

KayScience Terms & Conditions and Privacy Policy

www.kayscience.com is a site operated by Kay Science Ltd. ('we'). We are registered in England and Wales under company number **13000582**. Our VAT registration number is 387614460 and have our registered office at 153 Tylecroft Road, London, SW16 4BJ. To contact us, please email info@kayscience.com

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site. KayScience refers to 'us' the business kayscience.com, and 'you' refers to your school or institution. We recommend that you print a copy of these terms for future reference.

These terms and conditions apply to the use of KayScience.com in schools. Our five-part terms and conditions: (1) **Intellectual Property Rights & General Terms** (2) **Paid Subscriptions** by a school (3) **Free Trial Subscription** by a school (4) **Free Quiz Subscription** by a school (5) **Our privacy policy**.

The Trial Subscription applies where your school is given access to a trial version of KayScience. The Paid Subscription terms apply once your school registers for a paid subscription and the trial terms no longer apply. The Free Quiz Subscription terms apply to all schools who sign up and use KayScience quizzes for free and will be ad supported through Google AdSense.

(1) Intellectual Property Rights & General Terms

We are the owner or the licensee of all intellectual property rights in our site, and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may not print off or download extracts of any page(s) from our site for your personal reference.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status, and that of any identified contributors, as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on our site. Although we try to update the information on our site, we make no guarantees that the content on our site is accurate, complete or up-to-date.

KayScience is not liable for any errors or false information included in their website or resources. KayScience is not liable for any offence or upset caused by information on our site. KayScience is also not liable for exam results or future career path and earnings as a result of the use of information on our site.

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KayScience is not liable for any errors or false information included in their website or resources. KayScience is not liable for any offence or upset caused by information on our site. KayScience is also not liable for exam results or future career path and earnings as a result of the use of information on our site.

(2) Free Trial Subscription Terms

These terms were written in June 2021, but we may revise any terms for our Free Trial Subscription terms at any point and without notice. Any changes to terms will be sent to relevant parties.

KayScience can agree to allow your school to use KayScience for a negotiable time period. If your school signs up for a trial, which includes students, teachers and any other user of KayScience, they must agree to the **Free Trial Subscription** terms and conditions. Failure to agree to abide by the trial terms constitutes reason for KayScience to terminate or prevent access to KayScience. Once your school agrees to sign up for a trial account to KayScience, then these terms equate to a written contract, which is legally binding between KayScience and you. Once you agree to sign up for a KayScience trial, you accept that we will process and handle data in line with our privacy policy.

Your school agrees to not to download, distribute, print or publish any content from KayScience.

KayScience will give you a limit of the number of classes, students and teachers that can be added during a **Free Trial Subscription**. Adding any more students or staff users above the user limit agreed between us and you would violate the terms and conditions of the Free Trial Subscription and could mean a termination of the free trial.

Only teachers and school staff can know or handle user information of the students during the trial, whereby students must only know their own login credentials.

All staff taking part in the trial must know it is a trial, and service of KayScience can be withdrawn without notice if KayScience feels it necessary.

Your school must accept that KayScience will not charge for the trial.

Your school must accept that the software and functionality used during the trial may be different to the Paid Subscription.

Because it is a trial, KayScience can't offer any warranties including your statutory warranties.

KayScience is not responsible for how KayScience is used in your school, this is the responsibility of your school. KayScience cannot be held accountable for the outcomes of your school.

KayScience will honour all Trial Subscriptions, and we will terminate your Trial on the previously agreed date. KayScience has the right to terminate a Trial Subscription without notice and without giving you a reason, leading to your school not being able to use KayScience.

(3) Paid Subscription Terms

These terms were written in June 2021, but we may revise any terms for our Paid Subscription terms at any point and without notice. Any changes to terms will be sent to relevant parties.

Once your school agrees to sign up for a Paid Subscription to KayScience, these terms equate to a written contract, which is legally binding between KayScience and your school.

Once you agree to sign up for a KayScience Paid Subscription, you accept that we will process and handle data in line with our privacy policy.

Your school agrees to not to download, distribute, print or publish any content from KayScience.

Only teachers and school staff can know or handle user information of the students during the Paid Subscription, students must only know their own login credentials.

Once we have agreed on a Paid Subscription, you will gain access to KayScience.com for the duration of the agreed time frame. Your school's paid subscription is for use in your school only or across your MAT if agreed. You can't transfer accounts between schools in a MAT if only one school has paid for a subscription. Once registered to be used in your school, KayScience can only be used in that one school.

For school or MAT Paid KayScience licences, all relevant information such as pricing + VAT, the start and end date of the subscription will be set out in the Purchase Order Request email.

KayScience will not auto renew your Paid Subscription. KayScience will contact you 60 days prior to your subscription's end date. If your subscription is not renewed, we will terminate your subscription one day after the date your subscription ends. After the end date of the Paid Subscription your school will no longer have access to KayScience videos, and your account will be downgraded to a Free Quiz Subscription with access only to our quizzes with ad supported features.

KayScience will give you a limit of the number of classes, students and teachers that can be added during a **Paid Subscription**. Adding any more students or staff users above the user limit agreed without notifying KayScience would violate the terms and conditions of the Paid Subscription and could mean a termination of use with no refund or payment for additional users at 12.99+VAT.

If you want to cancel your KayScience Paid Subscription, no refund will be given.

Once an agreement to sign up to a KayScience Paid Subscription has been agreed and your account has been set up, payment of your subscription fee is due within 28 days of the start of your subscription. If payment has not been made within 28 days of starting your KayScience Paid Subscription we reserve the right to suspend your access to KayScience.

Once your school has agreed to a Paid Subscription, we will set up your school onto the KayScience website so you can use KayScience. We will provide you with guidance regarding the setting up and use of KayScience. We will provide you with support and technical queries within a reasonable timeframe, and we will provide you with reasonable notice of any changes to the functionality and features of KayScience.

We are not able to provide technical support to individual students or the parents of students who are using the platform through a school's Paid Subscription. Any issues should be raised through school staff directly to us.

During the sign-up process for a Paid Subscription of KayScience you will nominate a primary contact from your school. This person will be the contact who we will liaise with for any KayScience queries. You will nominate a finance contact, who will be sent details of your subscription and be asked to raise purchase orders for your subscription and renewals. You will nominate a data protection contact. This person will be the contact for data protection/GDPR compliance. You may be required by your school to fill in a Data Protection Impact Assessment (DPIA) before you can use KayScience. We can't help you complete this document, as we're the data processor and it is important that the DPIA is completed by the Data Controller.

We do our utmost to ensure uninterrupted access to the Site is available 24/7, 365 days per year. However, access to the Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

We cannot be held responsible if for any reason the Site is unavailable at any time or for any period. We reserve the right to suspend access at any time for operational, regulatory, legal or other reasons. We will do our best to give you reasonable notice of any suspension.

We can't promise that KayScience will run 100% of the time, and in exceptional circumstances outside of our control where KayScience is down for 10 days, we will refund a pro-rata amount of your subscription fee for every day that KayScience access is suspended. If KayScience is down for more than 60 days, then you will be entitled to terminate your subscription early and be entitled to a pro-rata refund based on the time between 10 days after the interruption to the end of your subscription.

You are responsible for adopting and implementing KayScience and all teaching outcomes at your school. KayScience will take no blame for your school's poor performance even with high usage of KayScience by your pupils.

To set your school up to a KayScience account we will require a spreadsheet with student names and their class list to be emailed to us. Once emailed, the spreadsheet is downloaded and stored in a secure password protected folder, and the email is deleted. Once the spreadsheet with your student's details has been uploaded to our website's database, we delete any student information from all our systems.

We don't sell or share any of our data with any third party.

By signing up to KayScience you give us permission to publicise that your school uses KayScience on any of our social media platforms. KayScience will do this without using any identifiable information on your students or staff.

(4) Free Quiz Subscription Terms

These terms were written in June 2021, but we may revise any terms for our Free Quiz Subscription terms at any point and without notice. Any changes to terms will be sent to relevant schools.

Once your school agrees to sign up for a Free Quiz Subscription to KayScience.com, then these terms equate to a written contract, which is legally binding between KayScience and your school.

Once you agree to sign up for a KayScience Free Quiz Subscription, you accept that we will process and handle data in line with our privacy policy.

Your school agrees to not to download, distribute, print or publish any content from KayScience

Only teachers and school staff can know or handle user information of the students during the Paid Subscription, students must only know their own login credentials.

Once we have agreed on a Free Quiz Subscription, you will gain access to KayScience.com for the duration of the agreed time frame. Your school's paid subscription is for use in your school only or across your MAT if agreed. You can't transfer accounts between schools in a MAT if only one school has paid for a subscription. Once registered to be used in your school, KayScience.com can only be used in that one school.

When signing up for the Free Quiz Subscription you agree:

There is no access to any of our videos for any user, which includes staff and students

KayScience has the right to terminate a Free Quiz Subscription account without notice and without giving you a reason, leading to your school not being able to use KayScience.

Students can purchase KayScience accounts for themselves through the Free Quiz Subscription. If students pay for a private KayScience account through the school's Free Quiz Subscriptions and the school decide to pay for a Paid Subscription, then the student who paid for the account will not be entitled to a refund. The student will have two KayScience accounts, a private subscription and an account through the school.

Students who have purchased private accounts cannot be set homework by teachers and their video usage can't be monitored.

If a student makes a payment for a private subscription through the Free Quiz Subscription and the school then goes on to upgrade their subscription to a Paid Subscription, the student who has paid for a subscription has no rights to a refund.

When upgrading to a school Paid Subscription, KayScience cannot promise that all the quiz data will be transferred to the new Paid subscription and that student quiz data, and all tracked data might be lost during the transfer.

(5) Our 100% Grade 5+ Money Back Guarantee

Your money back guarantee is only redeemable for **individual pupils** if they have:

1. achieved at least 80% on each quiz
2. Every video must have been watched all the way through to 100% of video viewed
3. All the gap fills and quizzes must be completed with evidence of the pupil's work documented

Only with evidence of points 1 to 3 above will the cost of that single user who did not achieve the grade 5 be refunded. Failure to provide evidence for the user not having completed points 1-3 will result in no refund for the individual user. Any pupil who achieves a grade 5 or above will automatically waive their rights to a refund.

Example: You year 11 cohort is 200 pupils. 150 pupils achieve a grade 5 and 50 pupils achieve a grade 4 or lower. Of those 50 pupils 48 pupils did not achieve at least 80% on each quiz, or not every video was watched all the way through, or they did not complete all the gap fills and quizzes embedded in the videos. Those 48 pupils would **not** be eligible for a refund. 2 pupils did do points 1 to 3 above and this is evidenced. Your institution **would** be eligible for a full refund on those **2 pupils only**. Any pupil who achieves a grade 5 or above will automatically waive their rights to a refund.

(6) Our Privacy Policy

For more detail, please refer to our full Privacy Policy in the footer of the KayScience.com homepage.

The company (KayScience) is the Data Processor and the school is the Data Controller. Where the company is asked to otherwise process client held information we will only act on the instructions of the controller. KayScience will only engage sub-processors with the prior consent of the controller and under a written contract. KayScience will assist the controller in providing subject access and allowing data subjects to exercise their rights under the GDPR. KayScience will only process the data received from schools for the sole purpose of your school using KayScience in an educational setting.

KayScience will not change the terms of service without notifying you.

KayScience staff access:

KayScience staff and our subcontractors agree to always abide by a Security and Data Protection Policy.

Student and staff processed data:

The only data we store on our secure server is to make your school account function. The stored data includes any names that make a teacher or student identifiable so they can use KayScience, and any email address that allows a teacher to use KayScience.

The following describes the data KayScience will store on the secure KayScience.com server to allow your school to access and use KayScience:

- School name
- School address
- School telephone number
- The email address for each teacher that signs up through the school
- Pupil's first name and surname as supplied by the school
- The class codes as supplied by the school

The personal data of school staff that we process and the purposes for doing so are as follows:

KayScience will ensure that people processing the data are subject to a duty of confidence and take appropriate measures to ensure the security of processing. We process staff names and staff contact information which is provided to us by school. This is to create accounts for members of staff, to distinguish between staff in schools, and to be identifiable to students when work is set. If a member of staff wishes to remove their name or email address from KayScience, they can delete their account, which deletes their data from our systems.

KayScience will not pass, copy or otherwise share any data with other parties unless under legal obligation, if we are required to do so to fulfil the obligation of this contract, or by prior agreement with the client.

We process student names provided to us by school as follows:

The identifiable data we receive from you will only be the student's first name, surname and their class code. This is to create accounts for students, to distinguish between students in different classes, and to be identifiable to staff when work is set for the students. KayScience does not ask for a pupil's UPN number or admission number.

We will not **ask** for any student emails, dates of birth or any other data that makes the student identifiable. Although we will not **ask** for student email addresses, there **is** an option for schools to add student emails. Students **can** also add their own email address in their profile. We will not contact students via their email addresses.

Processing IP addresses:

KayScience processes IP addresses to track a student or user's interaction with the website for analytics, support and product development.

KayScience may process users' full IP addresses for essential security management and essential user support. We may also use IP addresses to assist with security and recognising trusted user devices.

KayScience will collect data from our video hosting partners, whereby we may use their analytics to analyse metadata for our videos. We do not use or analyse this aggregate data in any way that would make data identifiable at an individual or school level.

Security and encryption:

When student data is sent to us to start a school account, the data is immediately stored in encrypted folders on a secure cloud server with 2-step-verification to access the cloud server. Our email server requires-2 step-verification for access. All student data is deleted once the account has been created. KayScience does not store any identifiable data except on our website's secure server.

Data supplied to KayScience by the school is then uploaded onto our website's server, which is encrypted.

KayScience does not store any data on any external or internal hard drives.

KayScience adheres strictly to the terms of the General Data Protection Regulation (GDPR) as it applies in the UK, tailored by the Data Protection Act 2018.

Deleting and retaining data:

KayScience will only retain data for as long as required. KayScience will delete all or any aspects of the data that we are asked to delete. We retain personal data on our platform for as long as necessary. If a user requests that we delete their data, we will delete their data within 5 working days. After a dormant period of 24 months, the user's personal information is deleted by KayScience. This means all data fields that can be used to identify an individual are removed.

KayScience will delete or return all personal data to the controller as requested at the end of the contract; and submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the UK.

Data and security breaches:

KayScience will assist the controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments. We take all reasonable, necessary precautions to ensure that your data is secure and to recognise and then mitigate the risks to security and privacy. In the unlikely event that a significant data or security breach were to occur, KayScience will contact the Data Controller and comply with all statutory reporting duties. If there is a security breach of any sort, this breach will be reported to the ICO, the Data Controller and any other authorities within 72 hours. Any data breach will also be reported to any school affected.

Cookies:

A cookie is a string of information that a website stores on a visitor's computer. KayScience uses cookies for purposes such as helping us to identify and track visitors' usage and preferences. You can disable cookies in your browser if you wish to, although this may mean that some features of our website do not work as they should.