

# Terms of Use

Welcome to Q2C! Thank you for your interest in our products and services. This document outlines the terms and conditions that apply to your access and use of our websites.

In this document we will use the terms “**Q2C**”, “**us**”, “**our**” and “**ours**” in reference to Q2C NV, a Belgian corporation having its main place of business at 19 Vaardijkstraat, 8200 Bruges, Belgium. We will also use the words “**you**”, “**your**” and “**yours**” in reference to any person who accesses or uses any of our websites or their content. Finally, we will use the word “**content**” in reference to any material, such as text, audio or video files, electronic documents, images, and any other content that may be uploaded, imported into or otherwise made available through our portals or any services made available through them in connection with the use of these portals or services.

## 1. Our websites and content

### [Our websites and portals](#)

Our websites are made available to you primarily for informational purposes. Some of our websites also enable you to manage accounts in relation to your access and use of some of our products and services. These websites are referred to as our “**portals**”.

While this document will cover your access and use of all of our websites, access and use of our products and services which may be made available through them, in whole or in part, is subject to dedicated product or service terms and conditions. These dedicated product or service terms and conditions will apply concurrently with the terms outlined in this document.

We may change our websites or delete any features or functionality, in whole or in part, in any way at any time for any reason. As such, we make no commitments with respect to the continued availability of our websites or any of their content.

### [Cookies and other tracking technologies](#)

Our websites use cookies and other similar technologies to make your experience on our websites more enjoyable and relevant to you and your needs. To learn more, please refer to our cookie policy at [www.q2c.com/legal/cookies](http://www.q2c.com/legal/cookies).

### [Copyrights](#)

All materials provided on our websites, including but not limited to the content, organization, graphics, design, compilation, logos, documents, software, services, digital conversion and other matters are protected under applicable copyrights, trademarks and other intellectual proprietary rights. The copying, redistribution, use or publication of material found on the website by you of any such matters or any part of our websites is strictly prohibited without our express prior written consent. You do not acquire ownership rights to any content, document or other materials viewed through our websites. The posting of information or materials on the websites does not constitute a waiver of any right in such information and materials. Some of the content on the site may be owned and/or represent copyrighted work of third parties.

### [Corrections](#)

We strive to ensure that all information available on our websites is accurate and up-to-date. If you believe that any corrections are necessary, please contact us at [support@q2c.be](mailto:support@q2c.be). If you wish to report problems pertaining to our any of websites, ask questions, report misuse or express concerns concerning this document, please contact us at [info@q2c.be](mailto:info@q2c.be).

## [Feedback](#)

We always welcome thoughts, feedback, ideas and suggestions on how to improve our websites, products and services (“**Feedback**”) to make them better and more suitable for your needs. You may at your own discretion from time to time choose proactively to share with us, without having any obligation to do so. When you do so, you understand that you are allowing us to use your Feedback to improve or develop new websites, products, services or features. Therefore, if you share any Feedback with us, you grant us a nonexclusive, perpetual, irrevocable, worldwide, fully paid-up, royalty-free, transferable, assignable and sublicensable license to adapt, transform, reduce to practice, use, reproduce, distribute, make, have made, sell, offer to sell, publicly display, publicly perform, translate and otherwise utilize your Feedback.

## [Electronic communications](#)

By registering with Q2C or signing up for services, you understand that we may send you electronic messages with information regarding your accounts with us as well as about our products and services. Such messages may include notices about your use of our products or services, including notices of violations of use), information about updates to the products, services or new features or products. You may also opt into receive promotional information and materials regarding our products and services. You will always have the right to unsubscribe from receiving these promotional communications by visiting your settings in your account to control the messages you receive from us or unsubscribe by following the instructions in the message. Notices emailed to you will be considered given and received when the email is sent.

## 2. [Third-party services and content](#)

Our websites may expose you to content and services made available by third parties. Any such third-party content on any of our websites is made possible by us for your convenience only. You understand that the presence of any such third-party content on our websites, the availability of any link to any such third-party website, or the services made available through them, do not signify that Q2C promotes, endorses or otherwise supports any such third-party or its content. We further expressly disclaim all liability in connection with any such third-party content on our websites, including without limitation any user submissions. We are not responsible or liable for the behavior, features, content or the privacy practices employed by any third parties, or for any transaction you may enter into with any such third party. If you have any questions or concerns regarding the third-party products, services or content, please contact the relevant third party directly.

### [Other third-party services](#)

Q2C may host its portals for the benefit of third parties that manage such portals and make them available to their own customers. We may also share links to third-party websites. However, we are not responsible for the content or the privacy practices employed by these other sites.

Your use and any exchange of any information between you and the third-party provider is solely between you and such third-party provider. Q2C makes no warranties of any kind and assumes no liability of any kind for your use of or reliance on such third-party products.

## 3. [Legal Stuff](#)

### [How to contact us](#)

If you need to give us any formal notice in relation to these terms of use or any of our websites for which no specially-designated content information has been provided elsewhere in this document, you may reach us at [info@q2c.be](mailto:info@q2c.be), or by postal mail at 19 Vaartdijkstraat, 8200 Bruges, Belgium.

### [Compliance with laws](#)

You understand and agree that your access and use of our websites and any information, materials and services made available through them, must be in full compliance with all applicable laws, rules

and regulations, including those pertaining to privacy, intellectual property, and exports and imports laws and regulations. Considering the nature of the internet, access to our websites, including any information, materials and services made available through them, may be available to you in territories where access to such information, materials or services is prohibited. You are responsible for determining if and how you need to comply with the applicable laws, rules or regulations of the territory where you are located before you use any of our websites and any information, materials and services made available through them.

### [Copyright Protection](#)

We respond to notices of alleged infringement of by copyrights on our websites, including with regards to content uploaded by our users, in accordance with the requirements of the copyright laws. We will promptly terminate the accounts of those determined by us to be "repeat infringers", without notice.

If you are an owner a copyright or the agent of a copyright owner, and you believe that any content made available on any of our websites infringes your copyrights, we invite you to submit a written notification to us by providing with the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) the identification of the copyrighted material claimed to have been infringed, or, if multiple copyrighted materials on our websites are covered by a single notification, a representative list of that content on our websites; (c) the identification of the content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and such other information as may be reasonably necessary for us to locate and remove the content; (d) all relevant contact information to enable us to contact the complaining party; (e) an explicit statement that the complaining party has a good faith belief that use of the content in the manner described in the complaint notice is not authorized by the copyright owner, its agent, or the law; (f) a statement attesting the accuracy and the completeness of the information outlined in the infringement notice to us; and (g) a statement attesting, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please note that if you do not fully comply with the requirements outlined above, your copyright infringement notice may not be valid, and any removal requests may not be acted upon.

Please note that any other feedback, comments, requests for technical support or other communications should be directed to Q2C customer service.

### [Disclaimer of warranty](#)

We make available our websites, including any of their content and any services made available through them, for your convenience only. We are using all reasonable endeavours to ensure that the information and materials made available on our websites meet our users' expectations of accuracy and quality. However, errors are always possible. Therefore, we make available our websites (and all of their content and services made available through them) on an "as is" and "as available" basis. To the fullest extent permitted under the laws of the jurisdiction where you are located, we make no promises and expressly disclaim all warranties with respect to our websites or any software, services, content used in or made available through them (whether provided by Q2C or any third party), including without limitation with regards to their performance, uninterrupted operation, availability, coverage, security, operation. All websites are provided "as is" and "as available", without any representations or warranties whatsoever, including, without limitation, any warranties of accuracy, quality, security, non-infringement, merchantability, availability or fitness for a particular purpose.

### [Limitation of liability](#)

To the fullest extent permitted under the laws of the jurisdiction where you are located, in no event will Q2C be liable for any damages, including without limitation any indirect, consequential, special, exemplary, incidental, or punitive damages arising out of, based on, or resulting from your access or use of any of our websites, their content or any services made available through them, or otherwise in relation to these terms of use, even if Q2C has been advised of the possibility of such damages or such damages were foreseeable. To the fullest extent permitted under the laws of the jurisdiction

where you are located, we further disclaim all liability with respect to any claims or damages arising from or related to any content or services made available on our websites, or your reliance on them, regardless of whether it was provided by Q2C or any third party; and for any loss or corruption of your content, including any costs or expenses associated with backing up or restoring any of such content.

### Indemnification

You agree to defend Q2C, our affiliated companies, contractors, employees, agents and our third-party suppliers, licensors, and partners (each referred to as an “**indemnified party**”) from any demands, claims, causes of action, suits and proceedings (each a “**claim**”) arising out of or related to your breach of these terms of use; your use of our websites; your content; your breach of any of your promises or guarantees outlined in this document; and/or your violation of any person’s intellectual property, privacy or other rights, or the law. You further agree to indemnify and hold the indemnified parties harmless from all damages, losses, liabilities, penalties, fines, judgements, charges, legal and other fees and expenses (collectively referred to as “**damages**”), resulting from or related to such claims. You may not accept or enter any settlement of any claim without obtaining prior written approval from us, and no such settlement will be binding on any indemnified party unless first approved by Q2C in writing.

Q2C further reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of any claim. We will endeavour to notify you of any such claim becoming aware of it.

### Miscellaneous

If any part of these terms is determined to be invalid or unenforceable under the applicable law, then the invalid or unenforceable part will be deemed replaced by valid and enforceable language that most closely matches the intent of the original part of this document, and the remainder of these terms will remain in full force and effect.

Failure or delay by one party to enforce its rights under this document or will not affect the party’s ability to exercise such rights at any time thereafter.

These terms will be interpreted and enforced in accordance with the laws of Belgium except for any conflict of laws principles, and all disputes between the parties must be brought exclusively before the courts sitting in Brussels, Belgium. However, the foregoing does not prohibit either party from seeking injunctive or other equitable relief in any other jurisdiction in case of any violation, breach or infringement of its rights related to privacy, intellectual property or confidentiality in such jurisdiction.

These Terms of Use constitute the entire agreement between you and Q2C with respect to your access and use of our websites. For clarity, this document does not replace any terms and conditions applicable to your access and use of any of our products and service, the terms of which will apply in parallel with, and not in replacement to, the terms outlined in this document.

### Updates to this document

We reserve the right to make changes to this document at any time by posting a revised version of these Terms of Use on our website. The revised terms will become effective from the date of their publication on the website. If the changes are substantial, we will endeavour to display a more prominent notice. Continued use of our websites after such changes will constitute your acceptance of the changed terms.

This document has been last updated on May 18, 2021. The latest version of this document is available at [www.q2c.com/legal/termsfuse](http://www.q2c.com/legal/termsfuse).