

General Terms and Conditions

1. Introduction

Thank you for your interest in LearnCycle Limited, an AI-powered question paper creation, marking, and feedback reporting service ("Service"). These General Terms and Conditions ("Terms") govern your access and use of our Service. By using our Service, you agree to be bound by these Terms. If you do not agree with these Terms, you should not use our Service.

2. Definitions

- **"Company"** refers to LearnCycle Limited, the provider of the Service.
- **"Customer"** refers to any individual or entity using the Service.
- **"Service"** or **"Services"** refers to any of the AI-powered question paper creation, marking, and feedback reporting services and professional development training provided by the company
- **"Fee"** means the fee payable by the Customer for accessing the Service.
- **"Website"** means the websites operated by the Company at the URL <https://stylus.education>, <https://learncycle.education>.
- **"Privacy Policy"** means the privacy policy available on the Company's website [here](#).

3. General Provisions

3.1. Acceptance of Terms

These Terms are the only conditions under which the Company is willing to provide the Service to the Customer. By using the Service, the Customer agrees to comply with these Terms.

3.2. Changes to Terms

The Company reserves the right to modify these Terms at any time. The Customer is responsible for regularly reviewing these Terms. Continued use of the Service after any changes shall constitute the Customer's consent to such changes.

3.3. Notifications

3.3.1. From the Company to Customer

The Company will provide notifications regarding changes to these Terms, Privacy Policy, or Service through one or more of the following methods:

- Email to the Customer's registered email address
- Prominent notice on the Company's website
- In-app notifications when accessing the Service

3.3.2. From Customer to Company

All notifications from Customer to the Company must be sent via email to the designated addresses specified in these Terms or through the support channels provided within the Service.

3.3.3. Timing

Notifications will be deemed effective:

- For email communications: 3 business days after sending, unless the sender receives an automated message indicating non-delivery
- For website notices: upon posting
- For in-app notifications: upon display

3.4. Entire Agreement

These Terms, including any documents referred to within them, contain all the terms on which the Company provides the Service to the Customer. They supersede any prior agreements or representations made.

4. Demonstration of Marking Service

The Company provides a demonstration of its AI-powered exam paper marking service ("Demo") to potential users. The Demo is provided solely for evaluation purposes. Any data submitted during the Demo will be used for demonstrating the Service's capabilities and for marketing communications to the email address provided. All data will be handled in accordance with the Company's Privacy Policy. The Demo is provided "as is" without warranties of any kind. The Company reserves the right to terminate access to the Demo at any time.

5. Use of Service

5.1. Permitted Use

Customers may use the Service solely for the purpose of submitting question papers for marking and receiving results and feedback. The Service is provided for educational and informational purposes only.

5.2. Age Restrictions and User Eligibility

The Service is designed for use by educational institutions and their staff. Students under the age of 18 may only use the Service under the supervision and with the permission of their school. The school is responsible for obtaining appropriate parental consents for student use where required by applicable law. The Company does not knowingly collect personal information directly from children under 13 without verifiable parental consent, except as permitted through the school as authorised by parents through the school-parent relationship.

5.3. Prohibited Use

Customers shall not:

- Use the Service for any unlawful or prohibited activities.
- Interfere with or disrupt the Service or servers connected to the Service.

5.4. Suspension of Use

If we reasonably believe that a user name and password are being used in any way which is not permitted by us we reserve the right to suspend the Service and/or issue a new username and password.

5.5. Company's Responsibilities

- Set up the Customer's account and provide necessary training and support.
- Provide marking and feedback for shared student work within standard response timeframes (or as specified in applicable Service Level Agreements), with regular status updates on progress.
- Ensure the availability of the Services, except during planned maintenance or unforeseen events.
- Notify the Customer in advance of any planned maintenance.

5.6. Customer's Responsibilities

- Carry out activities that serve to integrate the Services into their teaching processes.
- Ensure that all users comply with this Agreement.
- Provide accurate and up-to-date information in their management systems.
- Maintain the confidentiality and security of access credentials for the Services.

6. Service Level Agreement

6.1. Optional Agreement

The Company offers a Service Level Agreement ("SLA") that details specific performance guarantees, service availability metrics, response times, and support commitments for the Service.

6.2. Eligibility

The SLA is available to Customers who meet certain criteria or subscribe to specific Service tiers. Not all Customers are required to sign an SLA.

6.3. Application

Where a Customer has signed an SLA, the terms of that SLA form a binding part of the contractual relationship between the Customer and the Company.

6.4. Default Service Standards

For Customers who have not signed an SLA, the Company will use commercially reasonable efforts to ensure Service availability and performance, but makes no

specific guarantees regarding uptime, response times, or issue resolution timeframes.

6.5. Precedence

In case of any conflict between these Terms and Conditions and a signed SLA regarding service performance metrics, response times, or availability guarantees, the provisions of the SLA shall take precedence.

6.6. Availability

Customers interested in an SLA may request information about eligibility and terms by contacting hello@stylus.education.

7. Data Handling Agreement

7.1. General

We both agree to comply with all data protection and privacy legislation and rules that apply to your use of the Service. The General Data Protection Regulation (as adopted into UK law and tailored by the Data Protection Act 2018) (UK GDPR) requires that the processing of personal data by a processor on behalf of a controller is governed by a contract. The provisions below set out the terms of our processing of personal data (as processor) on behalf of your school (as controller). The terms 'processing', 'personal data', 'processor', 'controller', 'transfer' and 'data subjects' used herein have the meaning given to them in UK GDPR. Our Privacy Policy also applies to our processing of personal data on behalf of your school (but the Data Handling Agreement shall prevail in the event of a conflict).

We are happy to provide any information and assistance that you require to demonstrate your compliance with UK GDPR, including contributing to data protection impact assessments, audits and inspections that you wish to conduct in respect of your use of the Service.

You are responsible for notifying us if there is a change of controller relating to your school (for example, if your school joins or transfers to a new MAT). Please contact privacy@stylus.education should this occur. Non-UK-based schools who subscribe to the Service should review the Data Handling Agreement to ensure compliance with local data protection and other applicable laws.

7.2. School Data Being Processed

In connection with your use of the Service, your school will or may provide us with certain personal data relating to your teachers and students as follows:

- Required: certain personal data relating to your students including their name, gender, year group, class, date of birth and unique pupil number (UPN) or other identifying code (where UPN is unavailable) which we require for you to use the Service;
- Required: scans of student work which we require for you to use the Service;
- Required: standardised testing results relating to students using the Service so the Company we can produce efficacy measures for the Service, and provide

each Customer with anonymised information about their standing amongst peers nationally;

- Optional: personal data fields relating to your students that allows full service functionality (for example, more detailed reporting) including pupil premium status, free school meals and whether they speak English as an additional language
- Required: certain personal data relating to your teachers, including their name, school email address and teaching classes.

You grant us a licence to use, and instruct us to process, the school data for the purposes of both your trial of, and any paid subscription to, the Service. We will only process school data in accordance with the instructions set out in the Data Handling Agreement. Details of our processing activities are set out under 'Processing undertaken' below.

Occasionally, we may agree to undertake a specific project with your school (for example, you may ask us to provide some bespoke attainment reporting). If this happens, you may share certain personal data relating to your students' attainment (for example, assessment data and/or exam results) which we shall process as school data for that specific project. You agree we may also process such personal data to help us measure the effectiveness and impact of the Service.

7.3. Usage Data Being Created

Use of the Service at your school will create and collect the following data (usage data):

- a unique user ID for each student distinct from their UPN
- marking data and analysis of marking data
- product feedback (for example, in-product questionnaire/survey responses);
- analytics data including browser type and version, operating system, device and unique identifiers such as IP addresses and behavioural cookies

7.4. Duration of Processing and Deletion

7.4.1. Retention Periods

We will process and retain different categories of data as follows:

1. School Data: All school data (including student personal information, scanned student work, and teacher information) will be retained for a maximum of two (2) years after you finish using the Service.
2. Usage Data:
 - a. Non-anonymised usage data will be retained for a maximum of two (2) years after you finish using the Service
 - b. IP addresses and device identifiers will be retained for a maximum of 90 days after collection for security and fraud prevention purposes
3. Purpose of Retention: We retain this data after service termination to:
 - a. Fulfil school reporting requirements
 - b. Maintain continuity of service should you wish to re-subscribe

- c. Complete any necessary compliance obligations

7.4.2. Deletion and Anonymisation

Once the retention period concludes or when school data is no longer required for the purposes stated above:

1. All personal data will be permanently deleted from our primary systems
2. Data will be removed from backup systems according to our regular backup rotation cycles (maximum 90 days)
3. The remaining usage data (excluding IP addresses) will be anonymised
4. These anonymised data sets will be owned by us and may be used for research, product development and other business purposes

7.4.3. Early Deletion Requests

You may request earlier deletion of specific data types or all data by:

1. Submitting a written request to privacy@stylus.education
2. Specifying which data categories should be deleted
3. Providing necessary verification of your authority to request deletion

We will process verified deletion requests within 30 days and provide written confirmation upon completion. Please note that early deletion may impact certain service functionality and reporting capabilities, which we will communicate to you before processing.

7.4.4. Exceptions to Deletion

We may retain certain information despite deletion requests if required by:

- Legal obligations
- Regulatory requirements
- Legitimate business purposes as permitted by applicable data protection laws

In such cases, the retained data will be isolated, secured, and only used for the specific purpose requiring retention.

7.5. Processing Undertaken

Purpose and nature of processing: Provision of the Service for school staff and students to improve attainment and reduce teachers' workload.

We will process school data and usage data for the following purposes:

- delivering the Service for your school by marking student work and generating student and teacher reports using AI tools;
- creating and administering secure user accounts, log-ins for teachers;
- providing insights and reports to teachers, your Subject Lead and/or Headteacher;

- if applicable, providing insights and reports to your school's MAT relating to the Service usage across MAT schools;
- pseudonymising and anonymising school data and usage data during your use of the Service and anonymising school data and usage data once you have finished using the Service;
- providing technical and user support and general communications, including using AI tools to route, classify and summarise support;
- evaluating and improving the Service (for example, analysing user activity or testing new product features);
- measuring the effectiveness and impact of the Service (including recording or transcribing support meetings)
- monitoring of social media to protect intellectual property; and
- for financial, accounting and administrative purposes

7.6. Sub-processors

By using the Service, you are providing us with general authorisation to:

- use sub-processors who support us in delivering the Service to you (support companies); and
- transfer personal data for the purposes referred to in the Terms and Conditions to support companies which are based outside of the UK, provided that such transfer is subject to a legally enforceable mechanism which is permitted under UK GDPR from time to time.

We have binding written UK GDPR-compliant data processing contracts with each of our support companies, who are carefully selected, audited and approved. We will remain liable to you for all the acts and omissions of our support companies in respect of their processing activities for us as if they were our own. A list of our support companies is available [here](#).

Our default position is we do not transfer personal data derived from school data relating to students outside the European Economic Area. Occasionally, where a teacher, contrary to our best practice guidance, includes student data in a help ticket request this could result in personal data being processed in the USA. Where this happens, we have checked suppliers are fully GDPR compliant and audited for adequate safeguards - we will notify you should there be a change to the international transfer of school data relating to students.

Save for our support companies, we will never share school data with third parties without your prior written permission. However, we may share anonymised data sets with third parties without restriction, including for research, product development and other business purposes. We will provide reasonable notice of any change to our support companies. This will present an opportunity for your school to object. If, within five (5) business days of receipt of such notification, you object on reasonable grounds, then we shall take reasonable steps to address your objections.

7.7. Data Subjects' Rights

We will assist you (by appropriate technical and organisational measures), insofar as possible, to help you to fulfil your obligations to respond to requests from data

subjects to exercise their rights under UK GDPR. If we receive such a request from a data subject, we will refer the requestor to your school.

7.8. Data Security

The Company will implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing, accidental loss, destruction, or damage.

7.9. Data Breach

In the event of a data breach, the Company will notify the Customer without undue delay and take appropriate measures to mitigate the breach.

8. Fees and Payment

8.1. Fees

The Service may be subject to fees as described on the Company's website. Customers agree to pay all applicable fees in connection with their use of the Service.

8.2. Payment Terms

Payments must be made using the payment methods specified by the Company. All fees are non-refundable unless otherwise stated.

8.3. Refund Policy

8.3.1. Eligibility for Refunds

1. Subscription Services:

- a. Customers are legally entitled to a full refund within a 14 day period after the subscription start date
- b. Customers may also be eligible for a full refund if they decide not to move forward with their subscription within 30 days of initial purchase under the following conditions:
 - i. The Customer has used the Service; (or, in other words, student work has been completed and submitted to the Company)
 - ii. The Customer submitted student work for the Service in time for the stipulated 72 hour turnaround period for processing student work to take place before the 30 days are up
 - iii. A meeting to discuss the processed student work has taken place between the Company and the Customer before the 30 days are up
- c. Customers may be eligible for a partial refund if they choose to terminate the Service early, under the following conditions:
 - i. The Customer understands that they can only receive a refund for whole academic terms that are entirely unused; in

- other words, either one or two thirds of the subscription amount, depending on the term in which they decide to terminate their use of the Service
- ii. The Customer therefore understands that they cannot therefore be offered a refund in the third term of their subscription
 - iii. A brief meeting or phonecall to discuss the Service has taken place between the Company and the Customer before a refund can be processed
2. **Technical Issues:** Partial refunds reflecting the period in which the Service is not available may be provided if the Service experiences significant technical failures that:
 - a. Prevent core functionality from being accessible
 - b. Cannot be resolved through reasonable technical support
 - c. Occur for an extended period as determined by the Company
 3. **Billing Errors:** Full refunds will be issued for any duplicate charges or billing errors upon verification.

8.3.2. Refund Process

1. To request a refund, Customers must submit a written request to accounts@stylus.education including:
 - a. Account information
 - b. Reason for refund request
 - c. Relevant documentation (such as error logs for technical issues)
2. The Company will review all refund requests and respond within 5 business days.
3. Approved refunds will be processed using the original payment method within 30 business days of approval.

8.3.3. Non-Refundable Items

1. Training or professional development services that have already been delivered
2. Custom implementation or setup fees
3. Subscriptions canceled after the 30-day cooling-off period

8.3.4. Promotional Credits

Any promotional credits or discounts applied to an account are non-refundable and have no cash value.

Payments must be made using the payment methods specified by the Company. All fees are non-refundable unless otherwise stated.

8.4. Renewal Terms

In order to serve both the convenience of the Customer, and to help in keeping the price of the Service down by reducing the maintenance of school accounts, the Service will renew for a new annual period by default each year.

However, in support of Customer peace of mind:

- a. The Customer may inform the Company at any stage during their subscription that they do not want to continue with another subscription period, by means of a brief feedback meeting or telephone call.
- b. The Customer may benefit from the same 30 day cooling off period they can take advantage of at sale, for the 30 days after a renewal invoice is submitted.

9. Privacy Policy

The Privacy Policy, governs the collection, use, and disclosure of Customers' personal information. By using the Service, Customers consent to the collection and use of their information as described in the Privacy Policy.

10. Confidentiality and publicity

Where either of the Company or Customer receives confidential information from the other, they will act in good faith to preserve confidentiality and use the information solely to perform their respective responsibilities and obligations relating to the provision of the Service. All personal data and the commercial aspects of the relationship is regarded as confidential. The fact that you are using the Service is not regarded as confidential and the Company may refer to this in its dealings with existing or prospective users of the Service.

The Company shall be able to publicise that the Customer is using the Service on their website and social media channels and in their marketing materials.

11. Intellectual Property

The Company retains all rights, title, and interest in and to the Service and its content, including all intellectual property rights. Customers are granted a limited, non-exclusive, non-transferable, and revocable licence to use the Service for its intended purpose.

12. Links to Third party websites

The Service may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

13. Disclaimer of Warranties

The Service is provided "as is" and "as available" without warranties of any kind, either express or implied. The Company does not warrant that the Service will be uninterrupted, timely, secure or error-free.

14. Limitation of Liability

To the maximum extent permitted by law, the Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- The use or inability to use the Service.
- Any unauthorised access to or use of our servers and/or any personal information stored therein.
- Any interruption or cessation of transmission to or from the Service.
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service by any third party.
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service.

15. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, epidemics, pandemics, war, terrorism, riots, governmental actions, strikes, telecommunications or internet service provider failures. The party affected by such an event shall notify the other party as soon as reasonably possible and shall make reasonable efforts to mitigate its effects.

16. Indemnification

16.1. Customer Indemnification Obligations

Customers agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with:

1. The Customer's access to or use of the Service;
2. The Customer's violation of these Terms;
3. The Customer's infringement of any intellectual property or other right of any person or entity;
4. Any content or data uploaded, posted, or otherwise transmitted through the Service by the Customer;
5. Any breach by the Customer of its data protection obligations under these Terms or applicable data protection laws when acting as a controller;
6. Any processing instructions given by the Customer that violate applicable data protection laws;
7. Any failure by the Customer to obtain all necessary consents and provide appropriate privacy notices to data subjects as required by applicable data protection laws.

16.2. Company Indemnification Obligations

The Company shall indemnify, defend, and hold harmless the Customer against all losses, damages, liabilities, costs, and expenses (including reasonable legal fees) incurred by the Customer as a result of:

1. Any material breach by the Company of its obligations under these Terms;
2. The Company's infringement of any third-party intellectual property rights in the provision of the Service (excluding any infringement resulting from Customer's use of the Service in violation of these Terms);
3. Any breach by the Company of its data protection obligations under these Terms or applicable data protection laws when acting as a processor;
4. Any act or omission by the Company's sub-processors that would constitute a breach of the data protection obligations imposed on the Company under these Terms;
5. Any regulatory fines or penalties imposed on the Customer as a direct result of the Company's non-compliance with data protection laws while processing personal data on behalf of the Customer.

16.3. Limitations and Requirements

16.3.1. Cap on Liability

Each party's total aggregate liability under this Indemnification section shall be subject to the limitations set forth in the "Limitation of Liability" section of these Terms.

16.3.2. Notification Requirement

The indemnified party must promptly notify the indemnifying party in writing of any actual or threatened claims that may give rise to indemnification obligations.

16.3.3. Cooperation

The indemnified party shall provide reasonable cooperation and assistance to the indemnifying party in the defense of any claim, at the indemnifying party's expense.

16.3.4. Settlement Authority

Neither party shall settle any indemnified claim without the prior written consent of the other party if such settlement would require the other party to take any action, refrain from taking any action, or admit any liability.

16.3.5. Sole Remedy

The indemnification provisions in this section represent the indemnified party's sole remedy for the covered claims.

16.4. Exclusions

The indemnification obligations under this section shall not apply to the extent that a claim arises from:

1. The indemnified party's non-compliance with these Terms;
2. The indemnified party's gross negligence, willful misconduct, or fraud;
3. The indemnified party's failure to mitigate damages as reasonably expected;
4. Force majeure events as defined in these Terms.

This Indemnification section survives termination of these Terms and continues for as long as either party retains any liability for actions occurring during the term of these Terms.

17. Governing Law

These Terms shall be governed by and construed in accordance with the laws of and the courts in England and Wales, without regard to its conflict of law principles. Notwithstanding the foregoing, nothing in this legal notice will preclude LearnCycle Limited from applying to any court to bring an action for the infringement of its intellectual property rights.

18. Assignment

Customers may not assign or transfer these Terms or any rights or obligations under these Terms without the Company's prior written consent. Any attempted assignment or transfer without such consent will be void. The Company may assign these Terms, in whole or in part, without restriction. These Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

19. Complaints and Disputes

If you are not happy with any aspect of the Service, the matter should be raised with the School Success Team. If they are unable to resolve the matter satisfactorily within a reasonable time then it shall be escalated to an appropriate senior LearnCycle representative. If the matter relates to data protection, then it shall instead be escalated to our Data Protection Team. If things go badly wrong, our appropriate senior LearnCycle representative or Data Protection Team representative may convene a meeting with an appropriate senior representative at your school to discuss the matter. If that fails to fix things, we suggest that the matter is resolved by mediation organised by CEDR.

20. Termination

20.1. Termination by the Company

The Company reserves the right to suspend or terminate a Customer's access to the Service:

- For material breach of these Terms
- For non-payment of fees after 30 days past due
- If Customer's use of the Service poses security risks
- If required by law or regulatory action
- For any other reasonable cause with 30 days' written notice

In cases of fraudulent activity or violation of applicable laws, termination may occur immediately and without prior notice.

20.2. Termination by the Customer

Customers may terminate their use of the Service at any time by contacting the Company directly, as outlined in the Fees and Payment section above.

20.3. Effects of Termination

20.3.1. Access to Services

Upon termination, Customer access to the Service will cease immediately or at the end of the current billing period, depending on the termination reason and timing.

20.3.2. Data Handling

School data will be retained for a maximum of two (2) years after termination as described in the Data Handling Agreement.

Customers may request earlier deletion of their data by contacting privacy@stylus.education

After the retention period, data will be anonymized as specified in the Data Handling section.

20.3.3. Refunds

- For Customer-initiated termination, any potential refunds will be processed according to the Refund Policy.
- For Company-initiated termination due to Customer breach, no refunds will be issued.
- For Company-initiated termination without Customer breach, pro-rated refunds for the unused portion of the current billing period will be issued.

20.3.4. Survival

The following sections will survive termination: Intellectual Property, Confidentiality, Limitation of Liability, Indemnification, and Governing Law.

21. Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole. Any such provision shall be deleted without affecting the remaining provisions contained herein, which shall continue to be valid and enforceable.

22. Changes to Service

The Company reserves the right to alter without notice the arrangements for access to the Service or to change the content, presentation, and/or facilities of the Service.

23. Copyright and Trademark

All material on the Company's website is the copyright material of the Company. Customers are permitted to print or download extracts solely for their own non-commercial individual

purposes. Any extracts so downloaded must bear an acknowledgment of the copyright owner.

24. Information about LearnCycle Limited

LearnCycle Limited trading address is 57 Ickburgh Road E5 8AF. Our UK registered company number is 15311335. Our email address is hello@stylus.education.