



Learn. To Change.

LearningBuddy Terms and Conditions These Terms & Conditions ("Terms") govern your access to and use of LearningBuddy, a digital learning-support, scoring, and feedback platform provided by the QA Group, including but not limited to QA Limited and QA USA, Inc. (together, "QA", "we", "us", or "our"). By accessing or using LearningBuddy, you agree to be bound by these Terms. These Terms are effective from 16 December 2025.

If you do not agree to these Terms, you must not use LearningBuddy.

1. About LearningBuddy

- a. LearningBuddy is a platform designed to support learning through interaction, feedback, scoring, and related features. LearningBuddy may provide analytics, insights, recommendations, ratings, or scores based on your usage and submissions. These outputs are informational only and should not be relied upon as professional, educational, employment, or performance advice.
- b. QA may update, modify, or discontinue parts or all of LearningBuddy at any time.

2. Eligibility

- a. You must be at least 18 years old, or the age of majority in your jurisdiction, to use LearningBuddy. By using the platform, you represent and warrant that you meet this requirement.

3. Account Access

- a. Where LearningBuddy requires authentication or account access, you agree to:
 - i. provide accurate and current information;
 - ii. maintain the confidentiality of login credentials; and
 - iii. notify QA immediately of any unauthorised use or security incident.
- b. QA is not liable for any loss arising from your failure to protect your account credentials.

4. Acceptable Use

- a. You agree not to:
 - i. use LearningBuddy for any fraudulent or unlawful purpose;
 - ii. submit content that is defamatory, discriminatory, harmful, infringing, or otherwise inappropriate;
 - iii. attempt to interfere with or disrupt the operation of LearningBuddy;
 - iv. access data or systems you are not authorised to access;
 - v. reverse engineer, modify, copy, or create derivative works of LearningBuddy or any part of it;
 - vi. transmit viruses, malware, or harmful code; or
 - vii. use LearningBuddy in any manner that could impair its functionality or security.
- b. QA may suspend or terminate your access for any breach of these Terms.

5. User Content

- a. You may submit comments, feedback, inputs, or other content ("User Content") through LearningBuddy. By submitting User Content, you:
 - i. grant QA a worldwide, royalty-free, non-exclusive licence to use, store, process, modify, edit, adapt, display, create derivative works from, analyse and otherwise exploit such User Content for the operation, improvement, and assessment of LearningBuddy without payment to you or to any third parties;
 - ii. confirm that you have the rights necessary to submit such content; and
 - iii. acknowledge that QA may anonymise or aggregate User Content for reporting and analytics.
- b. QA may remove User Content that violates these Terms.
- c. You acknowledge and agree that User Content (including in the form of prompts or queries) may be inputted into LearningBuddy ("Inputs") and you may receive outputs from LearningBuddy ("Outputs").
- d. You acknowledge and agree that QA may use, process and analyse Inputs and Outputs to train or otherwise improve and develop LearningBuddy and may utilise the data generated or collected through your use of LearningBuddy for the purpose of improving QA services and enhancing LearningBuddy.
- e. You acknowledge and agree that you have the necessary authority to provide such data and grant explicit consent for QA to process the personal data using LearningBuddy. You may withdraw consent at any time, subject to the provisions of applicable law, by notifying QA in writing as detailed in QA's privacy notice, but such

withdrawal may affect QA's ability to provide the full scope of services.

- f. Additionally, to the fullest extent permitted under applicable law, you waive your moral rights in the User Content and agree not to assert such rights against us. You represent and warrant to us that you have the full legal right, power and authority to grant to us the license provided for herein, that you own or control the complete exhibition and other rights to the User Content you submitted for the purposes contemplated in this license and that neither the User Content nor the exercise of the rights granted herein shall violate these Terms, or infringe upon any rights, including the right of privacy or right of publicity, or constitute a libel or slander against, or violate any common law or any other right of, or cause injury to, any person or entity. You further grant to us the right, but not the obligation, to pursue at law any person or entity that violates your or our rights in the User Content by a breach of these Terms.

6. Privacy and Data Processing

- a. Your personal data will be processed in accordance with the QA Privacy Notice: <https://www.qa.com/legal-privacy/privacy-notice/>
- b. By using LearningBuddy, you acknowledge that:
 - i. QA may collect personal data required to operate the platform;
 - ii. data may be stored or processed on Microsoft systems (e.g., Azure, Microsoft Forms) or other authorised service providers;
 - iii. Microsoft and other providers act as processors on QA's behalf;
 - iv. your data may be transferred to and stored outside your region, including in the United States; and
 - v. your data may be used for scoring, training, feedback, analytics, service improvements, and (where consent has been given) for marketing purposes.

7. Intellectual Property

- a. All intellectual property rights in LearningBuddy, including software, design, scoring systems, data models, logos, branding, and related materials, belong exclusively to QA or its licensors.
- b. Except as expressly permitted, you must not reproduce, modify, distribute, or use any part of LearningBuddy for commercial or public purposes.

8. Third-Party Services

- a. LearningBuddy uses technologies and platforms provided by Microsoft and other service providers. QA is not responsible for:
 - i. downtime, errors, or outages caused by third-party systems;
 - ii. any independent data processing activities carried out by third parties outside their processor role;
 - iii. limitations or changes to Microsoft's services that affect LearningBuddy.
- b. Your use of the Microsoft ecosystem is subject to Microsoft's own terms.

9. Disclaimers

- a. To the maximum extent permitted by applicable law, LearningBuddy is provided on an "as is", "as available" basis.
- b. QA makes no warranties, express or implied, including but not limited to:
 - i. accuracy or reliability of scores, analytics, or recommendations;
 - ii. uninterrupted access or error-free operation;
 - iii. suitability for any specific learning, training, or employment purpose;
 - iv. compatibility with your hardware, software, or network environment.

- c. All outputs should be used for general informational purposes only.

10. Limitation of Liability

- a. To the fullest extent permitted by English law and US state law:
 - i. QA shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of profits, loss of data, loss of business, business interruption, or reputational harm.
 - ii. QA's total aggregate liability arising out of or relating to your use of LearningBuddy shall not exceed £100 (or \$100 for US users), or the minimum amount permitted by law if lower.
 - iii. QA is not liable for actions you take based on insights, recommendations, or outputs from LearningBuddy.
 - iv. QA is not responsible for third-party system failures or security events outside QA's reasonable control.
 - v. These exclusions apply regardless of the legal theory of liability (contract, tort, negligence, strict liability, etc.).

11. Indemnity

- a. You agree to indemnify and hold harmless QA from any claims, losses, damages, liabilities, or expenses (including legal fees) arising from:



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- i. your breach of these Terms;
- ii. misuse of LearningBuddy;
- iii. your User Content;
- iv. your violation of any law or third-party rights.
- v. **Termination**
- vi. QA may suspend or terminate your access to LearningBuddy at any time for:
 - vii. breach of these Terms;
 - viii. security or operational concerns;
 - ix. legal or regulatory requirements;
 - x. discontinuation of the service.
- b. Termination does not affect accrued rights or obligations.

12. Modifications to LearningBuddy or These Terms

- a. QA may update or change LearningBuddy or these Terms at any time. Continued use after updates constitutes acceptance of the revised Terms.

13. Governing Law

- a. For users located in the United Kingdom or EEA, these Terms are governed by the laws of England and Wales.
- b. For users located in the United States, these **Terms** are governed by the laws of the State of New York, without regard to conflict-of-laws principles.
- c. Any disputes shall be brought exclusively in the courts of the applicable jurisdiction above.

14. Contact Information

- a. For questions about these Terms or LearningBuddy, please contact QA via the contact details provided in the QA Privacy Notice.