

QS Digital Services Terms

Description

Last updated: 20th May 2024

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QS Digital Services Terms

1. Definitions

The definitions in this clause apply in these QS Digital Services 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.

Advertisement: all advertising content, advertising information, and advertising URLs which form part of the QS Digital Services under the Agreement.

Campaign: a Traffic Generation Campaign and/or a Lead Generation Campaign

Candidate Data: information relating to individuals who interact with an advertisement or material relating to the QS Digital Services

Commencement Date: as specified in the Order, or any alternative date as the Parties have agreed in writing.

Customer Webpages: all websites, services and landing pages to which Campaigns link or direct viewers to.

Initial Term: The time period for which the QS Digital Services are initially booked to run as specified in the Order

Lead: a person who has shown explicit interest in Customer or a Customer program or Lead Generation Campaign and has completed a form and agreed to be contacted by the Customer and/or QS counsellor

Lead Generation Campaign: all advertising content, advertising information and other promotion of the Advertisement or Material which runs on QS websites to raise awareness of the Customer and programs and to encourage traffic to landing pages where candidates will fill in an enquiry form to opt in to be contacted by a Customer representative QS counsellor and/or Customer to receive more information.

Material: any school or course description and application dates relating to the Customer

business.

Modification Period: the period of 7 days after receipt by QS of the Advertisement and/or Material.

Partner: subsidiary, parent company or other subsidiary of a parent company

Policies: QS privacy policy, QS trademark guidelines and QS ad specification requirements.

QS Digital Services: the digital services, products or deliverables provided by QS to the Customer as agreed between the Parties and set out in the Order.

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 QS Digital Services generally, or to the individual Advertisement or Campaign, or to the processing of Candidate Data.

Sites: the websites registered to and operated by QS

Specification: the document(s) provided by QS to the Customer which give further detail on the product purchased

Subsequent Term: the period of time (being equal in length of time to the Initial Term) which begins at either (a) the time at which the Initial Term finishes; or (b) the end of each Subsequent Term thereafter.

Target: all advertising targeting options and keywords as agreed between the Parties.

Traffic Generation Campaign: all advertising content, advertising information and other promotion of the Advertisement or Material which runs on QS websites to raise awareness of the Customer and its programs and to encourage traffic to the Customer's website, service or landing page.

2. Charges and Payment:

2.1 The Customer understands that where the term of any QS Digital Service automatically renews in accordance with clause 5.1 then QS may change the fees for that QS Digital Service with effect from the start of each Subsequent Term by giving the Customer at least 60 days prior written notice.

2.2 To the fullest extent permitted by law, Customer waives all claims relating to charges (including without limitation any claims for charges based on suspected invalid clicks) unless claimed within 60 days after the charge.

3. Term and Termination:

The agreement to provide QS Digital Services in accordance with the Order shall commence on the Commencement Date and will terminate dependent on the type of QS Digital Service being purchased, as follows:

(a) for **advanced profiles** – The agreement to provide the services shall continue for the Initial Term and thereafter will automatically renew for each Subsequent Term unless terminated in accordance

with this clause 3 or with the General QS Terms and Conditions. The Customer or QS are able to terminate the agreement at the conclusion of the Initial Term or at the conclusion of each Subsequent Term thereafter by giving the other party written notice of termination no later than 30 days prior to the end of the Initial Term or Subsequent Term as applicable. Such notice of termination will then take effect upon the completion of the Initial Term or at the Subsequent Term as applicable.

(b) for all other QS Digital Services the obligations in relation to that QS Digital Service will terminate once that individual QS Digital Service has been completed.

4. Intellectual Property Rights:

The Customer grants QS a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to QS for the term of the Agreement for the purpose of providing the QS Digital Services to the Customer.

5. Candidate Data

5.1 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.

5.2 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 a data sharing agreement incorporating the EU standard contractual clauses or complete any other applicable measures for safeguarding as currently in force 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 and not handle the Candidate Data in such a way as to pose a risk to the rights and freedoms of the data subjects.

(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

5.3 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 5.

6. Policies

Campaigns are subject to all applicable QS Policies. Policies may be modified at any time. QS may at its own discretion and without notice modify Advertisements, Material or Campaigns to comply with Policies.

7. Traffic Generation Campaigns

7.1 Customer is solely responsible for:

- (a) Targets and Advertisements, whether generated by or for Customer; and
- (b) providing QS with all relevant Advertisements by the due date set forth in the Schedule annexed hereto or as otherwise communicated by QS; and
- (c) all Customer Webpages and the advertised products and services that the Customer Webpages relate to.

7.2 Customer further agrees and acknowledges that all Campaigns must start within 30 days of the agreed Schedule.

8. Lead Generation Campaigns

8.1 QS will run Lead Generation Campaigns during the term agreed with the aim of providing the number of Leads specified in the Order.

8.2 A Lead will have confirmed email, name, surname, country of residence, interest in the Customer school or specific Customer program and any other data fields as agreed in writing by the Parties. A Lead will have opted-in to being contacted by both the Customer and QS therefore can be contacted by both Parties separately.

8.3 Customer has the right to reject any Lead supplied by QS, if Customer can demonstrate that the Lead has already started an application to Customer prior to the date on which QS shared the Leads contact details. Such application must involve a successful phone call or email exchange between Customer and Lead and be less than 12 months old.

8.4 Customer is responsible for providing QS with all relevant logos and school descriptions and up to date Materials by the due date communicated by QS.

9. Campaign Advertisements and Materials

Customer agrees and acknowledges that:

- (a) if QS receives any Advertisement or Material after the required due date, QS reserves the right to publish the updated Advertisement or Material at a time of its choosing; and
- (b) the Advertisement or Material (as modified by Customer, or if not modified, as initially posted) is deemed approved by Customer in all respects upon completion of the Modification Period and QS reserves the right to refuse to accept any change to any Advertisement or Material supplied after the Modification Period; and
- (c) the Advertisement or Material may be placed on any Site ; and
- (d) QS may modify any Campaign at any time without liability; and
- (e) QS or Partners may reject or remove any Advertisement, Material or Target at their sole discretion.
- (f) QS reserves the right at its sole discretion and without notice to the Customer to decline to publish, or omit, alter, suspend or change the position of any Campaign or the Customers participation in any Campaign, otherwise accepted for insertion, or publication.

10. Campaign Amendments

10.1 Customer may amend the start date of a Campaign with prior written notice to QS, such notice to be received by QS at least 14 days before the originally agreed Campaign start date as set forth in advance by QS. Where no start date or commitment date is specified then the Campaign will start 30 days from the date of the Order.

10.2 Campaigns may be published on the originally agreed start date if amendment of the start date of those Campaigns occurs within 14 days of the start date specified in 5.1 above. In such cases Customer will be liable for all payment obligations for such Campaigns.

10.3 If Customer fails to provide the Material by the required date, the Campaign will be deemed live on the start date specified in 5.1 above and the Customer will be liable for all payment obligations for such Campaigns.

10.4 Booked Campaigns must be used within 12 months of the booking date.

11. Prohibited Uses; License Grant; Representations and Warranties:

11.1 Customer represents and warrants that it holds and hereby grants QS all rights (including without limitation any Intellectual Property Rights) in Campaigns and Customer Webpages needed for QS to operate Campaigns (including without limitation any rights needed to host, cache, route, transmit, store, copy, modify, distribute, perform, display, reformat, excerpt, analyze, and create algorithms from

and derivative works of Campaigns in connection with this Agreement (“Use”).

11.2 Customer further represents and warrants that:

- (a) all Customer information is complete, correct and current; and
- (b) Customer’s Materials, Campaigns, and Customer Webpages will not violate or encourage violation of any applicable laws, regulations, code of conduct, third party contract or third-party rights (including without limitation Intellectual Property Rights);and
- (c) Customer has obtained the appropriate authority from any individual to make use of their personal data including name, identity, image or representation in a Campaign; and
- (d) the Material is legal, decent, honest and truthful, and complies with the requirements of all Relevant Legislation and applicable codes and standards; and
- (e) any financial promotion is authorised, approved or otherwise permitted under Relevant Legislation; and
- (f) the Customer has the right and/or authority to enter into the Agreement; and
- (g) the Customer is a business, not a consumer; and
- (h) all Materials, files, tags or other electronic information is free of viruses and/or other computer programming routines that may damage, interfere with, or expropriate any system data or information of QS.

11.3 Customer shall not, and shall not authorize any party to:

- (a) generate automated, fraudulent or otherwise invalid impressions, inquiries, conversions, clicks or other actions; or
- (b) use any automated means or form of scraping or data extraction to access, query or otherwise collect QS advertising related information from any Campaign website or Site except as expressly permitted by QS; or
- (c) advertise anything illegal or engage in any illegal or fraudulent business practice.
- (d) undertake any action or make any statement that could damage the reputation of QS

11.4 Violation of the foregoing may result in immediate termination of this Agreement or Customer’s account without notice and may subject Customer to legal penalties and consequences.

Disclaimer:

12.1 QS makes no guarantee to Customer regarding positioning, levels, or timing of Campaigns.

12.2 QS will use reasonable endeavours to comply with the reasonable instructions of the Customer but QS does not warrant the date of any publication or insertion, the wording or the quality of the reproduction of the Campaign and will have no liability whatsoever in that regard.

12.3 QS shall not be responsible to Customer or liable for:

- (a) checking the correctness of the Material in the form it is received from the Customer; or
- (b) any error in the Material in the form it is received from the Customer; or
- (c) the wording, representation, placement or quality of colour or mono reproduction of the Material; or
- (d) the actual positioning or prominence of the Material on the Site; or
- (e) the audience/circulation of the Site or distribution of the Site in a specific geographical area; or
- (f) any failure of the Material to meet or generate any target response levels or page impressions; or
- (g) any loss whatsoever caused by delay or failure by QS to issue or make the Site available on the due date (or such other date of release, display or publication, as the case may be), or QS's decision to suspend the Site or cease the Site altogether; or
- (h) any loss whatsoever caused as a consequence of any instructions, artwork or any other material relating to the Campaign being submitted by the Customer that is in breach of the warranties at Condition 11.2 above.

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