



MATHS CIRCLE LTD GENERAL CONDITIONS

(TIMES TABLES ROCK STARS AND NUMBOTS)

1. SCOPE

This Agreement details the licence Maths Circle Ltd ("we" or "us") grant users (to include students, teachers, tutors and/or parents (**Users**)) and governs their use of the following learning platforms:

- (a) the Times Tables Rock Stars educational programme, including the paper-based worksheets and resources, the Times Tables Rock Stars websites ("**TTRS Site**") and Times Tables Rock Stars apps ("**TTRS Apps**") (together all known as "**TTRS**").
- (b) the NumBots educational programme, including all paper-based worksheets resources, the NumBots websites ("**NumBots Site**") and NumBots apps ("**NumBots Apps**") (together all known as "**NumBots**");

together known as the "**Platforms**".

For the purposes of this Agreement, all references to the "**Sites**" includes the TTRS Site and the NumBots Site (where applicable) and all references to "**Apps**" includes the TTRS Apps and the NumBots Apps (where applicable).

By subscribing (whether on a paid for, gifted and/or trial basis) to and/or using the Platforms, Users are agreeing to the terms that appear below.

2. GENERAL

- 2.1 Users' access to and use of the Platforms is conditional on their acceptance and compliance with the terms, conditions, notices and disclaimers contained within this Agreement, the Sites and the Apps (**General Conditions**).
- 2.2 User's access to and use of the Platforms constitutes their agreement to be bound by the General Conditions. If you do not agree to any of the General Conditions, you must immediately cease using the Platforms.
- 2.3 We reserve the right to revise and update the General Conditions at any time effective on the date of posting to the Sites the new and/or revised provisions. We will always inform our customers of any material changes made to the General Conditions by email communication. Users may also be advised of material changes at point of login to our Sites and Apps.
- 2.4 All Users must agree to our Privacy Notice. Access to and use of the Platforms constitutes the User's agreement to be bound by the Privacy Notice and constitutes the User's consent to the collection,

storage, use and dissemination of the User's personal information in accordance with the Privacy Notice.

2.5 All Schools must agree to comply with the terms and conditions contained in the Schedule to these General Conditions (**Data Protection with Schools**). Access to and use of our products and services, including the Platforms constitutes the School's (and their Users') agreement to be bound by the Schedule, and constitutes the School's consent to the processing and handling of their Users' personal data by us in accordance with the Schedule and our Privacy Notice.

2.6 We agree to comply with the terms and conditions contained in the Schedule to these General Conditions (**Data Protection with Schools**).

3. **SUBSCRIPTIONS**

3.1 In order to access and use the Platforms, all Users must have a valid subscription or trial. All access and use of the Platforms is strictly limited to the User's subscription period (or where applicable, trial period). If a subscription period (or where applicable, trial period) expires and the User has not applied for a new subscription, the User's account will be immediately terminated.

3.2 All student/child data will be automatically deleted by us on the date 90 days after the date of expiry of a trial or subscription, if the school, tutor or family has not subsequently renewed their subscription or trial. Please note that subscriptions are not renewed automatically upon expiry.

3.3 Subscriptions to the Platforms are for non-commercial use only. Subscriptions are not transferable.

3.4 Unless expressly agreed with us in advance, each school must have their own separate subscription to the Platforms, and subscriptions cannot be shared by multiple schools, whether within the same ownership, academy trust or federation or otherwise. If a school is found to be sharing its subscription to the Platforms with any other school without our prior permission it's account may be immediately terminated by us.

3.5 We reserve the right to temporarily suspend and/or cancel unpaid subscriptions.

3.6 For family subscriptions, we offer a no-questions-asked 30 day money back guarantee. To request a refund within this period of time, please contact us at support@mathscircle.com. No refunds will be offered after this time except in the event the goods/services are faulty and cannot be repaired or replaced, or otherwise in accordance with applicable statutory consumer protection laws.

3.7 Schools are entitled to one 4 week free trial of each of the Platforms prior to subscribing the school to the Platforms for the first time. To request a free trial for your school, please go to the [TTRS Site](#) or [the NumBots Site](#) accordingly. Once a subscription is taken out, or a purchase is made, by a School or organisation, no refunds will be offered except in the event the goods/services are faulty and cannot be repaired or replaced, or otherwise in accordance with applicable statutory consumer protection laws.

3.8 Users of the Sites and/or Apps are liable for their own internet usage and mobile device charges. It is the responsibility of Users to ensure their computers, mobile devices and internet access is sufficient to access the Platforms.

3.9 Any User found to be intentionally misusing the Sites or Apps (e.g. hacking or sending fraudulent results) will have their subscriptions revoked without refund. Users are not to use rude or inappropriate words as part of their avatar names.

- 3.10 Users must protect their usernames and passwords from unauthorised use.
- 3.11 We reserve the right to change our subscription prices upon any renewal, and also to levy additional charges for access to resources beyond the scope of the initial subscription. In some cases, additional subscription charges may apply for premium additional content, bolt-ons, printed content (where applicable), training, mobile app access, as well as special educational events, rock wrangles or maths competitions (whether online or in person). Discounts may be available to Users who also subscribe to other products operated by us, albeit these are offered entirely at our discretion. Please contact us at support@mathscircle.com for further details.

4. **CONSUMER DATA POLICY**

- 4.1 After payment, no credit card details are retained or stored.
- 4.2 Stringent physical and technological measures are taken to protect User's payment information, in accordance with Applicable Data Protection Law.

5. **OWNERSHIP OF CONTENT**

- 5.1 All materials including paper based resources, and all materials displayed on the Sites and the Apps, including without limitation all information, text, materials, graphics, software, tools, results derived from the use of software and tools, advertisements, names, logos and trade marks on the paper based version, the Sites and the Apps (**Content**) are protected by copyright, trade mark and other intellectual property laws unless otherwise indicated.
- 5.2 Copyright in the Platforms, Sites and Apps (including text, graphics, logos, icons, sounds recordings, computer code and software) and the Content is owned or licensed by Maths Circle Ltd (Company Number 09861676). Except as expressly authorised by these General Conditions, or by legislation or statute, Users must not in any form or by any means:
- 5.2.1 adapt, copy, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Content; or
- 5.2.2 commercialise any information, products, or services obtained from any part of the Content.
- 5.3 Users must not modify, copy, reproduce, republish, frame, download onto a computer, upload to a third party, post, transmit, share or distribute this Content in any way except as expressly provided for in these General Conditions or with our express prior written consent.
- 5.4 Users must not use the Content for commercial purposes without first obtaining our prior written consent.

6. **ACCESS TO AND USE OF THE PLATFORMS**

- 6.1 Schools on an active subscription or active trial may print and use the paper-based worksheets and classroom resources available via the Platforms for school subscribers for use by their staff and students only.
- 6.2 Parents on an active subscription may print and use the downloads and resources available via the Platforms for their own private use by their family only.

- 6.3 Tutors on an active subscription may print and use the downloads and resources available via the Platforms for their own private use for their tutees only as part of their tuition business and are not to share, re-distribute or sell the resources for commercial gain.
- 6.4 Schools may print, and save electronic copies of, the staff training resources, certificates, posters, displays, logos, guides and other resources specifically available on the Sites for Users, for use by their staff, students and parents only, but only if they can keep all Content intact and in the same form as presented on the Sites (including without limitation all copyright, trade mark and other proprietary notices and all advertisements).
- 6.5 Users must not access or use the Sites or the Content in any manner or for any purpose which:
- 6.5.1 is illegal or prohibited by any laws that apply to the User;
 - 6.5.2 violates our rights in any way;
 - 6.5.3 is prohibited by the General Conditions.
- 6.6 Users must take their own precautions to ensure that the process, which they employ for accessing the Sites and the Apps, does not expose them to the risk of viruses, malicious computer code, or other forms of interference, which may damage their own computer system or mobile device. We do not accept responsibility for any interference or damage to users' own computer systems, mobile devices or data, which arises in connection with their access and/or use of the Sites and/or Apps.
- 7. DISCLAIMER AND LIMITATION OF LIABILITY**
- 7.1 Although we have no reason to believe that any information contained within the Platforms, including our Sites and/or Apps, is inaccurate, we do not warrant the accuracy, adequacy or completeness of the information, nor do we undertake to keep the Platforms, Sites or Apps updated.
- 7.2 We do not accept responsibility for loss suffered as a result of your reliance on the accuracy or currency of information contained in the Platforms, Sites or Apps. We and our directors, officers, agents, employees and contractors do not guarantee or warrant the Sites and Apps will be uninterrupted, without delay, error-free, omission-free, or free of viruses. The Content is provided "as is" without warranties of any kind, express or implied, including as to accuracy, timeliness and completeness.
- 7.3 Neither we, nor our directors, officers, agents, employees or contractors will be liable for any loss or damage, howsoever arising (whether in negligence or otherwise) in connection with Users' use of, and/or access to, the Platforms, the Sites, the Apps, the Content, or any omissions from the Content, save where legislation states otherwise.
- 8. INDEMNITY**
- 8.1 All Users must indemnify us and our directors, officers, agents, employees and contractors and keep us and all of them indemnified against all losses, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from any breach by the User of the General Conditions.

9. **TERMINATION**

- 9.1 We may terminate access to the Platforms, the Sites and the Apps at any time but only after having given prior written notice. These General Conditions will nevertheless survive any such termination.

10. **ADVERTISING AND LINKS TO OTHER WEBSITES**

- 10.1 The Sites and Apps *may* contain links to third party sites (**Linked Sites**) such as YouTube where some of our help and resource videos are stored. Linked Sites are not under our control and we are not responsible for the content of any Linked Sites. We provide these hyperlinks to you as convenience only, and the inclusion of any link does not imply any endorsement of the Linked Sites by us or our directors, officers, agents, employees and contractors. Users link to any Linked Sites entirely at their own risk.
- 10.2 Neither we nor our directors, officers, agents, employees or contractors give any representation or warranty as to the reliability, accuracy, or completeness of any Linked Sites, nor do we accept any responsibility arising in any way for any errors in, or omissions from, any Linked Sites.

11. **GENERAL**

- 11.1 This Agreement shall be governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with these General Conditions.
- 11.2 If any of the General Conditions are held to be unenforceable, invalid or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.

SCHEDULE TO GENERAL CONDITIONS

DATA PROTECTION WITH SCHOOLS

Please note that this Schedule only applies to school subscriptions and not to family subscriptions. This is because when contracting with schools, schools are “controllers” of data and we are considered to be “processors” of that data. Whenever a controller uses a processor, standard contract terms need to be put in place to identify the responsibilities and liabilities of each party regarding the processing of data. For further details on data protection and family subscriptions, please visit our Privacy Notice available on our Sites.

1. Definitions

1.1. In this Schedule, the following terms shall have the following meanings:

- (a) **“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;
- (b) **“Applicable Data Protection Law”** shall mean the United Kingdom General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and all other applicable UK data protection legislation;
- (c) **“Company”** means Maths Circle Ltd (Company Number: 09861676) whose registered office is at Ossory Offices, Hazelwood Lane, Amptill MK45 2HF;
- (d) **“School”** means the relevant school or establishment using the Platform(s);
- (e) **“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;
- (f) **“Platform(s)”** means both the Times Tables Rock Stars educational resource and the NumBots educational resource which both consist of paper based and online resources, including the <https://ttrockstars.com> website and <https://numbots.com> website (together the **“Sites”**) and the Times Tables Rock Stars apps and NumBots apps (together the **“Apps”**);

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 Platform(s), and by providing the Company with the School Data, the School agrees to the terms of this Schedule.
- 2.2. The School and the Company acknowledge that, for the purposes of Applicable Data Protection Law, the Company is a Processor and the School is a Controller in respect of the School Data comprising Personal Data described in Annex A to this Schedule (the **“Data”**).
- 2.3. The Company and the School shall comply with all Applicable Data Protection Law in respect of the Processing of the Data.

- 2.4. The Company shall Process the Data as a Processor for the purposes described in Annex A to this Schedule and otherwise strictly in accordance with the documented instructions of the School (the "**Permitted Purpose**"), except where otherwise required by law applicable to the Company.
- 2.5. The School hereby instructs and authorises the Company to process the Data for the purposes described in Annex A to this Schedule, and as otherwise reasonably necessary to enable the Company to provide the Platform(s) to the School. The Company will notify the School if it believes the School's instruction infringes Appropriate Data Protection Law.
- 2.6. The School warrants and represents that it has a lawful basis (pursuant to Applicable Data Protection Law) for supplying all Data to the Company in connection with the School's use of the Platform(s) and the lawful Processing of the Data by both the School and the Company for the purposes set out in this paragraph 2. The School shall indemnify the Company against all costs, claims, damages, expenses, losses and liabilities incurred by the Company arising out of or in connection with any failure (or alleged failure) by the School to have a lawful basis for Processing Data.

3. International transfers:

The Company shall not transfer the Data (nor permit the Data to be transferred) outside of the UK and 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 Company shall ensure that any person that it authorises to Process the Data (including the Company'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 Company shall ensure that all Authorised Persons Process the Data only as necessary for the Permitted Purpose.

5. Security:

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 Company, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Company 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 Company 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 Company to appoint the sub-contractors listed in Annex B to this Schedule to carry out Processing activities in connection with the Data. The Company shall use reasonable endeavours to promptly notify the School of any changes to the identity of such third

parties from time-to-time, and allow the School to reasonably object to the appointment of those sub-contractors.

6.3. Save as permitted by paragraph 6.2, the Company shall not appoint any other sub-contractor in connection with the processing of the Data without the prior permission of the School.

6.4. Where the Company appoints a sub-contractor pursuant to this paragraph 6, it shall ensure that the Company imposes data protection terms on any sub-contractor it appoints that protect the Data to the same standard as those provided for in this schedule, and meet the requirements of Applicable Data Protection Law.

6.5. The Company 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 Company shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) 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, Data Protection Authority, 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 Company, the Company shall promptly inform the School providing full details of the same and the School shall provide all reasonable and timely assistance to the Company to enable the Company to take appropriate action.

8. Co-operation with Controller obligations:

The Company shall assist the School, if required, in fulfilling any of its obligations relating to any requirement to carry out Data Protection Impact Assessments or other duties required by Applicable Data Protection Laws, pursuant to its obligations under Articles 32 to 36.

9. Security incidents:

9.1. Upon becoming aware of a Security Incident, that impacts the School's Personal Data, 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 Company 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 Company is required by any UK law to retain some or all of the Data, in which event the Company shall isolate and protect the Data from any further processing except to the extent required by such law.

11. Audit:

- 11.1. The Company shall permit the School (or its appointed third party auditors) to audit the Company's compliance with this Schedule, and shall make available to the School all 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 Company.
- 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 Company 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 Company or its sub-contractors' business.
- 11.5. Where the School appoints a third party auditor, that third party auditor shall not be a direct competitor of the Company.

12. Indemnity:

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 Schedule, 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 Company 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 Company 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 Company 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.

Annex A

Data Processing Description

This Annex A forms part of the General Conditions and describes the Processing that the Company will perform on behalf of the School.

Data subjects

The School Data to be processed concern the following categories of Data Subjects:

- Students
- Parents and Guardians
- Staff

Categories of data

The School Data to be Processed concern the following categories of data:

- school name and contact information (including school postal address, phone number and email address), teachers' names and contact information (including phone numbers and email addresses), students' names, classes and year groups;
- *for the benefit of impact reporting, the School may opt to provide further student details, to include; student's date of birth, student's gender, student's Special Education Needs (SEN) status, student's gifted and talented status, student's ethnicity, student's Free School Meal (FSM) status, student's premium status, whether or not children are Looked After Children, and details of any languages spoken at the student's home, however this information is all entirely optional and not required in order to use the Platform(s);*
- details of interactions that the School and its Data Subjects have with us regarding the Platform(s), together with any other information that the School and its Data Subjects choose to provide us with, for example, through correspondence and interactions with our customer and technical support teams;
- information collected automatically relating to the Platform(s) to include information like a user's IP address, device type, unique device identification numbers and login information, browser-type and version, time zone setting, operating system and platform, broad geographic location (e.g. country or city-level location) and other technical information;
- information collected automatically relating to the Platform(s) about how a user's device has interacted with the Sites, including the pages accessed and links clicked, download errors, length of visits to certain pages, page interaction information, and methods used to browse away from any page;
- the answers provided by users of the Platform(s) to maths questions and the length of time taken to respond in each case.

Processing operations/Permitted Purpose

The School Data will be obtained, held and used by the Company to enable the Company to carry out its obligations arising from the terms and conditions entered into between the School and the Company regarding the use by the School and its users of the Platform(s), including the Sites and Apps.

Annex B
Authorised Sub-contractors

Sub-Processor Name	Purpose of Processing	Weblink	Location of Processing	Child Data?	DPA?
STORAGE PROVIDERS					
Hetzner	Electronic data storage, cloud server and transmission service	hetzner.com	EU	Yes	Yes
Amazon Web Services	Electronic data storage, cloud server and transmission service	aws.amazon.com	EU	Yes	Yes
Heroku	Electronic data storage, cloud server and transmission service	heroku.com	EU	Yes	Yes
DEVELOPERS					
Web/App Developers & Consultants	Contracted developers and consultants who develop, enhance and maintain the Sites and Apps	N/A	UK, EU	Yes	Yes
STUDENT INTEGRATION PLATFORMS					
Wonde	Integration Partner (optional for schools)	wonde.com	UK	Yes	Yes
CUSTOMER SUPPORT PLATFORMS					
Intercom	Customer Service Platform	intercom.com	EU	No	Yes
Calendly	Scheduling Platform used for 1-2-1 surgeries with customers	calendly.com	US	No	Yes
Zoom	Zoom Platform used to host Webinars and online meetings	zoom.us	US	No	Yes
COMMUNICATION PLATFORMS					
Slack	Internal communications tool	slack.com	US	No	Yes
Postmark	Email delivery service	postmarkapp.com	US	No	Yes
Asana	Internal project management tool	asana.com	US, EU	No	Yes

PAYMENT-HANDLING PLATFORMS					
Stripe	Secure Online Payment Platform for Credit Card Transactions	stripe.com	US	No	Yes
FreeAgent	Third Party Payment Provider for Invoice Handling	freeagent.com	UK	No	Yes
Shopify	Third Party Online Merchant Provider for our Merchandise Sales	shopify.co.uk	US, EU	No	Yes
Xero	Third Party Payment Provider for Invoice Handling	xero.com	NZ, US	No	Yes
INTERNAL PLATFORMS					
G-Suite	Cloud Provider, Emails and Calendar	gsuite.google.com	EU	No	Yes
DATA ANALYTIC PLATFORMS					
Google LLC	Google Analytics Platforms	analytics.google.com	US	No	Yes

Where we use third party services to run and administer our Platform(s) and services, we will only provide them with the minimal amount of information needed for the purposes of delivering their service to us and to meet our requirements. We always carry out due diligence against all our third-party suppliers for the purposes of ensuring their compliance with data protection, maintaining adequate security of your data and ensuring they apply adequate data protection principles to the processing of the data we supply. We also make sure a legally binding contract (sometimes called a Data Processing Agreement or DPA) is also in place to protect Personal Data.