

Q6 Website Terms of Use

Last updated: December 12, 2024

Website Terms of Use

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE WEBSITE. BY ACCESSING OR USING ANY PART OF THE WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU MAY NOT ACCESS THE WEBSITE. THE WEBSITE IS AVAILABLE ONLY TO INDIVIDUALS WHO ARE AT LEAST 18 YEARS OLD.

These Website Terms of Use (the "Agreement") govern all use of the q6inc.com website, or other website(s) owned and operated by Q6 (the "Website"). The Website is offered subject to your acceptance, without modification, to the terms and conditions contained herein as updated subject to this Agreement. For the avoidance of doubt, this Agreement does not control or govern your use of the Q6 Platform and Q6 APIs.

1. Website Eligibility

1.1. The Website, and Content (as defined herein) provided on the Website by Q6, is provided only to entities and persons over the age of 18.

2. License and Ownership

2.1. Q6 grants to you a limited, personal, non-transferable, non-sublicensable, revocable license to access and use the Website, including Content provided within the Website, in the manner presented by Q6.

2.2. Ownership, right and title of all Content provided on the Website shall remain with Q6 (as applicable) at all times. This Agreement does not transfer any Q6, or third party intellectual property, to you.

3. Responsibility of Website Visitors

3.1. By accepting this Agreement, you agree not to use, or facilitate others to use, the Website in a way that is harmful to others or overburdens or otherwise impairs the Website. Examples of such use include, without limitation:

- Engaging in illegal or fraudulent activities;
- Infringing a third party's intellectual property rights;
- Violating the security or integrity of any computer, network or communications system;
- Using any process or device (automated or otherwise) to retrieve, index, "data mine", "scrape", or in any way reproduce the presentation of this website or its Content, unless otherwise permitted under applicable content licensing permissions.

4. Privacy Policies

4.1. Your use of the Website is subject to the Q6's [Privacy Policy](#) and [Acceptable Use Policy](#), which is incorporated herein by reference.

5. Modifications / Updates

5.1. Q6 has the right to update all or any part of the Content, Website, and terms of this Agreement at any time without notice. Your continued use of the Website shall constitute agreement to any and all such updates.

5.2. Q6 reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the Website (or any part of it) with or without notice.

6. General Representation

6.1. You represent and warrant that: (i) your use of the Website will be in strict accordance 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 (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

7. Termination

7.1. Q6 may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately.

8. Limitation of Liability

8.1. In no event will Q6 or any of its affiliates, suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any damages whatsoever. Q6 shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

9. Indemnification

9.1. You agree to indemnify and hold harmless Q6, its affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of this Website, including, but not limited to, your violation of this Agreement.

10. Miscellaneous

10.1. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid,

void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

10.2. The failure of either party to enforce at any time, or for any period of time, the provisions of this Agreement shall not be construed to be a waiver of such provisions or of the right of such party to enforce each and every such provision.

10.3. 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.

10.4. This Agreement shall be construed and enforced in accordance with the laws of Kansas, U.S.A., and the parties submit to the jurisdiction of the State and Federal courts in Olathe, Kansas, without giving effect to any conflicts of laws principles.