



# QBox Terms of Service

Thanks for using QBox!

QBox Corp has developed the QBox software applications and platforms which it makes available to users via [app.qbox.ai](https://app.qbox.ai) for the purpose of evaluating data models for chatbots and conversational AI platforms. These are the terms and conditions that apply to use of QBox. By registering to use QBox, you confirm that you accept these terms and conditions and that you agree to comply with them. If you do not agree to these terms, you must not use QBox. If you have any questions about the terms, please let us know by emailing [hello@QBox.ai](mailto:hello@QBox.ai).

We amend these terms from time to time. Every time you wish to use QBox, please check these terms to ensure you understand the terms that apply at that time.

**Your attention is drawn in particular to the disclaimers in section 4 and the limit on QBox Corp's liability in section 8.**

## 1. Use of the QBox Services

- 1.1 Subject to the restrictions set out in this section 1, and the other terms and conditions of these terms, QBox Corp hereby grants to the User a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the QBox Services solely for the User's internal business operations or (if the User is a consumer) private domestic purposes.
- 1.2 The User shall not exceed the monthly usage limits for the QBox Service displayed to it during the registration process.
- 1.3 The User shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the QBox Services that:
  - (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - (b) facilitates illegal activity;
  - (c) depicts sexually explicit images;
  - (d) promotes unlawful violence;
  - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;



(f) is calculated to damage or hinder the operation of the QBox Services; or

(g) is otherwise illegal or causes damage or injury to any person or property;

and QBox Corp reserves the right, without liability or prejudice to its other rights to the User, to disable the User's access to any material that breaches the provisions of this section.

**1.4 The User shall not:**

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these terms:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or

(ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the QBox Services in order to build a product or service which competes with the QBox Services; or

(c) use the QBox Services to provide services to third parties; or

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the QBox Services available to any third party except the Authorised Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the QBox Services, other than as provided under this section 1.

**1.5 The User shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the QBox Services and, in the event of any such unauthorised access or use, promptly notify QBox Corp.**

**1.6 The rights provided under this section 1. are granted to the User only, and shall not be considered granted to any subsidiary or holding company of the User.**

**2. Services**



- 2.1 QBox Corp shall provide the QBox Services to the User on and subject to these terms.
- 2.2 The QBox Services are available on a month-by-month or on an Annual Subscription.
- 2.3 QBox Corp does not guarantee that the QBox Services, or any part of them, will always be available or be uninterrupted. QBox Corp may suspend or withdraw or restrict the availability of all or any part of the QBox Services for business and operational reasons. QBox Corp will try to give the User reasonable notice of any suspension or withdrawal.

### **3. Charges**

- 3.1 Each User who chooses the relevant option when signing up shall be entitled to a free trial ("Trial") allowing them to up to ten (10) tests without charge during which time such User shall be entitled to use all of the features of the QBox Services. If a User does not choose a Trial, then the User shall select the relevant service tier as set out in clauses 3.2 (b) to (d).
- 3.2 Following the expiration of the Trial, Users may either:
  - (a) continue to use and have access to the QBox Services in respect of the ten (10) tests created as part of the Trial and not create any new tests; or
  - (b) Upgrade to the "startup tier"; or
  - (c) Upgrade to the "standard tier"; or
  - (d) Upgrade to the "enterprise tier".
- 3.3 The relevant current pricing in respect of the service tiers set out in clauses 3.2 (b) to (d) above can be found on QBox Corp's website pricing page here: <https://qbox.ai/Pricing> and such prices shall apply to the QBox Services provided under this Agreement unless otherwise agreed in writing by the User with QBox Corp.
- 3.4 Any payments due from the User to QBox Corp in accordance with clause 3.2 above shall be paid in advance or, if agreed with QBox Corp, within thirty (30) days of the date



of QBox Corp's invoice, which may or may not be in response to receipt of a purchase order received by QBox Corp from the User, such payment to be by way of credit or debit card or direct bank transfer. All credit or debit card payments shall be processed by Braintree or such other third-party payment processor as QBox Corp shall choose at its absolute discretion from time to time.

- 3.5 Enterprise pricing is available to such Users as QBox Corp shall consider, in its absolute discretion, to be eligible. Users should contact QBox Corp to explore the availability of this pricing.

#### **4. User data**

- 4.1 The User shall own all right, title and interest in and to the User's Data Model and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the User's Data Model.
- 4.2 The QBox Services are not a backup service. In the event of any loss or damage to the User's Data Model using the QBox Services, the User's sole and exclusive remedy shall be for QBox Corp to use reasonable commercial endeavours to restore the lost or damaged User's Data Model from the latest back-up of such User's Data Model maintained by QBox Corp. QBox Corp shall not be responsible for any loss, destruction, alteration or disclosure of the User's Data Model caused by any third party (except those third parties sub- contracted by QBox Corp to perform services related to User's Data Model maintenance and back-up).
- 4.3 QBox Corp shall, in providing the QBox Services, comply with its Privacy Policy relating to the privacy and security of any account details for the User which comprise personal data. The [Privacy Policy is available here](#) and may be amended from time to time by QBox Corp in its sole discretion.

#### **5 No warranties**

- 5.1 The QBox Services are provided 'as is'. QBox Corp makes no other warranty of any kind, whether express, implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular use and noninfringement.
- 5.2 Without limitation, the information provided by QBox Corp regarding any User's Data



Model is intended for general information only. The User acknowledges that QBox Services are not designed for User's own particular individual circumstances and the QBox Services are not provided as a substitute for bespoke analysis of the User's Data Model.

- 5.3 QBox Corp makes reasonable efforts to update the algorithms and analysis used to power the QBox Services, but it makes no representations, warranties or guarantees, whether express or implied, that the QBox Services or the processes used to generate our evaluation reports are accurate, complete or up to date.

## 6 User's obligations

The User shall:

- (a) comply with all applicable laws and regulations with respect to its activities under these terms;
- (b) ensure that the Authorised Users use the QBox Services in accordance with these terms and shall be responsible for any Authorised User's breach of these terms;
- (c) obtain and shall maintain all necessary licences, consents, and permissions necessary for QBox Corp, its contractors and agents to perform their obligations under these terms, including without limitation the QBox Services;
- (d) ensure that its network and systems comply with the relevant specifications provided by QBox Corp from time to time; and
- (e) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to QBox Corp's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the User's network connections or telecommunications links or caused by the internet.

## 7 Proprietary rights

- 7.1 The User acknowledges and agrees that QBox Corp and/or its licensors own all intellectual property rights in the QBox Services. Except as expressly stated herein, these terms do not grant the User any rights to, under or in, any algorithms, patents, copyright,



database right, trade secrets, trade names, trade marks, know-how or techniques (whether registered or unregistered), or any other rights or licences in respect of the QBox Services.

7.2 "QBox" and the "Q" logo are trade marks of QBox Corp. The User is not permitted to use them without QBox Corp's prior written approval.

7.3 The User hereby agrees that QBox Corp may:

- (a) refer to the User as a customer of the QBox Services in any marketing and promotional marketing that QBox Corp may choose at its absolute discretion; and
- (b) use, display and show the User's name and logo on QBox Corp's website at <https://qbox.ai> or such other website as QBox Corp may determine at its absolute discretion.

## **8 Indemnity**

8.1 The User shall defend, indemnify and hold harmless QBox Corp against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the User's use of the QBox Services.

## **9 Limitation of liability**

9.1 Nothing in these terms excludes the liability of QBox Corp:

- 9.1.1 for death or personal injury caused by QBox Corp's negligence; or
- 9.1.2 for fraud or fraudulent misrepresentation; or
- 9.1.3 for any liability which may not lawfully be excluded.

9.2 **If the User is a consumer:** The User agrees not to use the QBox Services for any commercial or business purposes, and QBox Corp has no liability to the User for any loss of profit, loss of business, business interruption, or loss of business opportunity.



### 9.3 If the User is a business:

Except as expressly and specifically provided in these terms:

- 9.3.1 the User assumes sole responsibility for results obtained from the use of the QBox Services by the User, and for conclusions drawn from such use. QBox Corp shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to QBox Corp by the User in connection with the QBox Services, or any actions taken by QBox Corp at the User's direction;
- 9.3.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these terms; and
- 9.3.3 the QBox Services are provided to the User on an "as is" basis.

### 9.4 Subject to section 8.1:

- 9.4.1 QBox Corp shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these terms; and
- 9.4.2 QBox Corp's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these terms shall be limited to £100 (one hundred UK pounds sterling).

## 10 Term and termination

- 10.1 The User is responsible for terminating their account for the use of the QBox Services. This can be by way of either:
  - 10.1.1 selecting 'Cancel Plan' from the account page on the app.QBox.ai website; or
  - 10.1.2 contacting QBox Corp by way of email to support@qbox.ai.
- 10.2 For the avoidance of doubt, if the User terminates their account in accordance with



clause 10.1 above, then all personal data and other relevant information in respect of that Account shall be retained by QBox Corp in accordance with its Privacy Policy (as amended from time to time).

- 10.3 Other than Users who have purchased an Annual Subscription who may terminate this Agreement in accordance with clause 10.4 below, Users can terminate their use of the QBox Services at any time. If the User does so before the end of their current paid up month, then their termination will take effect from the end of the paid-up month in which they terminate their account in accordance with this clause 10.1, and they will not be charged again unless they re-activate their use of the QBox Services at some time in the future. There will not, under any circumstances, be any pro-rata repayment of any unused time in the last billing cycle.
- 10.4 QBox Corp may terminate the User's access to all or any part of the QBox Services at any time, with or without cause, with or without notice, effective immediately. Subject to clause 10.5 below, the User may terminate their QBox account at any time.
- 10.5 Users who purchase an Annual Subscription may terminate this Agreement at any time and their access to and use of the QBox Services shall continue for the remainder of the relevant Annual Subscription period and this Agreement will not renew in accordance with clause 10.6 below. For the avoidance of doubt, no refund of any sums paid by the User shall be made in the event of an early termination by them of an Annual Subscription.
- 10.6 At the end of each Annual Subscription this Agreement shall renew automatically for successive Annual Subscriptions unless terminated by QBox Corp or the User giving the other not less than ninety (90) days' written notice, such notice to expire at the end of the relevant Annual Subscription.
- 10.7 On termination of these terms for any reason:
  - 10.7.1 all licenses granted under these terms shall immediately terminate and the User shall immediately cease all use of the QBox Services; and
  - 10.7.2 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.



## 11 Other Important terms

- 11.1 No failure or delay by a party to exercise any right or remedy provided under these terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.2 Except as expressly provided in these terms, the rights and remedies provided under these terms are in addition to, and not exclusive of, any rights or remedies provided by law.
- 11.3 If any provision (or part of a provision) of these terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 11.4 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 11.5 These terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.6 The User shall not, without the prior written consent of QBox Corp, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms.
- 11.7 QBox Corp may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms.
- 11.8 These terms and any dispute or claim arising out of or in connection with them or their subject-matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.



- 11.9 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms or its subject matter or formation (including non-contractual disputes or claims).

## 12 Definitions

- 12.1 The definitions and rules of interpretation in this section apply in these terms.

**Annual Subscription:** means a subscription to the QBox Services for a twelve (12) month period commencing on the date of [ ] and termination.

**Authorised Users:** those employees, agents and independent contractors of the User who are authorised by the User to use the QBox Services.

**QBox Services:** the data model and conversational AI platform evaluation tool services provided by QBox Corp to the User under these terms via app.QBox.ai or any other website notified to the User by QBox Corp from time to time ("Site"), and any user guides or other documentation provided by QBox Corp by means of the Site.

**Software:** the online software applications provided by QBox Corp as part of the QBox Services.

**User's Data Model:** the digital files uploaded by the User, or Authorised Users, in JSON or CSV format (or such other format as may be supported by the QBox Services) by means of the app.QBox.ai website, for the purpose of receiving the QBox Services.

**User:** a user of the QBox Services who has registered as such on the app.QBox.ai website.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**QBox Corp:** QBox Corp, the operator of the QBox Services, which is a company registered in England and Wales under company number 13858251 and whose registered office and principal place of business is at Campus Reading International, Reading, RG2 6DA, United Kingdom.