

KayScience Terms & Conditions and Privacy Policy For Educational Institutions

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 we have our registered office at 2 Braeside Road, London, SW16 4BG. 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 and any educational institutions e.g. tuition centres.

Our five-part Terms and Conditions and Privacy Policy includes the following:

- (1) Intellectual Property Rights & General Terms**
- (2) Free Trial Subscription Terms**
- (3) Paid Subscription Terms**
- (4) Our 100% Grade 5+ Money Back Guarantee**
- (5) Our privacy policy**

The Free Trial Subscription applies where your school is given access to a trial version of KayScience for an agreed time period. The Paid Subscription terms apply once your school registers for a paid subscription and the trial terms no longer apply.

These terms were originally written in June 2021, and this version is the latest version dated November 2023. We may revise these terms at any point, and without notice. Any changes to terms will be sent to relevant parties, and updated on [KayScience.com](https://www.kayscience.com)

Schools and educational institutions act as the Data Controller for student and teacher personal data processed for educational purposes.

KayScience acts as a Data Processor when processing student and teacher account data strictly on the documented instructions of the school.

KayScience also acts as an independent Data Controller for personal data processed for platform security, service analytics, billing, product improvement, and communications with school staff.

Where KayScience acts as an independent Data Controller, personal data is processed on the basis of legitimate interests (Article 6(1)(f)) or contractual necessity (Article 6(1)(b)), depending on the nature and purpose of the processing.

(1) Intellectual Property Rights & General Terms

KayScience is 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.

For the purpose of these Terms and Conditions we refer to any downloadable and printable booklets and worksheets, including booklets or worksheets made from the worksheet generator as resources. We refer to any material viewable only within videos as video content. We refer to any material produced in the LSQ maker as LSQ maker material.

Your school agrees to not screenshot, download, distribute, host, print, copy, or publish any video content from any KayScience videos on any platform. You must not use any KayScience illustrations, photographs, video or audio sequences or any graphics in your own resources. You may not screenshot or print any images of our videos for any reason e.g. using screenshots in a resource you have created for your own lesson. By not following these terms we reserve the right to terminate your KayScience account without compensation and without notice.

Your school agrees to not screenshot, download, distribute, print, copy, or publish any LSQ Maker material. By not following these terms we reserve the right to terminate your KayScience account without compensation and without notice.

Your school agrees that you are able to download resources from our resources page and worksheet generator, and that you can distribute them only with students and staff of your school. You must not modify or edit any paper or digital copies of any materials you have printed or downloaded in any way. KayScience resources are to be used as they are found on KayScience. Distributing KayScience resources outside of your institution is not permitted, and we reserve the right to terminate your KayScience account without compensation and without notice.

KayScience resources can only be used whilst you have a Free Trial or Paid Subscription. Once your subscription has ended, all resources must be deleted from your devices and can no longer be used in your institution, unless you sign up to another Paid Subscription.

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 breach any of these terms of use, your right to use our site will cease immediately and you must 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 provides educational software for use by schools. Decisions regarding implementation, pastoral support, and student outcomes remain the responsibility of the school.

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.

Videos linked from YouTube are not the property of KayScience, unless they are KayScience videos.

No YouTube video is paywalled. This means you do not need to pay, or have a KayScience account, or a subscription in order to access them. Any YouTube video hosted on KayScience.com is freely accessible by clicking on **Videos & Quizzes** without the requirement of logging in. When you have signed up for a Trial or Paid KayScience account, YouTube videos will also be accessible, and will continue to be freely accessible without a KayScience subscription.

All quiz questions linked to a YouTube video have been created by KayScience and we do not take responsibility for the quiz content not matching the YouTube video perfectly. The content of the YouTube video and its availability is not the responsibility of KayScience.

Students can use the KayScience quizzes independently from the YouTube videos.

When setting quiz tasks on KayScience, you are paying for the ability to set the quiz, the intellectual copyright of the quiz, and the ability to see what scores the students have achieved on the KayScience software. You are not paying for the ability to watch a YouTube video, as these videos are freely available and are not behind a paywall. If you chose to set the YouTube video to accompany a quiz you do so understanding that this is optional, and you can set the quiz without attaching the associated YouTube video.

KayScience is not responsible for the Privacy Policy and Terms and Conditions if a student leaves KayScience to YouTube or any subsequent websites visited by the student.

(2) Free Trial Subscription Terms

Once your school agrees to sign up for a Free Trial 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 Free Trial Subscription, you accept that we will process and handle data in line with our privacy policy.

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.

During the agreed time period of the **Free Trial Subscription**, KayScience will allow you to add as many classes, students and teachers as you want.

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 have fewer features available compared 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.

When you sign up for a KayScience Free Trial you agree to receive email correspondence from KayScience that keeps you up to date on new features, any changes to features or policies, any changes to pricing, and information on signing up. These emails are sent so changes to KayScience don't negatively impact your experience of KayScience. To opt out, email info@kayscience.com to request removal from the email list, or press '*unsubscribe*' in the footer of the email, if there is this option in the email.

You can opt out of non-essential marketing emails at any time using the unsubscribe link (where available) or by contacting info@kayscience.com. We may still send essential service communications relating to security, contractual matters, and significant changes affecting your use of KayScience.

(3) Paid Subscription Terms

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.

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 we reserve the right to terminate your KayScience account with no refund.

Once you have agreed to 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, 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 prior to your subscription's end date. If your subscription is not renewed, your subscription will end one day after the date your subscription ends.

After the end date of the Paid Subscription your school will no longer have access to paid KayScience features such as videos, resources, LSQ Maker and the Worksheet Generator.

If you want to cancel your KayScience Paid Subscription during an active 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 30 days of the start of your subscription. If payment has not been made within 30 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.

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.

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 30 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.

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

When highlighting KayScience success stories, KayScience will use teacher's tweets that can be embedded on KayScience.com. KayScience will only add these tweets with the permission of the teacher.

When you sign up for a KayScience Paid Subscription you agree to receive email correspondence from KayScience that keeps you up to date on new features, any changes to features or policies, and any changes to pricing. These emails are sent so changes to KayScience don't negatively impact your experience of KayScience. To opt out, email info@kayscience.com to request removal from the email list, or press '*unsubscribe*' in the footer of the email, if there is this option.

When your Paid Subscription expires email info@kayscience.com to opt out from receiving email correspondence regarding new features or changes to our pricing structure.

(4) 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 on KayScience
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 1-3 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: Your 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.

(5) KayScience Privacy Policy

For more detail on individual users, please refer to our full individual user Privacy Policy, the link to the documentation is in the [link here](#).

Both parties acknowledge the obligation to adhere to all relevant data protection and privacy laws and regulations in connection with your use of KayScience. The General Data Protection Regulation, which has been incorporated into UK law and customised through the Data Protection Act 2018 (UK GDPR), mandates that any processing of personal data by a data processor acting on behalf of a data controller be governed by a contract. The clauses below outline the terms governing our processing of personal data both as a data processor acting on behalf of your school and, where applicable, as an independent data controller in accordance with UK GDPR. The terms 'processing,' 'personal data,' 'data processor,' 'data controller,' 'data transfer,' and 'data subjects' are employed in accordance with the definitions provided in the UK GDPR. It's important to note that our Privacy Notice for Schools also applies to our handling of personal data on your school's behalf.

We do not sell personal data. Personal data is only shared with approved sub-processors acting on our behalf under GDPR-compliant Data Processing Agreements and solely for the purpose of delivering the KayScience service.

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

All our staff and subcontractors are required to agree that they will abide by a Security and Data Protection Policy at all times. We will remain liable to you for all the acts and omissions of our sub-processors in respect of their processing activities for us as if they were our own. Personal data may be processed outside the UK or European Economic Area where approved sub-processors are located outside these regions. In such cases, data transfers are safeguarded using appropriate measures, including Standard Contractual Clauses in accordance with Article 46 UK GDPR.

Children's Personal Data

KayScience is designed for use in educational settings and processes personal data relating to children only under the authority of schools and educational institutions.

Schools act in loco parentis and are responsible for informing parents and students about the use of KayScience. KayScience does not carry out profiling, behavioural advertising, or automated decision-making in relation to students.

KayScience does not send marketing communications to students and does not monetise student data. Parents and guardians may exercise data protection rights on behalf of their child by contacting the school, which will liaise with KayScience as required.

School data being processed

The only data we process on our secure server is to make your school account function so that your students and teachers can use KayScience in an educational setting. The processed 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 categories of personal data KayScience may process if such data is provided by the Data Controller and the purposes for doing so:

- School name, address, and telephone number
 - To provision the KayScience account to a school
- The email address and name for each teacher that uses KayScience through your school
 - To provision accounts
 - To distinguish between teachers in school and MAT accounts
 - To assist with the provision of an education to students
- The email address (optional) of the student that uses KayScience through your school
 - To provision accounts for student-level accounts with personalised logins
 - To assist with the provision of an education to students on KayScience.com
- Student's first name and surname as supplied by the school
 - To provision accounts
 - To distinguish between students in a teacher's class
 - To assist with the provision of an education to students on KayScience.com
- The class codes of students as supplied by the school
 - To provision accounts
 - To distinguish between students in a teacher's class
 - To assist with the provision of an education to students
- IP addresses (IP addresses are not supplied by the Data Controller) processing
 - To prevent DDoS attacks
 - To identify trusted and frequently used devices
 - To track a user's interaction with the website for analytics, support and product optimisation
 - To assist with the provision of an education to students on [KayScience.com](https://kayscience.com)
- Unique Pupil Number (UPN) as supplied by the school
 - To provision and maintain accurate student accounts
 - To securely match and synchronise student records (for example via MIS integrations such as Wonde)
 - To distinguish between students with similar names
 - To assist with the provision of an education to students on KayScience.com

Uploading student data to KayScience to provision student accounts

There are two methods that KayScience can upload student data stated above to our database so that KayScience can be used in your school. KayScience uses a third party MIS integration service called Wonde to access MIS information from schools. Wonde automatically syncs the classes and student names to KayScience based on the class codes you provide us. Wonde updates and syncs data in KayScience once every 24 hours.

The cost of using of Wonde during a trial period is £0 - there is no fee. If you choose to sign up to a Paid KayScience school account and you choose to use Wonde, the cost is £60+VAT.

If your school's MIS system is not compatible with Wonde or if you opt not to utilise Wonde with your KayScience Paid School Account, we will upload your students and classes using a CSV or Excel file. After we set your account up it will be your responsibility to maintain and update class lists as needed, such as at the start of a new school year, to ensure data accuracy. You must promptly make these updates when changes are necessary, and we are not accountable for any problems arising from your failure to do so. Please be aware that transmitting personal data via CSV or Excel file upload is not as secure as using an MIS migration tool and is done at your own risk.

- Uploading students via your school's MIS via Wonde:
 - [This is a link to Wonde's terms and conditions](#)
 - With your permission we will make a request to your school's Wonde account, which will be accepted by your school
 - You will provide us with the class codes to sync to KayScience
 - KayScience will then read the student data stated above and write this data to KayScience.
 - This is will provision accounts for student-level accounts with personalised logins
- Uploading students via CSV or Excel files:
 - You will provide us with a spreadsheet formatted in the KayScience student upload spreadsheet
 - This spreadsheet will contain the first column: student first name, second column: student surname, third column: student email address (optional), fourth column: student year group, fifth column: student class code
 - You must also state whether each class is KS3, GCSE Combined, or GCSE Separate
 - You must state the exam board of your GCSE classes
 - Once uploaded KayScience will not change class codes or move students between sets. This is the sole responsibility of your school.

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

KayScience ensures that individuals authorised to process personal data are subject to appropriate confidentiality obligations and that appropriate technical and organisational measures are in place to protect personal data.

KayScience may process staff names, email addresses and other relevant contact information provided by the Data Controller. This information is used to create and manage staff accounts, distinguish between users within schools and Multi-Academy Trusts, provide access to KayScience services, provide support, and identify teachers to students where appropriate, for example when work is set.

Where a member of staff no longer requires access to KayScience, their account and associated personal data can be deleted in accordance with our data retention and deletion procedures.

KayScience does not sell personal data. Personal data may be shared with approved sub-processors only where necessary to provide, secure and support the KayScience service. Sub-processors are subject to appropriate contractual and data protection requirements. Personal data may also be disclosed where required by law. A current list of approved sub-processors is maintained in our Sub-Processor Register.

Student personal data:

KayScience may process a student's first name, surname, class information, Unique Pupil Number (UPN) where supplied by the school, optional email address, account information, quiz and assessment responses, and relevant usage and performance data for the purpose of providing educational services through KayScience.

This information is used to create and maintain student accounts, distinguish between students and classes, allow teachers to set and review work, record student progress and performance, and provide educational functionality within KayScience.

Where provided by the school, KayScience may process Unique Pupil Numbers (UPNs) strictly for the purposes of securely matching, synchronising and maintaining accurate student records, including through MIS integrations such as Wonde. UPNs are used as internal identifiers, are not visible to students and are not used for profiling, marketing or other non-educational purposes.

Students may submit answers to educational questions and quizzes through KayScience, including free-text responses where a question requires a written answer. These responses are stored as part of the student's educational activity and may be made available to authorised school staff through KayScience, including through Question Level Analysis (QLA).

Student email addresses are optional and may be provided by the school or added to a student account. Where an email address is provided, it may be used for account access and password recovery. KayScience does not use student email addresses to send marketing communications to students.

KayScience does not require students to provide dates of birth and does not intentionally collect special category personal data as part of the standard KayScience service.

Processing IP addresses and usage data:

KayScience may process IP addresses where necessary for the security, operation and support of the KayScience platform. This includes protecting the service against malicious activity and DDoS attacks, recognising trusted devices, investigating technical or security issues and providing user support.

Where analytics or other non-essential processing requires consent, such processing will only take place where the appropriate consent has been obtained.

KayScience also processes educational usage data, including questions answered, quiz performance and video watch time. This information is used to provide the KayScience service and enable authorised school staff to review student activity and performance.

KayScience uses Mux to host and deliver video content. Mux provides video usage information, including watch-time data, which is recorded within KayScience and may be displayed to authorised teachers as part of the student performance information available through the platform.

Security and encryption:

When the Data Controller sends us data for processing, the data is immediately processed. Data supplied to KayScience by the school is uploaded onto our website's server, which is encrypted.

Data is processed on KayScience, which requires 2-step verification for administrative access. Our email service also requires 2-step verification for access.

KayScience does not store personal data on local employee devices. Personal data is stored securely within encrypted cloud infrastructure.

KayScience's primary production environment, including its application server and database, is hosted by Vultr within the United Kingdom. Personal data stored within the KayScience production environment is therefore hosted within the UK.

KayScience securely backs up school data and usage data daily. These backups are encrypted and stored within KayScience's UK-hosted Vultr environment and are retained in accordance with our data retention policy.

Certain approved sub-processors used by KayScience may process limited personal data or usage data outside the UK. Where personal data is transferred outside the UK, appropriate safeguards are implemented in accordance with UK GDPR, including applicable contractual safeguards and transfer mechanisms.

A current list of KayScience sub-processors, including their purpose, the categories of data processed and their locations, is maintained separately in our Sub-Processor Register.

Deleting and retaining data:

KayScience retains personal data only for as long as necessary to provide the KayScience service and to meet applicable legal, contractual and regulatory requirements.

If the Data Controller instructs KayScience to delete personal data, we will delete or anonymise the relevant data without undue delay and, where practicable, within 5 working days.

At the end of the contract, or upon the documented instruction of the Data Controller, KayScience will delete or return student and teacher personal data in accordance with the Data Controller's instructions and our retention policy. This includes the removal of personal data that can be used to identify an individual, including names, contact details, Unique Pupil Numbers (UPNs), and associated internal identifiers.

KayScience takes encrypted daily backups of its production environment. Backup copies are retained for up to 30 days before being automatically deleted in accordance with our backup retention schedule. Where personal data has been deleted from the live production environment, residual copies may therefore remain within encrypted backups for up to 30 days before being automatically deleted.

Personal data is securely deleted in accordance with our retention procedures, and deletion records are maintained where appropriate.

KayScience will assist the Data Controller in meeting its obligations under Article 28 UK GDPR, including providing information reasonably necessary to demonstrate compliance and cooperating with appropriate audits and inspections. KayScience will inform the Data Controller if, in its opinion, an instruction infringes UK GDPR or other applicable UK data protection law.

Data and security breaches:

KayScience will assist the Data Controller in meeting its obligations under UK GDPR in relation to the security of processing, personal data breaches and data protection impact assessments.

KayScience takes appropriate technical and organisational measures to protect personal data and to identify, assess and mitigate risks to the security and privacy of personal data.

In the event of a personal data breach affecting data processed on behalf of a school, KayScience will notify the affected Data Controller without undue delay after becoming aware of the breach and will provide relevant information regarding the nature and potential impact of the incident.

KayScience will take appropriate steps to contain, investigate and remediate the breach and will cooperate with the Data Controller in meeting its statutory reporting obligations, including notification to the Information Commissioner's Office (ICO) and affected individuals where required under UK GDPR.

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. KayScience uses essential cookies required for the operation and security of the platform.

Non-essential cookies, including analytics cookies, are used only where consent has been obtained.

Users can manage cookie preferences via the cookie consent banner and may withdraw consent at any time.

Further information is available in our Cookie Policy.