueScan activates a Terminal at the Customer's venue is the activation date, which will be confirmed to the Customer in writing. Where a Terminal is added under clause 4.1, pro-rata billing under clause 5.5 is calculated from the activation date.

6.5 The Customer must provide VenueScan with reasonable access to its premises during ordinary business hours to carry out installation. The Customer acknowledges that installation may cause temporary interruption to its operations.

Collection

6.6 Terminal collection is required where a Terminal is removed under clause 4.2, the Terminal Plan is cancelled under clause 4.3, the Agreement is terminated under clause 10, or the Trial Period ends without the Customer confirming continuation under clause 2.4. In each case, the Terminal will remain in the Customer's possession until the end of the relevant billing cycle or Trial Period, after which VenueScan will contact the Customer within 7 Business Days to arrange collection. If VenueScan fails to make contact within 7 Business Days, the Customer's obligation to make the Terminal available under clause 6.7 does not arise until VenueScan makes that contact.

6.7 The Customer must make all Terminals available for collection at the venue address specified in this Agreement within 14 calendar days of VenueScan's collection contact under clause 6.6. VenueScan will bear the cost of collection.

6.8 Following collection or the expiry of the 14-calendar-day period under clause 6.7, the following applies:

- If a Terminal is not made available for collection within the 14-calendar-day period, VenueScan may invoice the Customer the replacement fee of \$900 (excluding GST) per Terminal not returned; or
- If a Terminal is returned but in a condition beyond fair wear and tear, the replacement fee under clause 6.3 applies; or
- If a Terminal is returned in reasonable condition, fair wear and tear excepted, no further fee is payable in respect of that Terminal.

7. Customer Obligations

7.1 The Customer must:

- Use the Service only for its intended purpose of patron sign-in and visitor management;
- Ensure that all staff who use the Service are adequately trained and use the Service correctly;
- Not attempt to reverse engineer, decompile, copy, or modify the Service; and
- Not share login credentials with any person not authorised to use the Service on behalf of the Customer.

7.2 The Customer is responsible for ensuring a suitable internet connection and a power source are available at the location of each Terminal or device used to access the Service. VenueScan provides power cables as part of each Terminal but is not responsible for the Customer's power infrastructure or internet connectivity. VenueScan is not liable for any Service failures or degradation caused by inadequate or interrupted internet connectivity or power supply at the venue.

7.3 The following additional obligations apply to Customers on the Terminal Plan:

- Keep all Terminals in a safe and secure location at the venue;
- Not modify, tamper with, or attempt to repair any Terminal;
- Not install any software or applications on any Terminal other than those provided or approved by VenueScan; and

- Notify VenueScan in writing at support@venuescan.com.au within 1 Business Day of becoming aware if a Terminal is lost, stolen, or damaged.

7.4 The Customer acknowledges that VenueScan is a software and hardware provider only and does not provide legal, compliance, or regulatory advice. It is the Customer's responsibility to ensure its use of the Service meets all regulatory requirements applicable to its venue.

8. Data and Privacy

8.1 As between the parties, all Customer Data belongs to the Customer. VenueScan holds and processes Customer Data solely on behalf of the Customer.

8.2 VenueScan will not sell, share, rent, or otherwise disclose Customer Data to any third party, except as required by law or a government authority, or with the Customer's prior written consent.

8.3 VenueScan will implement reasonable technical and organisational security measures to protect Customer Data from unauthorised access, loss, or disclosure.

8.4 The Customer may request an export of their Customer Data at any time during the Term by contacting support@venuescan.com.au. VenueScan will provide the export within 5 Business Days of the request.

8.5 On termination of this Agreement or expiry of the Trial Period without continuation, the Customer has 30 calendar days from the date the Service ceases to be provided to request an export of their Customer Data. VenueScan will provide that export within 5 Business Days of the request. After that 30-calendar-day period has expired, VenueScan will securely delete all Customer Data within a further 30 calendar days, and will confirm deletion in writing to the Customer upon request.

8.6 Both parties agree to comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles in connection with any personal information handled under this Agreement. VenueScan's handling of personal information is also governed by VenueScan's privacy policy, available at venuescan.com.au.

9. Service Level Agreement

9.1 VenueScan categorises support issues into three priority levels:

Priority	Description	Response Time	Availability
Critical	System down, unable to scan	< 1 hour	24/7
High	Issue affecting operations, scanning works	< 4 hours	24/7
Standard	How-to questions, configuration help	1 Business Day	Mon–Fri, 9am–5pm Sydney time

9.2 Response times represent the maximum time before VenueScan acknowledges the issue and begins working on it. They do not guarantee resolution within those timeframes.

9.3 Response times for Standard issues are measured during business hours (Mon–Fri, 9am–5pm Sydney time). Requests submitted outside these hours are treated as received at the start of the next Business Day.

9.4 Support requests must be submitted to support@venuescan.com.au. VenueScan is not obligated to respond to support requests made through other channels within the SLA timeframes.

9.5 VenueScan will use reasonable efforts to meet the SLA timeframes but does not guarantee them in circumstances outside VenueScan's reasonable control, including third-party infrastructure outages or internet connectivity failures at the venue. Failure to meet SLA timeframes does not constitute a material breach of this Agreement and does not entitle the Customer to terminate or claim damages beyond the liability cap in clause 12.1.

10. Termination

10.1 Customer termination without cause: The Customer may terminate this Agreement at any time by providing written notice no less than 3 Business Days before the Customer's next Billing Date. If notice is received less than 3 Business Days before the next Billing Date, termination will take effect at the end of the following billing cycle. No refund will be provided for any prepaid Fees for the period following the effective date of termination.

VenueScan termination without cause: VenueScan may terminate this Agreement without cause by providing no less than 30 calendar days' written notice to the Customer. Termination takes effect at the end of the billing cycle immediately following the expiry of that notice period. As termination takes effect at the end of a billing cycle, no refund is payable in respect of prepaid Fees.

In each case, where the Customer is on the Terminal Plan, Terminal collection will occur in accordance with clause 6.6.

10.2 VenueScan may terminate this Agreement immediately by written notice if:

- The Customer fails to pay any amount owing and that failure continues for 14 calendar days after suspension of the Service under clause 5.7;
- The Customer materially breaches this Agreement and fails to remedy that breach within 14 calendar days of receiving written notice from VenueScan requiring it to do so;
- The Customer becomes insolvent, enters administration, or ceases to carry on business; or
- There is a transfer of more than 50% of the voting rights or governance power of the Customer's business or venue to a new person or entity (which, for the avoidance of doubt, does not include a routine change of directors, officers, or committee members of a not-for-profit incorporated association or registered club).

10.3 The Customer may terminate this Agreement immediately by written notice if VenueScan materially breaches this Agreement and fails to remedy that breach within 14 calendar days of receiving written notice from the Customer requiring it to do so.

10.4 On termination of this Agreement for any reason:

- The Customer's access to the Service will be deactivated on the effective date of termination;
- Where the Customer is on the Terminal Plan, Terminal collection will occur in accordance with clause 6.6;

- All amounts owing by either party become immediately due and payable on the effective date of termination;
 - VenueScan will cancel the Customer's direct debit authority in accordance with clause 5.10; and
 - Clauses 6.3, 6.8, 8, 11, 12, and 13 survive termination.
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11. Intellectual Property

11.1 VenueScan owns all intellectual property rights in the VenueScan visitor management application and web dashboard, including all updates and modifications. The Customer is granted a non-exclusive, non-transferable licence to use that application and dashboard solely for the purposes set out in this Agreement during the Term. This licence ends immediately on termination of this Agreement.

12. Limitation of Liability

12.1 To the fullest extent permitted by law, VenueScan's total liability to the Customer arising out of or in connection with this Agreement (whether in contract, tort, or otherwise) is limited to the total Fees paid by the Customer in the 12 calendar months immediately preceding the event giving rise to the claim.

12.2 To the fullest extent permitted by law, VenueScan excludes all liability of any kind for indirect, consequential, incidental, or special loss or damage, including loss of revenue, loss of profits, loss of data, or regulatory fines or penalties imposed on the Customer.

12.3 VenueScan is not liable for any loss, breach, or damage arising from any act or omission of the Customer, their staff, or any person accessing the Service through the Customer's account, including any failure to keep login credentials secure, any misuse of the Service, or any failure to comply with applicable laws or regulatory requirements.

12.4 VenueScan is not liable for any failure or delay in performing its obligations under this Agreement to the extent caused by circumstances beyond VenueScan's reasonable control, including natural disasters, power outages, telecommunications failures, third-party infrastructure outages, or issues with third-party hardware or software platforms. VenueScan will notify the Customer promptly of any such event and will use reasonable efforts to resume performance as soon as practicable.

12.5 To the extent that any liability of VenueScan cannot be excluded under the Competition and Consumer Act 2010 (Cth), VenueScan's liability is limited to resupplying the Service or paying the cost of having the Service resupplied.

12.6 Nothing in this Agreement excludes, restricts or modifies any guarantee, right or remedy conferred on the Customer by the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) or any other applicable law that cannot lawfully be excluded, restricted or modified. All other terms of this Agreement are to be read subject to those rights.

13. General

13.1 Governing Law. This Agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

13.2 Dispute Resolution. If a dispute arises between the parties in connection with this Agreement, the parties agree to attempt to resolve the dispute in good faith by negotiation before commencing any legal proceedings. Either party may initiate this process by giving written notice to the other party describing the dispute in reasonable detail.

13.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior representations, negotiations, arrangements, and agreements, whether written or oral.

13.4 Variations. This Agreement may only be varied by written agreement signed by both parties, except that changes to the number of Terminals under clause 4 are effected by VenueScan's written confirmation under clause 4.4 and do not require the signature of either party.

13.5 Notices. All notices under this Agreement must be in writing and sent by email to:

- **VenueScan:** support@venuescan.com.au
- **Customer:** the admin email address specified in the Customer Details section of this Agreement, or such other email address as the Customer notifies to VenueScan in writing.

A notice is taken to be received at the end of the business day on which the email is sent, or, if sent outside of business hours (Mon–Fri, 9am–5pm Sydney time), at the start of the next Business Day, provided no delivery failure notification is received by the sender within 24 hours of sending.

13.6 Assignment. The Customer may not assign or transfer its rights or obligations under this Agreement without VenueScan's prior written consent. VenueScan may assign this Agreement in connection with a sale, merger, or acquisition of VenueScan's business, provided that the acquirer agrees in writing to be bound by the terms of this Agreement and VenueScan notifies the Customer in writing no less than 14 calendar days before the assignment takes effect.

13.7 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that provision will be enforced to the maximum extent permitted by law, and the remaining provisions will continue in full force and effect.

13.8 Waiver. A party's failure to exercise or delay in exercising any right under this Agreement does not operate as a waiver of that right.

13.9 GST. All Fees and charges in this Agreement are expressed exclusive of GST. Refer to clause 5.1 for GST payment terms.

Schedule 1 — Fees

Plan	Fee (excluding GST)	Billing Basis
QR Code Plan	\$29 per month	Per Customer
Terminal Plan	\$49 per month	Per Terminal

The Fees stated in this Schedule are current as at the date of this Agreement and may be adjusted in accordance with clause 5.11.

Customer Details

LEGAL ENTITY NAME

TRADING NAME / VENUE NAME (if different from above)

ABN

VENUE ADDRESS

ADMIN EMAIL

BILLING EMAIL

Plan & Terminals

PLAN

QR Code Plan Terminal Plan

INITIAL NO. OF TERMINALS (Terminal Plan only) _____

Execution

By signing below, the Customer confirms they have read, understood, and agree to be bound by this Agreement in its entirety, including the Trial Period terms set out in clause 2 and the paid subscription terms that apply from the Billing Commencement Date. The signatory represents and warrants that they have full authority to execute this Agreement on behalf of the Customer.

VenueScan Pty Ltd

SIGNATURE OF AUTHORISED SIGNATORY

FULL NAME

POSITION / TITLE

DATE

Customer

SIGNATURE OF AUTHORISED SIGNATORY

FULL NAME

POSITION / TITLE

DATE
