

DataFQ – Terms of Service

Effective Date: October 1st 2026

These Terms of Service ("Terms") govern your access to and use of DataFQ's services, including APIs, dashboards, reports, datasets, and related offerings ("Services"). By using the Services, you agree to be bound by these Terms. If you do not agree, you may not use the Services.

1. Definitions

- "Customer Data" means data, content, or information that you submit to DataFQ in connection with the Services.
- "Output Data" means results, reports, dashboards, or insights generated by the Services.
- "Third-Party Data" means publicly available or third-party content (e.g., reviews, ratings) collected and processed by DataFQ.
- "Confidential Information" has the meaning in Section 8.
- "API Key" means a unique credential issued by DataFQ to access certain Services.

2. Services Provided

2.1 DataFQ collects and structures data from publicly available and licensed sources (including via automated tools, APIs, and web scraping), analyzes it using AI-based sentiment and semantic methods, and delivers datasets via API, dashboards, reports, or other agreed formats. DataFQ does not guarantee the continued availability of all data sources. Sources may change or be discontinued without notice.

2.2 Best efforts. DataFQ will use reasonable efforts to collect and deliver data from the sources described in the applicable order form. All obligations of DataFQ regarding data collection, sources, coverage, completeness, volume, frequency and timeliness are obligations of effort (inspanningsverplichtingen) and not obligations of result (resultaatsverplichtingen), unless expressly agreed otherwise in writing.

2.3 Source availability. Customer acknowledges that data availability depends on third parties outside DataFQ's control, including website operators, platforms, API providers and data licensors, who may at any time restrict, block, rate-limit, charge for, change or discontinue access, or change the format or content of data. DataFQ may, at its discretion: (a) suspend or stop collecting from any source; (b) replace a source with a reasonably comparable alternative; (c) reduce collection frequency, volume, history or coverage; and (d) modify its collection methods or analysis methodology. DataFQ may do so in particular where continued collection could, in DataFQ's reasonable opinion, expose DataFQ to legal, contractual or technical risk.

2.4 No breach. Any unavailability, delay, incompleteness or reduction of data resulting from the circumstances described in Section 2.3 does not constitute a breach of these Terms or an attributable failure (toerekenbare tekortkoming) by DataFQ. It shall not entitle Customer to damages, fee reductions, refunds, suspension of payment or dissolution, except as provided in Section 2.5.

2.5 Notice and sole remedy. DataFQ will inform Customer within a reasonable time if a source that is material to Customer's subscription becomes permanently unavailable and no comparable alternative is offered. If this materially reduces the value of the Services to Customer, Customer may, as its sole and exclusive remedy, terminate the affected Services by written notice within 30 days of DataFQ's notice. DataFQ will then refund any prepaid fees for the affected Services relating to the period after termination.

2.6 No backfill. DataFQ is not obliged to collect data retroactively or fill gaps for any period during which a source was unavailable.

3. Accounts & Access

- You must provide accurate information when registering an account.
- You are responsible for safeguarding your login credentials and API keys.
- You remain liable for all activity conducted under your account, whether authorized or not.
- You must notify DataFQ immediately of any unauthorized use or breach of security.

4. License & Use of Data

You are granted a limited, non-exclusive, non-transferable, revocable license to use the Services and Output Data for your internal business purposes only. You may not:

- Resell, redistribute, sublicense, or make the data available to third parties without prior written consent.
- Use the Services in violation of applicable law, third-party rights, or terms of the original data sources.
- Misuse or overload the Services, including excessive API calls beyond fair use limits.
- Present Output Data in a misleading or unauthorized manner.

Notwithstanding any other provision of these Terms, any publication, display, reproduction, or redistribution of Third-Party Data (including, without limitation, reviews, ratings, or review excerpts) by Customer shall be entirely at Customer's own risk and responsibility.

Customer acknowledges and agrees that:

- DataFQ does not grant any rights to publish, republish, reproduce, or publicly display Third-Party Data, except to the extent explicitly agreed in writing;
- Customer is solely responsible for determining whether such publication complies with applicable laws, intellectual property rights, platform terms of service, and any other third-party rights;
- DataFQ makes no representations or warranties that Third-Party Data may be lawfully published or republished by Customer; and
- Customer shall indemnify, defend, and hold harmless DataFQ from and against any claims, damages, liabilities, costs, or expenses arising from Customer's publication or use of Third-Party Data beyond internal business purposes.

DataFQ shall have the right to suspend or terminate Customer's access to the Services, in whole or in part, if DataFQ reasonably believes that Customer's publication or use of Third-Party Data may expose DataFQ to legal or regulatory risk.

5. Fees & Payment

- Fees are specified in the applicable order form, subscription plan, or agreement.
- Unless otherwise stated, fees are billed monthly in advance and are non-refundable, except as provided in Section 2.5.
- Late payments may incur interest at the rate of 6% per month or the maximum permitted by law.
- If payment is not received within thirty (30) days of the due date, DataFQ may, after written notice, suspend or terminate your access to the Services until full payment is received.

- All fees are exclusive of taxes; you are responsible for all applicable taxes, duties, and levies.
- Fees may be adjusted once per calendar year, by the CPI change, with a minimum of 4% and a maximum of 8% per year. Any such adjustment shall not be considered a modification of this Agreement and shall not entitle the Customer to terminate the Services. Notice of the adjustment will be provided at least thirty (30) days in advance.

6. Intellectual Property

All intellectual property rights in the Services, Output Data, and related materials remain with DataFQ or its licensors. You receive no ownership rights. Customer Data remains your property; however, you grant DataFQ a limited license to use Customer Data to provide and improve the Services.

7. Data Protection & Privacy

- DataFQ will process personal data in accordance with applicable data protection laws, including the GDPR.
- DataFQ's role (controller or processor) will depend on the specific Services used.
- Our Privacy Policy, available at <https://datafq.com/privacy-policy/>, describes how we handle personal data.
- You must not provide DataFQ with personal data that you are not lawfully permitted to share

8. Confidentiality

Both parties agree to keep confidential any non-public, technical, business, or financial information disclosed in connection with these Terms ("Confidential Information"). Confidentiality obligations continue for one (1) year following termination, except that obligations regarding trade secrets remain as long as such information qualifies as a trade secret.

Exceptions: Information that (a) becomes public without breach, (b) was lawfully known, (c) is independently developed, or (d) must be disclosed by law.

9. Service Levels & Availability

- DataFQ will use commercially reasonable efforts to maintain API uptime of at least 96%.
- Support inquiries will be handled on a best-effort basis.
- The Services are provided "as is," without warranties of accuracy, completeness, timeliness, continuity, or the availability of any particular data source, or of merchantability, fitness for a particular purpose, or non-infringement.

10. Limitation of Liability

To the maximum extent permitted by law:

- DataFQ's total liability for direct damages is limited to the fees paid by you in the 12 months preceding the claim.
- DataFQ is not liable for indirect, incidental, consequential, or special damages, including lost profits, business interruption, or loss of data.
- No claim may be brought more than 12 months after the cause of action arose.

11. Indemnification

- You agree to indemnify, defend, and hold harmless DataFQ, its affiliates, and employees against claims, damages, or expenses arising out of:
 - Your misuse of the Services; or
 - Your breach of these Terms.

12. Term & Termination

- These Terms remain in effect until terminated.
- DataFQ may suspend or terminate your access immediately for breach, misuse, unlawful activity, or failure to pay fees when due (subject to Section 5).
- Upon termination, you must cease all use of the Services and delete all Output Data obtained.
- Provisions regarding intellectual property, liability, confidentiality, payment, and indemnification shall survive termination.

13. Data Retention & Deletion

Upon termination, Customer Data will be deleted or anonymized within 60 days, unless legal obligations require longer retention.

14. Export Controls & Restricted Use

You may not use the Services in violation of EU, US, or other applicable export or sanctions laws. Prohibited uses include surveillance, discrimination, or unlawful profiling.

15. Force Majeure

Neither party is liable for delays or failure caused by events beyond reasonable control, including natural disasters, strikes, internet outages, blocking, restriction or discontinuation of access by third-party data sources, changes to third-party terms, APIs or technical measures, changes in law, regulation or judicial or regulatory decisions affecting data collection, or government actions.

16. Publicity

Unless otherwise agreed in writing, DataFQ may use your name and logo to identify you as a customer in marketing materials.

17. Assignment

You may not assign or transfer these Terms without DataFQ's prior written consent. DataFQ may assign its rights and obligations in connection with a merger, acquisition, or sale of assets.

18. Governing Law & Jurisdiction

These Terms are governed by the laws of The Netherlands. Courts in Arnhem have exclusive jurisdiction over disputes.

19. Entire Agreement, Severability & Waiver

- These Terms constitute the entire agreement between the parties regarding the Services.
- In case of conflict, these Terms prevail over any order form, unless the order form expressly refers to and deviates from a specific Section of these Terms.
- If any provision is found unenforceable, the remaining provisions remain in effect.
- Failure to enforce any provision does not constitute a waiver of rights.

20. Changes to Terms

DataFQ may modify these Terms from time to time. Continued use of the Services after changes take effect constitutes acceptance of the revised Terms.