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You will be able to access our Site without having to register any details with us.

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While every effort is made so that all content provided on the Site does not contain viruses and/or harmful materials, you should take reasonable and appropriate precautions to scan for viruses or otherwise protect your computer or device, and you should have a complete and current backup of the applicable items on your computer or device. We disclaim any liability for the need for services or replacing equipment or data resulting from your use of the Site. While every effort is made for smooth and continuous operation, we do not warrant the Site will operate error free.

By submitting a telephone number to QSR you agree that a representative of QSR can contact you at the number you provide, potentially using automated technology (including texts/SMS messaging) or a pre-recorded message. Your consent is not an obligation to receive any of our products and/or services.

Site Uptime

We take all reasonable steps so that our Site is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and other technical issues. Therefore, we will not be liable if this Site is unavailable at any time.

Our Site may be temporarily unavailable due to issues such as system failure, maintenance or repair, or for reasons beyond our control. Where possible, we will try to give our users advance warning of maintenance issues, but shall not be obliged to do so.

User Conduct

When using our Site, you shall not post or send to or from either the Site:

- (a) content for which you have not obtained all necessary consents;

- (b) content that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offense, give rise to a civil liability, or otherwise is contrary to the law in any applicable jurisdiction where our Site is being used;
- (c) content which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

We will fully cooperate with any law enforcement authorities or court order requiring us to disclose the identity or other details or any person posting materials to our Site in breach of this Section.

You shall not use our Site while distracted or preoccupied, such as when operating a motor vehicle. You should access our Site only with due regard for your own safety and the safety of others.

Links to and from Third Party Websites

Any links furnished on our Site may allow you to leave our Site. These third party websites are not under our control and we disclaim any responsibility for the contents of such linked websites or any link(s) contained in any such linked website(s) or any changes or updates to any of these websites. We further disclaim any responsibility for any form of transmission received from any linked third party website or advertising. We provide these links to you as a convenience to you and inclusion of any link herein shall in no way be construed as an endorsement by us of the website(s).

If you would like to link to our Site, you may only do so on the basis that you link to, but do not replicate, any page of our Site, and subject to the following conditions:

- (a) you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us;
- (b) you do not misrepresent your relationship with us or present any false information about us;
- (c) you do not link from a website that is not owned by you; and
- (d) your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law of the United States of America.

If you choose to link our Site in breach of this Section, you shall fully indemnify us for any loss or damage suffered as a result of your actions.

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Indemnification

You agree to defend, indemnify, and hold us, our officers, directors, employees, volunteers, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from or alleged to result from, your use of and access to the Site or your violation of these Terms or your violation of any third party right, including without limitation any trademark, copyright or other proprietary or privacy right.

Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you.

Applicable Law

We make no representations that the content or the Site is appropriate or may be used or downloaded outside the United States. Access to the Site and/or the content may not be legal in certain countries outside the United States. If you access the Site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of the jurisdiction from which you access the Site.

Our Site is created and controlled by State of Kentucky, United States of America. The Site, and its contents, and any disputes arising therefrom shall be construed and interpreted under the laws of the State of Kentucky and applicable United States federal laws. Use of our Site constitutes agreement of the user to the jurisdiction of the state and federal courts located therein.

Our Site is subject to the United States export control laws and regulations, and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import of any data on our Site, as may be required.

Arbitration and Class Action Waiver

Any dispute, claim or controversy arising out of or relating to these Terms of Use or our Privacy Policy, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Louisville, Kentucky before one arbitrator. All disputes, including the arbitrability of any issue or dispute, shall be decided by the arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. QSR shall bear arbitration-related fees and expenses, including the fees of the arbitrator and JAMS' administrative fees, but not your attorney's fees. The language to be used in the arbitral proceedings will be English. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

QSR and you waive any right to join or consolidate disputes by or against others as a representative or member of a class, to obtain relief in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to this section is found to be illegal or unenforceable, then such provision shall be severed from the arbitration clause ("Arbitration"), but the rest of the arbitration clause shall remain enforceable and in full effect.

QSR or you each can exercise any lawful rights or use other available remedies to:

- Preserve or obtain possession of property;
- Exercise self-help remedies, including setoff rights; or,
- Obtain injunctive relief (including public injunctive relief), attachment, garnishment, or appointment of a receiver by a court of competent jurisdiction.

The substance of any disputes where public injunctive relief is available shall be decided by the arbitrator. Only if the claimant succeeds on its claim permitting the remedy of a public injunction may such claimant request that a court of competent jurisdiction enter an injunction in conformity with the arbitral award.

General

These Terms, together with the Privacy Policy, other terms or legal notices published by us on the Site, and any other applicable agreements, shall constitute the entire agreement between us concerning use of the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Our Contact Information

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