

Qsource Terms of Use

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Introduction

Qsource (referred to in these Terms of Use as “Qsource,” “we,” “us,” or “our”) operates the Qsource website (the “Site”). The following terms and conditions (the “Terms of Use”), govern your access to and use of the Site, including any Content (as defined below), functionality, software, code, files, or services contained in or generated by the Site. Please read these Terms of Use carefully before you start to use the Site. By using, accessing, visiting, or registering with the Site (collectively the “Service”), or clicking to accept these Terms of Use, you signify your agreement to these Terms of Use and Qsource’s [Privacy Policy](#), which is incorporated herein by reference. If you do not agree to these Terms of Use and our Privacy Policy, do not access or use any part of the Site or Service.

Protecting Children

We are committed to protecting the privacy of children. This Site and the Service are not intended or designed to attract children under the age of 18. We do not collect personally identifiable information from any person who we know is a child under the age of 18. If you are under the age of 18, do not use or provide any information on the Site or provide any information about yourself to us, including your name, telephone number, email address or any screen name or user name you may use. If we learn we have collected or received personally identifiable information from a child under the age of 18 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under the age of 18, please contact us using the contact information provided below.

Changes to these Terms of Use

We reserve the right, in our sole discretion, to modify these Terms of Use at any time. We will provide notice by, at a minimum, updating this posting. Any changes to these Terms of Use will be in effect as of the “Last Modified” date referenced in these Terms of Use. You are expected to carefully review these Terms of Use from time to time so you are aware of any changes, as they are binding on you. However, if we make material changes to these Terms of Use, we will notify you of such changes either through the email address you have provided us, other method of written notice, or by means of a prominent notice on the Site before the change becomes effective. Your continued use of the Site or Service after the “Last Modified” date means that you accept and agree to the changes. If any part of these Terms of Use or any future changes to these Terms of Use are not acceptable to you, you must not access or use any part of the Site or Service.

Use of the Site

As a condition of your use of this Site, you represent that (i) you are at least 18 years of age, (ii) you possess the legal authority to create a binding legal obligation, and (iii) you will use this Site in accordance with these Terms of Use. We retain the right at our sole discretion to deny access to anyone to this Site and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms of Use.

This Site Does Not Provide Medical Advice

YOU SHOULD NOT RELY ON THE INFORMATION PROVIDED ON THE SITE AS A SUBSTITUTE OR REPLACEMENT FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. DO NOT DISREGARD, AVOID, OR DELAY OBTAINING MEDICAL ADVICE FROM A HEALTHCARE

PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE SITE. INFORMATION PROVIDED ON THE SITE IS USED SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH THE SERVICE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE OR THE PROVISION OF MEDICAL CARE. IN THE CASE OF A MEDICAL EMERGENCY, PLEASE CONTACT EMERGENCY MEDICAL RESPONDERS.

DO NOT PUBLISH, POST, UPLOAD, DISTRIBUTE OR DISSEMINATE ON THE SITE ANY INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION (AS DEFINED UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) REGULATIONS AT 45 C.F.R. § 160.103).

Content

“Content” includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Site. By submitting Content to the Site, you represent and warrant that: (i) you have full right and power to enter into and perform under these Terms of Use, and have secured all third-party consents, licenses and permissions necessary to enter into and perform under these Terms of Use; (ii) the Content that you submit will not infringe on any third party’s copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy or moral rights; (iii) the Content that you submit, the act of your submission, and any use by us of your submitted Content does not and will not violate these Terms of Use or any law, statute, ordinance or regulation; and (iv) the Content that you submit is not likely to deceive any person, impersonate any person, or misrepresent your identity or affiliation with any person or organization. By submitting Content to us, you grant Qsource, and its affiliated companies, and our business partners a worldwide, royalty-free, nonexclusive license to publicly perform, publicly display, broadcast, encode, edit, alter, modify, reproduce, transmit, manufacture, distribute and synchronize with visual images your Content, in whole or in part, alone or in compilation with content provided by third parties, through any medium now known or hereafter devised for the purpose of demonstrating, promoting or distributing your Content or storing the work in a remote database accessible by users seeking to download or otherwise acquire it.

The Site may include Content provided by third parties, including materials provided by other users. All statements and/or opinions expressed in this Content or these materials, and all articles and responses to questions and other Content, other than the Content provided by Qsource, are solely the responsibility of the person or entity providing such Content or those materials. Qsource and its affiliated companies do not assume any responsibility or liability for Content or the accuracy of any Content that is not provided by Qsource. Qsource also does not necessarily approve, condone, sanction, endorse, or agree with Content provided by others.

Qsource does not undertake to review all Content provided by third parties before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or Content provided by any user or third party. Qsource does reserve the right to remove Content that, in Qsource’s judgment, does not meet its standards or does not comply with these Terms of Use, but Qsource is not responsible or liable for any failure or delay in reviewing or removing such material.

Conduct on the Site

The Content on the Site is intended for legitimate business use as it relates to your business relationship with Qsource or the services Qsource may provide to you, and your personal, noncommercial use. Content published on the Site may be protected by copyright. You may not copy, modify, publish, transmit, participate in the transfer or

sale of, reproduce, create new works from, distribute, perform, display or in any way exploit any of the materials or Content or the Site in whole or part in a manner inconsistent with fair use of copyright (17 U.S.C. § 107).

You may use the Site or Service only for lawful purposes and in accordance with these Terms of Use. You agree that you will not use the Site or Service:

- in any way that violates any applicable federal, state, local or international law or regulation to defame, abuse, harass, stalk, threaten or otherwise violate the legal right of others;
- to transmit, or procure the sending of, any advertising or promotional material, including but not limited to “junk mail”, “chain letters”, “spam” or any other similar solicitation;
- to impersonate or attempt to impersonate Qsource, a Qsource employee, another user or any other person or entity (including, without limitation, by using e-mail addresses, screen names or identifying information associated with any of the foregoing);
- to publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- to publish, post, upload, distribute or disseminate any individually identifiable health information (as defined under Health Insurance Portability and Accountability Act (HIPAA) regulations at 45 C.F.R. § 160.103);
- to publish, post, upload, distribute, disseminate or otherwise share any information to or with any person or entity other than Qsource;
- to upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Site or another person’s or entity’s computer;
- to download any file posted by another user that you know or reasonably should know cannot be legally distributed in such matter;
- to falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; or
- to engage in any other conduct that restricts or inhibits any other user from using and enjoying the Site, or which, as determined by us, may harm Qsource or users of the Site or expose them to liability.

Additionally, you agree not to:

- use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site;
- use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;
- use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent;
- introduce any viruses, worms, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; or
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server(s) used to operate the Site, or any server, computer or database connected to the Site.

We reserve the right, in our sole discretion, to:

- restrict, suspend or terminate your access and/or registration to all or to any part of the Site or Service at any time without notice for any reason whatsoever;
- disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; or
- take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.

Use of the Site and Service is subject to applicable laws and legal process, and nothing contained herein shall limit our right to comply with governmental, administrative, court, and law enforcement requests or requirements relating to your use of the Site, Service, Content, or information provided to or gathered by us with respect to such use. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS QSOURCE AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Intellectual Property Rights

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Digital Millennium Copyright Act

If you believe that Content you own has been copied and made accessible in a manner that violates your intellectual property rights, please notify us immediately. You may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our designated agent (Compliance Officer, 3340 Players Club Pkwy., Suite 300, Memphis Tennessee, 901.682.0381, 901.273.2695, and compliance@qsource.org) with the information

required in 17 U.S.C. § 512(c)(3). In appropriate circumstances, Qsource will terminate the accounts of repeat infringers.

Indemnity

You agree to indemnify, defend, and hold harmless Qsource, its affiliate companies, and their officers, directors, employees, agents, content providers, customers, licensors, suppliers, and any person or entity now or previously acting, directly or indirectly, in the interest of or on behalf of Qsource and each of its affiliated companies from and against any and all claims, proceedings, lawsuits, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from: (i) your use of the Site and any of the Content or Service obtained on or through the Site; (ii) any breach by you of these Terms of Use; and (iii) any other activity by you on or in connection with the Site (including, without limitation, infringement of third parties' intellectual property rights or any other negligent, illegal or wrongful conduct) by you or any other person accessing the Site using your account.

Inaccuracy Disclaimer

From time to time there may be information on the Site that contains typographical errors, inaccuracies, or omissions. Qsource reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice, but Qsource is not responsible for any failure or delay in doing so.

Hyperlinks to other Websites

This Site contains links to other Internet sites that our business partners and other third parties own or operate. Your use of each of those sites is subject to the terms and conditions, if any, that each of those sites have posted. We have no control over third party sites and we are not responsible for any changes to or content on them. Our inclusion of any link on the Site is not an endorsement of that material or link or the companies that own or operate the material or linked sites.

Linking to the Site and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Site may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Site.
- Send e-mails or other communications with certain content, or links to certain content, on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Site or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Site other than the homepage.

- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Account Security

To access the Site, or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. You agree that all information you provide to register with this Site or otherwise is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person or entity with access to this Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion you have violated any provision of these Terms of Use.

Geographic Restrictions

Qsource is based the State of Tennessee in the United States of America and is intended solely for residents of the United States. The Company makes no representations that the information on the Site is appropriate or available for use in all locations. This Site should not be used outside of the United States. Use of or access to the Site may not be legal by certain persons or entities, or in certain countries. By using or accessing this Site, you do so at your own risk and are responsible for compliance with the laws of your own jurisdiction.

Limitations and Disclaimers of Liability; No Warranty

We will not have any liability to you as a result of service outages that are caused by our maintenance on the servers or the technology that underlies the Site or Service, failures of our service providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters or other destruction or damage of our facilities, an act of God, war, civil disturbance or other cause.

We may change, suspend or discontinue all or any aspect of the Site or Service at any time, including the availability of any feature, database, or Content, without prior notice or liability. We also reserve the right, in our sole discretion, to restrict, suspend or terminate your access to all or any part of the Site or Service in our sole discretion, with or without notice, and to remove any Content that you submit for any reason without prior notice to you and without liability to us. Use of the Site and Service is subject to existing laws and legal process, and nothing contained herein will limit our right to comply with governmental, administrative, court or law enforcement requests or requirements relating to your use of the Site, Service, Content, or information provided to or gathered by us with respect to such use.

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YOUR USE OF THE SITE, THE SERVICE, AND THE CONTENT IS AT YOUR OWN RISK. THE SITE, THE SERVICE AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITE OR THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY POTENTIAL DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS/ANTI-MALWARE PROTECTION, THE ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE SITE FOR ANY RECONSTRUCTION OF ANY LOST DATA. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE, THE SERVICE, THE CONTENT, OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE SITE OR ON ANY WEBSITE LINKED TO IT.

WE DO NOT MAKE AND WE DISCLAIM ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE, SERVICE, OR ANY CONTENT OR ANY PRODUCTS OR SERVICES AVAILABLE THROUGH THE SITE OR SERVICE. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE AND SERVICE AND THE ACCURACY OR COMPLETENESS OF THEIR CONTENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, QSOURCE, ITS AFFILIATE COMPANIES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTENT PROVIDERS, CUSTOMERS, LICENSORS, SUPPLIERS, AND ANY PERSON OR ENTITY NOW OR PREVIOUSLY ACTING, DIRECTLY OR INDIRECTLY, IN THE INTEREST OF OR ON BEHALF OF QSOURCE, SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, OR THE CONTENT, OR ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT QSOURCE, ITS AFFILIATE COMPANIES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTENT PROVIDERS, CUSTOMERS, LICENSORS, SUPPLIERS, OR ANY PERSON OR ENTITY NOW OR PREVIOUSLY ACTING, DIRECTLY OR INDIRECTLY, IN THE INTEREST OF OR ON BEHALF OF QSOURCE ARE ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF QSOURCE, ITS AFFILIATE COMPANIES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTENT PROVIDERS, CUSTOMERS, LICENSORS, SUPPLIERS, AND ANY PERSON OR ENTITY NOW OR PREVIOUSLY ACTING, DIRECTLY OR INDIRECTLY, IN THE INTEREST OF OR ON BEHALF OF QSOURCE EXCEED THE SUM OF ONE HUNDRED U.S. DOLLARS.

Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so some of the above limitations or exclusions may not apply to you. In such states, our liability and that of any person or entity now or previously acting, directly or indirectly, in the interest of or on our behalf shall be limited to the greatest extent permitted by law.

Severability

If any provision of these Terms of Use is determined to be illegal, invalid, or unenforceable pursuant to applicable law, then such provision shall be deemed to be rescinded or superseded by a legal, valid, enforceable provision that most closely matches the intent of the original provision. The remainder of these Terms of Use shall continue and remain in full force and effect.

Entire Agreement

These Terms of Use and Qsource's Privacy Policy, which is incorporated herein by reference, constitute the entire agreement between you and Qsource with respect to the Site, Service, and Content, and supersede all previous written or oral agreements. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or to bind you or Qsource or any of its affiliated companies.

No Waiver

Any waiver by Qsource of a breach or violation of any provision of these Terms of Use shall not be construed as a waiver of any other provision or of any subsequent breach or violation of these Terms of Use.

Headings

The headings of the sections contained in these Terms of Use are inserted only as a matter of convenience and for reference, and in no way define, extend or describe the scope of these Terms of Use or the intent or meaning of any provision hereof.

Costs and Attorneys' Fees

In any action arising out of or to enforce these Terms of Use, Qsource will be entitled to reasonable attorneys' fees and costs.

Governing Law and Jurisdiction

These Terms of Use and any disputes related thereto are governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction). Each party to these Terms of Use submits to the exclusive jurisdiction of the state and federal courts sitting in Shelby County, Tennessee, and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

Waiver of Jury Trial

EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THESE TERMS. FURTHER, EACH PARTY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. Each of the parties acknowledges that this section is a material inducement for the other party to enter into these Terms of Use.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Equitable Relief Not Limited

Nothing in these Terms of Use limits Qsource's ability to seek equitable relief.

Assignment

We may assign this Terms of Use at any time to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of Qsource to another entity. You may not assign, transfer or sublicense this Terms of Use to anyone else and any attempt to do so is in violation of this section and shall be null and void.

Contact Information

All feedback, comments, requests for technical support and other communications relating to the Site should be directed to Qsource at techassist@qsource.org.