



Terms and Conditions (“Terms”) for the Gen AI Learning Assistant (“Assistant”) provided by (i) QA Limited (company number 02413137) (ii) Circus Street London Limited, (company number 6958392) in each case with registered offices at International House, 1 St Katharine’s Way, London, E1W 1UN, (iii) Cloud Academy Inc whose principal place of business is at 530 Fifth Avenue, Suite 703, New York, NY 10036, and, and (v) all Affiliates of QA Limited from time to time.

1. DEFINITIONS

- 1.1. **“Applicable Law”** means any (i) statute, statutory instrument, bye-law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal); (ii) legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or (iii) legally binding industry code of conduct or guideline, which relates to the Contract and/or the obligations of a party under it;
- 1.2. **“Intellectual Property Rights”** means all patents, petty patents, utility models, trademarks, design rights, applications for any of the foregoing, copyright, moral rights, database rights, trade or business names, domain names, website addresses whether registrable or otherwise (including applications for and the right to apply for registration of any such rights), and any and all other intellectual property rights as may now exist or hereafter come into existence and any similar rights in any country whether currently existing or created in the future, in each case for their full term together with any renewals or extensions.
- 1.3. **“Platform Content”** means all related training modules, answers, scripts, virtual libraries, user guides, exams educational materials, and any other related documentation or material (including reports) supplied, created or developed by or on behalf of QA in conjunction with the Platform and any information and materials (including works of authorship, files, processes, systems, ideas, know-how, concepts, methodologies, flowcharts, manuals, data, databases, digital content, database structures, content, descriptions, documents, notes, records, results, reports, text, research, lists, diagrams, artwork, designs, sketches, models, photographs, drawings, plans, specifications, images, logos, styles and graphics (in whatever form and on whatever media)) provided by QA from time to time via the Platform;
- 1.4. **“Team”** means a group of individuals accessing the Platform under the same User Account.
- 1.5. **“User”** means an employee, officer, director, contractor (acting in a similar role to an employee) or authorized representative of the Customer or the Customer’s Affiliate, who is authorized by Customer to access and use the Platform under the rights granted to Customer pursuant to these Terms and for whom access to the Platform has been purchased;
- 1.6. **“User Data”** means any data about Users obtained by QA, including related to the use of and access to the Platform and Platform Content by Users.
2. These Terms describe your rights and responsibilities when accessing and/or using our Assistant and any associated companion mobile applications for iPhone and/or Android mobile devices and any and all related software, documentation, and online, mobile-enabled, and/or digital services and/or underlying architecture on which the Assistant is based or operates (the **“Platform”**) in each case provided by QA Ltd or any of its affiliates as described above (**“QA,” “we,” “our,” or “us”**). By accessing or using the Platform, or by clicking a button or checking a box marked **“I Agree”**, you signify that you have read, understood, and agree to be bound by these Terms, and you acknowledge that you have read, understood and agree to our Privacy Notice and Data Protection Addendum found here: www.qa.com/legal-privacy.
3. QA reserves the right to modify the terms of these Terms and will provide notice of such changes and such changes shall be effective immediately upon posting. These Terms apply to all Users, and to all others who access the Platform, whether as individuals, learners team members, or entities sponsoring employees or learners (**“you,” or “your”**).
4. BY COMPLETING THE REGISTRATION PROCESS, ACCESSING OR USING THE PLATFORM YOU (I) ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED THESE TERMS, (II) HEREBY REPRESENT AND WARRANT THAT YOU ARE AUTHORISED TO ENTER OR ACT ON BEHALF OF THE OWNER OF THE ACCOUNT, AND BIND TO THESE TERMS AND (III) YOUR USE OF THE PLATFORM IS SOLELY AND EXCLUSIVELY IN RELATION TO THE SERVICES PROVIDED BY US AND NOT FOR ANY OTHER COMMERCIAL PURPOSE OR FOR ANY COMMERCIAL EXPLOITATION.
5. These Terms are effective between QA and the User on the earliest of the following: the day of your registration, access to or use of the Platform, execution by your employer of a signed written contract with respect to, concerning or relating to the Platform..
6. **GENERAL**
- 6.1. By accepting these Terms you represent and warrant that all information that you provide is current, complete and accurate to the best of your knowledge.

You agree to maintain and promptly update your information on the Platform, including but not limited to any associated User Account so that it remains current, complete and accurate. You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of the Platform.

- 6.2. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by QA without restriction. Any attempted transfer or assignment in violation of this clause will be null and void.

7. ELIGIBILITY

- 7.1. This is a contract between the User and QA. The User must read and agree to these Terms before accessing or using the Platform. If you do not agree, you may not access or use the Platform. You may use the Platform only if you can form a binding contract with QA, and only in compliance with these Terms and Applicable Law.

8. LIMITED LICENSE

- 8.1. Subject to these Terms, the User is hereby granted a non-exclusive, limited, non-transferable, and freely revocable license to use the Platform, only for purposes required and relevant to the services by us. Usage outside of your relationship with us is strictly forbidden. QA may terminate the license granted in this section at any time, for any reason or no reason. QA reserves all rights not expressly granted herein in and to the Platform and the QA Content (as defined below).

9. USER ACCOUNTS

- 9.1. You are responsible for access to your computer and/or account and/or your use of the Platform (**“User Account”**). You agree to accept responsibility for all activities that occur through your User Account.
- 9.2. You agree to notify us immediately upon becoming aware of any breach of security or unauthorised use of your User Account.
- 9.3. We reserve the right to refuse access to the Platform, terminate your use, remove or edit content in our sole discretion, including the suspension or termination of your User Account.

10. USER CONTENT

- 10.1. If permitted, Users may provide input to the Platform in the form of data, documentation, questions, answers or otherwise (**“User Content”**) and receive output from the Platform based on the User Content (**“Output”**). You are responsible for User Content and your use of the Platform Content, including ensuring that it does not violate any applicable law or these Terms. You represent and warrant that you have all rights, licenses, and permissions needed to provide User Content to the Platform.
- 10.2. By submitting User Content to the Platform, you automatically grant us a royalty-free, perpetual, irrevocable, non-exclusive, worldwide right and license to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sublicense (through multiple tiers) and otherwise exploit such User Content (in whole or in part) in any form, media or technology now known or hereafter developed, without payment to you or to any third parties.
- 10.3. Additionally, to the fullest extent permitted under applicable law, you waive your moral rights in the User Content and agree not to assert such rights against us. You represent and warrant to us that you have the full legal right, power and authority to grant to us the license provided for herein, that you own or control the complete exhibition and other rights to the User Content you submitted for the purposes contemplated in this license and that neither the User Content nor the exercise of the rights granted herein shall violate these Terms, or infringe upon any rights, including the right of privacy or right of publicity, or constitute a libel or slander against, or violate any common law or any other right of, or cause injury to, any person or entity. You further grant to us the right, but not the obligation, to pursue at law any person or entity that violates your or our rights in the User Content by a breach of these Terms.
- 10.4. In connection with your User Content, you affirm, represent, and warrant the following:
 - 10.4.1. you have the written consent of each and every identifiable natural person referred to or mentioned in the User Content, if any, to use such person’s name or likeness in the manner contemplated by the Platform and these Terms, and each such person has released you from any liability that may arise in relation to such use;
 - 10.4.2. you have obtained and are solely responsible for obtaining all consents as may be required by Applicable Law to post any User Content relating to third parties;
 - 10.4.3. your User Content and QA’s use thereof as contemplated by these Terms and the Platform will not violate any Applicable Law or infringe any rights of any third party, including, but not limited to, any Intellectual Property Rights and privacy rights;



10.5. QA may exercise the rights to your User Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise;

10.5.1. your User Content does not include nudity or other sexually suggestive content; hate speech, threats, or direct attacks on an individual or group; abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable content; content that contains self-harm or excessive violence; illegal content or content in furtherance of harmful or illegal activities; malicious programs or code; any person's personal information without such person's consent; and/or spam, machine-generated content, or unsolicited messages; and

10.5.2. to the best of your knowledge, all of your User Content and all other information that you provide to us is truthful and accurate.

10.6. QA takes no responsibility and assumes no liability for any User Content that you or any other User or third party submits, posts, displays, provides, or otherwise makes available on or through the Platform. You will be solely responsible for your User Content and the consequences of submitting it, posting it, displaying it, providing it, or otherwise making it available on or through the Platform. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that QA will not be liable for any damages you allege to incur as a result of or relating to any User Content, Output or QA Content (as defined below).

11. PLATFORM RULES

11.1. Your permission to use the Platform and Platform Content is personal to you and non-transferable. Your use of the Platform and Platform Content is conditional upon your compliance these Terms and you agree that you will not:

11.1.1. use the Platform or Platform Content for any fraudulent or unlawful purpose;

11.1.2. use the Platform for transmitting spam, chain letters, or other unsolicited email;

11.1.3. use the Platform to defame, abuse, harass, stalk, threaten or otherwise violate, infringes or misappropriate the rights of yourself or others, including without limitation others' privacy rights or rights of publicity;

11.1.4. impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Platform; or express or imply that we endorse any statement you make;

11.1.5. abuse, harm, interfere with or disrupt the operation of the Platform or the servers or networks used to make the Platform available; or violate any requirements, procedures, policies or regulations of such networks;

11.1.6. attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from the servers running the Platform;

11.1.7. take any action that imposes, or may impose (as determined by us, in our sole discretion), an unreasonable or disproportionately large load on our infrastructure;

11.1.8. transmit or otherwise make available in connection with the Platform any virus, worm, invalid data, Trojan horse, software agents or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;

11.1.9. reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial and/or personal purposes, any portion of, use of, or access to the Platform or the Platform Content;

11.1.10. collect or harvest any personal information, including account names, from the Platform or the Platform Content;

11.1.11. modify, adapt, translate, screen scrape, reverse engineer, decompile or disassemble any portion of the Platform or aggregate data from the Platform or the Platform Content;

11.1.12. remove any copyright, trademark or other proprietary rights notice from the Platform or Platform Content originating from the Platform or the Platform Content;

11.1.13. frame or mirror any part of the Platform or the Platform Content without our express prior written consent;

11.1.14. create a database by systematically downloading and storing Platform Content or reverse engineering or engineering, tricking or deceiving the Platform (whether its source code or backend code or otherwise);

11.1.15. use any manual or automatic device in any way to gather Platform Content or reproduce or circumvent the navigational structure or presentation of the Platform or Platform Content without our express prior written consent;

11.1.16. represent that Output was human-generated if it was not;

11.1.17. use the Platform for any commercial solicitation purposes;

11.1.18. impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, or hiding or attempting to hide your identity;

11.1.19. interfere with the proper working of the Platform or the Platform Content;

11.1.20. bypass the measures we may use to prevent or restrict access to the Platform, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on the use of the Platform or the content therein;

11.1.21. use the Platform or Platform Content in a way that does not comply with Applicable Laws.

11.1.22. We reserve the right to revoke these exceptions either generally or in specific instances.

11.2. You acknowledge and agree that Output, Platform Content and QA Content that may be generated through the Platform is not tested, verified, endorsed or guaranteed to be accurate by the QA. You accept that we have made or make no other representations or undertakings regarding the operation and adequacy of the Platform, including whether the Platform meets your individual or corporate requirements or learning purpose. Any warranties, conditions, or terms as to fitness for purpose or satisfactory quality are expressly excluded.

11.3. When you use the Platform you understand and agree:

11.3.1. Output may not always be accurate. You should not rely on Output from the Platform as a sole source of truth or factual information, or as a substitute for professional advice;

11.3.2. You must evaluate Output for accuracy and appropriateness for your use case, including using human judgment, discretion and oversight as appropriate, before using or sharing Output from the Platform;

11.3.3. You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them; and

11.3.4. The Platform may provide incomplete, incorrect, or offensive Output that does not represent QA's views. If Output references any third-party products or services, it doesn't mean the third party endorses or is affiliated with us.

11.3.5. For the avoidance of doubt, the Assistant is intended for non-commercial use. Users may not utilize the Assistant for any commercial purposes, including but not limited to, selling, reselling, or distributing the content or services provided by the Assistant and Users acknowledge and agree to use the Assistant in a manner consistent with fair use principles, taking into account the intended purpose of the Assistant. Excessive or abusive use of the Assistant, including but not limited to, overloading the Platform or engaging in disruptive, unethical or harmful behavior, is prohibited, such behaviour to be judged and determined at our sole and reasonable discretion.

12. CHANGES TO THE PLATFORM

12.1. We may, with or without prior notice, change the Platform and/or Platform Content; stop providing the Platform Content or features of the Platform, to you or to Users generally; any we may create usage limits for the Platform. We may permanently or temporarily terminate or suspend your access to the Platform with or without notice and without liability, for any reason, including if, in our sole determination, you violate any provision of these Terms, or for no reason. Upon their termination for any reason or no reason, you continue to be bound by these Terms.

13. DISPUTES WITH OTHER USERS

13.1. The User is solely responsible for your interactions with other Users (if permitted and applicable). QA reserve the right, but have no obligation, to monitor disputes between Users. QA will have no liability for a User's interactions with other Users, or for any User's action or inaction.

14. PLATFORM LOCATION

14.1. User access the Platform at their own volition and are entirely responsible for compliance with all Applicable Laws.

15. QA'S PROPRIETARY RIGHTS

15.1. Except for your User Content, the Platform, the Platform Content and all materials therein or transferred thereby, including, without limitation, Output, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "QA Content"), and all Intellectual Property Rights related thereto, are the exclusive property of QA and its licensors (including other Users who post User Content to the Platform). Except as explicitly provided herein, nothing in these Terms will be deemed to create a license in or under any such Intellectual Property Rights, and you will not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works of any QA Content. Use of the QA Content for any purpose not expressly permitted by these Terms is strictly prohibited. Due to the nature of the Platform, QA does not represent or warrant that any QA Content does not incorporate or reflect third-party content or material.



15.2. QA may collect, maintain, process, and use User Data for purposes outside these terms or you may provide to QA, diagnostic, technical, usage, and related information, including information about your computers, mobile devices, systems, and software (collectively, “Usage Data”). You agree that all Usage Data or User Data is owned solely and exclusively by QA, and, to the extent any ownership rights in or to the Usage Data or User Data vest in you, you hereby assign to QA, on behalf of yourself, all rights, title, and interest in and to the same. Accordingly, QA may use the Usage Data or User Data or any portion thereof for any lawful purpose, including, without limitation: (a) to provide and maintain the Platform; (b) to develop and improve the Platform; (c) to monitor your usage of the Platform; (d) for research and analytics and for QA’s other business purposes; and (e) to share analytics and other derived Usage Data or User Data with third parties, solely in a deidentified or aggregated form. The Platform may contain technological measures designed to prevent unauthorised or illegal use of the Platform. You acknowledge and agree that QA may use these and other lawful measures to verify your compliance with the terms of these Terms and to enforce QA’s rights, including all Intellectual Property Rights, in and to the Platform.

16. FEEDBACK

16.1. To the extent you provide any suggestions, recommendations, or other feedback relating to the Platform, Platform Content or any other QA products or services, (collectively, “Feedback”), such Feedback is non-confidential, and you hereby grant, and you represent and warrant that you have all rights necessary to grant, to QA, on behalf of yourself, a non-exclusive, perpetual, irrevocable, transferable, royalty-free, and worldwide license, with the right to grant and authorise sublicenses, to implement, use, modify, and otherwise exploit, in any way without restriction, the Feedback, without any fees, attribution, or other obligations to you or any third party.

17. TROUBLESHOOTING

17.1. By agreeing to these Terms, you hereby grant permission to QA’s support team members to access the Platform as necessary for troubleshooting and resolving technical issues.

18. SECURITY

18.1. QA cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorised third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information and/or User Data at your own risk. Please refer to our Privacy Notice for further details at www.qa.com/legal-privacy.

19. THIRD-PARTY LINKS AND INFORMATION

19.1. The Platform may contain links to third-party materials that are not owned or controlled by QA. QA does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Platform or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and QA’s Privacy Notice do not apply to your use of such sites. You expressly relieve and disclaim QA from any and all liability arising from your access to or use of any third-party website, service, or content, including, without limitation, User Content submitted by other Users.

20. RELEASE AND INDEMNITY

20.1. You hereby release QA from all damages (whether direct, indirect, incidental, consequential, or otherwise), losses, liabilities, costs, and expenses of every kind and nature, known and unknown, arising out of a dispute between you and a third party (including any other User) in connection with the Platform.

20.2. You agree to defend, indemnify, and hold harmless QA and its affiliates, and its and their respective licensors, employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses arising from: (a) your access to and use of the Platform, including any data or content transmitted or received by you; (b) your violation of any term of these Terms, including, without limitation, your breach of any of the representations and warranties herein contained; (c) your violation of any third-party right, including, without limitation, any right of privacy or Intellectual Property Right; (d) your violation of any Applicable Law; (e) User Content, including, without limitation, misleading, false, or inaccurate information; (f) your wilful misconduct; or (g) any other party’s access to and/or use of the Platform with your credentials.

21. WARRANTY

21.1. The Platform is provided on an “as is” and “as available” basis. Use of the Platform is at your own risk. To the maximum extent permitted by Applicable Law, the Platform, the QA Content, and any other information available on or through the Platform are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from QA or through the Platform will create any warranty not expressly stated herein.

Without limiting the generality of the foregoing, QA and its affiliates, and its and their respective licensors, do not warrant that the Output and/or Platform Content, QA Content or any other information contained in the Platform is accurate, comprehensive, reliable, useful, or correct; that the Platform will meet your needs or purpose; that the Platform will be available at any particular time or location, uninterrupted, or secure; that any defects or errors in the Platform will be corrected; or that the Platform is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Platform is downloaded at your own risk, and you will be solely responsible for any damage to your computer system or mobile device or for loss of data that results from such download or from your use of the Platform.

21.2. Further, QA does not warrant, endorse, guarantee, recommend, or assume responsibility for any product or service advertised or offered by any third party through the Platform or any hyperlinked website or service, and QA will not be a party to, or in any way monitor, any transaction between you and third-party providers of products or services.

21.3. YOU ACCEPT AND AGREE THAT ANY USE OF OUTPUTS FROM OUR PLATFORM IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

22. LIMITATION OF LIABILITY

22.1. To the maximum extent permitted by Applicable Law, in no event will QA or its affiliates, or its or their respective licensors, employees, contractors, agents, officers, or directors, be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, or data, or other intangible losses, arising out of or relating to the use of, or inability to use, the Platform, and/or to the QA Content or any other information contained in the Platform. Under no circumstances will QA be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorised access to or use of the Platform or the information contained therein.

22.2. To the maximum extent permitted by Applicable Law, QA assumes no liability or responsibility for any (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the Platform; (c) any unauthorised access to or use of the servers running the Platform and/or any and all personal information stored therein; (d) any interruption or cessation of transmission to or from the Platform; (e) any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Platform by any third party; (f) any errors or omissions in any QA Content, or any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Platform; and/or (g) User Content or the defamatory, offensive, or illegal conduct of any third party. In no event will QA or its affiliates, or its or their respective licensors, employees, contractors, agents, officers, or directors, be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs.

22.3. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if QA has been advised of the possibility of such damage.

23. TERMINATION AND SUSPENSION

23.1. You are free to stop using the Platform at any time. QA reserve the right to suspend or terminate your access to the Platform or delete your account if we determine:

23.1.1. You breached these Terms;

23.1.2. We must do so to comply with the law; and/or

23.1.3. Your use of our Platform could cause risk or harm to QA, our users, or anyone else.

23.2. Upon termination of these Terms, all rights granted to You under these Terms shall terminate and You shall immediately cease using the Platform.

24. ENTIRE AGREEMENT/SEVERABILITY

24.1. These Terms, together with any amendments and any additional agreements you may enter into with QA in connection with the Platform, will constitute the entire agreement between you and QA concerning the Platform. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect.

25. NO WAIVER

25.1. No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or of any other term, and QA’s failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.

26. GOVERNING LAW

26.1. These Terms will be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales will have exclusive



jurisdiction over any claim or dispute arising under or in connection with these Terms.