



Terms of Use

05/07/2026

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Terms of Use

The qmetrics.us website (the "Site") is owned and operated by QMetrics, Inc. ("QMetrics," "we," "us," or "our"). These Terms of Use ("Terms") govern your access to and use of the Site. By accessing or using the Site, you agree to these Terms and our Privacy Policy.

License

QMetrics grants you a limited, non-exclusive license to access and use the Site for lawful business purposes only. You may not copy, reproduce, distribute, or use branding without permission.

Modification

QMetrics reserves the right, at its sole discretion, to modify, suspend, or discontinue the Site, or any portion thereof, at any time, either temporarily or permanently, with or without prior notice. You agree that QMetrics shall not be liable to you or any third party for any modification, suspension, or discontinuation of the Site.

Acceptable and Prohibited Uses

By accessing or using the Site, you agree to the following:

Acceptable Use

- You will use the Site solely for legitimate business purposes.
- You confirm that you are at least 18 years old and legally capable of complying with these Terms of Use.

Prohibited Use

You agree that you will not:

- Use the Site for any illegal or unauthorized purpose, including any activity that violates intellectual property rights.
- Disclose any confidential, sensitive, or proprietary information on the Site.
- Disrupt, interfere with, or otherwise compromise the security or integrity of the Site, including its systems, servers, networks, or resources.
- Reverse engineer, disassemble, decompile, or otherwise attempt to extract source code or underlying functionality from any part of the Site.
- Access or attempt to access another user's account without proper authorization.
- Use any robot, spider, crawler, scraper, or other automated means or processes to access, collect, harvest, or compile information from the Site for any purpose, except for use by a generally available internet search engine in accordance with its standard indexing practices.

Treatment of Personal Information Received through the Site

We use the term "Personal Information" to refer to information that, on its own, could identify or enable someone to contact you, such as your full name, address, telephone number, or email address. By knowingly and voluntarily submitting personal information to QMetrics through the Site, you authorize QMetrics to collect and use such information in accordance with the terms of QMetrics's Privacy Policy (the "Privacy Policy"). You should not submit any confidential or proprietary information to QMetrics through the website. Except as otherwise stated in the Privacy Policy, any information or materials sent to QMetrics through the Site will be considered non-confidential. We encourage you to review the Privacy Policy to better understand QMetrics's data handling and privacy practices.

External Links

QMetrics does not make any representations about any other website you may access through this Site. When you navigate to a non-QMetrics website, even if it displays the QMetrics logo, you should recognize that it operates independently from QMetrics and that QMetrics has no authority over its content. Additionally, the presence of a link to a non-QMetrics website does not indicate that QMetrics endorses or assumes responsibility for the accuracy, content, or use of that site. It is your responsibility to take appropriate measures to ensure that any materials you access are free from viruses, worms, Trojan horses, or other potentially harmful elements.

Accuracy of Content

QMetrics does not guarantee the accuracy or completeness of the information available on this Site. The company reserves the right to modify or update the content at any time without prior notice. Information on this Site, even if periodically updated, may not reflect the most current details at the time of your visit and may contain inaccuracies or errors. You are encouraged to contact QMetrics directly at the email address provided below to obtain current information before relying on any content from this Site. Under no circumstances shall QMetrics, or any party involved in the creation, production, or delivery of this Site, be liable for any decisions made or actions taken (or not taken) by you in reliance on the information presented here.

Disclaimer of Warranties

The information on this Site is provided on an "as is" basis without any warranties of any kind, whether express or implied, including, but not limited to, implied warranties of title, noninfringement, merchantability, or fitness for a particular purpose. QMetrics does not accept responsibility for any errors or omissions contained on this Site or in any documents referenced by or linked from this Site. In jurisdictions that do not permit the exclusion of certain implied warranties, such warranties will be limited to the fullest extent and shortest duration allowed by applicable law.

Limitation of Liability

Under no circumstances shall QMetrics be liable for any indirect, incidental, special, or consequential damages, including but not limited to damages resulting from loss of use, data, or profits, even if QMetrics has been advised of the possibility of such damages. This limitation applies to any theory of liability arising out of or related to the use or performance of the Site or any information provided through the Site.

Because some jurisdictions do not permit the exclusion or limitation of liability for incidental or consequential damages, this limitation may not apply to you.

General

If any provision of these Terms of Use is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be applied to the fullest extent permitted, and the remaining provisions shall remain unaffected and in full force. These Terms of Use shall be governed by and interpreted in accordance with the laws of the State of California, as applied to contracts made and performed entirely within that state, without regard to conflict of law rules. Any dispute arising out of or related to these Terms of Use shall be submitted exclusively to mediation through JAMS and, if not resolved through good faith mediation, to final and binding arbitration administered by JAMS. All such proceedings shall take place in California in accordance with applicable JAMS rules. You irrevocably consent to the exclusive jurisdiction and venue of these dispute resolution processes as your sole means of legal recourse.

Amendments to the Terms of Use

QMetrics reserves the right to modify these Terms of Use at any time by updating this posting. By continuing to use this website, you agree to be bound by any such changes and should periodically review this page to stay informed of the current terms. Certain provisions of these Terms of Use may be replaced or supplemented by specific legal notices or terms provided on particular pages of this Site, including, but not limited to, the Privacy Policy.

If you have any questions regarding the above, please contact us at the following email address: info@qmetrics.us.