

These End User Terms of Use ("**Terms**") are 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 Suite 813 18th Floor, Tower 49 by Industrious, 12 E 49th St. New York, NY 10017, and (iii) all Affiliates of QA Limited from time to time (together, "**QA**", "**we**", "**our**" or "**us**").

These Terms are effective from 1 September 2026.

Please read these Terms carefully. They explain how you may access and use the QA Platform, our Websites and any associated online portals. They are separate from, and do not replace, the formal commercial contract under which your access has been arranged (see clause 2).

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following definitions apply:

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

Applicable Law: any (i) statute, statutory instrument, bye-law, order, directive, treaty, decree or law (including any common law, judgment, 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, in each case which relates to the Platform and/or your access to or use of it;

Customer: the organisation or individual that has entered into a Customer Agreement with QA (or with an authorised QA reseller or partner) under which access to the Platform is made available. The Customer may be your employer or organisation or, where you have contracted with QA directly, may be you;

Customer Agreement: the separate agreement between QA (or an authorised QA reseller or partner) and the Customer under which access to and use of the Platform is purchased or otherwise made available, being the formal commercial contract governing the provision of the Platform (including matters such as the scope of access, fees, service levels and duration);

Gen AI: generative AI models used within QA's Platform, including but not limited to QA's learning assistant and lab assistant models;

Intellectual Property Rights: all patents, trademarks, design rights, copyright, moral rights, database rights, trade or business names, domain names and website addresses (whether registrable or otherwise, including applications for and the right to apply for any of them), and all other intellectual property rights, in each case whether now existing or created in the future, for their full term together with any renewals or extensions;

Output: any output generated by QA's Gen AI which is based on the User Content that a User inputs into the Gen AI;

Platform: QA's proprietary, cloud-based training platform, including QA's Gen AI and related App, in each case as applicable, through which Platform Content is accessed by Users;

Platform Content: all training modules, answers, scripts, virtual labs and libraries, user guides, exams, educational materials and any other documentation or materials (in any form and on any media) supplied, created or developed by or on behalf of QA and made available via the Platform;

Privacy Notice: our privacy notice(s) available at <https://www.qa.com/legal-privacy/>;

User: an employee, officer, director, contractor (acting in a similar role to an employee) or authorised representative of the Customer or the Customer's Affiliate who is authorised to access and use the Platform under a Customer Agreement, and for whom access to the Platform has been made available (also referred to in these Terms as "you" or "your");

User Data: any data about Users obtained by QA, including in relation to the use of and access to the Platform and Platform Content by Users;

Websites: qa.com and app.qa.com (as applicable), together with any other website or online portal operated by QA or its Affiliates through which QA makes the Platform or its training services available.

1.2 In these Terms, unless the context requires otherwise: references to the Platform include, where applicable, our Websites and any associated online portals; headings are for convenience only and do not affect interpretation; the words "include" and "including" mean "including without limitation"; a reference to a person includes a natural person and a corporate or unincorporated body; and the singular includes the plural and vice versa.

2. ABOUT THESE TERMS AND HOW THEY WORK WITH YOUR AGREEMENT

2.1 These Terms describe your rights and responsibilities when you access or use the Platform, our Websites and any associated online portals as an individual end user. They apply to you each time you do so.

2.2 Access to the Platform is made available under a separate **Customer Agreement** between QA (or an authorised QA reseller or partner) and the Customer. The Customer Agreement is the formal commercial contract that governs the provision of the Platform, including the scope of access purchased, fees, service levels and duration. In most cases

the Customer is your employer or organisation; in some cases you may be the Customer yourself.

2.3 These Terms are **additional to, and do not form part of or replace, the Customer Agreement**. Nothing in these Terms is intended to create, vary or override any commercial contract between QA and the Customer. If there is any conflict between these Terms and the Customer Agreement, the Customer Agreement will prevail as between QA and the Customer to the extent of that conflict.

2.4 Your right to access and use the Platform depends on there being a valid Customer Agreement in place that covers your access. If you are not authorised to access the Platform under a Customer Agreement, or that authorisation ends or is withdrawn, you must stop accessing and using the Platform.

2.5 These Terms, together with our Privacy Notice, govern the relationship between you and QA in respect of your individual access to and use of the Platform. They do not confer any rights on the Customer and do not affect the Customer's rights or obligations under the Customer Agreement.

3. ACCEPTANCE OF THESE TERMS

3.1 By accessing or using the Platform (including our Websites and portals), or by otherwise giving your assent (for example by clicking a button or checking a box marked "I Agree"), you confirm that you have read, understood and agree to comply with these Terms, and you acknowledge the Privacy Notice available at <https://www.qa.com/legal-privacy/>. Where you access the Platform on behalf of or under the authority of a Customer, you confirm that you are authorised to do so, and you agree to use the Platform solely in connection with the training and learning services made available to you and not for any other commercial purpose.

3.2 These Terms apply to all Users, and to anyone else who accesses the Platform, whether as individuals, learners, team members or otherwise ("**you**" or "**your**").

3.3 These Terms apply to you from the first time you register for, access or use the Platform. If you do not agree to them, you must not access or use the Platform.

3.4 We may modify these Terms from time to time. The current version will be made available on the Platform and/or the Websites and will apply from the date it is posted. Your continued access to or use of the Platform constitutes your acceptance of the updated Terms; if you do not agree, you must stop using the Platform.

4. GENERAL

4.1 You represent and warrant that the information you provide is current, complete and accurate to the best of your knowledge, and you agree to keep it updated, including any information associated with your User Account. You are responsible for obtaining and maintaining all connectivity, software, hardware and other equipment needed to access and use the Platform.

4.2 These Terms, and any rights and licences granted under them, are personal to you and may not be transferred or assigned by you. We may assign, transfer, charge, subcontract or otherwise deal with our rights and obligations under these Terms without restriction, including to another member of the QA group or in connection with any reorganisation, merger, sale or transfer of our business. Any attempted transfer or assignment by you in breach of this clause will be null and void.

5. ELIGIBILITY

5.1 You may access and use the Platform only where you are authorised to do so under a Customer Agreement, and only in accordance with these Terms and Applicable Law. If you do not agree to these Terms, you may not access or use the Platform.

6. YOUR LICENCE TO USE THE PLATFORM

6.1 Subject to these Terms, and subject to your authorisation to access the Platform under a Customer Agreement, you are granted a non-exclusive, limited, non-transferable and revocable licence to access and use the Platform for the training and learning purposes for which access has been made available to you. Use of the Platform outside of your relationship with us or the Customer is not permitted. Your licence may be suspended or terminated in accordance with clause 20. QA reserves all rights not expressly granted in these Terms in and to the Platform and the QA Content (as defined below).

7. USER ACCOUNTS

7.1 You are responsible for your computer, your account and your use of the Platform ("**User Account**"), and you accept responsibility for all activities that occur through your User Account.

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

7.3 We may refuse access to the Platform, terminate your use, and remove or edit content in our sole discretion, including by suspending or terminating your User Account.

8. USER CONTENT

8.1 If permitted, Users may provide or upload content to the Platform, including inputs into our Gen AI, in the form of questions, answers, comments, documentation, data or otherwise ("**User Content**").

8.2 You are responsible for your User Content and for your use of the Platform Content, including ensuring that they do not breach any Applicable Law or these Terms.

8.3 You retain ownership of your User Content. You grant us a non-exclusive, worldwide, royalty-free licence to host, store, use, copy, adapt and display your User Content to the extent reasonably necessary to operate, provide, secure and improve the Platform and our services, and to comply with Applicable Law. We handle any personal data contained in your User Content in accordance with our Privacy Notice.

8.4 You represent and warrant that you own, or have obtained, all rights, licences and permissions necessary to submit your User Content and to grant the licence in clause 8.3, and that your User Content, and our permitted use of it, will not infringe the rights of any third party (including Intellectual Property Rights and privacy rights) or breach any Applicable Law.

8.5 You further confirm that:

(a) you have obtained all consents required under Applicable Law from any identifiable individual referred to or mentioned in your User Content;

(b) your User Content does not include: sexual or sexually suggestive content (including intimate images or AI-generated or synthetic sexual material); hate speech, threats or attacks on any individual or group; abusive, harassing, defamatory, obscene, libellous or otherwise objectionable content; content invasive of another's privacy; content promoting self-harm or excessive violence; illegal content or content facilitating harmful or illegal activity; malicious programs or code; any person's personal information without their consent; or spam or unsolicited messages; and

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

8.6 QA takes no responsibility, and assumes no liability, for any User Content submitted by you or any other User or third party. You are solely responsible for your User Content and the consequences of making it available on or through the Platform.

9. PLATFORM RULES

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

(i) use the Platform or Platform Content for any fraudulent, unlawful or non-compliant purpose, or otherwise in a way that does not comply with Applicable Law;

(ii) transmit spam, chain letters or other unsolicited messages;

(iii) defame, abuse, harass, stalk, threaten or otherwise violate, infringe or misappropriate the rights of others, including their privacy rights or rights of publicity;

(iv) impersonate any person or entity, misrepresent your affiliation with any person or entity, imply that we endorse any statement you make, conduct fraud, or hide or attempt to hide your identity;

(v) abuse, harm, interfere with or disrupt the operation of the Platform or the servers or networks used to make it available, or violate their requirements, procedures, policies or regulations;

(vi) attempt to gain unauthorised access to, compromise the security or integrity of, or decipher any transmissions to or from, the servers running the Platform, or bypass any measures we use to restrict or limit access to or use of the Platform;

(vii) take any action that imposes, or may impose (as determined by us, acting reasonably), an unreasonable or disproportionately large load on our infrastructure;

(viii) transmit or introduce any virus, worm, Trojan horse, invalid data or other harmful, invasive or malicious code;

(ix) reproduce, duplicate, copy, sell, resell or otherwise exploit any part of, use of, or access to the Platform or Platform Content for any commercial or personal purpose, including for commercial solicitation;

(x) collect or harvest any personal information, including account names, from the Platform or Platform Content;

(xi) modify, adapt, translate, screen-scrape, reverse engineer, decompile or disassemble any part of the Platform, or use any manual or automated means to gather, or systematically download and store, Platform Content (including to create a database or to circumvent the navigational structure or presentation of the Platform) without our prior written consent;

(xii) remove any copyright, trademark or other proprietary notice from, or frame or mirror any part of, the Platform or Platform Content without our prior written consent; or

(xiii) represent that Output created by QA's Gen AI was human-generated if it was not.

9.2 You acknowledge and agree that Output, Platform Content and QA Content generated through the Platform is not tested, verified, endorsed or guaranteed to be accurate by QA, and that we make no representation or undertaking that the Platform will meet your individual requirements or learning purpose.

9.3 When you use our Gen AI you understand and agree that:

(a) Output may not always be accurate, and you should not rely on it as a sole source of truth or factual information, or as a substitute for professional advice;

(b) you must evaluate Output for accuracy and appropriateness for your use case, applying human judgment, discretion, and oversight as appropriate, before using or sharing it;

(c) 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 decisions about credit, education, employment, housing, insurance, legal or medical matters; and

(d) the Gen AI may provide incomplete, incorrect, or offensive Output that does not represent QA's views, and any reference in Output to third-party products or services does not imply their endorsement of, or affiliation with, us.

10. THE PLATFORM

10.1 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), and create usage limits for the Platform. We may permanently or temporarily suspend or terminate your access to the Platform, with or without notice and without liability, for any reason, including if, in our reasonable determination, you have breached these Terms. Following any suspension or termination, you continue to be bound by these Terms.

11. DISPUTES WITH OTHER USERS

11.1 You are solely responsible for your interactions with other Users (where permitted and applicable). QA reserves the right, but has no obligation, to monitor disputes between Users, and will have no liability for any User's interactions with other Users or for any User's action or inaction.

12. PLATFORM LOCATION

12.1 You access the Platform at your own volition and are responsible for compliance with all Applicable Laws in the location from which you access it.

13. QA'S PROPRIETARY RIGHTS

13.1 Except for your User Content, the Platform, the Platform Content and all materials made available through it — including Output, software, images, text, graphics, logos, trademarks, copyrights, audio, video and User Content belonging to other Users (the "QA Content") — together with all Intellectual Property Rights in them, are the exclusive property of QA and its licensors. Except as expressly provided in these Terms, nothing in these Terms grants you any licence in or to any such Intellectual Property Rights, and you will not sell, license, modify, distribute, copy, reproduce, publicly display, publish, adapt or create derivative works of any QA Content. Use of the QA Content for any purpose not expressly permitted by these Terms is 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.

13.2 QA may collect and generate diagnostic, technical, usage and related information about the operation of the Platform and your use of it, including information about the devices, systems, and software you use to access it ("Usage Data"). As between you and QA, QA owns the Usage Data it generates. QA may use Usage Data, and may create and use de-identified or aggregated data derived from use of the Platform, to provide, maintain, secure, analyse and improve the Platform and for its other lawful business purposes, and may share such de-identified or aggregated data with third parties. QA processes any personal data in accordance with the Privacy Notice and applicable data protection law. The Platform may contain technological measures designed to prevent unauthorised or illegal use, and you acknowledge that QA may use these and other lawful measures to verify your compliance with these Terms and to enforce its rights, including its Intellectual Property Rights, in and to the Platform.

14. FEEDBACK

14.1 If you provide QA with any suggestions, recommendations or other feedback relating to the Platform, Platform Content or any other QA products or services ("Feedback"), such Feedback is non-confidential, and you grant QA (and represent and warrant that you have all rights necessary to grant) a non-exclusive, perpetual, irrevocable, transferable, royalty-free, worldwide licence, with the right to sublicense, to use, modify and otherwise exploit the Feedback without restriction and without any fee, attribution or other obligation to you or any third party.

15. TROUBLESHOOTING

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

16. SECURITY

16.1 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, and 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.



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17. THIRD-PARTY LINKS AND INFORMATION

17.1 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 these Terms and QA's Privacy Notice do not apply to your use of those sites. To the extent permitted by Applicable Law, you relieve and disclaim QA from any liability arising from your access to or use of any third-party website, service or content.

18. WARRANTY

18.1 The Platform is provided on an "as is" and "as available" basis, and your use of it 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 implied warranties of satisfactory quality, merchantability, fitness for a particular purpose and non-infringement. Without limiting the foregoing, QA does not warrant that the Output, Platform Content, QA Content or any other information on the Platform is accurate, reliable, useful or complete; that the Platform will meet your requirements; that it will be available, uninterrupted or secure; that defects will be corrected; or that it is free of viruses or other harmful components. Any content you download or otherwise obtain through the Platform is at your own risk, and you are solely responsible for any resulting damage to your systems or loss of data. No advice or information you obtain from QA or through the Platform creates any warranty not expressly stated in these Terms.

18.2 QA does not warrant, endorse or assume responsibility for any product or service advertised or offered by any third party through the Platform or any linked website or service, and QA is not a party to, and will not monitor, any transaction between you and a third-party provider.

19. LIMITATION OF LIABILITY

19.1 To the maximum extent permitted by Applicable Law, QA and its Affiliates, and their respective licensors, employees, contractors, agents, officers and directors, will not be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, or for any loss of profits, goodwill, use or data or other intangible losses, arising out of or relating to your use of, or inability to use, the Platform or the QA Content.

19.2 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 resulting from your access to or use of the Platform; (c) unauthorised access to or use of our servers or of any information stored on them; (d) interruption or cessation of transmission to or from the Platform; (e) viruses, Trojan horses or similar harmful code transmitted to or through the Platform by a third party; or (f) any User Content, or the defamatory, offensive or illegal conduct of any third party.

19.3 This clause applies regardless of the basis of the alleged liability, whether in contract, tort, negligence, strict liability or otherwise, even if QA has been advised of the possibility of the loss.

19.4 Nothing in these Terms excludes or limits our liability where it would be unlawful to do so, including for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under Applicable Law.

20. TERMINATION AND SUSPENSION

20.1 You are free to stop using the Platform at any time. QA may suspend or terminate your access to the Platform, or delete your account, if we determine that:

(a) you have breached these Terms;

(b) we must do so to comply with the law; and/or

(c) your use of the Platform could cause risk or harm to QA, our Users or anyone else.

20.2 Your right to access and use the Platform will also end automatically if the Customer Agreement under which your access is provided expires or is terminated, or if your authorisation to access the Platform is otherwise withdrawn.

20.3 Upon termination of these Terms or of your access to the Platform, all rights granted to you under these Terms will terminate and you must immediately cease using the Platform.

21. ENTIRE AGREEMENT AND RELATIONSHIP WITH THE CUSTOMER AGREEMENT

21.1 These Terms, together with our Privacy Notice, govern your individual access to and use of the Platform. These Terms do not replace, vary or supersede the Customer Agreement, and nothing in these Terms affects the rights or obligations of QA or the Customer under it. In the event of any conflict between these Terms and the Customer Agreement, the Customer Agreement will prevail as between QA and the Customer to the extent of that conflict (see clause 2).

21.2 Subject to clause 21.1, these Terms constitute the entire agreement between you and QA concerning your individual use of the Platform and supersede any prior understandings between you and QA on that subject.

21.3 If any provision of these Terms is held to be invalid by a court of competent jurisdiction, that invalidity will not affect the validity of the remaining provisions, which will remain in full force and effect.

22. NO WAIVER

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

23. GOVERNING LAW AND JURISDICTION

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

User Address:	Governing Law:
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

23.2 Each party irrevocably agrees that the courts of:

User Address:	Courts of:
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 these Terms or their subject matter or formation.

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