

## QS Continuous Connections Terms

### Description

Last updated: 20th May 2024

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### QS Continuous Connect Terms

#### 1. Interpretation

The definitions in this clause apply in these QS Continuous Connect Terms. Other defined terms shall have the meaning ascribed to them in the General Agreement between QS and the Customer and in the QS General Terms and Conditions.

**Candidate Data:** Means information relating to individuals who registered to attend either a Connection or an event organised by QS.

**Connection:** a direct call or meeting (whether physical or virtual) between the Customer and an individual who is interested in studying at the Customer institution.

**Relevant Legislation:** all applicable laws (including primary and subordinate legislation and the rules of statutorily recognised regulatory authorities) currently in force and applicable to the Services or to the processing of Candidate Data.

#### 1. Charges and payment

Where the package purchased by the Customer specifies a maximum number of Connections then each Connection provided in excess of the maximum number shall be charged per Connection at the rate specified in the Order.

#### 2. Connectivity Issues

The Customer shall be, to the extent permitted by law, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems. Any and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet shall be the sole responsibility of the Customer and QS shall have no responsibility or liability in this regard.

#### 3. Candidate Data

3.1 QS may make available Candidate Data to the Customer. Candidate Data is likely to contain personal data which QS shall make available to the Customer in accordance with

Relevant Legislation concerning data protection. On receipt of such Candidate Data the Customer will be acting as a data controller in relation to that Candidate Data.

3.2 In relation to the Customer's use of the Candidate Data the Customer agrees:

(a) that all Candidate Data provided to the Customer by QS must only be used to promote the Customer's programs, scholarships and other legitimate activities ("Business Purpose"). Use of the Candidate Data for any other purpose shall be a material breach of these Terms.

(b) to comply with all Relevant Legislation concerning personal data.

(c) If required by QS, it will complete all details for and enter into an international data transfer agreement or an data sharing agreement incorporating the EU standard contractual clauses for the transfer of personal data from the UK or European Union to controllers established in third countries that do not ensure an adequate level of protection (controller-to-controller transfers).

(d) not to share the Candidate Data with any third parties. The Customer shall only make copies of the Candidate Data to the extent necessary for fulfilling the Business Purpose.

(e) to have in place appropriate technical and organisational security measures so that the Candidate Data is protected against unauthorised or unlawful processing and against accidental loss, destruction or damage. This includes taking reasonable steps to ensure the reliability of its employees that have access to the Candidate Data.

(f) If a security breach in relation to Candidate Data occurs (meaning there is any unauthorised or unlawful processing, or any unauthorised or accidental loss of, damage to, alteration of, destruction of, or disclosure of any Candidate Data), Customer shall:

(i) immediately notify QS of the security breach;

(ii) co-operate fully with QS in dealing with the breach;

(iii) implement and comply with all reasonable steps and actions required to minimise or stop the breach and/or to prevent a similar breach occurring;

(iv) not respond to any third parties or their advisors in relation to the breach until QS and the Customer have jointly determined a communication and response strategy

3.3 Customers are not permitted to directly collect Candidate Data or to obtain Candidate Data from any sources other than from QS in accordance with these Terms.

3.4 Customer shall fully indemnify and hold harmless QS in relation to any loss or damage caused to QS or to any third party as a result of any breach by the Customer of this clause 3.

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