Qont Product Quality & Service Status Disclaimer — Store

Effective Date: 23 August 2025
Entity: Qont (owned by Vigilshore Group Holdings) ("Qont," "we," "us," "our").
Scope: This document applies to all products, subscriptions, and services purchased through the Qont Store (the "Store"). It governs quality commitments, service availability representations, and downtime remedies. It does not apply to products purchased outside the Store unless expressly stated in writing.

1) Definitions

1.1 **Model:** An eligible Qont product or subscription offered for sale in the Store that is expressly identified as a "Model" at the time of purchase. For clarity, **merchandise, accessories, and promotional items are not Models**.

1.2 **Downtime Event:** A period during which a Qont-managed service essential to a Model is unavailable to an affected customer, other than during Excluded Events (defined below).

1.3 **Excluded Events:** (a) scheduled maintenance announced in advance; (b) emergency security maintenance; (c) failures, outages, or degradations of **third-party systems** (including hosting, cloud infrastructure, telecommunications, internet service providers, app stores, payment processors, or integrator platforms); (d) force majeure events; (e) customer-side or local network/device issues; (f) misuse, unauthorised modifications, or use contrary to documentation.

1.4 **Billing Cycle:** The recurring billing period applicable to a subscription Model, or, for one-time purchases, the thirty (30) day period following the transaction date.

2) Quality and Delivery Assurance

2.1 **Delivery/Access Assurance.** Qont will provide the Model purchased, including associated service access where applicable. If delivery or initial access is not provided, Qont will, at its option, **fulfil the order, replace with an equivalent offering, issue a Store credit, or provide a refund** consistent with Store policies and applicable law.

2.2 **Conformity.** Qont's obligation is that Models will materially conform to the descriptions and specifications presented in the Store at the time of purchase, subject to reasonable updates, improvements, and version changes.

3) Service Availability (Status)

3.1 **Estimated Availability.** Qont targets an **estimated 99% availability** for Qont-managed services essential to Models, measured on a monthly basis. This is an estimate and **not a guarantee of uninterrupted 24/7 service**.

3.2 **Dependencies.** Availability may be affected by **third-party systems** and networks outside Qont's control. Qont is **not liable** for outages or degradations caused by such third parties (see §7 and §9).

3.3 **Measurement.** Availability and Downtime Events are assessed using Qont's production monitoring and service logs, excluding Excluded Events.

4) Downtime Remedy (Store Discount)

4.1 **Trigger.** If a **single Downtime Event exceeds thirty (30) consecutive minutes** and directly affects a customer's ability to use an essential service component of a Model, the customer becomes eligible for a Store discount under §4.2, subject to §5.

4.2 **Discount.** Qont will provide a **Store discount between thirty percent (30%) and forty percent (40%)** toward the customer's **next Model purchase**. The precise percentage within that range will be determined by Qont, taking into account scope, duration, and impact of the incident.

4.3 **Exclusions. Merchandise, accessories, and promotional items are excluded** from this discount.

4.4 **Form.** The discount is **non-transferable**, has **no cash alternative**, and applies only at checkout for the eligible next Model purchase. Taxes, duties, shipping, and third-party fees are excluded from discount calculations unless required by law.

5) Eligibility and Process

5.1 **Automatic Eligibility Upon Report.** Eligibility is automatic **if the customer is affected and reports the incident** to Qont Support. Qont may request reasonable information to verify impact.

5.2 **Verification.** Issuance of a discount is subject to Qont's verification against its monitoring and service logs.

5.3 **One Claim Per Billing Cycle.** A customer may receive **no more than one (1) discount per Billing Cycle**.

5.4 **Value Cap.** The discount **cannot exceed the value of the customer's future Model purchase** to which it is applied.

5.5 **Sole Remedy for Downtime.** The §4 discount is the **sole and exclusive remedy** for qualifying Downtime Events, without prejudice to any non-excludable statutory rights (see Jurisdictional Variations).

6) Third-Party Systems and Integrations

6.1 **No Liability for Third Parties.** Qont is **not liable** for failures, outages, or degradations attributable to third-party systems, networks, or platforms not operated by Qont.

6.2 **Coordination Efforts.** Qont will act with reasonable commercial efforts to coordinate with third-party providers to restore service, but such coordination does not create liability beyond the remedies stated herein.

7) Limitations and Exclusions (General)

7.1 **Use Requirements.** Remedies do not apply where an issue arises from unauthorised use, misuse, or use contrary to documentation.

7.2 **Changes and Maintenance.** Reasonable updates, feature changes, or scheduled maintenance are not Downtime Events.

7.3 **No Stacking.** Discounts under §4 may not be combined or stacked across incidents within the same Billing Cycle.

8) Disclaimers of Warranties

8.1 **As-Is/As-Available (to the extent permitted by law).** Except for the specific assurances in §2 and the discount remedy in §4, the Store, Models, and related services are provided on an "**as is**" and "**as available**" basis.

8.2 **No Additional Warranties.** Qont **disclaims all implied warranties** (including merchantability, fitness for a particular purpose, and non-infringement) to the **maximum extent permitted by law**.

8.3 **Statutory Rights Preserved.** Nothing in this document excludes or limits non-waivable statutory rights (see Jurisdictional Variations).

9) Limitation of Liability

9.1 **No Indirect Damages.** To the **maximum extent permitted by law**, Qont **will not be liable** for any **indirect, incidental, special, exemplary, punitive, or consequential damages**, including lost profits, lost revenues, lost data, business interruption, or loss of goodwill.

9.2 **Exclusive Remedy for Downtime.** For qualifying Downtime Events, the **exclusive remedy** is the Store discount described in §4.

9.3 **Aggregate Limit (if enforceable).** Where permitted by law and unless expressly stated otherwise in a separate agreement, Qont's aggregate liability for claims arising from or related to a Model purchased through the Store will not exceed the amount paid to Qont for that Model, excluding taxes and third-party fees.

10) Changes to this Disclaimer

Qont may update this document from time to time. Material changes will be posted in the Store or communicated through reasonable channels. Updated terms apply prospectively from the stated effective date.

11) Contact

Questions or incident reports: the Support channel identified in your order confirmation or within the Store account portal.

Jurisdictional Variations

The following variations apply **in addition to** the Global Principles above and prevail to the extent of any conflict. They do **not** reduce or remove non-waivable consumer rights.

A) Australia (AU)

A.1 **Australian Consumer Law (ACL).** Nothing in this document excludes, restricts, or modifies any rights or remedies conferred by the **Competition and Consumer Act 2010 (Cth)** and the **Australian Consumer Law** that cannot be excluded.

A.2 **Non-Excludable Guarantees.** Where the ACL implies guarantees that cannot be excluded, Qont's liability is limited, to the extent permitted, to **repair or replacement**, re-supply of the services, or **payment of the cost** of doing so, at Qont's election.

A.3 **Availability & Credits.** The §4 discount remedy operates in addition to any ACL remedies.

A.4 **Governing Law.** For purchases by Australian residents, the laws of **Australia** and the laws of **your State or Territory of residence** apply, subject to any mandatory forum requirements.

B) European Union (EU)

B.1 **Consumer Rights Preserved.** Nothing limits consumers' rights under **Directive (EU) 2019/770** (digital content and services), **Directive (EU) 2019/771** (sale of goods), or applicable national implementations, including rights to conformity and remedies.

B.2 **Withdrawal and Local Rules.** If applicable law grants a right of withdrawal for certain consumer purchases made at a distance, the Store's Returns/Withdrawal Policy will apply in accordance with EU and national law.

B.3 **Data & Reporting.** Incident reports may involve processing of personal data; processing is performed in accordance with the Store Privacy Policy and applicable EU data protection law.

B.4 **Governing Law.** Mandatory consumer protection laws of the **EU Member State of residence** apply. Any choice of law in Store terms will not deprive you of those protections.

C) United States (US)

C.1 **Warranty Disclaimers and Limitations.** To the fullest extent permitted under applicable state and federal law (including the **UCC** where applicable), Qont disclaims implied warranties beyond those that cannot be disclaimed.

C.2 **State Variations.** Some states do not allow limitations on implied warranties or exclusion of incidental or consequential damages, so **certain limitations may not apply** to you.

C.3 **Remedies.** The §4 discount remedy is supplemental to any non-waivable statutory rights.

C.4 **Governing Law.** Mandatory consumer protection laws of the **state of your residence** apply to the extent required by law. Any broader choice-of-law clause in the Store terms is subject to those protections.

D) United Kingdom (UK)

D.1 **Consumer Rights Act 2015.** Nothing in this document excludes or limits rights under the **Consumer Rights Act 2015**, including rights relating to goods' satisfactory quality and services' reasonable care and skill.

D.2 **Fairness.** Terms are intended to be fair, transparent, and prominent; they will be interpreted in accordance with UK consumer law and the **Consumer Contracts Regulations** where applicable.

D.3 **Governing Law.** Mandatory UK consumer protection laws apply for UK residents. Any choice-of-law in Store terms will not deprive you of those protections.

E) Conflict Rule

If a jurisdictional variation conflicts with a Global Principle, the **variation prevails** to the extent required by applicable law. Otherwise, the Global Principles apply.