

LearnCycle Limited Privacy Policy for Schools (January 2025)

1. Binding Agreement

This Privacy Policy constitutes a legally binding agreement between your institution ("School," "you," or "your") and LearnCycle Limited regarding the collection, use, and protection of personal data. By using LearnCycle Limited's services, you acknowledge that you have read, understood, and agree to be bound by the terms outlined in this Privacy Policy.

The terms of this Privacy Policy are incorporated by reference into the Terms and Conditions between LearnCycle Limited and your institution. In the event of any conflict between this Privacy Policy and the Terms and Conditions, the terms of this Privacy Policy shall prevail with respect to data protection matters.

2. Definitions

For the purposes of this Privacy Policy:

- **"Students"** means students and other non-adult end users who use the Service.
- **"Teachers"** means teachers, school staff, and other adult end users who use the Service.
- **"School"** or **"Customer"** means the educational institution that has entered into an agreement with LearnCycle Limited for the provision of the Service.
- **"School Data"** means data provided by the School to LearnCycle Limited, including data from the school management information system (MIS) or other school records.
- **"Usage Data"** means data collected by LearnCycle Limited during the use of the Service.
- **"Service"** means all educational services and products provided by LearnCycle Limited.
- **"Data Controller"** means the natural or legal person who determines the purposes and means of the processing of personal data. In the context of this Privacy Policy, the School acts as the Data Controller for the personal data of Students and Teachers.
- **"Data Processor"** means the natural or legal person who processes personal data on behalf of the Data Controller. In the context of this Privacy Policy, LearnCycle Limited acts as the Data Processor for the personal data of Students and Teachers provided by the School.

3. Introduction

3.1. About LearnCycle Limited

LearnCycle Limited (company number 15311335) ("LearnCycle Limited" or "we" or "us") is the entity responsible for the collection and use of personal information by our

educational services and products (together referred to as the "Service"). LearnCycle Limited is registered as a data controller at the Information Commissioner's Office (ICO) with registration number ZB741116.

3.2. Scope and Applicability

This Privacy Policy governs the collection and processing of personal data by LearnCycle Limited in connection with the provision of our Service. This policy establishes the terms and conditions under which LearnCycle Limited collects, uses, and protects personal data.

This Privacy Policy applies to all users of the Service, including Schools that contract with us, as well as the Students and Teachers accessing the Service through such institutions.

Your continued use of our Service constitutes acceptance of these terms.

3.3. Policy Version and Updates

This version of our Privacy Policy for Schools was published in January 2025 and applies to the collection and use of personal data by LearnCycle Limited from then. It aligns with the requirements of The General Data Protection Regulation (as adopted into UK law and tailored by the Data Protection Act 2018) (UK GDPR). Any changes we may make to our Privacy Policy in the future will be posted on this page and, where substantial changes are made, communicated directly to users or their institutions with at least 30 days' notice before implementation.

4. Roles and Responsibilities

4.1. Data Controller and Processor Relationship

LearnCycle Limited processes the personal data of Students and Teachers on behalf of schools to deliver the Service. Under UK GDPR, schools using the Service are the Data Controller and LearnCycle Limited acts as a Data Processor.

4.2. School Responsibilities

As the Data Controller, each School is responsible for:

- Ensuring it has a lawful basis for collecting and sharing Student and Teacher personal data with LearnCycle Limited
- Providing accurate and up-to-date information to LearnCycle Limited
- Informing Students, Teachers, and where appropriate, parents or guardians about how their personal data will be processed by LearnCycle Limited
- Responding to data subject rights requests in coordination with LearnCycle Limited
- Promptly notifying LearnCycle Limited of any changes that may affect the processing of personal data

- Notifying LearnCycle Limited without undue delay upon becoming aware of a personal data breach

4.3. LearnCycle Limited Responsibilities

As the Data Processor, LearnCycle Limited is responsible for:

- Processing personal data only as instructed by the School and in accordance with this Privacy Policy
- Implementing appropriate technical and organisational security measures to protect School Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access
- Assisting Schools in fulfilling their obligations to respond to data subject rights requests
- Notifying Schools without undue delay upon becoming aware of a personal data breach
- Ensuring that staff authorised to process personal data are committed to confidentiality
- Assisting Schools with data protection impact assessments when requested

5. Legal Basis For Processing

LearnCycle Limited processes personal data on the following legal bases:

1. Contractual Necessity: We process personal data as necessary to fulfill our contractual obligations to schools that subscribe to our Service.
2. Legitimate Interests: We process certain data based on the legitimate interests of LearnCycle Limited, schools, and users in providing and improving educational services, subject to a balancing of interests to ensure individual rights are respected.
3. Consent: Where required by law, we process data based on the explicit consent of the data subject or, in the case of Students under 13, the consent of their parent or guardian as obtained by the school.

6. Personal Data Processing

6.1. Collection and Processing of Student Data

6.1.1. Categories of Student Data Collected

LearnCycle Limited shall collect and process the following categories of Student Data:

- a. Student School Data: Schools shall securely provide LearnCycle Limited with the following Student School Data:
 - i. Basic identification data including name, gender, year group, class, date of birth, and unique pupil number (UPN) or other identifying code (where UPN is unavailable);

- ii. Additional demographic data, which may include pupil premium status, free school meals eligibility, and English as an additional language status, when the School opts for detailed reporting services; and
 - iii. Educational content, including scans of work completed by Students, which is required for the functionality of the Service.
- b. Student Usage Data: LearnCycle Limited shall collect the following Student Usage Data:
 - i. A unique user ID for all Students, which shall be distinct from their UPN;
 - ii. Assessment data, including marking data and analysis of marking data; and
 - iii. Performance metrics, including data on Student progress and achievement.

Students do not directly interact with the Service. All Student Usage Data is derived exclusively from work shared by Teachers through the Service.

6.1.2. Permitted Purposes for Processing Student Data

LearnCycle Limited shall process Student School Data and Student Usage Data solely for the following specified purposes:

- a. Delivering the core functionality of the Service;
- b. Marking Student work and generating Student and Teacher reports using AI tools;
- c. Implementing appropriate data protection measures, including pseudonymisation and anonymisation of Student data during service delivery, and complete anonymisation once Students have finished using the Service;
- d. Providing technical support and user assistance;
- e. Evaluating and improving the Service, including testing new product features;
- f. Measuring the effectiveness and impact of the Service; and
- g. Performing necessary administrative functions.

LearnCycle Limited shall not process Student Data for any purpose not explicitly stated in this Policy without prior written authorisation from the School.

6.2. Collection and Processing of Teacher Data

6.2.1. Categories of Student Data Collected

LearnCycle Limited shall collect and process the following categories of Teacher Data:

- a. Teacher School Data: Schools shall provide LearnCycle Limited with the following Teacher School Data:
 - i. Professional identification information including name, role, school email address, and teaching classes.

- b. **Teacher Usage Data:** LearnCycle Limited shall collect the following Teacher Usage Data:
 - i. Service interaction metrics, including how, when, and for how long Teachers use the Service and the actions and interventions taken by Teachers;
 - ii. Email engagement data, including when emails are opened, links clicked, and other related activity;
 - iii. Access patterns, including how and when the Service is accessed by Teachers; and
 - iv. Feedback data submitted through in-product questionnaires, surveys, or other feedback mechanisms.

6.2.2. Permitted Purposes for Processing Teacher Data

LearnCycle Limited shall process Teacher School Data and Teacher Usage Data solely for the following specified purposes:

- a. Delivering the core functionality of the Service;
- b. Creating and administering secure teacher user accounts, log-ins, and profiles;
- c. Providing insights and reports to Teachers relating to Service usage;
- d. Implementing appropriate data protection measures, including pseudonymisation of Teacher data during service delivery, and complete anonymisation once Teachers have finished using the Service;
- e. Providing technical support, user assistance, and general communications (including information about new products, subject to opt-out preferences);
- f. Utilising AI tools to route, classify, and summarise support inquiries;
- g. Evaluating and improving the Service, including analysing Teacher user activity and testing new product features;
- h. Measuring the effectiveness and impact of the Service; and
- i. Performing necessary financial, accounting, and administrative functions.

LearnCycle Limited shall not process Teacher Data for any purpose not explicitly stated in this Policy without prior written authorisation from the School.

6.3. AI Tools and Processing

6.3.1. Use of AI Technologies

LearnCycle Limited employs artificial intelligence (AI) technologies to enhance its educational services. These AI technologies shall be regularly updated to maintain high standards of service. Notwithstanding changes in specific AI models as technology evolves, this Policy establishes binding terms regarding how these tools process personal data.

6.3.2. Permitted AI Processing Activities

LearnCycle Limited shall utilise AI tools solely for the following specified purposes:

- a. Processing and analysing scanned work of Students;
- b. Transcribing handwritten content into digital text;
- c. Assisting in marking Student work based on established educational criteria;
and
- d. Generating feedback for Students on marked work.

6.3.3. Mandatory AI Data Protection Safeguards

LearnCycle Limited shall implement the following safeguards for all AI processing:

- a. **Human Oversight:** All AI-processed marking and feedback shall undergo review by qualified educational professionals. Output shall be selectively moderated to ensure quality and accuracy before being finalised or shared with Students.
- b. **Prohibition on Training with User Data:** LearnCycle Limited shall not use Student Data or Teacher Data to train AI models, including the intellectual property associated with Student work. AI tools shall be trained exclusively on separate datasets that do not include personal information from Service users. Only the marking output generated by the Service may be used to improve the Service.
- c. **Future Training Restrictions:** As of the effective date of this Policy, LearnCycle Limited does not conduct any 'fine-tuning' of foundation AI models. Any future AI training conducted by LearnCycle Limited shall never utilise the content of Student work without the express consent of the Students who created it (via their parents or guardians where appropriate), as communicated to LearnCycle Limited by the School.
- d. **Purpose Limitation:** AI processing shall be restricted to the specific educational purposes outlined in this Policy and shall not be used for any additional undisclosed purposes.
- e. **Technical Controls:** AI systems shall operate within secure technical environments implementing appropriate access controls, encryption, and other security measures consistent with LearnCycle Limited's overall data protection framework.
- f. **Regular Assessment:** LearnCycle Limited shall regularly assess AI tools for accuracy, bias, and compliance with data protection principles.

6.3.4. AI Transparency

LearnCycle Limited is committed to transparency regarding the use of AI technologies. Questions about AI data processing may be directed to LearnCycle Limited using the contact details provided in Section 14 of this Policy.

7. Additional Data Collection Channels

Teachers, Students, and their parents may choose to contact LearnCycle Limited via our websites or social media channels. Personal data may be shared in this way with schools or other third parties as necessary. We may also monitor social media to protect our intellectual property.

8. Data Sharing And Storage

8.1. Authorised Data Recipients

LearnCycle Limited may disclose Student Data to:

- a. Teachers at Customer schools of Students;
- b. (where applicable) staff at the Students' schools' multi-academy trust or other school group (MAT); and

LearnCycle Limited may disclose Teacher Data to:

- a. other Teachers at the same Customer school;
- b. (where applicable) staff at the Teachers' schools' MATs.

Student Data, Teacher Data and Parent Data may also be disclosed to:

- a. LearnCycle Limited staff; and
- b. support companies used by LearnCycle Limited to deliver the Service.

We have binding written UK GDPR-compliant data processing contracts with each of our support companies, who are carefully selected, audited and approved. Support companies may be based outside of the UK however, where this is the case, data transfers to them are subject to a legally enforceable mechanism which is permitted under UK GDPR. Our default position is we do not transfer personal data derived from school data relating to Students outside the European Economic Area, except under the specific conditions and safeguards detailed in the subsection 8.2 below. The current list of LearnCycle Limited's support companies is [here](#).

Save for our support companies, LearnCycle Limited will not share Student Data or Teacher Data with third parties without the prior written permission of the relevant school. However, we may share anonymised data sets with third parties without restriction, including for research, product development and other business purposes.

8.2. International Data Transfers

Where LearnCycle Limited transfers personal data outside the United Kingdom and European Economic Area (EEA), the following binding provisions shall apply:

- a. Transfer Mechanisms: All international transfers of personal data shall be conducted exclusively through one or more of the following legally recognized transfer mechanisms:

- i. Adequacy Decisions: Transfers to countries deemed by the UK Information Commissioner's Office to provide adequate protection;
 - ii. Standard Contractual Clauses: Transfers conducted under UK-approved Standard Contractual Clauses;
 - iii. Binding Corporate Rules: Transfers within corporate groups that have implemented approved binding corporate rules; or
 - iv. Explicit Consent: Where appropriate and permitted by applicable law, transfers based on the explicit informed consent of the data subject.
- b. Student Data Protection: As stated in our default position, LearnCycle Limited shall not transfer personal data derived from school data relating to Students outside the European Economic Area unless:
 - i. Such transfer is necessary for the performance of the Service;
 - ii. The School has provided prior written authorization; and
 - iii. All appropriate safeguards have been implemented.
- c. Transparency Obligation: LearnCycle Limited shall maintain a current list of all support companies that process personal data, including their geographic locations and the transfer mechanisms used, which shall be made available to Schools upon request.

9. Data Retention

LearnCycle Limited shall not retain personal data for longer than is necessary. School data and usage data shall be processed for the duration of each school's use of the Service. School data is retained after the school finishes using the Service or an individual leaves the school for a maximum of two (2) years to fulfil school reporting and other requirements (including continuity of service should the school wish to re-subscribe to the Service).

Once school data is no longer required for these purposes, or at the request of the school at any time after it finishes using the Service, it will be permanently deleted so the remaining usage data is anonymised. The anonymised data sets will be owned by LearnCycle Limited and may be used for research, product development and other business purposes.

10. Cookies And Tracking

In order to provide the Service via a web browser, we will place cookies on users' devices. Cookies are used to collect standard internet log and user behaviour information. This information is used to provide core functionality of the Service, ensure security, track the use of the Service and to compile statistical reports. These cookies are not used to target users of the Service with online advertising.

'Necessary' cookies enable core platform functionality and features such as security, network management and accessibility and do not require user consent to be set. Cookies that enable functionality that is not strictly necessary for core platform functions and features are classed as 'Optional' and therefore consent is sought via a cookie banner. For further information about cookies generally, visit www.aboutcookies.org.

11. Data Subject Rights

Your rights in relation to your personal data are:

- a. The right to be informed of processing.
- b. The right to access personal data by making a subject access request.
- c. The right to rectification where personal data is inaccurate or incomplete.
- d. The right to erasure, sometimes called 'the right to be forgotten'.
- e. The right to restrict processing.
- f. The right to data portability.
- g. The right to object to processing.
- h. The right not to be subject to a decision based solely on automatic processing.

These rights do not apply in all instances. Please contact your school if you have any requests or questions relating to your rights. LearnCycle Limited will assist schools with upholding data subject rights in circumstances where it is legally required or it is possible to do so.

You also have the right to make a complaint at any time to the ICO regarding the collection and use of personal data by LearnCycle Limited. However, we would appreciate being given the chance to help you with your concerns before you approach the ICO, so please contact us using the details below in the first instance. For more information about the ICO, please visit <https://ico.org.uk/for-the-public/>.

12. Data Security

12.1. Security Measures

LearnCycle Limited shall implement and maintain appropriate technical and organisational security measures designed to protect personal data against unauthorised or unlawful processing, accidental loss, destruction, or damage. These measures include, but are not limited to:

- a. Encryption of personal data in storage;
- b. Regular testing, assessing, and evaluation of the effectiveness of security measures;
- c. Ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
- d. Procedures for regular backup and secure storage of personal data;
- e. Measures to ensure that any natural person acting under the authority of LearnCycle Limited who has access to personal data does so only on instructions from LearnCycle Limited and under appropriate confidentiality obligations; and

- f. Access controls and authentication procedures limiting access to personal data to authorised personnel only.

12.2. Data Breach Notification

In the event of a personal data breach affecting School Data, LearnCycle Limited shall:

- a. Notify the affected School(s) without undue delay after becoming aware of the breach;
- b. Provide Schools with sufficient information to allow them to meet any obligations to report the breach to relevant supervisory authorities and data subjects;
- c. Document any personal data breaches, including facts relating to the breach, its effects, and the remedial action taken; and
- d. Cooperate with Schools and relevant supervisory authorities as necessary regarding the breach.

12.3. Staff Training

LearnCycle Limited shall ensure that all employees, contractors, and other persons authorised to process personal data receive appropriate training on data protection requirements and handling of personal data.

13. Governing Law and Jurisdiction

13.1. Applicable Law

This Privacy Policy and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the relevant jurisdiction within the United Kingdom, as follows:

- a. For Schools located in England and Wales: the laws of England and Wales;
- b. For Schools located in Scotland: the laws of Scotland; and
- c. For Schools located in Northern Ireland: the laws of Northern Ireland.

In all jurisdictions, the UK GDPR and the Data Protection Act 2018 shall apply.

13.2. Jurisdiction

The parties agree that:

- a. For Schools located in England and Wales: the courts of England and Wales shall have jurisdiction;
- b. For Schools located in Scotland: the Scottish courts shall have jurisdiction; and
- c. For Schools located in Northern Ireland: the Northern Irish courts shall have jurisdiction,

to settle any dispute or claim arising out of or in connection with this Privacy Policy or its subject matter or formation (including non-contractual disputes or claims).

13.3. Severability

If any provision of this Privacy Policy is found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from this Privacy Policy and the remainder of this Privacy Policy shall remain in full force and effect.

13.4. Waiver

No failure or delay by LearnCycle Limited to exercise any right or remedy provided under this Privacy Policy or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

14. Contact Information

Questions, comments and requests regarding personal data that we hold, or regarding this Privacy Policy, are welcomed and should be addressed to privacy@stylus.education. Alternatively, please contact The Privacy Team, LearnCycle Limited, 57 Ickburgh Road, London E5 8AF.