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**MyQA Portal Terms of Use (“Terms”) provided by (i) QA Limited (company number 02413137) with registered offices at International House, 1 St Katharine’s Way, London, E1W 1UN, (ii) QA USA, Inc. (formerly Cloud Academy Inc.) whose principal place of business is at 530 Fifth Avenue, Suite 703, New York, NY 10036, and (iv) all Affiliates of QA Limited from time to time. These Terms of Use are effective from 1 May 2026.**

## 1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions shall have the following meanings:

**Affiliate:** any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

**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;

**Customer:** means the entity which a User requests Services on behalf of as specified on the separate agreement with QA;

**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.

**Portal:** means the MyQA Portal;

**Portal Content:** means all documentation or material (including reports) supplied, created or developed by or on behalf of QA in conjunction with the Portal 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 Portal;

**Privacy Notice:** means our privacy notices as found here: <https://www.qa.com/legal-privacy/>.

**Services:** mean learning Services requested buy a User via the Portal;

**User:** means an employee, officer, director, contractor (acting in a similar role to an employee) or authorized representative of the Customer who is authorized by Customer to access and use the Portal pursuant to these Terms;

**User Data:** means any data about Users obtained by QA, including related to the use of and access to the Portal by Users;

## 2. SCOPE

2.1. These Terms apply to all Users which access the Portal (“you,” or “your”).

Terms describe your rights and responsibilities when accessing and/or using the Portal which will be provided by QA Limited or any of its Affiliates as described above (“QA,” “we,” “our,” or “us”). By accessing or using the Portal, or by clicking a button or checking a box marked “I Agree” or similar, 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 the Privacy Notice; QA reserves the right to modify these Terms without notice. Your continued use of the Portal. You will be required to accept modified versions of the Terms each and every time you login and access the Portal. Continued use of the Portal following any updates constitutes your deemed acceptance of any modification or updates to these Terms.

2.4. BY COMPLETING THE REGISTRATION PROCESS FOR THE PORTAL, ACCESSING OR USING THE PORTAL 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 CUSTOMER WHEN ACCEPTING THE TERMS, AND AGREE THAT YOU AND THE CUSTOMER ARE BOUND TO THESE TERMS AND (III) YOUR USE OF THE PORTAL IS SOLELY AND EXCLUSIVELY IN RELATION TO THE SERVICES PROVIDED BY US AND NOT FOR ANY OTHER COMMERCIAL PURPOSE OR FOR ANY COMMERCIAL EXPLOITATION.

2.5. These Terms are effective between QA and the User on your registration, access to or use of the Portal.

2.6. You agree that you must maintain an employment and/or contractual relationship with the Customer in order to be an eligible User. You must notify QA and the Customer immediately if you cease to be an eligible User and cease to access the Portal.

2.7. The Customer is responsible for granting Users access to the Portal and removing access where access is no longer required. You must notify QA and the Customer immediately if access to the Portal is no longer required.

2.8. The Customer is responsible for:

2.8.1. maintaining records of all Users with access to the Portal; and

2.8.2. deleting User accounts which are no longer required (or example where employment has ended); and

2.8.3. ensuring appropriate authority is granted to Users to place orders for Services via the Portal.

2.9. You must ensure all Orders placed for Services via the Portal are genuine and correct. QA accepts no responsibility for Orders submitted incorrectly or without authority. The Customer will be solely responsible for all Orders placed by Users via the Portal.

## 3. GENERAL

3.1. By accepting these Terms, you represent and warrant that all information that you provide to QA is current, complete and accurate to the best of your knowledge. You agree to maintain and promptly update your information on the Portal 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 Portal.

3.2. 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.

## 4. LIMITED LICENSE

4.1. Subject to these Terms, the User is hereby granted a non-exclusive, limited, non-transferable, and freely revocable license to use the Portal, only for purposes of facilitating Services to the Customer. Usage outside of your relationship with the Customer and QA 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 Portal and the Portal Content.

## 5. USER ACCOUNTS

5.1. You are responsible for accessing your User account on the Portal (“User Account”). You agree to accept responsibility for all activities that occur through your User Account and for all Services procured on behalf of the Customer via the User Account.

5.2. You must not share your access credential for the Portal with any other person. You are solely responsible for ensuring your access credential remain secure.

5.3. You agree to notify us immediately upon becoming aware of any breach of security or unauthorised use of your User Account.

5.4. We reserve the right to refuse access to the Portal, terminate your use, remove or edit content in our sole discretion, including the suspension or termination of your User Account.

## 6. USER CONTENT

6.1. If permitted, Users may provide upload content onto the Portal (“User Content”).

6.2. You are responsible for User 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 upload User Content to the Portal.

6.3. By submitting User Content to the Portal, 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.

6.4. 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 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 law or any other right of, or cause injury to, any person or entity.

6.5. You must ensure User Content does not include defamatory, vulgar, obscene, libelous or otherwise objectionable content;

6.6. 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 Portal. 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 Portal.

## 7. PORTAL RULES

7.1. Your permission to use the Portal and Portal Content is personal to you and non-transferable. Your use of the Portal and Portal Content is



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conditional upon your compliance these Terms and you agree that you will not:

- 7.1.1. use the Portal or Portal Content for any fraudulent or unlawful purpose;
- 7.1.2. use the Portal for transmitting spam, chain letters, or other unsolicited email;
- 7.1.3. use the Portal to defame, abuse, harass, stalk, threaten or otherwise violate, infringe or misappropriate the rights of yourself or others, including without limitation others' privacy rights or rights of publicity;
- 7.1.4. impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Portal;
- 7.1.5. abuse, harm, interfere with or disrupt the operation of the Portal or the servers or networks used to make the Portal available; or violate any requirements, procedures, policies or regulations of such networks;
- 7.1.6. attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from the servers running the Portal;
- 7.1.7. 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;
- 7.1.8. transmit or otherwise make available in connection with the Portal 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;
- 7.1.9. reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial and/or personal purposes, any portion of, use of, or access to the Portal or the Portal Content;
- 7.1.10. collect or harvest any personal information, including account names, from the Portal or the Portal Content;
- 7.1.11. modify, adapt, translate, screen scrape, reverse engineer, decompile or disassemble any portion of the Portal or aggregate data from the Portal or the Portal Content;
- 7.1.12. remove any copyright, trademark or other proprietary rights notice from the Portal or Portal Content;
- 7.1.13. frame or mirror any part of the Portal or the Portal Content without our express prior written consent;
- 7.1.14. create a database by systematically downloading and storing Portal Content or reverse engineering or engineering, tricking or deceiving the Portal (whether its source code or backend code or otherwise);
- 7.1.15. use any manual or automatic device in any way to gather Portal Content or reproduce or circumvent the navigational structure or presentation of the Portal or Portal Content without our express prior written consent;
- 7.1.16. impersonate another person or otherwise misrepresent your affiliation with a person or entity including the Customer;
- 7.1.17. interfere with the proper working of the Portal or the Portal Content;
- 7.1.18. bypass the measures we may use to prevent or restrict access to the Portal, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on the use of the Portal or the Portal Content; or
- 7.1.19. use the Portal or Portal Content in a way that does not comply with Applicable Laws.

## **8. THE PORTAL**

- 8.1. We may, with or without prior notice, change the Portal and/or Portal Content; stop providing the Portal and Portal Content or features of the Portal, to the Customer, you or to Users generally; and we may create usage limits for the Portal. We may permanently or temporarily terminate or suspend your access to the Portal 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.

## **9. DISPUTES WITH OTHER USERS**

- 9.1. The User is solely responsible for your interactions with other Users and the Customer. QA reserve the right, but have no obligation, to provide information regarding use and access to the Portal to the Customer.

## **10. QA'S PROPRIETARY RIGHTS**

- 10.1. The Portal, the Portal Content and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music (the "QA Content"), and all intellectual property rights related thereto, are the exclusive property of QA and its licensors. 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.
- 10.2. 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 Portal; (b) to develop and improve the Portal; (c) to monitor your usage of the Portal; (d) for research and analytics and for QA's other business purposes; and (e) to share analytics and other User Data with third parties including the Customer.

## **11. FEEDBACK**

- 11.1. To the extent you provide any suggestions, recommendations, or other feedback relating to the Portal, Portal 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.

## **12. TROUBLESHOOTING**

- 12.1. By agreeing to these Terms, you hereby grant permission to QA's support team members to access the Portal as necessary for troubleshooting and resolving technical issues.

## **13. SECURITY**

- 13.1. 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](http://www.qa.com/legal-privacy).

## **14. THIRD-PARTY LINKS AND INFORMATION**

- 14.1. The Portal 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 Portal 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.

## **15. WARRANTY**

- 15.1. The Portal is provided on an "as is" and "as available" basis. Use of the Portal is at your own risk. To the maximum extent permitted by Applicable Law, the Portal, Portal Content, and any other information available on or through the Portal 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 Portal 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 Portal Content, QA Content or any other information contained in the Portal is accurate, comprehensive, reliable, useful, or correct; that the Portal will meet your needs or purpose; that the Portal will be available at any particular time or location, uninterrupted, or secure; that any defects or errors in the Portal will be corrected; or that the Portal is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Portal 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 Portal.

## **16. LIMITATION OF LIABILITY**

- 16.1. 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 Portal, and/or to the Portal Content or any other information contained in the Portal. 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 Portal or the information contained therein.



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16.2. 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 Portal; (c) any unauthorised access to or use of the servers running the Portal and/or any and all personal information stored therein; (d) any interruption or cessation of transmission to or from the Portal; (e) any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Portal 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 Portal; 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.

16.3. 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.

#### **17. TERMINATION AND SUSPENSION**

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

17.1.1. You breached these Terms;

17.1.2. We must do so to comply with the law;

17.1.3. We determine that your User account has become dormant due to inactivity; and/or

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

17.2. Upon termination of these Terms, all rights granted to You under these Terms shall terminate and You shall immediately cease using the Portal. or its subject matter or formation.

#### **18. ENTIRE AGREEMENT/SEVERABILITY**

18.1. These Terms constitute the entire agreement between you and QA concerning the Portal. 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.

#### **19. NO WAIVER**

19.1. 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.

#### **20. GOVERNING LAW**

20.1. These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with:

<b>User Location:</b>	<b>Governing Law:</b>
UK and EEA	The laws of England and Wales
US	The laws of the State of Delaware
All other territories	The laws of England and Wales

20.2. Each party irrevocably agrees that the courts of:

<b>User Location:</b>	<b>Courts of:</b>
UK and EEA	England and Wales
US	Delaware
All other territories	England and Wales

shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract