

# Infini-Q Terms and Conditions

Last updated: 12 March 2026

These Terms and Conditions ("Terms") govern access to and use of <https://infini-q.com>, the Infini-Q website, and the Infini-Q queue management software, products, demos, and related services (collectively, the "Services").

By accessing the website, requesting a demo, or using the Services, you agree to these Terms.

## 1. About Infini-Q

Infini-Q provides queue management and customer flow solutions for organizations operating in high-traffic environments. Features may include:

- kiosk and counter interfaces
- queue and ticket management
- transfers and priority queue logic
- analytics and reporting
- multilingual workflows
- SaaS and on-premises deployment options
- configuration, onboarding, and support services

## 2. Eligibility and authority

You may use the Services only if:

- you are legally capable of entering into a binding agreement, and
- if acting for a company or organization, you have authority to bind that entity to these Terms

If you are using the Services on behalf of an organization, "you" includes that organization.

## 3. Website use

You may browse the website and use the public-facing portions of the Services only for lawful purposes. You agree not to:

- misuse the website or Services
- interfere with platform operation or security
- attempt unauthorized access to accounts, systems, or data
- scrape, copy, reverse engineer, or exploit the Services except where allowed by law or expressly permitted in writing
- upload malicious code or harmful material
- use the Services in violation of applicable laws or third-party rights

## 4. Demo requests and pre-contract interactions

If you request a demo, consultation, or product information, you agree to provide accurate information. Demo environments, previews, and pre-release materials may change and may not reflect final production functionality.

## 5. Accounts and credentials

If Infini-Q provides you with an account, login, or admin access, you are responsible for:

- maintaining the confidentiality of credentials
- restricting unauthorized access to your account
- ensuring users under your organization access the Services only as authorized
- promptly informing Infini-Q of suspected unauthorized use or security incidents

You are responsible for activity that occurs under your account, except to the extent caused by Infini-Q.

## 6. Customer data and responsibility

Customers are responsible for:

- the legality, accuracy, and integrity of the data they upload or process
- obtaining any necessary notices, permissions, and lawful bases for data processing
- configuring queues, roles, workflows, and permissions appropriately
- complying with industry-specific or local regulatory requirements applicable to their deployment

Where Infini-Q processes data on behalf of a customer, the customer remains responsible as controller unless otherwise agreed.

## 7. Subscription, fees, and commercial terms

Commercial terms such as pricing, billing cycles, implementation fees, support plans, deployment scope, and service levels may be set out in a separate order form, proposal, statement of work, service agreement, or invoice.

If there is a conflict between these Terms and a signed commercial agreement, the signed commercial agreement will control for that specific subject matter.

## 8. SaaS and on-premises deployments

Infini-Q may be offered:

- as a cloud-hosted SaaS solution, or
- as an on-premises or privately deployed implementation

The scope of support, maintenance, uptime commitments, data hosting, backups, and customer responsibilities may differ by deployment model and will be governed by the applicable commercial agreement.

## 9. Availability and service levels

Infini-Q will use commercially reasonable efforts to maintain service availability and performance. Unless expressly agreed in writing, no specific uptime percentage, response time, or SLA is guaranteed through this website alone.

Planned maintenance, third-party outages, force majeure, internet disruptions, local infrastructure issues, or customer environment issues may affect availability.

## 10. Changes to the Services

We may modify, improve, suspend, or discontinue parts of the Services from time to time. We may also update features, interfaces, workflows, and technical requirements.

For paying customers, material changes will be handled in accordance with the applicable commercial agreement where relevant.

## 11. Intellectual property

Infini-Q and its licensors retain all rights, title, and interest in and to the website, software, branding, documentation, interfaces, content, and all related intellectual property, except for customer data owned by the customer or its licensors.

These Terms do not transfer ownership of the Services or any underlying intellectual property to you.

## 12. Limited license

Subject to these Terms and any commercial agreement, Infini-Q grants you a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services for your internal business purposes.

You may not:

- resell or sublicense the Services unless expressly authorized
- remove proprietary notices
- copy or create derivative works except as permitted by law or agreement
- use the Services to build a competing product by improper means

## 13. Feedback

If you provide suggestions, ideas, enhancement requests, or feedback, Infini-Q may use that feedback without restriction or compensation, unless otherwise agreed in writing.

#### 14. Acceptable use and prohibited activities

You agree not to use the Services to:

- violate law, regulation, or third-party rights
- transmit harmful, deceptive, defamatory, or unlawful material
- interfere with network or service integrity
- conduct unauthorized penetration testing or vulnerability scanning
- process data in a way that violates privacy or sector-specific obligations

We may suspend or restrict access where necessary to protect the Services, other users, or legal compliance.

#### 15. Third-party services

The Services may interoperate with third-party tools, hosting providers, authentication systems, hardware, or integrations. Infini-Q is not responsible for third-party products or services outside its control, except as expressly set out in a written agreement.

#### 16. Confidentiality

Each party may receive confidential information from the other. Each party agrees to protect confidential information using reasonable care and not disclose it except as needed to perform obligations, comply with law, or exercise legal rights.

This section does not apply to information that:

- is public through no fault of the receiving party
- was already lawfully known
- is independently developed without use of the confidential information
- is lawfully received from a third party without restriction

#### 17. Privacy and data protection

Your use of the Services is also subject to the Infini-Q Privacy Policy. Where required, the parties may enter into a separate data processing agreement.

#### 18. Disclaimer

To the maximum extent permitted by law, the website and Services are provided on an "as is" and "as available" basis unless otherwise expressly agreed in writing. Infini-Q disclaims implied warranties including merchantability, fitness for a particular purpose, non-infringement, and uninterrupted availability.

Nothing in these Terms excludes rights that cannot be excluded under applicable law.

## 19. Limitation of liability

To the maximum extent permitted by law:

- Infini-Q will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages
- Infini-Q will not be liable for loss of profits, loss of revenue, loss of goodwill, loss of data, business interruption, or procurement of substitute services
- Infini-Q's total aggregate liability arising out of or relating to the Services will not exceed the amount paid by the customer to Infini-Q for the relevant Services during the 12 months preceding the event giving rise to the claim, unless a different cap is stated in a signed agreement

These limitations do not apply to liability that cannot be limited under applicable law.

## 20. Indemnity

You agree to indemnify and hold harmless Infini-Q, its affiliates, officers, and personnel from claims, liabilities, damages, and costs arising from:

- your misuse of the Services
- your violation of these Terms
- your infringement of third-party rights
- customer data or instructions supplied by you in violation of law or rights

## 21. Suspension and termination

We may suspend or terminate access to the Services if:

- you breach these Terms
- your use creates security, legal, or operational risk
- fees remain unpaid where applicable
- required by law or authority

You may stop using the Services at any time. Any provisions that reasonably should survive termination will survive, including those on liability, payment obligations, confidentiality, intellectual property, and dispute-related provisions.

## 22. Governing law

Unless otherwise stated in a signed agreement, these Terms are governed by the laws of Aruba, excluding conflict-of-law rules.

## 23. Dispute resolution

Any dispute arising out of or relating to these Terms will be submitted to the competent courts of Aruba, unless otherwise agreed in writing or required by law.

#### 24. Force majeure

Infini-Q is not liable for delay or failure caused by events beyond reasonable control, including acts of God, internet failures, utility failures, labor disruptions, war, terrorism, governmental action, pandemics, cyberattacks by third parties, or supplier failures.

#### 25. Export, sanctions, and compliance

You agree to comply with applicable trade, sanctions, anti-corruption, and export control laws in connection with your use of the Services.

#### 26. Entire agreement

These Terms, together with any incorporated policies and any signed commercial agreement, constitute the entire agreement between the parties regarding the relevant subject matter.

#### 27. Severability

If any provision of these Terms is found unenforceable, the remainder will remain in effect to the fullest extent permitted by law.

#### 28. Waiver

Failure to enforce any provision is not a waiver of that provision or any other rights.

#### 29. Assignment

You may not assign or transfer these Terms without prior written consent, except where permitted by law. Infini-Q may assign these Terms in connection with a merger, reorganization, or sale of assets.

#### 30. Updates to these Terms

We may revise these Terms from time to time. Updated Terms will be posted on the website with a revised effective date. Continued use after changes take effect constitutes acceptance of the revised Terms, where permitted by law.

#### 31. Contact

Contact details:

- Company/entity name: Infini-Q
- Email: [hello@infini-q.com](mailto:hello@infini-q.com)
- Phone: +297 583 1234

- Address: Oranjestad, Aruba
- Website: <https://infini-q.com>