

Last Updated: 11/25/2024

1. Acceptance of Terms

QHero LLC ("Company", "we", "us", or "our") provides QHero.ai (the "Service") subject to your compliance with the terms and conditions set forth in this Terms of Service Agreement (the "Agreement"). By using the Service, you agree to be bound by this Agreement. If you do not agree to these terms, please do not use the Service.

2. Modification of Terms

We reserve the right, at our discretion, to change, modify, add, or remove portions of these terms at any time. Please check these terms periodically for changes. Your continued use of the Service following the posting of changes to these terms will mean you accept those changes.

3. Registration

To use certain features of the Service, you may be required to register an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

4. Privacy Policy

Your use of the Service is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Service you consent to the collection and use of this information.

5. User Conduct

You agree not to use the Service to:

- Violate any local, state, national, or international law or regulation.
- Transmit any material that is abusive, harassing, defamatory, obscene, or otherwise objectionable.
- Transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation.
- Knowingly transmit any material that contains adware, malware, spyware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

6. Intellectual Property Rights

All content and materials provided on the Service are the property of QHero or its licensors and are protected by applicable intellectual property laws. You agree not to copy, reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of such content and materials, in whole or in part, by any means.

7. Security and Data Privacy

QHero is committed to safeguarding the security and privacy of your data. We employ industry-standard encryption and access control measures to protect sensitive information transmitted through and stored within our platform. User data is only accessed or shared as necessary to provide the agreed-upon services or comply with legal obligations. By using QHero, you consent to our data handling practices as outlined in our Privacy Policy, which details how we collect, use, and protect your information. Users are responsible for maintaining the confidentiality of their login credentials and promptly notifying us of any unauthorized access or security concerns.

8. Third Party Vendors and Services

QHero may integrate with or rely on third-party vendors and services to enhance functionality, such as payment processing, data storage, and analytics. We select partners that adhere to strict security and compliance standards; however, we are not responsible for their independent practices or policies. By using QHero.ai, you acknowledge and agree that third-party providers may process your data as necessary to deliver their services. For more details, please refer to our Privacy Policy and the terms of the respective third-party services.

9. Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach the Terms.

10. Limitation of Liability

In no event shall QHero be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to, use of, or inability to access or use the Service; (b) any conduct or content of any third party on the Service.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law principles.

12. Changes to the Service

We reserve the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

13. Contact Information

If you have any questions about this Agreement, please contact us at info@qhero.ai.

QHero

216 Main St. C100, Edwards, CO 81632

info@qhero.ai

970-688-7080

Privacy Policy

Effective Date: 11/25/2024

QHero (“we,” “us,” or “our”) is committed to protecting your privacy. This Privacy Policy outlines our practices regarding the collection, use, and disclosure of information that we receive from users of our website qhero.ai (the “Site”). This policy is designed to comply with regulatory standards and reflects our commitment to security, confidentiality, and privacy.

1. Information We Collect

We may collect the following types of information:

- **Personal Information:** Information that identifies you as an individual, such as your name, email address, phone number, and postal address.
- **Usage Data:** Information about how you use our Site, including your IP address, browser type, access times, and pages viewed.
- **Cookies and Tracking Technologies:** We use cookies and similar tracking technologies to track the activity on our Site and store certain information.

2. How We Use Your Information

We may use the information we collect for various purposes, including:

- To provide, maintain, and improve our site and services.
- To communicate with you, including responding to your inquiries and sending you updates.
- To monitor the usage of our site and detect, prevent, and address technical issues.
- To comply with legal obligations and protect our rights.

3. Data Security

We implement appropriate technical and organizational measures to protect your personal information from unauthorized access, use, disclosure, alteration, or destruction. These measures include:

- Encryption of sensitive information.
- Access controls to restrict data access to authorized personnel only.
- Regular security assessments and audits to identify and mitigate risks.

4. Data Sharing and Disclosure

We do not sell or rent your personal information to third parties. We may share your information in the following situations:

- **With Service Providers:** We may engage third-party service providers to assist us in operating our Site and providing services. These providers are required to protect your information and may not use it for any other purpose.
- **Legal Requirements:** We may disclose your information if required to do so by law or in response to valid requests by public authorities.

5. Your Rights

You have certain rights regarding your personal information, including:

- The right to access and obtain a copy of your personal information.
- The right to request correction of inaccurate or incomplete data.
- The right to request deletion of your personal information, subject to our legal obligations.

To exercise these rights, please contact us at info@qhero.ai.

6. Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on our Site. You are advised to review this Privacy Policy periodically for any changes.

7. Contact Us

If you have any questions or concerns about this Privacy Policy or our data practices, please contact us at:

QHero

216 Main St, C100 Edwards, CO 81632

info@qhero.ai

970-688-7080