

# Digital Licence Verifier app End User Licence Agreement (Terms and Conditions)

## iOS

This Digital Licence Verifier (DLV) App application ("the app") is created and developed by Thales Australia Ltd ("the vendor") for the State of Queensland acting through the Department of Transport and Main Roads ("TMR"). In this end user licence agreement ("the agreement"), "the vendor" includes the vendor's subsidiaries, affiliates and third party suppliers.

By downloading, installing or using the app, you signify that you agree to abide by this agreement with both TMR and the vendor with respect to the app. You also acknowledge and agree that third party distributors who offer the app may impose their own terms and conditions if you acquire and use the app from them through their application stores.

This agreement is between you, TMR and the vendor only, and not Apple, Inc (Apple). TMR and the vendor, not Apple, are solely responsible for the app and its content. Apple, and Apple's subsidiaries, are third party beneficiaries of this agreement, and will have the right (and will be deemed to have accepted the right) to enforce this agreement against you as a third party beneficiary of this agreement.

## 1. DLV App applications and functionality

- The app to which this agreement applies is the following:
  - DLV App, with Read Functionality only.

## 2. Compatible devices

- The app is designed for Android and Apple iOS mobile devices. Support is provided for the current Android and Apple operating systems and the two previous major versions. For example, if the current Operating Systems were iOS v15 and Android 12, then the DLV App would support at least iOS v13-15 and Android 10-12 inclusive.
- Support is not provided for earlier operating systems or other mobile devices. TMR may, at its sole discretion, discontinue support for the app, or a particular version of it, at any time and without notice.
- The app will be available for download to devices with appropriate security access features, as determined by TMR from time to time.

## 3. Your use of the app

- TMR and the vendor grant to you a non-exclusive, non-transferable, non-sublicensable, revocable, limited licence to download, install and use the app on your compatible mobile device or tablet in accordance with this agreement and subject to you complying with them.

- The licence is limited to use of the app on any Apple-branded products that you own or control, and as permitted by the Apple App Store Terms of Service.
- You acknowledge and agree that no licence is granted to you by this agreement in the human readable code, known as the source code, of the mobile content accessed or downloaded on your mobile device.
- If you do not accept or agree to this agreement you are not entitled to access or use the app or complete the app's onboarding process, if applicable.
- You acknowledge and understand that TMR may from time to time update this agreement. You must accept and agree with the updated agreement to continue accessing the app. You acknowledge and understand that due to changes in legislation, policy or business requirements, TMR may require additional personal information or consents from you, which you must provide to continue accessing the app.
- You acknowledge and agree:
  - use of the app is for personal purposes, and use for commercial gain is strictly prohibited (provided that you may use Reader Functionality in accordance with this agreement for legitimate business purposes);
  - not to attempt to modify or create any derivative works of the app;
  - not to attempt to reverse engineer, modify, copy, transfer, sell, disseminate, distribute, decompile, or disassemble any of the data, software, code, underlying ideas, algorithms, information or material made available or accessible in the app;
  - not to in any way ascertain, decipher or obtain the communications protocols for accessing TMR's or the vendor's networks;
  - not to attempt to gain unauthorised access to any of TMR's or the vendor's services, accounts, computer systems or networks associated with the app, or use the app to violate the security or integrity of any network, computer or communications system, software application, or network or computing device;
  - not to rent, resell, lease, sub-license, lend, assign, redistribute or otherwise attempt to transfer rights to the app to any third party;
  - not to remove, obscure, or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the app;
  - not to use any of TMR's or the vendor's services associated with the app in any manner that could modify, interfere with, damage, disable, overburden, or impair such services or interfere with any other party's use and enjoyment of them;
  - not to use any unauthorized third party software that intercepts, mines, or otherwise collects information from or through the app, or facilitate, create or maintain any unauthorized connection to the app;
  - not to use the app to circumvent any security mechanisms, including mechanisms for preventing the unauthorised reproduction or distribution of the content in the app;
  - not to use the app in any way to transmit, directly or indirectly, any unsolicited bulk communications (such as e-mails, voice, photos, video, chat or instant messages);
  - not to use the app for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive;
  - not to use the app in any way that violates this agreement, any law, or the rights of any third party, including any applicable third party terms of agreement (such as your telecommunications service provider agreement);
  - not to assist a third party to any of the things prohibited in this section of this agreement; and
  - that if you become aware of any violation of this agreement, you will immediately notify TMR and provide TMR with assistance, as requested, to stop or remedy the violation.

## 4. Data charges and access

- The app requires a functional internet data connection for the initial installation and to receive updates and notifications.
- Depending on your specific circumstances, your telecommunications provider may charge you a fee for downloading, installing and/or using the app. You acknowledge and agree you are entirely responsible for any such costs.
- TMR and the vendor disclaim any and all responsibility for or associated with your arrangements with your telecommunications provider including network access and data allowances.

## 5. Intellectual property

- You do not own the app or any information that is provided to you through it, including any information obtained by using the app to verify any digital credentials or products.
- The licence to download, install and use the app does not, and is not intended to, grant you any interest or right with respect to any intellectual property in the app, associated services or any other information or data.
- TMR and the vendor reserve all their rights in the intellectual property residing in the app and the data and information generated or produced by the app, including without limitation, copyright, trademarks and designs. Nothing in this agreement shall be construed to restrict, transfer, convey, encumber, alter, impair or otherwise adversely affect TMR's or the vendor's ownership or proprietary rights.
- You accept and agree not to download, display, reproduce, create derivative works from, transmit, sell, distribute or in any way exploit the app except as set forth in this agreement.
- You agree not to use any trademarks, service marks, names, logos, or other identifiers of TMR or its employees, licensors, independent contractors, providers and other affiliates without the prior written permission of TMR. You agree not to use any trademarks, service marks, names, logos, or other identifiers of the vendor or its employees, licensors, independent contractors, providers and other affiliates without the prior written permission of the vendor or the relevant affiliate.
- You accept and agree not to use TMR's or the vendor's trademarks in, as or as part of your own trademarks or those of any third parties or in a manner likely to cause confusion.
- If you provide feedback or an enquiry to TMR or the vendor through use of the app, you grant TMR a worldwide perpetual irrevocable licence to use and disseminate your feedback or enquiry for the purposes of improving TMR's or the vendor's services and to respond to your enquiry if you request a response. You agree to provide the mandatory information as requested by TMR in its feedback and enquiry form and to not insert or send any malicious, harmful, derogatory, unlawful or defamatory content in connection with this form or the app.
- The app may include open source or third party software, and your use of the app is subject to any licences or agreements governing such software.
- In the event of any third party claim that the app or your possession and use of that app infringes that third party's intellectual property rights, TMR and the vendor, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

## 6. No warranty

- The app is provided 'as is' and, to the maximum extent permitted by law, TMR and the vendor do not expressly or implicitly warrant:
  - that the app is fit for any particular purpose, including the intended purpose;
  - the accuracy, reliability, adequacy, completeness or currency of the app or the data and information it contains or provides;
  - the sufficiency of personal, or any other information provided by any pre-established grouping of information in the app for any scenario, purpose or requirement under law to provide information;
  - the app will be error free or available for use at any particular time without interruption;
  - the app will meet your requirements or apply to your circumstances; or
  - that any website including any third party app store is free from any viruses or malicious software or code which may be transmitted to a mobile device in connection with the download and installation of the app.
- No oral or written information or advice given by TMR and/or the vendor shall create a warranty or in any way increase the scope of any warranty that cannot be disclaimed under applicable law.
- If a mandatory term is implied in this agreement by law, or a mandatory consumer guarantee applies to goods or services provided in connection with this agreement, to the maximum extent permitted by law, TMR's and vendor's liability for breach of the term or guarantee is limited, at the relevant party's option, to (a) in the case of goods not of a kind ordinarily acquired for personal, domestic or household use or consumption, either replacement or repair of the goods or payment of the cost of replacing or repairing the goods; and (b) in the case of services not of a kind ordinarily acquired for personal, domestic or household use or consumption, to either resupply of the services or the cost of the resupply of the services. As the app is provided at no additional cost, no refunds apply.
- To the extent that any warranty or liability exists under law and cannot be effectively disclaimed or excluded, TMR and the vendor, not Apple, will be solely responsible.
- In the event of any failure of the app to conform to any applicable warranty, you may contact TMR using the contact details in clause 16. You may also notify Apple, but to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be TMR and the vendor's sole responsibility.
- To the extent that TMR and the vendor provide any maintenance or support for the app or are required to do so by applicable law, TMR and the vendor shall provide such maintenance or support, and TMR, the vendor and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the app.

## 7. Limitation of liability and indemnity

- In this clause 7, references to the app are to the app inclusive of the data and information it contains or provides.
- To the maximum extent permitted by law, TMR disclaims and excludes all liability for any claim, liability, loss (including loss of profit, revenue, goodwill or business opportunities, damage to reputation and any indirect or consequential loss), damage or expense of any kind, however caused (including by negligence), arising out of or in connection with the app including its download, installation and use.

- To the maximum extent permitted by law, the vendor disclaims and excludes all liability for any claim, liability, loss (including loss of profit, revenue, goodwill or business opportunities, damage to reputation and any indirect or consequential loss), damage or expense of any kind, however caused (including by negligence), arising out of or in connection with the app including its download, installation and use.
- You hereby release, discharge, indemnify and hold harmless both TMR and the vendor and each of their officers and employees from and against any claim (including by you) which may be brought against or made upon or incurred by any of them in connection with:
  - your use of the app (whether or not that use is for the intended purpose);
  - any use of any functionality to disclose or delegate any personal information included in the app to any person;
  - any reliance by you or any person on the accuracy of any information provide in, to or by the app;
  - your breach of this agreement;
  - any alleged or actual breach of any of your representations, warranties or obligations set forth in this agreement;
  - any alleged or actual infringement, misappropriation or any violation of the rights of any other party;
  - any alleged or actual violation of or non-compliance with any applicable law, rule or regulation;
  - any indirect, incidental, punitive, special or consequential damages;
  - your negligence or wilful misconduct;
  - your use or misuse of the app;
  - breach of any law associated with the use of the app; or
  - your infringement of the intellectual property rights or moral rights of any third party.
- To the extent that you or any third party may have any claim relating to the app or your possession and/or use of the app, you, TMR and the vendor acknowledge that TMR and the vendor, not Apple, are responsible for addressing any such claims, including, but not limited to: (i) product liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

## 8. Updates & availability

- You acknowledge and understand that TMR may from time to time issue updates to the app or new versions of the app. You accept and agree to install, update and enable any updates or new versions of the app deemed critical by TMR. You accept and agree to do this to continue accessing the app.
- You acknowledge and understand that TMR has the right to modify, suspend or discontinue the app or any portion thereof at any time, including the availability of any area of the app. The vendor or its suppliers may also impose limits on certain features and services or restrict your access to parts or all of the app without notice or liability. TMR and the vendor shall be entitled, in their sole discretion and without notice, to correct any errors or omissions in any portion of the app or any data or information it contains or provides.
- You accept and agree that the app may be unavailable during scheduled and unscheduled maintenance. You acknowledge and understand that TMR and/or the vendor may undertake maintenance activities without notice.
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## 9. Your representations and warranties

- You represent and warrant to TMR and the vendor that:
  - you have full power to enter into this agreement and perform your obligations under and that you are an authorized user of the mobile devices providing access to the app and that you are authorized to enter into this agreement; and
  - you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## 10. Severability

- If any part of this agreement is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the agreement and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

## 11. Governing law

- This agreement is governed by and construed in accordance with the laws of Queensland and in the event a dispute arises from this agreement you submit to the non-exclusive jurisdiction of the courts of Queensland.

## 12. Interpretation

- References to currency or monetary charges in the app are in Australian Dollars (AUD).
- Time is provided in Australian Eastern Standard Time as it exists in Brisbane, Queensland, Australia (GMT + 10:00).

## 13. Entire Agreement

- You accept and agree that this agreement and any supplemental terms constitute the entire agreement between you, TMR and the vendor concerning the subject matter of this agreement, which may only be modified by TMR. This agreement and any supplemental terms constitutes the entire agreement between you, TMR and the vendor concerning the subject matter of this agreement, which may only be modified by TMR, and supersedes all prior agreements between you, TMR and the vendor. No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement.

## 14. Termination

- You acknowledge and understand that TMR is entitled, without any liability to you, to restrict, suspend or terminate your access to the app in whole or in part, without notice and without any liability to you, with respect to any breach or threatened breach by you of any portion of this agreement, or for any other reason.

- You accept and agree that TMR may terminate this agreement at any time. All provisions of this agreement, except for the licence granted in section 5 above, survive the termination of the agreement.

## 15. Privacy

- A privacy notice accompanies these terms. You acknowledge and understand that accepting this agreement includes accepting and agreeing to the contents of the accompanying privacy notice.
- You accept and agree to take reasonable steps to prevent unauthorised access to personal information stored in the app, including maintaining the confidentiality of any log-in credentials, passwords or other access security features to the app or your mobile device.
- You accept and agree to take reasonable steps to prevent the transfer, storage, copying, taking of screenshots, release, and/or unauthorised display of any information of any third party obtained in, from or through the app, except when required for legitimate business purposes and with the informed consent of the third party, or when required or authorised by law.
- The app is designed, developed, supported and otherwise managed by TMR in conjunction with the vendor and other commercial supplier/s. The vendor and each supplier engaged by TMR will manage and store personal information using the same or substantially similar information privacy standards as TMR, and will not disclose personal information to a third party except with your consent or when required or authorised by law.
- You acknowledge, understand and agree that personal information may be sent out of Australia when the app is taken, used or accessed outside of Australia.
- You accept and agree for TMR to use your personal information, including de-identified information about your use of the app, in order to make the app available for use, to improve the app and to provide support for the app.
- You accept and agree for TMR to disclose your information to third parties in order to include any non-TMR issued credentials or products if you use the Credential Functionality in the app for this purpose.
- TMR (and its contractors) may use the information recorded about your use of the app to contact you and invite you to participate in surveys and to otherwise improve the app and TMR services more generally.
- By downloading the app you consent to TMR delivering push notifications to your device to invite you to participate in TMR customer surveys or to issue reminders, notifications and other updates and communications to you.
- You acknowledge and agree that TMR may issue push notifications to your mobile device, irrespective of whether push notification functionality has been disabled or restricted.
- You acknowledge and understand that the app may be configured to report information back to TMR and/or the vendor relating to ICT errors arising in connection with the use of the app, without notice to you.
- If you provide feedback or an enquiry to TMR through use of the app, TMR may collect and use your personal information in accordance with its privacy policy.
- Unless otherwise stated in this agreement, no attempt will be made to identify users or users' activities, unless TMR is required by law to do so.

## 16. Contact

- TMR is available for contact:

Phone: 13 23 80

Email: [digitalllicence@tmr.qld.gov.au](mailto:digitalllicence@tmr.qld.gov.au)

Mail:

General business

PO Box 673

Fortitude Valley Qld 4006

Compliments and complaints

Department of Transport and Main Roads

GPO Box 1412

Brisbane Qld 4001