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Privacy Notice – Learning Experience Platform (LXP)

1. Introduction

This Privacy Notice is intended to describe the practices EY follows in relation to the Learning Experience Platform (LXP) (“Tool”) with respect to the privacy of all individuals whose personal data is processed and stored in the Tool. This Privacy Notice should be read together with the [ey.com Privacy Statement](#), and in case of any conflict with the [ey.com Privacy Statement](#), the terms of this Privacy Notice will prevail. Please read this Privacy Notice carefully.

2. Who manages the Tool?

“EY” refers to one or more of the member firms of **Ernst & Young Global Limited (“EYG”)** each of which is a separate legal entity and can determine the purposes and means for data processing in its own right (i.e., act as a data controller or in a similar capacity).

The entity that is acting as data controller (or similar capacity) by providing this Tool on which your personal data will be processed and stored is:

- For the personal data of EY personnel: The data controller is the EY entity which employs you.
- For the personal data of third-party personnel (including EY clients): The data controller is the EY client with which the third party has a relationship.

This privacy notice pertains to the data processing activities conducted by EY in its role as a data controller.

You can find a list of local EY member firms and affiliates on the [ey.com Privacy Statement](#).

The personal data in the Tool is shared by the above data controller with one or more member firms of EYG (see “Who can access your personal data” section 6 below).

The Tool is hosted externally on servers in an EY Managed MS Azure Data Centre in US, (Virginia) and Ireland.

3. How does the Tool process personal data?

The Tool supports the rapid development and delivery of training content for EY or client audiences, making it accessible through a smart portal. They are part of a comprehensive learning and training solution for client employees. The LXP content Builder is AI-enabled and is used to create client or internal digital learning that are delivered to the client directly or on the LXP Portal. LXP builder UI has integrated feedback collection from EY users on any issues experienced while using AI features.

Your data processed in the Tool is used as follows:

LXP Builder: Course data is stored during development, then it is converted into static .Json files for deployment. The data in the system can then be purged at the end of the engagement.

LXP Portal: User data is used for authentication/authorization as well as for reporting purposes to determine if they have completed learning content. Completion data is used to determine the status of subsequent learning objects.

EY relies on the following basis to legitimize the processing of your personal data in the Tool:

Processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract.

Processing of your personal data is necessary for the purposes of the legitimate interests pursued by the data controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data. The specific legitimate interest(s) are conducting client engagement and developing and/or delivering digital learning to EY audiences

You have the right to object at any time, on grounds relating to your particular situation, to the processing of personal data concerning you based on the above legitimate interest(s).

In some jurisdictions:

(i) We process your personal data based on your consent. The provision of your personal data to EY is optional. However, if you do not provide all or part of your personal data, we may be unable to carry out the purposes for processing. You have the right to withdraw your consent at any time.

(ii) Personal data of EY personnel (EY Partners/employees/subcontractors) is being processed pursuant to the relationship resulting from the employment/service contract between them and EY and is necessary for the controller or data subject to carry out their obligations in the field of employment, and therefore, for the execution of such contracts.

4. What type of personal data is processed in the Tool?

The Tool processes these personal data categories:

- First name and last name
- UUID (unique user ID)
- Work email address
- Company name
- Work function
- Rank
- Work role
- Self-assessment of knowledge of content
- Completion status of content
- Single Sign-on ID
- Login activity
- Test Results: Self-assessment of knowledge of content, completion status of content and collected data points.

This data is sourced from:

- EY Partners, employees or contractors and provided directly by clients.
 - Clients will give source materials for the courseware.
 - User data is supplied by either EY or the client
 - LXP Portal also allow self-registration if requested by the client, these registrations can be limited to specific email domains (i.e. @ey.com).
- A feed from other EY systems: EY SSO data feed is sourced from Active Directory
- Anonymized UUID may be shared with a third-party learning content provider to track learning completion status.

5. Sensitive personal data

Sensitive personal data reveals your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health or data concerning sex life or sexual orientation.

does not intentionally collect any sensitive personal data from you via the Tool. The Tool’s intention is not to process such information

6. Who can access your personal data?

Your personal data is accessed in the Tool by the following persons/teams:

USER GROUP	LOCATION	PURPOSE	ACCESS	AMOUNT
Group name	Identify country	The action that the group performs	Identify whether access is read, update, add	Provide the approx. number of users with access
EY Portal Super Admins	US currently, EY GDS personnel in India	Have all the permissions held by Admins, as well as higher-level capabilities, including assigning Admin and Super Admin permissions to others and instance-level changes. Access is granted on a limited basis to act as system administrators They also have access to all organizations within an instance.	Read/update/add/ remove	<25
EY Portal Admins	US currently, EY GDS personnel in India, UKI, exploratory users in UAE and Mexico, potential for global users	Admin users have access to an additional Admin Dashboard where they can perform a number of administrative functions, including content management, user management,	Read/update/add/ remove	<=150

		<p>report management, and portal configuration. They may have optional flags to provide individual-based additional functions, such as editing course content. These users are bound to a single organization. Privileges assigned by Super Admins or other Admins. Admins can only provide Admin access to others up to the level of permissions they have. For example, If they don't have permissions to edit content, they can't assign other Admins to edit content.</p>		
EY Portal Users	US currently, EY GDS Personnel in India	Access learning objects assigned to them. Users need access to take the training and manage their content. Read and write limited account-based data. Users are bound to a single organization.	Read/update	<=2000
Client Portal Admins	US, UKI	Admin users have access to an additional Admin Dashboard	Read/update/ add/ remove	=<150

		<p>where they can perform a number of administrative functions, including content management, user management, report management, and portal configuration. Admin need access to perform their duties assigned by the client. They may have optional flags to provide individual-based additional functions, such as editing course content. Read/write access-based. These users are bound to a single organization. Privileges assigned by super admins. Super Admins or other Admins. Admins can only provide Admin access to others up to the level of permissions they have. For example, If they don't have permissions to edit content, they can't assign other Admins to edit content.</p>		
Client Portal Members	US & UKI currently, potentially global	Users access learning objects assigned to	Read/update	

		them. Access is required to take the training and manage their content. Read and write limited account-based data) Members are bound to a single organization.		<=5000
EY Builder Super Admins	US currently, potentially global	All Admin privileges, also ability to access all clients and projects for configuration and management purposes.	Read/update/add/ remove	<=10
EY Builder Admins	US currently, EY GDS Personnel, potentially global	Add/remove clients and projects in the LXP Builder, assign users, and turn on the AI Builder when required and/or permissible for engagement purposes. The AI Builder is not the default option for new projects.	Read/update/add/ remove	<=150
EY Builder Client Owners	US, potentially global	View list of projects within the client, edit projects, assign or remove users at the project level	Read/update/add/ remove	<=150
EY Builder Client Project Owners	US, potentially global	Edit, archive or delete projects in the LXP Builder, assign or remove users at the project level, turn on the AI Builder when required and/or permissible for engagement purposes. The	Read/update/add/ remove	<=150

		AI Builder is not the default option for new projects.		
EY Builder Portal Integrated User	US, potentially global	Users who access the Content Builder through the Portal. From the Portal, Admins with content editing permissions press Edit Content from editing a learning object. This directs them to have full edit capabilities within that learning object. They do not have access to other project functionality.	Read/update/add/remove	=<150??
EY Builder Standard Users	US, AUS currently, exploratory access for Mexico and UAE, potential for global access	Users assigned access to specific client/project data. Admins assign this access on an as-needed basis. Read/write access is required in order to develop the courses.	Read/update/add	<=150
Client Builder Portal Integrated User	US, potentially global	Users who access the Content Builder through the Portal. From the Portal, Admins with content editing permissions press Edit Content from editing a learning object. This directs	Read/update/add/remove	=<150

		<p>them to have full edit capabilities within that learning object. They do not have access to other project functionality.</p>		
Client (External) Builder User	US initially, potentially global	<p>Users assigned access to specific client/project data. Admins assign this access on an as-needed basis. Read/limited write access is required in order to update the courses.</p>	Limited read/update	<=500
EY AI Builder Users	US currently, potentially global	<p>Users assigned access to specific client/project data. LXP Builder Admins assign this access on an as-needed basis. Read/write access is required in order to develop the courses.</p>	Read/update/ add	<=150
EY LXP IssueTracker Admins	US currently, potentially global	<p>These users can create, manage, and delete projects and users in addition to manage the Standard User role permissions.</p>	Read/update/ add	<=150
EY LXP IssueTracker Standard Users	US currently, potentially global	<p>Standard users can access the projects assigned to</p>	Read/update/	<=150

		them. They can leave issues/bugs and partake in discussion fields, as well as change the status of each issue (ex: Open, Closed).	add	
EY LXP IssueTracker Guests	US currently, potentially global	Guest client users can leave open text field issues/bugs and upload supporting video/image media but cannot partake in the discussion fields.	Limited read/update/ add	<=200

The access rights detailed above involves transferring personal data in various jurisdictions (including jurisdictions outside the European Union) in which EY operates (EY office locations are listed at https://www.ey.com/en_gl/locations). An overview of EY network entities providing services to external clients is accessible [here](#) (See Section 2 (About EY) - "View a list of EY member firms and affiliates"). EY will process your personal data in the Tool in accordance with applicable law and professional regulations in your jurisdiction. Transfers of personal data within the EY network are governed by EY's [Binding Corporate Rules](#).

We transfer or disclose the personal data we collect to third-party service providers (and their subsidiaries and affiliates) who are engaged by us to support our internal ancillary processes. For example, we engage service providers to provide, run and support our IT infrastructure (such as identity management, hosting, data analysis, back-up, security and cloud storage services) and for the storage and secure disposal of our hard copy files. It is our policy to only use third-party service providers that are bound to maintain appropriate levels of data protection, security and confidentiality, and that comply with any applicable legal requirements for transferring personal data outside the jurisdiction in which it was originally collected.

To the extent that personal data has been rendered anonymous in such a way that you or your device are no longer reasonably identifiable, such information will be treated as non-personal data and the terms of this Privacy Notice will not apply.

For data collected in the European Economic Area (EEA) or which relates to individuals in the EEA, EY requires an appropriate transfer mechanism as necessary to comply with applicable law. The transfer of personal data from the Tool to Microsoft Corporation is governed by an agreement between EY and Microsoft that includes standard data protection clauses adopted by the European Commission.

7. Data retention

Our policy is to retain personal data only for as long as it is needed for the purposes described in the section "How does the Tool process personal data". Retention periods vary in different jurisdictions and are set in accordance with local regulatory and professional retention requirements.

In order to meet our professional and legal requirements, to establish, exercise or defend our legal rights and for archiving and historical purposes, we need to retain information for significant periods of time.

The policies and/or procedures for the retention of personal data in the Tool are:

The total retention period is defined and will be implemented in accordance with the [EY Records Retention Global Policy](#) and the relevant [Global Retention Schedule \(GRS\)](#).

Where EY acts as a Data Controller:

Records related to the creation and operation of corporate training and development programs are to be retained for 3 years past the date they are superseded or obsolete.

Log Data will be retained in accordance with the [EY IT Logging Policy](#).

After the end of the data retention period, your personal data will be deleted.

8. Security

EY protects the confidentiality and security of information it obtains in the course of its business. Access to such information is limited, and policies and procedures are in place that are designed to safeguard the information from loss, misuse and improper disclosure. Additional information regarding our approach to data protection and information security is available in [Protecting your data brochure.pdf](#).

9. Controlling your personal data

EY will not transfer your personal data to third parties (other than any external parties referred to in section 6 above) unless we have your permission or are required by law to do so.

10. Your rights in relation to your personal data

Depending on the applicable jurisdiction, you may have certain rights in relation to your personal data, including:

- To request details of the personal data EY processes about you and to access the personal data that EY processes about you
- To have your personal data corrected, for example, if it is incomplete or incorrect
- To restrict or object to the processing of personal data or request the erasure of your personal data
- To receive a copy of the personal data which you have provided to EY in a structured, commonly used and machine-readable format which you can re-use for your own purposes (known as “data portability”)
- Where you have provided consent to the processing of your personal data, the right to withdraw your consent.
- The right to complain to a data protection authority (see section “Complaints”)

If you have any questions about how EY processes your personal data or your rights related to your personal data, please send an e-mail to global.data.protection@ey.com.

11. Complaints

If you are concerned about an alleged breach of privacy law or any other regulation, contact EY’s Global Privacy Leader, Office of the General Counsel, 1 More London Place, London, SE1 2AF, United Kingdom or via email at

global.data.protection@ey.com or via your usual EY representative. An EY Privacy Leader will investigate your complaint and provide information about how it will be handled and resolved.

If you are not satisfied with how EY resolved your complaint, you may have the right to complain to your country's data protection authority. You may also have the right to refer the matter to a court of competent jurisdiction.

Certain EY member firms in countries outside the European Union (EU) and the UK have appointed representatives in the EU and the UK respectively to act on their behalf if, and when, they undertake data processing activities to which the EU General Data Protection Regulation (GDPR) and/or the UK General Data Protection Regulation (UK GDPR) applies. Further information and the contact details of these representatives are available below:

[EU data protection representative | EY](#)

[UK Data protection representative \(ey.com\)](#)

12. Contact us

If you have additional questions or concerns, contact your usual EY representative or email global.data.protection@ey.com.