Terms of Use — NeoSkills Academy

Version in force as of: October 10th 2026

> ***In short.*** *These terms set the rules for using the NeoSkills Academy platform, whether free or paid. Your account is personal, and the Platform must never be used to cheat on the Duolingo English Test. Purchases are governed by the Terms of Sale and your data by the Privacy Policy.*

Article 1 — Purpose and acceptance

1.1. These Terms of Use (the "Terms") set out the conditions for accessing and using the Duolingo English Test preparation platform available at https://neoskills.academy (the "Platform"), published by NeoSkills Academy.

1.2. The Terms apply to anyone who visits the Platform or creates an account on it, whether to use free or paid features.

1.3. Creating an account requires express acceptance of the Terms by ticking a box that is not pre-ticked. Use of the parts of the Platform available without an account is also subject to the Terms.

1.4. The Terms are supplemented by:

- the **Terms of Sale** (Conditions Générales de Vente), which govern the purchase of paid plans, prices, and payment: https://neoskills.academy/terms-of-sale;
- the **Privacy Policy**, which describes how personal data is processed and how cookies are used: https://neoskills.academy/privacy.

1.5. If the Terms and the Terms of Sale conflict on a matter relating to a purchase, the Terms of Sale prevail.

1.6. The Terms can be viewed, saved and printed at any time at https://neoskills.academy/terms.

Article 2 — Definitions

In the Terms, the following words have the meanings given below:

- **NeoSkills Academy** (or "we"): the company that publishes the Platform, identified in Article 3.
- **User**: anyone who accesses the Platform, with or without an account.
- **Learner**: a User who holds an account and uses the Platform's learning features.
- **Customer**: a person who buys a paid plan, under the conditions of the Terms of Sale.
- **Legal Guardian**: the parent or person holding parental authority or guardianship over a minor Learner.
- **Account**: the Learner's personal area, accessed with their login credentials.
- **Plan**: the paid offer chosen by the Customer (economy, business or private), as described on the plans page and in the Terms of Sale.
- **DET**: the Duolingo English Test, the official English test run by Duolingo, Inc.

- **Platform Content**: all material made available by NeoSkills Academy (videos, texts, exercises, mock exams, roadmaps, assessments, interfaces, software, etc.).
- **Learner Content**: the texts, answers, audio recordings, documents and messages submitted by the Learner.

Article 3 — Legal notice

3.1. **Publisher.** The Platform is published by:

- NeoSkills Academy, a limited liability company (SARL) with share capital of MAD 100,000;
- registered office: 4, rue Nahas Nahoui, 2nd floor, apartment 3, Maârif, Casablanca, Morocco;
- Casablanca Trade Register (RC) no. 664947; tax identification number (IF): 72069967; ICE: 003943522000060; business tax (taxe professionnelle): 35750083;
- email: contact@neoskillsacademy.com; phone / WhatsApp: displayed on the platform;
- publication director: Mohammed Taha HARRATI.

3.2. **Hosting.** The Platform is hosted by Google Cloud Platform. NeoSkills Academy also uses infrastructure services from Cloudflare (content delivery and security) and Modal (computing for automated assessment).

Article 4 — Relationship with the Duolingo English Test

4.1. NeoSkills Academy is an independent preparation platform and a member of the Duolingo English Test Global Partner Network.

4.2. NeoSkills Academy is not Duolingo, Inc. and does not issue official DET scores. The content, exercises, mock exams and score estimates offered on the Platform are created by NeoSkills Academy.

4.3. Duolingo® and Duolingo English Test® are trademarks of Duolingo, Inc. They are mentioned on the Platform solely to identify the test being prepared for.

4.4. To take the DET, the Learner must register and pay for the test themselves on Duolingo's website, under the terms and rules set by Duolingo. Where it offers them, NeoSkills Academy may provide discount vouchers and help with registration and booking; these vouchers remain subject to Duolingo's conditions.

4.5. It is the Learner's responsibility to check with the institution, employer or authority concerned that the DET is accepted and what score is required.

Article 5 — Access to the Platform and account creation

5.1. **Minimum age.** The Platform is reserved for people aged 13 or over. No account may be created for a child under 13.

5.2. **Minor Learners.** Where the Learner is between 13 and 17 years old, or has not reached the age of majority or the age of digital consent applicable in their country of residence:

- the Account must be created, and any purchase made, by their Legal Guardian or with their authorisation;

- the Legal Guardian accepts the Terms on the minor's behalf and on their own behalf;
- the Legal Guardian is responsible for payment and for supervising the minor's use of the Platform;
- the Legal Guardian may exercise the rights relating to the minor's personal data under the conditions of the Privacy Policy.

NeoSkills Academy may ask for confirmation of this authorisation and suspend an Account where it has reason to believe these conditions are not met.

5.3. **Accurate information.** When registering, the User provides accurate, up-to-date and complete information, and updates it if it changes.

5.4. **Technical requirements.** Using the Platform requires compatible equipment, an up-to-date browser, an adequate internet connection and, for speaking exercises, a working microphone. The technical checks offered on the Platform allow these to be verified. Connection and equipment costs are borne by the User.

Article 6 — Personal account and security

6.1. Each Account is strictly personal and may be used by one person only. Login credentials may not be shared, sold, rented, transferred or made public.

6.2. The Learner is responsible for keeping their credentials confidential and for all activity carried out from their Account. They choose a strong password and inform NeoSkills Academy without delay of any unauthorised use at contact@neoskillsacademy.com.

6.3. Where account sharing or fraudulent use is suspected, NeoSkills Academy may request a reasonable and proportionate verification of the Account holder's identity.

6.4. The Learner may ask for their Account to be closed at any time by writing to contact@neoskillsacademy.com. Closing the Account gives a right to a refund only in the cases provided for by the Terms of Sale.

Article 7 — Description of the Platform

7.1. **Free access.** After creating an Account, the Learner can access, among other things, a free adaptive diagnostic test (taking about 15 minutes) that estimates a score band on the DET scale (10 to 160) and a level of the Common European Framework of Reference for Languages (CEFR).

7.2. **Paid features.** Depending on the Plan purchased, the Platform may give access, in particular, to:

- a programme organised in five levels (Level 1: A1–A2; Level 2: B1; Level 3: B2; Level 4: C1; Level 5: C2 and score maximiser) and four modules (Literacy, Comprehension, Conversation, Production);
- video lessons and practice exercises on the DET question types;
- timed mock exams;
- automated feedback on written and spoken responses;
- a progress dashboard (goals, charts, experience points, streaks, leaderboard);
- for the Premium Plan, review by a teacher within the limits set by the Plan;

- support by email or WhatsApp and help with DET vouchers and booking.

7.3. The exact content of each Plan, its duration, the number of mock exams, its price and the purchase conditions are shown on the plans page and governed by the Terms of Sale.

7.4. NeoSkills Academy may develop, correct or replace Platform Content, in particular to keep up with changes to the DET or to improve teaching quality, without substantially reducing the essential features of a current Plan.

Article 8 — Rules of use

8.1. The User undertakes to use the Platform fairly, for personal learning purposes, in accordance with the Terms and the law.

8.2. In particular, it is prohibited to:

- share one's Account or use another person's Account;
- impersonate another person or provide false information;
- copy, record, download, reproduce, publish, resell or redistribute Platform Content, in particular videos, exercises, model answers, answers or question banks, without written permission;
- circumvent the limits of one's Plan or technical protection measures;
- extract data or content using bots, scripts or any other unauthorised automated means, or automate the use of exercises;
- use Platform Content to train, fine-tune or feed an artificial intelligence system;
- attempt to gain unauthorised access, in particular administrator access, test or attack the Platform's security without written permission, or disrupt its operation;
- introduce viruses or any malicious code;
- manipulate scores, points, streaks or the leaderboard;
- submit content that is unlawful, abusive, defamatory, discriminatory, hateful, sexual in nature or that infringes the rights of others;
- behave abusively or threateningly towards the team, teachers or other Users;
- use the Platform for commercial or fraudulent purposes.

Article 9 — Integrity of the Duolingo English Test

9.1. The Platform is a preparation tool. It must never be used to cheat on the DET or to circumvent the rules set by Duolingo for the official test.

9.2. In particular, it is prohibited to:

- use the Platform, its content or its tools (including automated feedback) while taking the official DET;
- request or offer, through the Platform or its support, help to cheat, have someone else take the test, circumvent proctoring or otherwise deceive Duolingo;
- record, memorise for the purpose of disclosure, reproduce, publish, sell or share questions, prompts or any other official DET content;
- submit such official content on the Platform, including in exercises or messages to support.

9.3. The Platform's exercises and mock exams are created by NeoSkills Academy based on the DET question types; they do not reproduce official questions.

9.4. Any breach of this Article is a serious breach of the Terms. NeoSkills Academy may remove the content concerned and suspend or close the Account under the conditions of Article 16.

9.5. The Learner remains solely responsible for complying with Duolingo's rules and conditions applicable to the DET.

Article 10 — Automated assessment and score estimates

10.1. The results of the diagnostic, exercises and mock exams are provided for learning purposes. They are **practice estimates**, not a certification.

10.2. Written and spoken responses are assessed automatically by a language model and a speech-recognition system operated by NeoSkills Academy on its own infrastructure or that of its technical providers, without human involvement, except where the Premium Plan includes review by a teacher or where the Learner asks support to look at a result (Article 10.5). The Learner's voice is processed to transcribe and assess their answers, not to identify them.

10.3. Automated assessments may contain errors, approximations or variations, in particular because of audio quality, accent, context or the limits of the technology, and may differ from a human or official assessment.

10.4. These estimates must not be used as the sole basis for an important academic, administrative or professional decision. NeoSkills Academy does not guarantee any particular DET score, admission to an institution, or obtaining a visa or a job.

10.5. A Learner who notices a clearly incorrect assessment may report it to support at contact@neoskillsacademy.com.

Article 11 — Learner Content

11.1. In the course of exercises and support, the Learner may submit texts, answers, audio recordings, documents and messages.

11.2. The Learner retains all rights in their Content. They grant NeoSkills Academy, for the retention period set out in the Privacy Policy and worldwide, a non-exclusive, royalty-free permission to host, reproduce and process it solely to the extent necessary to:

- provide the service and produce assessments and feedback;
- enable review by a teacher, where applicable;
- track the Learner's progress;
- prevent fraud and ensure security;
- comply with legal obligations.

11.3. Any other use, in particular for advertising or as a named testimonial, requires separate permission from the Learner or, if they are a minor, from their Legal Guardian.

11.4. The Learner warrants that their Content is their own, does not infringe the rights of others and complies with the Terms. They avoid including personal information not needed for the exercise, in particular sensitive data about themselves or others.

Article 12 — Leaderboard and profile visibility

12.1. Some progress features, such as the leaderboard, show the Learner's display name and certain indicators (experience points, streaks or rank) to other Users.

12.2. The display name must not be offensive or misleading, infringe the rights of others or impersonate another person. NeoSkills Academy may change or hide a display name that breaches this Article.

12.3. The rules in Article 8 apply to all interactions with other Users.

Article 13 — Intellectual property

13.1. The Platform and Platform Content, in particular videos, texts, exercises, teaching methods, roadmaps, assessments, graphics, interfaces, logos, databases, software code and downloadable documents, are protected by intellectual property law. They belong to NeoSkills Academy, unless stated otherwise.

13.2. NeoSkills Academy grants the Learner a personal, limited, non-exclusive and non-transferable right to use Platform Content for personal learning purposes for the duration of their access. This right may be withdrawn before it ends only if the Account is suspended or closed under the conditions of Article 16. No ownership rights are transferred.

13.3. Any unauthorised use of Platform Content or of NeoSkills Academy's trademarks and logos may give rise to civil and criminal liability.

13.4. Third-party trademarks mentioned on the Platform, in particular those of Duolingo, Inc., remain the property of their owners.

Article 14 — Third-party links and services

14.1. The Platform may link to third-party sites or services, in particular Duolingo's website (DET registration), PayPal (international payment) or WhatsApp (support).

14.2. These services are governed by their own terms and privacy policies, which the User is invited to read. NeoSkills Academy does not control their content or operation and is not responsible for them, except where it is at fault.

Article 15 — Availability and maintenance

15.1. NeoSkills Academy endeavours to provide reasonably continuous access to the Platform, under an obligation of means (best-efforts obligation).

15.2. Access may be interrupted, in particular for maintenance, updates, security incidents, failure of a host or network, or force majeure. Where reasonably possible, major maintenance is announced in advance.

15.3. The consequences of a prolonged interruption for a paid Plan (extension of access, credit or refund) are governed by the Terms of Sale.

Article 16 — Suspension and closure of the Account

16.1. NeoSkills Academy may temporarily suspend an Account where there are reasonable indications of:

- account sharing or identity theft;
- fraud, in particular payment fraud;
- abusive automated use;
- a threat to the security of the Platform;
- infringement of intellectual property rights;
- breach of Article 9 (DET integrity);
- abusive behaviour towards the team, teachers or other Users;
- any other serious breach of the Terms.

16.2. Except in a security emergency or obvious fraud, NeoSkills Academy informs the Learner of the reason for the suspension and allows them to respond within a reasonable time.

16.3. A serious or repeated breach may lead to permanent closure of the Account. Closure due to the Learner's fault does not automatically give a right to a refund for services already provided, subject to the consumer's mandatory rights.

Article 17 — Liability

17.1. NeoSkills Academy is bound by an obligation of means (best-efforts obligation) in providing the Platform and the learning services.

17.2. NeoSkills Academy is not liable for damage resulting from:

- the User's fault or use in breach of the Terms;
- inaccurate information provided by the User;
- incompatible equipment or an inadequate internet connection;
- a third-party service reasonably beyond its control, other than those of its own providers, in particular the DET and Duolingo's decisions;
- force majeure.

17.3. The User is responsible for the Content they submit and for their use of the Platform.

17.4. Nothing in the Terms excludes or limits any liability that cannot lawfully be excluded or limited, or deprives consumers of the rights granted to them by applicable law.

Article 18 — Personal data

18.1. NeoSkills Academy processes Users' personal data, including voice recordings of spoken answers, in accordance with Moroccan Law No. 09-08 and, where applicable, the European Union's General Data Protection Regulation (GDPR) and its UK equivalent (UK GDPR).

18.2. The purposes, legal bases, recipients, transfers, retention periods and individuals' rights, as well as the use of cookies, are described in the Privacy Policy: https://neoskills.academy/privacy.

18.3. Requests concerning personal data may be sent to contact@neoskillsacademy.com.

Article 19 — Changes to the Terms

19.1. NeoSkills Academy may amend the Terms, in particular to reflect legal or technical developments or changes to the services.

19.2. Substantial changes are notified to Learners by email or by a notice on the Platform within a reasonable time before they take effect. The version in force and its date always appear at the top of the Terms.

19.3. A Learner who does not accept the new Terms may close their Account before they take effect. Continued use of the Platform after that date constitutes acceptance. The conditions of a purchase already made remain governed by the Terms of Sale accepted when the order was placed.

Article 20 — Miscellaneous

20.1. **Evidence.** Computer records, connection logs and confirmations kept by NeoSkills Academy under reasonable security conditions may serve as evidence of communications and of acceptance of the Terms, unless proven otherwise.

20.2. **Severability.** If any provision of the Terms is held void or unenforceable, the other provisions remain in force. The provision concerned is replaced, where possible, by a valid provision with an effect as close as possible.

20.3. **No waiver.** NeoSkills Academy's failure to rely on a breach does not mean it waives the right to rely on it later.

20.4. **Language.** The Terms are drafted in English and translated into French. In the event of any discrepancy between the two versions, the English version prevails.

Article 21 — Governing law and disputes

21.1. The Terms are governed by Moroccan law. Where the User is a consumer residing outside Morocco, they retain the benefit of the mandatory consumer protection provisions of their country of residence.

21.2. In the event of a dispute, the User is invited first to send a complaint to contact@neoskillsacademy.com in order to seek an amicable solution. They may also use the competent consumer dispute platforms or mediators, where applicable.

21.3. If no amicable solution is found:

- a consumer User may bring the matter before the courts with jurisdiction under Moroccan law, in particular the competent court of first instance under Article 202 of Law No. 31-08, or before the courts of their place of residence where the applicable mandatory law allows;

- for Users acting in a professional capacity, including institutions and organisations, the Commercial Court of Casablanca has exclusive jurisdiction.

Article 22 — Contact

For any question about the Terms:

- email: contact@neoskillsacademy.com;
- WhatsApp: Displayed on the platform;
- post: NeoSkills Academy SARL, 4, rue Nahas Nahoui, 2nd floor, apartment 3, Maârif, Casablanca, Morocco.