



DATA PROTECTION WITH SCHOOLS:

The following terms will apply to all school subscriptions as part of GDPR compliance when processing schools' data.

Please note that by adding an account, or subscribing a Class and by continuing to use Plytime Learning, the School is agreeing to these terms and conditions.

These terms form part of the Contract for Services between a School (the "Controller") with an account on the Plytime Learning platform and Plytime Learning (the "Data Processor")

1. Definitions

1.1 In this Agreement, the following terms shall have the following meanings:

1.1.1 "Controller", "Processor", "Data Subject", "Personal Data" and "Processing" (and "Process") shall have the meanings given in Applicable Data Protection Law as amended from time to time;

1.1.2 "Applicable Data Protection Law" shall mean regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

1.1.3 "Data Processor" means Plytime Limited (Data Processor Number: 12228442) whose registered office is at 10 The Greenacres, Lymm, WA13 9NT

1.1.4 "School" means the relevant school or establishment using the Product;

1.1.5 "School Data" means Personal Data relating to students, parents and guardians, and staff at the School, and other data regarding the school, including year group information;

1.1.6 "Product" means the Plytime Learning platform

1.2 A reference to writing or written includes faxes, emails and writing in any electronic form.

2. General Provisions

2.1 By continuing to use the Product, and by providing the Data Processor with the School Data, the School agrees to the terms of this Agreement.

2.2 The School and the Data Processor acknowledge that, for the purposes of Applicable Data Protection Law, the Data Processor is a Processor and the School is a Controller in respect of the School Data comprising Personal Data described in Schedule A to this Agreement (the "Data").

2.3 The Data Processor and the School shall comply with all Applicable Data Protection Law in respect of the Processing of the Data.

2.4 The Data Processor shall Process the Data as a Processor for the purposes described in Schedule A to this Agreement and otherwise strictly in accordance with the instructions of the School (the "Permitted Purpose"), except where otherwise required by any EU (or any EU Member State) law applicable to the Data Processor.

- 2.5 The School hereby instructs and authorises the Data Processor to Process the Data for the purposes described in Schedule A to this Agreement, and as otherwise reasonably necessary to enable the Data Processor to provide the Product to the School.
 - 2.6 The School warrants and represents that it has obtained all consents from individuals (including students, parents and guardians, and staff at the School) whose Data the School supplies to the Data Processor in connection with the School's use of the Product for the lawful Processing of the Data by the School and the Data Processor for the purposes set out in this paragraph 2. The School shall indemnify the Data Processor against all costs, claims, damages, expenses, losses and liabilities incurred by the Data Processor arising out of or in connection with any failure (or alleged failure) by the School to obtain such consents.
3. International transfers:
 - 3.1 The Data Processor shall not transfer the Data (nor permit the Data to be transferred) outside of the European Economic Area ("EEA") unless it first takes such measures as are necessary to ensure any such transfer is in compliance with Applicable Data Protection Law.
4. Confidentiality of processing:
 - 4.1 The Data Processor shall ensure that any person that it authorises to Process the Data (including the Data Processor's staff, agents and subcontractors) (an "Authorised Person") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty or otherwise), and shall not permit any person to Process the Data who is not under such a duty of confidentiality.
 - 4.2 The Data Processor shall ensure that all Authorised Persons Process the Data only as necessary for the Permitted Purpose.
5. Security:
 - 5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing to be carried out by the Data Processor, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Data Processor shall implement appropriate technical and organisational measures to protect the Data from (i) accidental or unlawful destruction, (ii) accidental loss, alteration, unauthorised disclosure or access, and (iii) any other breach of security ((i),(ii) and (iii) together, a "Security Incident") in each case appropriate to that risk.
6. Subcontracting:
 - 6.1 The Data Processor may appoint sub-contractors to carry out any or all of its Processing activities in accordance with the terms of this paragraph 6.
 - 6.2 The School hereby authorises the Data Processor to appoint third parties to provide web and app development services to the Data Processor in connection with the Product, and third parties to provide electronic data storage and transmission services to the Data Processor in connection with the Product.
 - 6.3 The School hereby authorises the Data Processor to appoint sub-contractors such as those listed in Schedule B to this Agreement to carry out Processing activities in connection with the Data.

- 6.4 The School understands that the identity of those sub-contractors may change from time-to-time and in such situations that the Data Processor will impose data protection terms on any sub-contractor it appoints that protect the Data to the same standard as those provided for in this Agreement, and meet the requirements of Applicable Data Protection Law.
 - 6.5 The Data Processor acknowledges that it remains fully liable for the acts, errors or omissions of any of its sub-contractors in respect of the Processing of the Data.
7. Cooperation and Data Subjects' rights:
 - 7.1 The Data Processor shall provide all reasonable and timely assistance to the School (at the School's expense) to enable the School to respond to:
 - 7.1.1 any request from a Data Subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and
 - 7.1.2 any other correspondence, enquiry or complaint received from a Data Subject, regulator or other third party in connection with the processing of the Data.
 - 7.2 In the event that any such request, correspondence, enquiry or complaint is made directly to the Data Processor, the Data Processor shall promptly inform the School providing full details of the same and the School shall provide all reasonable and timely assistance to the Data Processor to enable the Data Processor to take appropriate action.
8. Data Protection Impact Assessment:
 - 8.1 If the Data Processor believes or becomes aware that its Processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall promptly inform the School and provide the School with all such reasonable and timely assistance as the School may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.
9. Security incidents:
 - 9.1 Upon becoming aware of a Security Incident, the affected party shall inform the other party without undue delay and shall provide all such timely information and cooperation as the other party may reasonably require including in order for the affected party to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law.
 - 9.2 The parties shall each further take all such measures and actions as are reasonably necessary to remedy or mitigate the effects of the Security Incident and shall keep the other party up-to-date about all developments in connection with the Security Incident.
10. Deletion or return of Data:
 - 10.1 Upon written request by the School, the Data Processor shall destroy all Data (including all copies of the Data) in its possession or control (including any Data subcontracted to a third party for processing).
 - 10.2 This requirement shall not apply to the extent that the Data Processor is required by any EU (or any EU Member State) law to retain some or all of the Data, in which

event the Data Processor shall isolate and protect the Data from any further processing except to the extent required by such law.

11. Audit:

- 11.1 The Data Processor shall permit the School (or its appointed third party auditors) to audit the Data Processor's compliance with this Agreement, and shall make available to the School all reasonable requests for information, systems and staff reasonably necessary for the School (or its third party auditors) to conduct such audit.
- 11.2 The School will not exercise its audit rights more than once in any twelve (12) calendar month period, except (i) if and when required by instruction of a competent data protection authority; or (ii) the School believes a further audit is necessary due to a Security Incident suffered by the Data Processor.
- 11.3 The information and audit rights of the School under paragraph 11.1 shall apply only to the extent required by Applicable Data Protection Law.
- 11.4 The School shall give the Data Processor reasonable notice of any audit or inspection that it wishes to conduct, and shall (and shall ensure that any nominated auditor shall) avoid causing (or, if it cannot avoid, minimise) any damage, injury or disruption to the Data Processor or its sub-contractors' business.

12. Indemnity:

- 12.1 Each party (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") from and against all loss, cost, harm, expense (including reasonable legal fees), liabilities or damage ("Damage") suffered or incurred by the Indemnified Party as a result of the Indemnifying Party's breach of the provisions of this Agreement, and provided that: (i) the Indemnified Party gives the Indemnifying Party prompt notice of any circumstances of which it is aware that give rise to an indemnity claim under this Clause; and (ii) the Indemnified Party takes reasonable steps and actions to mitigate any ongoing Damage it may suffer as a consequence of the Indemnifying Party's breach.

13. Liability

- 13.1 The Data Processor shall have no liability to the School, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, for or in connection with:
 - 13.1.1 loss, interception or corruption of any Data resulting from any negligence or default by any provider of telecommunications services to the Data Processor or the School;
 - 13.1.2 any loss arising from the default or negligence of any supplier to the School;
 - 13.1.3 damage to reputation or goodwill; and/or
 - 13.1.4 any indirect or consequential loss.
- 13.2 Nothing in this clause shall limit the liability of the Data Processor for any death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other matter for which liability cannot be limited or excluded as a matter of law.

Schedule A

This Schedule A forms part of the General Terms and Conditions and describes the Processing that the Data Processor will perform on behalf of the School.

The School Data to be processed concern the following Accounts and shall contain:

- School
 - Name, address, phone number, email address
- Parents and Guardians
 - Name, post code, email address, phone number
- Teachers
 - Name, email address
- Student
 - Name, date of birth (optional), school year, gender (optional)
 - Students may then be allocated into a Class by the School

Information gathered in the standard use of the platform includes:

- Question answers and time taken to respond
- Flags to questions where support is needed
- Time on questions
- Performance scores calculated from question responses

Should the school add on Focus Tutoring for a student, other information will also be gathered for safeguarding purposes:

- Messages between tutors, students and the school
- Recorded video of the Tutoring session

The School Data will be obtained, held and used by the Data Processor to enable the Data Processor to carry out its obligations arising from the terms and conditions entered into between the School and the Data Processor regarding the use by the School and its users of the Product.

Schedule B

Approved Subcontractors & Purpose

AWS: user pools for user authentication

MongoDB: database collections for information storage

Twilio: video content from online tutoring sessions

Stripe: payment services for subscription payments

OneDrive: spreadsheets and general data

All subcontractors involve secure password protection and access is limited to staff on a need basis