Website Terms and Conditions of Use

(As of: November 1, 2024)

Welcome

These Terms and Conditions govern your use of this website, which provides information about QSR Automations, LLC and other related goods and services we offer. We are QSR Automations, LLC ("QSR Automations®") and we may refer to ourselves in these Terms and Conditions as "we," "us," or "our". This website also provides you a link with the means to register with us so you can activate the application and receive the related services. The "QSR Automations Privacy Policy" applies to your use of the site as well as your use of the related services.

Changes in Terms and Conditions of Use

We may at any time and without notice change these Terms and Conditions (including the Privacy Policy), as well as the content of this site, and the new or changed Terms and Conditions will govern your future use of this website.

Copyrights and Use of Content

This website and its contents are protected under United States copyright laws and worldwide copyright laws and treaties, as well as applicable trade dress and other laws, and are the exclusive property of QSR Automations or its content suppliers. All rights are reserved by QSR Automations. The content and/or images from this site may not be distributed, transmitted, reused, reproduced or used in violation of applicable law in whole or in part for public or other commercial purposes in any form without the express prior written consent of QSR Automations.

Trademarks

ConnectSmart® and QSR Automations® are protectable trademarks of QSR Automations. Use of any of the marks of QSR Automations is prohibited unless you have received prior written consent from QSR Automations or the use qualifies as "fair use" under applicable law.

Information and Disclaimer of Warranties

YOU AGREE THAT ALL ACCESS AND USE OF THIS SITE, AND ANY LINKED PAGES, IS AT YOUR OWN RISK. WE PROVIDE THIS WEBSITE AND OUR SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED, UNLESS OTHERWISE NOTED. WE SPECIFICALLY DISCLAIM

THE **IMPLIED** WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THIS SITE AND ANY SERVICES PROVIDED OR SOLD THROUGH THIS SITE AND WE DO NOT GUARANTEE UNINTERRUPTED ACCESS OR AVAILABILITY OF THIS WEBSITE.

Liability

YOU AGREE THAT IN NO EVENT WILL QSR AUTOMATIONS (OR ANY OF OUR SHAREHOLDERS, OFFICERS, DIRECTORS OR EMPLOYEES) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THIS WEBSITE OR THE PURCHASE OR ACCESS OF GOODS OR SERVICES THROUGH THIS WEBSITE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS, WHETHER ARISING UNDER STATUTE, LAW, CONTRACT, OR TORT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGE WILL OCCUR. FURTHER YOU AGREE THAT NEITHER QSR AUTOMATIONS NOR ANY OF OUR SHAREHOLDERS, OFFICERS, DIRECTORS OR EMPLOYEES WILL BE LIABLE FOR ANY TECHNICAL, HARDWARE

OR SOFTWARE FAILURE OF ANY KIND, ANY INTERRUPTION IN THE AVAILABILITY OF THIS SITE, ANY DELAY IN OPERATION OR TRANSMISSION, ANY INCOMPLETE OR GARBLED TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, OR OTHER SIMILAR LOSS. YOU AGREE THAT OUR TOTAL LIABILITY FOR DAMAGES UNDER THESE TERMS SHALL BE LIMITED TO THE GREATER OF (I) \$50 OR (II) THE TOTAL AMOUNT YOU HAVE PAID TO QSR AUTOMATIONS FOR GOODS OR SERVICES PURCHASED THROUGH THIS WEBSITE OVER THE LAST 30 DAYS.

Third Party Sites

Any mention of or link to another website that is not under the control of QSR Automations or relating to any other company or its products or services is for informational purposes only, and does not constitute an endorsement or a recommendation by QSR Automations

Applicable Law

Irrespective of the country in which you may be located, you agree that this site is provided in accordance with the laws of the United States of America and the Commonwealth of Kentucky, and shall be governed by the laws of the Commonwealth of Kentucky and the United States of America.

Compliance with Laws

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of this site.

Indemnification

You agree to indemnify and hold harmless QSR Automations, its officers, directors, shareholders, and employees from and against any claims, actions, demands, liabilities, and settlements (including without limitation reasonable attorneys' fees) arising out of your breach of these Terms and Conditions.

Your Use Indicates Your Agreement

Your use of this site at any time constitutes your acceptance of these Terms and Conditions. If you do not agree to be bound by these Terms, you must discontinue your use of this site.

End User Agreement

When you establish a User account to enable you to access ConnectSmart and use the ConnectSmart services, you will be required to agree to an End User Agreement that will govern our license to you of the application and your use of the services we provide. Should there be a conflict between these Terms and Conditions and the End User Agreement with respect to any specific subject matter, the End User Agreement will prevail for that specific subject matter.