

## GENERAL TERMS OF SALE FOR INDIVIDUAL USERS.

These General Terms of Sale for Individual Users (“**Terms**”) are made available by QA Limited, QA USA, Inc. and affiliates of QA Limited from time to time (“**QA**”, “**our**”, “**we**,” or “**us**”). The Terms apply to our learning services made available by us together with any learning sessions and all related materials and related websites, hosted or downloadable applications and other services we provide to you. These Terms are effective from 16 July 2025.

### 1. Information about us, our services and how to contact us

- 1.1. **Who we are:** We are: (i) QA Limited (company number 02413137) with registered offices at International House, 1 St Katharine's Way, London, E1W 1UN and our registered VAT number is GB 864 4553 03; (ii) QA USA, Inc. (formerly Cloud Academy Inc.) whose principal place of business is at 530 Fifth Avenue, Suite 703, New York, NY 10036. We may also provide the Services through our affiliates, each of which is a company that directly or indirectly controls, is controlled by or is under common control with QA Limited, QA USA, Inc. or another entity;
- 1.2. **Our services:** We offer you access to our: (i) in-person and online (both live and recorded) training sessions, related training modules, virtual libraries, user guides, exams educational materials, and any other related documentation or material (including reports) 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)); (ii) proprietary, cloud-based training platform; (iii) websites at qa.com and app.qa.com (as applicable) plus any other website used by us to provide services; and (iv) mobile and tablet application software, the data supplied with that software and the associated media, each as provided or made available by us (together, our “**Services**”).
- 1.3. **Contacting us:** If you have any questions about the Services, please contact us using the details at <https://www.qa.com/about/contact/>.

### 2. About our Terms

- 2.1. **What these Terms relate to:** These Terms explain how you may access and use the Services. These Terms apply between us and you. To learn more about our privacy practices in relation to your use of the Services, please see our privacy notice at [Privacy Notice](#).
- 2.2. **Binding Contract:** Please read these Terms carefully before using the Services. By creating an online account on our platform to access our Services (“**Account**”), agreeing to these terms during your telephone or online booking of any Services, accessing or otherwise using the Services, you acknowledge and agree that you have read, understood and now agree to be bound by these Terms, our privacy notice and any Product Specific Terms (as defined below) which together form a legally binding contract between you and QA regarding your use of the Services (“**Contract**”).
- 2.3. **Non Agreement:** If you do not agree to be bound by the Contract or, if you are not eligible to use the Services, do not create an Account, access or otherwise use the Services as you are not permitted to use the Services and should stop such use immediately.
- 2.4. **Important provisions:** All of the Conditions in these Terms are important, but Condition 2.5 (Variation of the Contract) and Condition 17 (Our responsibility to you) are particularly important and you should ensure that you read and understand these before placing any orders for Services (each an “**Order**”) with us.
- 2.5. **Variation of the Contract:** We may vary any part of the Contract from time to time. Variations are effective immediately, except that material modifications are effective 30 days after we issue notice of the variations. We shall provide notice to you of material variations to the Contract before they become effective. If you do not agree to the varied Contract do not continue to use the Services. Continued use of the Services by you after our notice of Contract variations means you are agreeing to be bound by the varied Contract as of its effective date.
- 2.6. **Additional terms:** If you request any Services from us separate terms and conditions specific to any of the Services which are made available to you may apply (“**Product Specific Terms**”) and these will be incorporated into the Contract.

- 2.7. **Ranking of terms:** To the extent of any conflict or inconsistency between the Order, these Terms and the Product Specific Terms the following order of priority shall apply: (i) the Order; (ii) the Product Specific Terms; and (iii) these Conditions.

### 3. About the Services

- 3.1. **Services content:** You may select Services which may consist of a combination of our Services and third party authored learning content, third party learning services and resources such as exam and accreditation services or our use of third party suppliers such as course and accommodation providers, which we may make available to you (together "**Third Party Services**").
- 3.2. **Access to certain Services:** You acknowledge that your use of, and access to, certain Services may be subject to:
- 3.2.1. web portal access terms and conditions which must be accepted by you;
  - 3.2.2. you registering directly with third parties used in connection with the delivery of Services, such as delivery platforms; and/or
  - 3.2.3. such joining requirements and instructions relevant to a particular course or learning module accessed as part of the Services as we provide to you ("**Joining Instructions**"), and you shall comply with all such terms in order to access those Services.
- 3.3. **Third party terms:** Additional contractual terms may apply to your use of Third Party Services ("**Third Party Terms**") and these will be notified to you before you access those Third Party Services. To the extent of conflict or inconsistency between the Third Party Terms and these Terms, the Third Party Terms shall prevail but only insofar as they apply to the applicable Third Party Services. You must ensure compliance with all Third Party Terms and you are responsible for all costs, expenses and damages incurred by us or any third party as a result of your breach of such Third Party Terms.
- 3.4. **Services use:** For the avoidance of doubt, once you have commenced or had the benefit of Services, such Services are then non-transferable and you shall not permit any other person to access or use the provided content and/or Services.
- 3.5. **Bundled Services:** Where you order a predefined selection of bundled Services at a fixed price (a "**Bundle**"):
- 3.5.1. Services within a Bundle are, unless otherwise agreed in writing by us or unless specified otherwise within these Terms, allocated to you and cannot be transferred to any other individual;
  - 3.5.2. you may not modify the Services within a Bundle, and may not exchange Learning Services within a Bundle for other Services; and
  - 3.5.3. each Bundle is valid for the period as set out in the Confirmation and you may only use the Services within a Bundle during that period. Any Services within a Bundle that remain unused will expire on the end date as set out in your Confirmation and shall be deemed used.
- 3.6. **Services changes:** We reserve the right to cancel, re-schedule, change course content or venue, deliver virtually/online/remotely, discontinue or limit the size of training courses or events forming part of the Services, in which case
- 3.6.1. we shall promptly notify you by email or telephone and we shall use commercially reasonable endeavours to ensure any changes do not impact the quality of the Services provided; and
  - 3.6.2. in the event of cancellations by us, if we do not re-schedule or are unable to offer suitable alternative Services, we shall reimburse Fees which you have already paid in advance in relation to the cancelled part of the Services.
- 3.7. **Services requirements:** We reserve the right to withhold Services if you fail to satisfy course requirements or meet the course prerequisites. You agree and acknowledge that you are responsible for ensuring that you meet any course requirements or prerequisites which are provided to you including in the Joining Instructions.

- 3.8. **Services Outcomes:** You acknowledge that the provision of effective Services relies on your engagement and co-operation and therefore we cannot guarantee that you will gain a particular level of expertise by completing a course nor that you will be fully equipped to resolve any issues.
- 3.9. **Services Language:** We shall provide all Services in English language only and we shall not be responsible for any translations from English.

#### 4. Services Account

- 4.1. **Minimum Age:** The Services are not for use by anyone under the age of 16. To use the Services, you agree that: (1) you must be the "**Minimum Age**" (described below). Creating an account with false information is a violation of our terms. "Minimum Age" means 16 years old. However, if law requires that you must be older for us to provide the Services to you without parental consent (including using your personal data) then the Minimum Age is such older age.
- 4.2. **Account creation:** If you create an Account to access the Services, you will have to provide us with certain personal information. Any personal information you provide to us as part of the Account registration process will be processed in accordance with our privacy notice [Privacy Notice](#).
- 4.3. **Denial of Account:** We are not obliged to permit anyone to register for an account and we may refuse, terminate or suspend registration to anyone at any time and for any or no reason.
- 4.4. **Use of your personal information only:** You must not register with, or attempt to register with, or otherwise use another person's email address, name, or other personal information if you register an Account. You must ensure that all personal information you provide to us is accurate and complete at all times.
- 4.5. **Safeguarding your Account.** In creating your Account you agree to create a strong password for your Account and to keep your Account and password confidential and secure. You must not share your Account or password with any third party. You are responsible for all actions that happen through your Account, including where any third party accesses or uses your Account or the Services, whether you authorise such use or not.
- 4.6. **Breaches of Account security:** You must notify us as soon as you are able at [privacy@qa.com](mailto:privacy@qa.com) if you believe your Account or password is not confidential or secure for any reason. If we have reason to believe there is likely to be a breach of security or misuse of your Account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your Account. If we terminate your account, we will refund any Fees you have paid in advance for any Services we have not provided.

#### 5. Ordering Services

- 5.1. **Placing an order for Services:** You may place an Order through your Account or by any other means which we make available to you. Your Order is an offer to buy Services from us, subject to the Contract. Please check your Order carefully and ensure it is correct before placing it. After your Order is placed, we will send you an acknowledgment email to let you know that we have received your Order but this does not mean that your order has been accepted by us.
- 5.2. **Subject to availability:** All Orders are subject to availability. We cannot guarantee that any Services will be available at any given time.
- 5.3. **Our right to reject orders:** We may reject any Order for any reason. If we do not accept your Order we will email you using the details you provided when you placed your Order.
- 5.4. **Acceptance of your order:** Acceptance of your order by us takes place when we send you an order confirmation email ("**Confirmation**"), at which point a legally binding contract is formed between you and us based on the Contract and incorporating the relevant Order and related Confirmation.
- 5.5. **Personal information.** If you place an Order for our Services, by any means we make available, you will have to provide us with certain personal information, such as your name, email address, telephone number, payment details for any Services ordered and preferences for your receipt of the Services. Any personal information you provide to us as part of the Account registration process will be processed in accordance with our privacy notice [Privacy Notice](#).

5.6. **Cancellation of Orders:** We may cancel your Order after we have accepted it and before you have used the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for, we have identified an error in the price or description of the Services, or because we are unable to meet a specified delivery deadline. We will notify by email or telephone you if this is the case and we will refund any Fees you have paid in advance for any Services we have not provided.

5.7. **Inability to supply Services:** In certain circumstances beyond our reasonable control, such as a change in law, we may be unable to supply certain Services. In such circumstances which affect your Order, we will notify you by email, or telephone, cancel your Order and refund any Fees you have paid in advance for any Services we have not provided.

## 6. Services Access

6.1. **Initial Services access:** Your access to Services in your relevant Order begins from the date that you request that we provide you access when placing your Order, provided we have received full payment in cleared funds for the Services you have requested in your Order. Prior to your access to the Services, you will receive a Confirmation from us detailing your access to the Services. If you do not receive a Confirmation, please contact us.

6.2. **Duration of Services:** The commencement and duration of the Services you have requested will be set out in the Confirmation. If you want to continue using the Services after this period, you will need to place a new Order for the relevant Services.

6.3. **Delay in the provision of Services:** We will do what we reasonably can to provide the Services from the date you request access. If there might be a delay before we can start or restart any in-person or live online Services, we will contact you by email or telephone to let you know as soon as reasonably possible. However, we are not responsible for any losses you incur as a result of any delay caused by circumstances beyond our reasonable control. If you have difficulties in accessing other online Services, please contact us.

6.4. **Nature of Services:** The Services have not been tailored to your specific requirements or circumstances. In addition, we cannot guarantee that access to Services will be uninterrupted, error free or secure. Access to Services may be temporarily unavailable while we carry out maintenance or for other technical reasons.

6.5. **Services fees:** You shall pay the relevant fees to obtain access to the Services as set out in your Account or as otherwise provided to you by us online or during your payment process (inclusive of any applicable VAT or other sales tax amount) ("**Fees**"). We may change the Fees at any time, but changes will apply only to new Orders. The Fees will be charged to your payment methods used at checkout in your Account, online or elected by you for Orders placed by telephone.

6.6. **Rescheduling the Services:** If you wish to reschedule the Services at any time, please contact us as set out in Condition 7. The re-scheduling Fees set out below shall apply in the event a course (or your attendance at a course) is rescheduled at your request. Rescheduling Fees apply where Services are not cancelled but re-scheduled for a different date. For the avoidance of doubt, cancellation Fees are not payable in addition to rescheduling Fees in relation to the rescheduling only of Services. The amount of rescheduling Fees due shall vary with the number of business days' notice (where each "**Business Day**" is a day, other than a Saturday, Sunday or public holiday in the UK) you give us of your intention to reschedule part of the Services. We may issue a supplementary invoice to you for such re-scheduling Fees and you shall make full payment to us within fifteen (15) Business Days of the date of that invoice.

Public Scheduled Courses as part of the Services:	
Date of Rescheduling	Rescheduling Fee Payable
16 or more Business Days prior to the start of the course	0%
15-11 clear Business Days prior to the start of the course	25%
10-6 clear Business Days prior to the start of the course	50%

Fewer than six (6) Business Days prior to the start of the course	100%
<b>All other Services:</b>	
<b>Date of Cancellation/Rescheduling</b>	<b>Rescheduling Fee Payable</b>
21 or more Business Days prior to the start of the course	0%
20-11 clear Business Days prior to the start of the course	50%
10-6 clear Business Days prior to the start of the course	75%
Fewer than six (6) Business Days prior to the start of the course	100%

## 7. **Cancellation of Orders**

- 7.1. **Cancelling the Services:** If you wish to cancel the Services at any time, please contact us as set out in this Condition 7.
- 7.2. **Cancellation within 14 days of Confirmation receipt :** If you start to use the Services within the period of 14 days after the date we send you a Confirmation you will lose your right to cancel the Order once the Services have been fully performed. If you wish to cancel the Services within 14 days after the date we send you a Confirmation and the Services have not been fully performed, we will refund you the Fees you paid, provided that, if you request that the Services begin during that initial 14 day-period, we may deduct an amount proportionate to the Services we have provided to you up until the date you cancel.
- 7.3. **Cancellation after 14 days of Confirmation receipt:** If you decide to cancel the any in-person Services after 14 days after the date we send you a Confirmation, we shall not refund you the Fees you paid for the relevant Order and the cancellation Fees set out below shall apply. We may issue a supplementary invoice to you for such cancellation and/or re-scheduling fees and you shall make full payment to us within fifteen (15) Business Days of the date of that invoice.

<b>Public Scheduled Courses:</b>	
<b>Date of Cancellation</b>	<b>Cancellation Fee Payable</b>
16 or more Business Days prior to the start of the course	0%
15-11 clear Business Days prior to the start of the course	50%
10-6 clear Business Days prior to the start of the course	75%
Fewer than six (6) Business Days prior to the start of the course	100%
<b>All other Services:</b>	
<b>Date of Cancellation/Rescheduling</b>	<b>Cancellation Fee Payable</b>
21 or more Business Days prior to the start of the course	0%
20-11 clear Business Days prior to the start of the course	50%
10-6 clear Business Days prior to the start of the course	75%
Fewer than six (6) Business Days prior to the start of the course	100%

- 7.4. **Cancellation contacts:** To cancel your Order for Services, please let us know by doing one of the following:
- 7.4.1. **Online:** Logging to your Account and cancelling the applicable Order;



7.4.2. **Model Cancellation Form:** Completing the model cancellation form attached below and send it to us by email; and

7.4.3. **By phone:** contact us using the details at <https://www.qa.com/about/contact/>

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## 8. Services Use

8.1. **Personal use only:** The Services are for your personal and non-commercial use only. You shall only use the Services for your own non-business purposes and you shall not be entitled to commercially exploit or resell the Services. If you wish to use the Services for your trade, business, craft or profession, please see <https://www.qa.com/self-paced-learning/> and you will be contacted by a sales representative.

8.2. **Services usage costs and expenses:** You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Services, including all Fees.

8.3. **Compliant Use:** You agree to use the Services in compliance with the Contract and all: 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); legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or legally binding industry code of conduct or guideline, which relates to the Contract and/or the obligations of a party under it (together "**Applicable Laws**").

8.4. **Restrictions on your Services use:** You agree:

8.4.1. to use the Services in compliance with the end user terms of use set out at <https://www.qa.com/media/zp1izp5w/end-user-terms-of-use.pdf> ;

8.4.2. not to interfere with any other person's use of the Services or otherwise act in a way that negatively affects another customer's use of or access to the Services;

8.4.3. cause the Services to be interrupted, damaged, rendered less efficient or in any way impaired;

8.4.4. make your own copies of any of Your Content (as defined below ) which you submit to the Services.

8.5. **Suspension:** We may suspend your access to the Services at any time for any reason, including but not limited to, if you use the Services in an inappropriate manner, in breach the Contract and/or any Applicable Laws. If we suspend your access to the Services you will not be allowed to use the Services for a certain period of time.

## 9. Services Provision

9.1. **Services standards:** We shall provide the Services to you in accordance with: the terms of the Contract in all material respects; the diligence, skill and care as would be expected by a provider of equivalent services in the sector in which we operate and all Applicable Laws.

9.2. **Services failure:** We shall not be liable for any delay in or failure of performance under the Contract caused by your failure or delay to: provide any information we require to provide the Services; comply with our reasonable instructions relating to receipt of the Services; or comply with your obligations as specified in the Contract.

9.3. **Third party services:** The Services may contain hyperlinks or references to third party provided materials other than the Services. Any such hyperlinks or references are provided for your convenience only. We have no control over third party materials and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party materials does not mean that we endorse that third party's materials, products or services. Your use of a third party's materials, products or services may be governed by the terms and conditions of that third party and is at your own risk.

9.4. **Usage Data.** Notwithstanding anything to the contrary in these Terms, we may monitor your use of the Service and collect and compile usage and operations data in connection with such use, including query logs, training performance information, and metadata (collectively "**Usage Data**"). As between us and you, all right, title, and interest in Usage Data, and all Intellectual Property

Rights therein, belong to and are retained solely by us. We may (i) make Usage Data publicly available in compliance with Applicable Law, and (ii) use the Usage Data for any purpose to the extent and in the manner permitted under Applicable Law, including for the purposes of improving the Services, developing new features of the Services, marketing the Services, and suggesting additional training modules or features of the Services to you and other users of the Services based on our analysis of the Usage Data provided that in each case Usage Data does not contain personal data relating to you or your confidential information.

- 9.5. **AI in the Services:** You acknowledge and agree that in connection with the provision of the Services we may use our own and any third-party artificial intelligence products or features and/or machine learning technologies (together “**AI**”) as part of the Services and such AI may autonomously analyse and make decisions based on data and algorithms without human intervention.
- 9.6. **Your Content and AI:** You also acknowledge and agree that any text, images, video, audio or other multimedia content, software or other information or material (“**Content**”) you provide to us (including in the form of prompts or queries) (“**Your Content**”) may be inputted into AI (“**Inputs**”) and that you may receive outputs from the AI forming part of the Services (“**Outputs**”).
- 9.7. **Your interaction with AI in the Services:** You shall act at all times in accordance with our reasonable instructions and the terms and conditions of the AI identified to you at the point of or prior to use of the Services. You shall not use AI in any way which may damage our reputation and represent and warrant to us that you: (i) will comply with all Applicable Law in respect of your use of AI and in respect of provision of Your Content that is processed by AI; and (ii) you have all consents, licences and permissions for Your Content you make available to AI.
- 9.8. **Use of AI creations:** You further acknowledge and agree that Outputs are not tested, verified, endorsed or guaranteed to be accurate by us nor do we confirm that Outputs are free of and do not reflect third-party content or material. We may use Inputs and Outputs to train or otherwise improve our AI and may utilise the data generated or collected through our use of AI to improve our Services and enhance our AI. You also grant us permission to use, process and analyse Your Content for the purpose of delivering the Services and for our internal business purposes.

## **10. Fees and Payment.**

- 10.1. **Fees:** All Fees payable by you for the Services are specified when placing your Order and confirmed in your Confirmation and are non-refundable other than as expressly contained in the Contract.
- 10.2. **Sales taxes:** The Fees are exclusive of VAT and all other similar sales taxes imposed by Applicable Law which you shall pay to us in addition to the Fees.
- 10.3. **Payment timing:** Unless specified otherwise in your Account, all Fees set out in the Order are due and payable when you request the relevant Services. Any Services you buy from us must be paid for in advance. We will take payment from your preferred payment method before we send you your Confirmation.
- 10.4. **Fees due:** You are not entitled to exercise any set-off, lien or any similar claim in relation to Fees due to us.
- 10.5. **Fees paid:** No payment of Fees shall be considered to be paid until we receive the payment in cleared funds and each of you and us bears its own banking costs for making or receiving payment.
- 10.6. **Fees Currency:** Payment shall be in the currency we stipulate in your Account or Confirmation.
- 10.7. **Fees subject to change:** Prices for our Services may change at any time. Except as set out in Condition 10.8 below, such changes will not affect existing Orders. We may increase Fees on each anniversary of commencement of an Order by a percentage equal to the percentage increase in CPI in the previous 12 months (where “CPI” means: (i) if you reside in the United States of America, the Consumer Price Index applicable to All Urban Consumers, published by the US Bureau of Labor Statistics; and (ii) if you reside anywhere else the general index of consumer prices published by the UK Office for National Statistics).
- 10.8. **Pricing errors:** If there has been an error in your Account regarding the pricing of any of our Services and this affects your Order, we will try to contact you using the contact details you

provided when you created your Account. We will give you the option to re-confirm your Order at the correct price or to cancel your Order. If we are unable to contact you, we will treat the Order as cancelled and notify you by email or telephone.

- 10.9. **Payment methods:** We accept payment for Orders by the following payment methods: Mastercard; Visa; American Express, Discover and PayPal. All credit card and debit card payments need to be authorised by the relevant card issuer.

## 11. Refunds

- 11.1. **Timing of refund:** If you exercise your right to cancel Services under Condition 7, we will provide you with any relevant refunds as soon as we can.
- 11.2. **Permitted deductions from refunds:** Any refund we give you will be subject to deductions in respect of Services have been provided during the 14 day cancellation period at your request, we will make deductions from any refund due to you for the Services we provided up to the time that you told us that you want to cancel.
- 11.3. **Refund method:** We will issue your refund to the same payment method you used when you placed your Order.

## 12. Your Personal Information

- 12.1. **Personal Information:** Your privacy and personal information are important to us. Any personal information that you provide to us will be processed in accordance with our [Privacy Notice](#), which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 12.2. **Cookies:** We also may use cookies and other similar tracking technologies, for more information please see our cookies policy: [Cookie Notice](#).

## 13. Submitting Your Content to us

- 13.1. **No active monitoring of Your Content:** While we try to make sure that our Services are secure, we do not actively monitor or check whether Your Content supplied to us or accessible through the Services is confidential, commercially sensitive or valuable.
- 13.2. **No promises about confidentiality:** Other than any personal information which will be dealt with in accordance with our privacy notice: [Privacy Notice](#), we do not guarantee that information, including Your Content supplied to us through the Services will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.
- 13.3. **Conditions for submitting:** By submitting, uploading, posting, publishing, transmitting or transferring Your Content to the Services, you agree:
- 13.3.1. that Your Content is original and, to the best of your knowledge, accurate;
- 13.3.2. that Your Content is not: (i) confidential; (ii) defamatory, illegal, obscene, threatening, abusive, or offensive (or is likely to be perceived as such); (iii) in breach of or infringes any Intellectual Property Rights (as defined below); (iv) able to cause damage to, or adversely affect, data, software or the performance or availability of the Services; (v) in breach of any Applicable Law; (vi) an unauthorized advertisement, promotion or solicitation; or (vii) materially misrepresents facts which may be damaging or injurious to us or other customers. Without prejudice to our other rights and remedies, we reserve the right to remove or amend any of Your Content which would be a breach of this Condition 13.3.2;
- 13.3.3. to grant us a non-exclusive, perpetual, royalty-free, transferable, sublicensable, worldwide, irrevocable and unrestricted licence to use and publish, display, edit, modify, reproduce, distribute, store and prepare derivative works of, Your Content;
- 13.3.4. you shall not upload more than two (2) hours of custom video per month to the Services (where applicable) and if you seek to exceed this limit, we may at our sole option: (i) refuse to upload video in excess of two hours; or (ii) apply additional Fees for content in excess of two hours per month;



13.3.5. we may limit your use of the Services if the bandwidth, usage, or volume uploaded by you significantly exceeds the bandwidth, usage, or volume typically uploaded by other similarly situated customers; and

13.3.6. that you will not assert any moral rights against us in respect of Your Content or any Foreground IPR (as defined below).

13.4. **Ownership and non-infringement of Your Content:** In addition, you represent and warrant that:

13.4.1. you are the owner of Your Content, or have the right and have obtained all necessary consents to, grant us the rights set out in these Terms in respect of Your Content; and

13.4.2. Your Content will not infringe the Intellectual Property Rights of others.

13.5. **Your responsibility for Your Content:** We have no control over, and no ownership of, Your Content and you are solely responsible for Your Content which you post. We make no representations or warranties concerning Your Content. We may, in our sole discretion, remove Your Content from the Services.

#### 14. Intellectual Property Rights

14.1. **Definition:** In the Contract, “**Intellectual Property Rights**” means any patents, petty patents, utility models, trade marks, 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 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.

14.2. **Transfer:** Except where explicitly otherwise stated including in Condition 14.6, nothing in the Contract shall act to transfer any Intellectual Property Rights from us to you or you to us.

14.3. **Your ownership:** You shall retain all right, title and interest in and to all Intellectual Property Rights in Your Content (“**Your IPR**”).

14.4. **Our ownership** We and our licensors shall retain all right, title and interest in and to all Intellectual Property Rights or other proprietary rights owned by or licensed to us, our subcontractors or any third party, the use of which is necessary for or incidental to the provision of the Services (“**Our Background IPR**”) and in any materials in which Our Background IPR subsists, including any documents, training guides, instruction manuals, drawings, diagrams, videos or any other materials provided by us to you in the provision of the Services. You shall not directly or indirectly remove any proprietary notices from the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any Applicable Laws.

14.5. **Our Licence to you:** We grant to you a royalty free, non-exclusive, non-transferrable licence during the period you may access the Services as set out in your Order to use Our Background IPR to the extent necessary for you to receive the Services and for no other purpose (including no commercial exploitation). You shall not copy, reproduce, sell, licence, distribute, publish or otherwise circulate any of Our Background IPR unless agreed in writing in advance by us.

14.6. **Creations:** All Intellectual Property Rights or other proprietary rights created by: (i) us in connection with the provision of the Services; and (ii) you in your receipt of the Services on any of platforms, websites or other applications we make available to you, but excluding the Our Background IPR and Your IPR (“**Foreground IPR**”) shall vest in us. If you send any communications or materials to us in any format suggesting or recommending changes to Services, including without limitation, new features or functionality relating to the Services or any comments, questions, suggestions, or the like (collectively, “**Feedback**”), we are free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. You assign to us absolutely all your right, title and interest in and to the Intellectual Property Rights or other proprietary rights in the Foreground IPR and the Feedback and we are free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in each of them, for any purpose whatsoever, although are not required to use any Feedback.

- 14.7. **Licence of Creations:** In consideration of your payment of the Fees and your compliance with the Contract, we hereby grant to you a royalty-free, non-exclusive, non-transferrable licence for the period you may access the Services as set out in your Order to use the Foreground IPR to the extent necessary for you to receive the Services and for no other purpose (including no further commercial exploitation). You shall not copy, reproduce, sell, licence, distribute, publish or otherwise circulate any Foreground IPR unless agreed in writing in advance by us.
- 14.8. **Limited Uses:** Except to the extent expressly permitted in the Contract or at law, you shall not directly or indirectly reproduce, copy, publish, post, broadcast, transmit, disseminate, sell, rent, license, distribute, circulate, make available, alter, vary, modify, translate, disassemble, decompile, recompile, reverse engineer, or create derivative works of the Services or infringe our Intellectual Property Rights, or enter into an arrangement, agreement or understanding which would or might allow or encourage a third party to do so. You agree not to upload, use or integrate the Services, or any part thereof, including but not limited to Our Background IPR or the Foreground IPR, into any artificial intelligence product or service without our prior written consent and not to use any content, information or material which we provide to you other than for the intended use in connection with the Services.
- 14.9. **Reservation:** Any Intellectual Property Rights or other proprietary rights not expressly granted in these Terms by us are reserved by us and you shall have no rights therein or claims thereto.

## **15. Accuracy of information and availability of the Services**

- 15.1. **Services and your needs.** We make no representation, warranty, undertaking or guarantee of any kind that the Services or the results of the use of them will: meet your or any other person's requirements; operate without interruption; achieve any intended result or specific improvements; be compatible or work with any software, system, or other services; or be secure, accurate, complete, free of harmful code, or error free.
- 15.2. **AI in the Services:** Without limiting the generality of Condition 15.1, we strictly disclaim all representations, warranties, and liability with respect to the use, operation and adequacy of AI as part of the Services and whether any AI Output (as defined below) incorporates or reflects third-party content or material.
- 15.3. **Providing the Services:** You acknowledge and agree that the Services and all Third Party Services are provided on an "as is" and "as available" basis and the effectiveness and/or outcome of the Services is subject to various factors beyond our reasonable control, including but not limited to, your commitment, participation, or engagement. Any reliance that you may place on the Services is at your own risk.
- 15.4. **Other promises:** Subject to Condition 17.1 and any express warranties contained in the Contract, all warranties (express or implied) are excluded in the Contract to maximum extent permitted by any Applicable Laws .

## **16. Confidentiality**

- 16.1. **Definition: "Confidential Information"** in the Contract means any commercial, financial or technical information, information relating to our business affairs, customers, clients or suppliers, the Contract and information relating to the Contract, know-how, features, functions, algorithms, interfaces, source code, look and feel of the Services or their constituent parts, other trade secrets, or other information which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract. Confidential Information does not include information that: is at the relevant time in the public domain; was received by you from a third party who did not acquire it in confidence; or is developed by you without any breach of the Contract.
- 16.2. **Using our Confidential Information:** You will only use our Confidential Information for the purpose of performing your obligations under the Contract. You shall keep our Confidential Information secret, safe and secure and not disclose our Confidential Information to any other person.
- 16.3. **Disclosing our Confidential Information:** You may disclose our Confidential Information to the extent required by Applicable Law or any court of competent jurisdiction or the rules of any governmental or regulatory body.

## **17. Our responsibility to you**

17.1. **What we do not exclude:** Nothing in these Terms excludes or limits our liability to you for:

- 17.1.1. any personal injury or death caused by our negligence;
- 17.1.2. our fraud or fraudulent misrepresentation; or
- 17.1.3. any matter which we are not permitted by Applicable Law to exclude or limit our liability.

17.2. **Where we are not liable:** Subject to Condition 17.1, we are not liable to you for:

- 17.2.1. any loss or damage that was not foreseeable or any loss or damage not caused by our breach or negligence;
- 17.2.2. damage to, unauthorized access to, or contaminants that may affect the Services or any computer equipment, software, data or other property;
- 17.2.3. the actions of third parties in breaching any security measures;
- 17.2.4. any business loss or damage including any loss of profits, loss of business, loss of revenue, loss of goodwill, actual or potential business, reputation or opportunity, or loss of savings (whether anticipated) or otherwise;
- 17.2.5. under the Contract for anything not related to the use of the Services;
- 17.2.6. your inability to use the Services; or
- 17.2.7. any failure, interruption, unavailability, delay, defect, error or omission in the Services, regardless of whether we had been advised of or were aware of the possibility of such losses or damages being incurred.

17.3. **Where we are liable:** Subject to Conditions 17.1 and 17.2, if we breach the Contract or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, up to a limit of the value of the Fees set out in the Order under which you suffer such foreseeable loss or damage.. By 'foreseeable' we mean that, at the time the Contract was formed, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

17.4. **Applications of these limitations:** The exclusions from and limitations of liability contained in the Contract will apply after as well as before the date of expiry or termination of the Contract and will be considered severally. The invalidity or unenforceability of any one sub-Condition or Condition will not affect the validity or enforceability of any other sub-Condition or Condition and will be considered severable from each other.

## **18. Termination**

18.1. **Termination by you for convenience:** You can terminate the Contract at any time with immediate effect by closing your Account and no longer accessing or using the Services, but shall remain liable for all properly due Fees in accordance with the Contract.

18.2. **Termination by us for convenience:** We can terminate the Contract at any time:

- 18.2.1. for convenience without liability to you on 30 days' written notice provided that we shall reimburse you for a pro-rata element of the Fees which are applicable to any Services which, but for termination, would have been provided by to you by us; or
- 18.2.2. with immediate effect where you fail to pay any amount due under the Contract on the due date and such amount remains unpaid within 5 Business Days after we have given written notice that the payment is overdue.

18.3. **Termination by either for cause:** You and we can terminate the Contract at any time with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty days after being notified in writing to do so.

## **19. Consequences of Termination**

- 19.1. **Rights cease:** On termination or expiry of the Contract for any reason all rights granted to you under the Contract shall terminate and you shall immediately stop using: (i) and shall destroy any copies of any materials, equipment and tools, drawings, specifications and data supplied by us to you; and (ii) AI provided in connection with the Services.
- 19.2. **Confidential Information:** On termination or expiry of the Contract you shall return or destroy at our request any of our Confidential Information in your possession.
- 19.3. **Effect of Termination:** Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of each party that have accrued up to the date of termination or expiry and is without prejudice to any right to claim damages that would have existed but for termination or expiration. Provisions of the Contract expressly or by implication intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **20. Events beyond our control**

- 20.1. We are not liable to you if we fail to comply with the Contract, in whole or in part, because of circumstances beyond our reasonable control[, including, without limitation: (i) acts of God or other natural disaster; (ii) epidemic or pandemic; (iii) civil commotion or riots imposition of sanctions, (iv) any law or any action taken by a government or public authority; (vi) fire or accident; or (vii) interruption or failure of utility service.

## **21. Transferring these Terms**

- 21.1. **Our right to transfer:** We may at any time assign or otherwise transfer our rights and obligations under the Contract.
- 21.2. **You may not transfer:** You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with your rights and obligations under the Contract.
- 21.3. **Our right to subcontract:** We may at any time subcontract obligations under the Contract, provided that we shall remain liable for the acts and omissions of any subcontractor as if they were our acts and omissions.

## **22. General**

- 22.1. **Entire agreement:** The Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter. Nothing in the Contract purports to limit or exclude any liability for fraud or fraudulent misrepresentation.
- 22.2. **Variation:** Except as set out in these Terms, no variation of the Contract shall be effective unless it is agreed in writing by you and us.
- 22.3. **Waiver:** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. No failure or delay by a party to exercise, nor any single or partial exercise of, any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 22.4. **Validity:** If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of the Contract.
- 22.5. **Third Parties:** No one other than us or you has any right to enforce any rights, remedies, obligations or liabilities under the Contract.
- 22.6. **Further assurance:** You shall execute such documents and perform such acts as may be required for the purpose of giving full effect to the Contract.
- 22.7. **Our relationship:** The Contract shall not create a partnership or joint venture of any kind between you and us nor constitute either party to be the agent of the other. Neither party shall have any authority to make any commitments on the other party's behalf.

## **23. Notices**

- 23.1. Any legal notice given to us by you in connection with the Contract shall be in writing and shall be delivered to: International House, 1 St Katharine's Way, London, E1W 1UN and marked for the attention of the Legal Department.
- 23.2. Any notice or other communication given to you by us in connection with the Contract shall be in writing and shall be delivered to you by email or by pre-paid first-class post or other next Business Day delivery service to the contact details you provided when you created your Order.
- 23.3. A notice or other communication shall be deemed to have been received: if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am at the place of receipt on the second Business Day after posting and if sent by email, at the time of transmission unless a failure to send message is received by the sender.
- 23.4. This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

#### **24. Complaints, Governing Law and Jurisdiction**

- 24.1. **If you have a complaint:** We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the following contact details <https://www.qa.com/about/contact/>.
- 24.2. **Laws applicable to the Contract:** The laws of England and Wales apply to the Contract although if you are acting as a consumer and resident in another country you will retain the benefit of any mandatory protections given to you by the laws of that country.
- 24.3. **Courts which can rule on the Contract:** Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales, in the courts of another part of the UK or in the country in which you are resident.