



# QR BUDDY TERMS OF USE

**Last Updated: May 11, 2026**

## AGREEMENT TO TERMS

### 1. OVERVIEW

These Terms of Use constitute a legally binding agreement made between you, whether personally as an end user of QR Buddy (“User”) or on behalf of an entity purchasing services through QR Buddy (“Customer”), and ThirdShift Technologies, Inc. (“Company,” “we,” “us,” or “our”), concerning your access to and use of the **QR Buddy website, mobile app, QR code scanning technology, lead services, and related features** (collectively, the “Services”).

By accessing or using QR Buddy, you acknowledge that you have read, understood, and agreed to be bound by these Terms. **IF YOU DO NOT AGREE, YOU MUST NOT USE THE SERVICES.**

We may update these Terms from time to time. Updates will be reflected by the “Last Updated” date, and your continued use after such updates constitutes acceptance.

The Services are intended for users who are at least 18 years old. Minors are not permitted to register for or use QR Buddy.

These Terms govern your use of the Services, and should be read together with our Privacy Policy (see Section 13 below). The Privacy Policy describes how we collect, use, disclose and retain information when you use QR Buddy.

### 2. HOW QR BUDDY WORKS

- **For Users (Consumers):** QR Buddy provides a free digital tool when you scan a QR Buddy code or sales sticker, or access QR Buddy through a customer’s web portal. You may:
  - Save product information related to your scans.
  - Access additional details and materials about products and services you are interested in.
  - Receive AI-powered responses to common product questions.

- Never be charged for using QR Buddy.
- **For Customers (Businesses):** Auto dealerships, real estate agencies, home service providers, and other companies may purchase QR Buddy lead services. Pricing plans vary by vertical and may include a one-time setup fee, lead packs, and subscription based services. When a User scans your QR Buddy QR code or accesses QR Buddy through your web portal:
  - The User’s lead information is collected by the Company.
  - The lead is redirected and delivered to the paying Customer.
  - Customers are responsible for their own use of leads and compliance with applicable laws (including marketing and privacy regulations).

### **3. INTELLECTUAL PROPERTY RIGHTS**

All QR Buddy software, databases, website designs, code, AI tools, and related content (“Content”) are owned or licensed by ThirdShift Technologies, Inc. and protected under U.S. and international intellectual property laws.

You are granted a limited license to access and use QR Buddy for its intended purpose (scanning, saving product info, purchasing leads). You may not copy, resell, reverse engineer, or otherwise exploit QR Buddy for unauthorized commercial use.

### **4. USER RESPONSIBILITIES**

By using QR Buddy, you represent and warrant that:

1. Any information you provide is true, accurate, and complete.
2. You will not use QR Buddy for unlawful purposes (spam, fraud, harassment, etc.).
3. You will not interfere with or disrupt the Services.
4. If you are a Customer, you have the authority to bind your business and comply with these Terms.

### **5. PAYMENT TERMS (CUSTOMERS ONLY)**

- A one-time setup fee may apply to certain QR Buddy products and services. Where applicable, customers may also elect to purchase supplemental lead packages. Recurring service fees are billed on a monthly basis; however, preferential rates are available for

those who opt for advanced billing cycles, including annual, semi-annual, or quarterly commitments.

- Leads are delivered as-is; ThirdShift Technologies, Inc. does not guarantee conversion rates, sales, or specific business outcomes.
- All payments are final. With the exception of services that qualify for a 30-day money-back guarantee, **refunds are not provided** due to the digital nature of the Services.

### **30-Day Money-Back Guarantee**

Select **QR Buddy** services are backed by a 30-day money-back guarantee. To be eligible for a refund, customers must strictly adhere to the following criteria:

- **Product Eligibility:** The refund request must apply specifically to a product or service explicitly labeled with a "Money-Back Guarantee" at the time of purchase.
- **Account Completion:** The account must be fully configured, with all required profile and setup information completed in its entirety.
- **Proof of Non-Usage:** The customer must demonstrate that no engagement has occurred. This requires providing clear screenshots of the customer dashboard showing zero (0) QR scans. **ThirdShift Technologies, Inc.** reserves the right to request temporary login credentials to verify account inactivity and audit system logs.
- **Formal Request Procedure:** Refund requests must be submitted via email to **support@qrbuddy.ai** with the subject line "**Refund Request.**"

**Required Information:** The request email must include the following details exactly as they appear on the account:

1. Full Registered Name
2. Associated Phone Number
3. Associated Email Address

## **6. PROHIBITED ACTIVITIES**

You agree not to:

- Create fake QR Buddy accounts or scan codes under false pretenses.

- Attempt to rebrand, sublicense, or resell QR Buddy leads or software.
- Reverse engineer or otherwise misuse QR Buddy technology.
- Upload or transmit viruses, spyware, or malicious code.
- Use QR Buddy in violation of any marketing, privacy, or consumer protection laws.

## 7. DATA COLLECTION & PRIVACY

- **Users:** When you scan a QR Buddy code, we collect limited personal information (e.g., name, email, phone number) to deliver the lead to the appropriate Customer. Your information may also be used to provide you with personalized content, AI assistance, or product details. You will never be billed for use of QR Buddy.
- **Customers:** By purchasing Services, you acknowledge that you will receive consumer information and must comply with all applicable data protection and privacy regulations when handling such leads.
- For more details, please see the QR Buddy Privacy Policy.

By using the Services, you also consent to our data practices as described in the Privacy Policy. You understand and agree that we may collect, use and share information as set forth in that policy.

## 8. ACCOUNT DELETION & DATA RETENTION

**8.1 Account Deletion.** You may delete your User or Customer account at any time via the in-app settings (or by sending a request to support@qrbuddy.ai). Upon verification of your request, we will delete or irreversibly de-identify your personal identifiers—such as your name, email address and phone number—from our active systems within a commercially reasonable period (typically within 30 days).

**8.2 Retention of De-identified Analytics.** Even after your personal identifiers are deleted or de-identified, we may retain non-personal, aggregated or de-identified data (such as your scan events, product interest, lead analytics) for legitimate business purposes including benchmarking, service improvement, and product research. Such data will not identify you personally.

**8.3 Legal/Operational Exceptions.** We may retain limited information where required by law or for security, safety, fraud prevention, backups, transaction integrity, and compliance. These practices are further described in our Privacy Policy (see Section 13).

## 9. COMMUNICATIONS, CONSENT TO EMAIL & SMS

By creating an account, you consent to receive (a) operational communications (such as account notices, security alerts, feature updates) and (b) marketing communications (such as offers and information exclusive to QR Buddy users), via email, SMS or other electronic means. Message

and data rates may apply.

You may **opt-out** of marketing communications at any time:

- For email: use the “Unsubscribe” link in the message; we will honor unsubscribe requests within a commercially reasonable period (typically within 10 business days).
- For SMS/MMS: reply “STOP” to any message to opt out; reply “HELP” for help. We maintain internal do-not-contact lists and will honor all valid opt-out requests. Your decision to opt out of marketing messages will not affect your ability to use the Services (except as required by law). Our full communications practices are described in the Privacy Policy (see Section 13).

## 10. TERMINIATION

- **By Company:** We may suspend or terminate your access to the Services at any time with written notice.
- **By User/Customer:** You may terminate this Agreement at any time via the Cancel Billing section in your back office.
- **Upon Cancellation:** Any unused credits or prepaid balances will be forfeited. No refunds or partial refunds will be issued for unused credits, equity, or lead balances.

## 11. LIMITATION OF LIABILITY

To the fullest extent permitted by law, ThirdShift Technologies, Inc. shall not be liable for any damages, including but not limited to lost profits, loss of data, or business interruption, arising out of your use of QR Buddy.

## 12. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the state in which the customer or user is located, without regard to conflict-of-law provisions.

## 13. CROSS REFERENCE TO PRIVACY POLICY

Our Privacy Policy is incorporated by reference into these Terms. By agreeing to these Terms, you also agree to the Privacy Policy. In the event of a conflict between these Terms and the Privacy Policy, the terms providing greater protection to the User or Customer shall prevail.

## 14. ACCEPTANCE

By signing below or activating an account through the QR Buddy platform, you acknowledge full understanding and acceptance of this Agreement and the related Privacy Policy.

## **15. DISCLAIMER OF WARRANTIES**

QR Buddy is provided **“AS IS” and “AS AVAILABLE.”** ThirdShift Technologies, Inc. makes no warranties regarding the accuracy of leads, AI responses, or the suitability of QR Buddy for your intended business results.

## **16. CONTACT US**

For questions about these Terms or the QR Buddy Services, contact us at:  
support@qrbuddy.ai