1nQ Agent Terms and Conditions

Target Audience: The End-User

Effective Date: 25/05/2026

These Agent Terms and Conditions ("Terms") govern your access to and use of any conversational AI Agent ("Agent") hosted on the 1nQ Platform. By interacting with an Agent, you agree to be bound by these Terms.

1. The Service

The 1nQ Platform enables specialist subject matter experts ("Agent Builders" or "Partners") to digitise their domain expertise into conversational AI Agents. You are interacting with an Agent created by a Partner, hosted on the 1nQ Platform.

1.2 Access Routes

You may access an Agent via one of two routes:

- **Partner Route:** Access provided through or recommended by an Agent Builder who maintains a direct professional relationship with you. In this case, the Agent Builder's own terms of engagement apply alongside these Terms as set out in clause 8.8.
- **Marketplace Route:** Access purchased directly through the 1nQ marketplace. In this case, your relationship is solely with 1nQ as Platform operator and these Terms govern exclusively, as set out in clause 8.9.

Where relevant, the applicable route will be identified at the point of purchase or access.

2. General Use and Compliance

Depending on the specific Agent you interact with, data protection laws (e.g., GDPR) and potentially sector-specific compliance regulations (e.g., housing, healthcare, finance) may apply. You are responsible for ensuring your use of the Agents complies with your specific industry requirements. The information provided by the Agent is for informational purposes and should not be construed as formal legal or financial advice unless explicitly stated by the Agent Builder.

3. Content & Data Ownership

3.1 Proprietary Logic (1nQ Ownership): 1nQ Inc. retains all rights, title, and interest in the Proprietary Logic of the Agent and the Platform. This includes the specific prompt engineering, the forensic questioning sequences, the "Flipped Logic" workflows, the reporting engine, and the underlying code.

3.2 User Content – Agent Builder Licence Scope: You retain ownership of any data, text, or information you submit while interacting with the Agent ("User Content"). You grant the relevant Agent Builder a limited, worldwide, non-exclusive licence to access and process your User Content solely for the purpose of delivering the Agent's services to you, including generating your gap analysis report and conducting associated individual or group dataset analysis. Where an Agent Builder has commissioned group-level reporting, this licence extends to their review of aggregated responses across multiple respondents for that purpose, subject always to the data access restrictions set out in Section 10.

3.3 Data Access During Pre-Anonymisation Phase: You acknowledge that 1nQ is in the process of developing automated anonymisation and pseudonymisation functionality for the

Platform (“the Anonymisation Feature”). Until that functionality has been implemented and activated, the following access applies to your unredacted User Content:

- **Agent Builder:** access for the sole purpose of performing gap analysis and dataset reporting as described in clause 3.2.
- **1nQ:** access on a limited, internal basis for the purposes of technical support, platform testing, and product development only. 1nQ will not use your unredacted User Content for commercial exploitation or share it with third parties during this period.

1nQ will notify users via the Platform or by email when the Anonymisation Feature has been activated. 1nQ is committed to implementing the Anonymisation Feature as soon as reasonably practicable and will publish its target timeline on its website.

3.4 Inferred Data & Anonymisation: 1nQ owns all aggregated, anonymised platform-level data, benchmarks, and forensic risk patterns derived across the Platform (“Platform Derivative Data”). This does not include outputs generated directly by application of an Agent Builder’s proprietary methodology, the ownership of which is governed by the relevant agreement between 1nQ and that Agent Builder. 1nQ may use Platform Derivative Data for platform optimisation, analytics, and identifying global compliance trends. 1nQ will ensure Platform Derivative Data is anonymised or pseudonymised before any such use.

3.5 Successors and Assigns: In the event of a merger, acquisition, or sale of 1nQ Inc., your anonymised data and sanitised transcripts may be transferred to a successor entity who will be bound by these same data handling commitments as set out in these Terms.

3.6 Privacy Policy: The collection, processing, and protection of your personal data, including the standards applied for anonymisation of Inferred Data, are governed by our **[Privacy Policy]**.

4. User Representations

By using the Agent, you represent and warrant that you will not use the Agent for any illegal or unauthorised purpose, and your use of the Agent will not violate any applicable law or regulation. You agree not to attempt to reverse engineer, decompile, or extract the underlying logic or prompts of the Agent.

5. Disclaimer of Warranties

THE AGENT AND SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. 1nQ INC. AND THE AGENT BUILDER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF THE AGENT’S OUTPUT. THE GAP ANALYSIS AND ASSESSMENTS GENERATED BY THE AGENT ARE INFORMATIONAL TOOLS ONLY AND DO NOT CONSTITUTE FORMAL LEGAL, FINANCIAL, REGULATORY, OR PROFESSIONAL ADVICE.

5.1 Agent Builder Liability: The Agent Builder associated with the Agent you are using may be an independent professional, SME (subject matter expert), or regulated organisation operating under their own terms of engagement, professional standards, and insurance obligations. 1nQ accepts no liability for the acts, omissions, advice, or outputs of any Agent Builder. Any claims arising from the application of an Agent Builder’s methodology or outputs should be directed to the Agent Builder under their own applicable terms. Users are encouraged to review any terms of engagement provided directly by the Agent Builder.

Non-Excludable Rights: Nothing in this Section 5 excludes or limits our liability where it cannot be excluded or limited by applicable law, including liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation. If you are a consumer located in the United Kingdom or European Union, your statutory rights under the Consumer Rights Act 2015 or equivalent applicable legislation are not affected by these Terms.

6. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL 1nQ INC. OR THE AGENT BUILDER BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION ARISING FROM YOUR USE OF THE AGENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WHERE 1nQ INC. IS LIABLE FOR DIRECT LOSSES, OUR TOTAL AGGREGATE LIABILITY TO YOU SHALL BE LIMITED TO THE GREATER OF: (A) THE TOTAL FEES PAID BY YOU FOR ACCESS TO THE SPECIFIC AGENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) £100 GBP.

Non-Excludable Liability: Notwithstanding anything in this Section 6, nothing in these Terms excludes or limits liability for: (1) death or personal injury caused by negligence; (2) fraud or fraudulent misrepresentation; or (3) any other liability that cannot be excluded or limited by applicable law, including under the Consumer Rights Act 2015 (UK) or equivalent legislation.

7. Indemnification

You agree to defend, indemnify, and hold harmless 1nQ Inc. and the Agent Builder from and against any loss, damage, liability, claim, or demand made by any third party due to or arising out of your use of the Agent or breach of these Terms.

8. Termination

8.1 Termination for Breach: 1nQ Inc. or the Agent Builder reserves the right to suspend or terminate your access to the Agent immediately and without notice in the event of:

- Breach of these Terms
- Misuse of the Agent or Platform
- Attempted reverse engineering or extraction of the Agent's underlying logic
- Use of the Agent for any unlawful or unauthorised purpose
- Non-payment of applicable fees

8.2 Termination for Convenience (User): A user may cancel their subscription or cease using the Agent at any time. No refund will be issued for any unused portion of a prepaid subscription or single-payment access, regardless of usage level.

8.3 Termination for Convenience (1nQ or Agent Builder): 1nQ Inc. or an Agent Builder may withdraw or discontinue an Agent for any reason by providing no less than thirty (30) days' written notice to affected users.

8.4 Agent Builder Withdrawal: Where an Agent Builder withdraws their Agent during a user's fixed-term or prepaid period, the user will be entitled to a pro-rata refund of fees covering the period beyond the withdrawal date.

8.5 Fixed-Term Agreements: Where a user has entered into a fixed-term agreement, that agreement will run for its full term unless terminated by mutual written consent or under clause 8.1. No refund will be issued where a user elects to cease use during a fixed-term period.

8.6 Service Continuity: Where a user's access forms part of a prepaid fixed-term contract and the Agent Builder is no longer active on the Platform, 1nQ will use reasonable endeavours to ensure continued access to the Agent for the duration of that contract term.

8.7 Effect of Termination: Upon termination for any reason, your right to access the Agent will cease. Any provisions of these Terms which by their nature should survive termination — including clauses relating to data ownership, liability, and governing law — will continue to apply.

8.8 Agent Builder Terms of Engagement: Where an Agent Builder operates under their own terms of engagement with you, those terms may contain additional or different provisions governing termination of the broader service relationship, including notice periods, exit obligations, and continuation of service. 1nQ's termination rights under this Section 8 apply solely to your access to the Agent and the 1nQ Platform, and do not affect or override any separate contractual relationship you may have with the Agent Builder. In the event of any conflict between these Terms and an Agent Builder's own terms of engagement, the Agent Builder's terms shall prevail in respect of the professional service relationship, and these Terms shall prevail in respect of Platform access and technology.

8.9 Marketplace Purchases: Where you have purchased access to an Agent directly through the 1nQ marketplace without entering into a direct engagement with the Agent Builder, your relationship is solely with 1nQ as the Platform operator. In this scenario, no separate terms of engagement with the Agent Builder apply unless explicitly presented and agreed to at the point of purchase; the Agent Builder has no ongoing service obligation to you beyond the functionality embedded within the Agent itself; and termination, refunds, and continuity of access are governed exclusively by these Terms and the provisions of Section 8. No refund will be issued for any unused portion of a marketplace purchase, regardless of usage, except where the Agent is withdrawn by 1nQ or the Agent Builder under clause 8.4. 1nQ will use reasonable endeavours to maintain marketplace Agents in working order for the duration of any prepaid access period.

9. Governing Law

These Terms shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles. Nothing in this clause affects any statutory rights you may have as a consumer under the laws of your home jurisdiction, including rights under the Consumer Rights Act 2015 (UK) or equivalent European Union legislation, which remain unaffected by the choice of governing law.

10. Data Restrictions

Multi-Tenant Data Isolation

The 1nQ Platform operates a strict multi-tenant architecture. Each Agent Builder accesses only data associated with their own user account and agent portfolio. Cross-tenant data access is technically prevented at the data layer. Agent Builders cannot execute custom queries, access other Agents' data, or view platform-wide aggregates.

1nQ Inc. will not use data from one Agent's tenant to train, improve, or inform agents or analytics provided to a different Agent, without the explicit written consent of the originating Agent Builder. Aggregated, anonymised platform-wide analytics (from which no individual Agent Builder or respondent can be identified) may be used for general product development.

Platform Operator Access

As the operator of the 1nQ Platform, 1nQ Inc. retains administrative access to all data across the Platform for the purposes of infrastructure management, security monitoring, abuse prevention, billing, and technical support. This access is governed by 1nQ's internal data access controls and is subject to confidentiality obligations on all 1nQ personnel.

1nQ Inc. will not use data from one Agent Builder's tenant to train, improve, or inform agents or analytics provided to a different Agent without explicit written consent. Platform-wide aggregated and anonymised analytics may be used for general product improvement.

11. Contact

For questions regarding these Terms, please contact **support@1nq.ai**.