



WONDE TERMS AND CONDITIONS

This Agreement details the licence Wonde Ltd ("we" or "us") grants to schools and users (to include pupils, students, teachers and/or parents (Users)) and governs their use of Wonde Single Sign-On, the <https://wonde.com> website (Site) and Wonde apps (Apps) together all known as (Wonde). By subscribing (both on a paid for, free and/or trial basis) to and/or using Wonde and/or the Site and/or the Apps, the schools and users are agreeing to the terms that appear below.

1. GENERAL

- 1.1. Users' access to and use of Wonde is conditional on their acceptance and compliance with the terms, conditions, notices and disclaimers contained within this Agreement, the Site and the Apps.
- 1.2. User's access to and use of Wonde constitutes their agreement to be bound by the Terms and Conditions. If you do not agree to any of the Terms and Conditions, you must immediately cease using Wonde.
- 1.3. We reserve the right to revise and update the Terms and Conditions at any time effective on the date of posting to the Site the new and/or revised provisions.
- 1.4. All Users must agree to the Wonde Privacy Policy (Privacy Policy). Access to and use of Wonde constitutes the User's agreement to be bound by the Privacy Policy and constitutes the User's consent to the collection, storage, use and dissemination of the User's personal information in accordance with the Privacy Policy.
- 1.5. All Schools must agree to comply with the Terms and Conditions contained in the Schedule (Data Protection with Schools). Access to and use of our products and services, including Wonde, constitutes the School's (and their Users') agreement to be bound by the Schedule, and constitutes the School's consent to the processing and handling of their Users' personal data by us in accordance with the Schedule and our Privacy Policy.
- 1.6. We agree to comply with the Terms and Conditions contained in the Schedule (Data Protection with Schools).

2. SUBSCRIPTIONS

- 2.1. In order to access and use Wonde, all Users must be attached to a school who has a valid subscription or trial. All access and use of Wonde is strictly limited to the User's subscription period (or where applicable, trial period). Unless agreed otherwise in writing, the default trial period for the use of any Apps for any school shall be 6 months from the date of initial installation and the use of the Apps shall be free of charge for that period. At the expiry of such trial period, Wonde shall have the right to charge schools on a yearly basis for the continued use of those Apps at the then current rates published from time to time. Any failure by Wonde to charge schools directly after the

- trial period shall not prejudice or compromise the right for Wonde to directly charge the school for such amounts at any time.
- 2.2. If a subscription period (or where applicable, trial period) expires and the User has not applied for a new subscription or paid for such subscription, then Wonde shall have the right to immediately terminate a school/User's account.
 - 2.3. All pupil/child data will be automatically deleted by us on the date 12 weeks after the date of expiry of a trial or subscription, if the school has not subsequently renewed their subscription or trial.
 - 2.4. Unless expressly agreed with us in advance, each school must have their own separate subscription to Wonde, and subscriptions cannot be shared by multiple schools, whether within the same ownership, academy trust or federation or otherwise. If a school is found to be sharing its subscription to Wonde with any other school without our prior permission it's account may be immediately terminated by us.
 - 2.5. We reserve the right to temporarily suspend and/or cancel unpaid subscriptions.
 - 2.6. Once a subscription is taken out by a School or organisation, no refunds will be offered except in the event the goods/services are faulty and cannot be repaired or replaced, or otherwise in accordance with applicable statutory consumer protection laws.
 - 2.7. Users of the Site and/or Apps are liable for their own internet usage and mobile device charges. It is the responsibility of Users to ensure their computers, mobile devices and internet access is sufficient to access Wonde.
 - 2.8. Any User found to be intentionally misusing the Site or Apps (e.g. hacking or sending fraudulent results) will have their subscriptions revoked without refund.
 - 2.9. Users must protect their usernames and passwords from unauthorised use.
 - 2.10. We reserve the right to levy additional charges for access to resources beyond the scope of the initial subscription. Discounts may be available to Users who also subscribe to other products operated by us, albeit these are offered entirely at our discretion.

3. OWNERSHIP OF CONTENT

- 3.1. All materials displayed on the Site and the Apps, including without limitation all information, text, materials, graphics, software, tools, results derived from the use of software and tools, advertisements, names, logos and trademarks, the Site and the Apps (Content) are protected by copyright, trademark and other intellectual property laws unless otherwise indicated.
- 3.2. Copyright in the Site (including text, graphics, logos, icons, sounds recordings, computer code and software) and the Content is owned or licensed by Wonde Ltd (Company Number 08645640). Except as expressly authorised by these Terms and Conditions, or by legislation or statute, Users must not in any form or by any means:
 - 3.2.1. adapt, copy, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Content; or

- 3.2.2. commercialise any information, products, or services obtained from any part of the Content.
- 3.3. Users must not modify, copy, reproduce, republish, frame, download onto a computer, upload to a third party, post, transmit, share or distribute this Content in any way except as expressly provided for in these Terms and Conditions or with our express prior written consent.
- 3.4. Users must not use the Content for commercial purposes without first obtaining our prior written consent.

4. ACCESS TO AND USE OF WONDE

- 4.1. Users must not access or use the Site or the Content in any manner or for any purpose which:
 - 4.1.1. is illegal or prohibited by any laws that apply to the User;
 - 4.1.2. violates our rights in any way;
 - 4.1.3. is prohibited by the Terms and Conditions.
- 4.2. Users must take their own precautions to ensure that the process, which they employ for accessing the Site and the Apps, does not expose them to the risk of viruses, malicious computer code, or other forms of interference, which may damage their own computer system or mobile device. We do not accept responsibility for any interference or damage to users' own computer systems, mobile devices or data, which arises in connection with their access and/or use of the Site and/or Apps.

5. DISCLAIMER AND LIMITATION OF LIABILITY

- 5.1. Although we have no reason to believe that any information contained within Wonde, including our Site and/or Apps, is inaccurate, we do not warrant the accuracy, adequacy or completeness of the information, nor do we undertake to keep the Site or Apps updated.
- 5.2. We do not accept responsibility for loss suffered as a result of your reliance on the accuracy or currency of information contained in the Site or Apps. We and our directors, officers, agents, employees and contractors do not guarantee or warrant the Site and Apps will be uninterrupted, without delay, error-free, omission-free, or free of viruses. The Content is provided "as is" without warranties of any kind, express or implied, including as to accuracy, timeliness and completeness.
- 5.3. Neither we, nor our directors, officers, agents, employees or contractors will be liable for any loss or damage, howsoever arising (whether in negligence or otherwise) in connection with Users' use of, and/or access to, Wonde, the Site, the Apps, the Content, or any omissions from the Content, save where legislation states otherwise.

6. INDEMNITY

All Users must indemnify us and our directors, officers, agents, employees and contractors and keep us and all of them indemnified against all losses, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from any breach by the User of the Terms and Conditions.

7. TERMINATION

We may terminate access to the Site at any time without notice. These Terms and Conditions will nevertheless survive any such termination.

8. ADVERTISING AND LINKS TO OTHER WEBSITES

8.1. The Site may contain links to third party sites (Linked Sites). Linked Sites are not under our control and we are not responsible for the content of any Linked Site. We provide these hyperlinks to you as convenience only, and the inclusion of any link does not imply any endorsement of the Linked Site by us or our directors, officers, agents, employees and contractors. Users link to any Linked Sites entirely at their own risk.

8.2. Neither we nor our directors, officers, agents, employees or contractors give any representation or warranty as to the reliability, accuracy, or completeness of any Linked Sites, nor do we accept any responsibility arising in any way for any errors in, or omissions from, any Linked Sites.

9. GENERAL

9.1. This Agreement shall be governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with these Terms and Conditions.

9.2. If any of the Terms and Conditions are held to be unenforceable, invalid or illegal for any reason, the remaining Terms and Conditions will nevertheless continue in full force.

SCHEDULE TO THE TERMS AND CONDITIONS

DATA PROTECTION WITH SCHOOLS

1. DEFINITIONS

- 1.1. In this Schedule, the following terms shall have the following meanings:
- 1.1.1. "Controller", "Processor", "Data Subject", "Personal Data" and "Processing" (and "Process") shall have the meanings given in Applicable Data Protection Law as amended from time to time;
 - 1.1.2. "Applicable Data Protection Law" shall mean Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
 - 1.1.3. "Company" means Wonde Ltd (Company Number: 08645640) whose registered office is at Furlong House, 2 Kings Court, Newmarket, Suffolk, England, CB8 7SG;
 - 1.1.4. "School" means the relevant school or establishment using the Product;
 - 1.1.5. "Data" means all Personal Data shared or processed as applicable by either the data Controller or Processor.
 - 1.1.6. "School Data" means Personal Data relating to students, parents and guardians, and staff at the School, and other data regarding the school, including year group information;
 - 1.1.7. "Business Data" means Personal Data relating to staff at the School, the Apps and the Company to enable the Company to operate its business. This includes, but is not limited to, account contact information, billing and invoice information, support cases, marketing engagement and anonymised product usage data.
 - 1.1.8. "Product" means Wonde, the <https://wonde.com> website (the "Site") and Wonde apps (the "Apps");
- 1.2. A reference to writing or written includes faxes, emails and writing in any electronic form.

2. GENERAL PROVISIONS

- 2.1. By continuing to use the Product, and by providing the Company with the School Data, the School agrees to the terms of this Schedule.
- 2.2. The School and the Company acknowledge that, for the purposes of Applicable Data Protection Law, the Company is a Processor and the School is a Controller in respect of the School Data comprising Personal Data described in Annex A to this Schedule (the "School Data").

- 2.3. The School and the Company acknowledge that, for the purposes of Applicable Data Protection Law, the Company is a Controller in respect of the Business Data comprising Personal Data described in Annex A to this Schedule (the "Business Data").
- 2.4. The Company and the School shall comply with all Applicable Data Protection Law in respect of the Processing of the Data.
- 2.5. The Company shall Process the School Data as a Processor for the purposes described in Annex A to this Schedule and otherwise strictly in accordance with the instructions of the School (the "Permitted Purpose"), except where otherwise required by any EU (or any EU Member State) law applicable to the Company.
- 2.6. The School hereby instructs and authorises the Company to process the Data for the purposes described in Annex A to this Schedule, and as otherwise reasonably necessary to enable the Company to provide the Product to the School.
- 2.7. The School warrants and represents that it has a lawful basis (pursuant to Applicable Data Protection Law) for supplying all Data to the Company in connection with the School's use of the Product and the lawful Processing of the Data by both the School and the Company for the purposes set out in this paragraph 2. The School shall indemnify the Company against all costs, claims, damages, expenses, losses and liabilities incurred by the Company arising out of or in connection with any failure (or alleged failure) by the School to have a lawful basis for Processing Data.

3. CONFIDENTIALITY OF PROCESSING

- 3.1. The Company shall ensure that any person that it authorises to Process the Data (including the Company's staff, agents and subcontractors) (an "Authorised Person") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty or otherwise), and shall not permit any person to Process the Data who is not under such a duty of confidentiality.
- 3.2. The Company shall ensure that all Authorised Persons Process the Data only as necessary for the Permitted Purpose.

4. SECURITY

- 4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing to be carried out by the Company, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Company shall implement appropriate technical and organisational measures to protect the Data from (i) accidental or unlawful destruction, (ii) accidental loss, alteration, unauthorised disclosure or access, and (iii) any other breach of security ((i), (ii) and (iii) together, a "Security Incident" in each case appropriate to that risk.

5. SUBCONTRACTING

- 5.1. The Company may appoint sub-contractors to carry out any or all of its Processing activities in accordance with the terms of this paragraph 6.
- 5.2. The School hereby authorises the Company to appoint third parties to provide web and app development services to the Company in connection with the Product, and third parties to provide electronic data storage and transmission services to the Company in connection with the Product.
- 5.3. The School hereby authorises the Company to appoint the sub-contractors listed in Annex B to this Schedule to carry out Processing activities in connection with the Data. The Company shall use reasonable endeavours to promptly notify the School of any changes to the identity of such third parties from time-to-time.
- 5.4. Save as permitted by paragraphs 6.2 and 6.3, the Company shall not appoint any other sub-contractor in connection with the processing of the Data without the prior permission of the School.
- 5.5. Where the Company appoints a sub-contractor pursuant to this paragraph 6, it shall ensure that the Company imposes data protection terms on any sub-contractor it appoints that protect the Data to the same standard as those provided for in this schedule, and meet the requirements of Applicable Data Protection Law.
- 5.6. The Company acknowledges that it remains fully liable for the acts, errors or omissions of any of its sub-contractors in respect of the Processing of the Data.

6. COOPERATION AND DATA SUBJECTS' RIGHTS

- 6.1. The Company shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to the School (at the School's expense) to enable the School to respond to:
 - 6.1.1. any request from a Data Subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and
 - 6.1.2. any other correspondence, enquiry or complaint received from a Data Subject, regulator or other third party in connection with the processing of the Data.
- 6.2. In the event that any such request, correspondence, enquiry or complaint is made directly to the Company, the Company shall promptly inform the School providing full details of the same and the School shall provide all reasonable and timely assistance to the Company to enable the Company to take appropriate action.

7. DATA PROTECTION IMPACT ASSESSMENT

- 7.1. If the Company believes or becomes aware that its Processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall promptly inform the School and provide the School with all such reasonable and timely assistance as the School may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.

8. SECURITY INCIDENTS

- 8.1. Upon becoming aware of a Security Incident, the affected party shall inform the other party without undue delay and shall provide all such timely information and cooperation as the other party may reasonably require including in order for the affected party to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law.
- 8.2. The parties shall each further take all such measures and actions as are reasonably necessary to remedy or mitigate the effects of the Security Incident and shall keep the other party up-to-date about all developments in connection with the Security Incident.

9. DELETION OR RETURN OF DATA

- 9.1. Upon written request by the School, the Company shall destroy all Data (including all copies of the Data) in its possession or control (including any Data subcontracted to a third party for processing).
- 9.2. This requirement shall not apply to the extent that the Company is required by any EU (or any EU Member State) law to retain some or all of the Data, in which event the Company shall isolate and protect the Data from any further processing except to the extent required by such law.

10. INDEMNITY

- 10.1. Each party (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") from and against all loss, cost, harm, expense (including reasonable legal fees), liabilities or damage ("Damage") suffered or incurred by the Indemnified Party as a result of the Indemnifying Party's breach of the provisions of this Schedule, and provided that: (i) the Indemnified Party gives the Indemnifying Party prompt notice of any circumstances of which it is aware that give rise to an indemnity claim under this Clause; and (ii) the Indemnified Party takes reasonable steps and actions to mitigate any ongoing Damage it may suffer as a consequence of the Indemnifying Party's breach.

11. LIABILITY

- 11.1. The Company shall have no liability to the School, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, for or in connection with:
- 11.1.1. loss, interception or corruption of any Data resulting from any negligence or default by any provider of telecommunications services to the Company or the School;
 - 11.1.2. any loss arising from the default or negligence of any supplier to the School;
 - 11.1.3. damage to reputation or goodwill; and/or
 - 11.1.4. any indirect or consequential loss.
- 11.2. Nothing in this clause shall limit the liability of the Company for any death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other matter for which liability cannot be limited or excluded as a matter of law.

ANNEX A

Data Processing Description

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

DATA SUBJECTS

The Data to be processed concerns the following categories of Data Subjects:

- Pupils
- Parents and Guardians
- Staff

The Data is categorised as either School Data or Business Data as defined in Section 1 of the Schedule to the Terms and Conditions.

CATEGORIES OF DATA

The School Data to be Processed concerns, but is not limited to, the following categories of data:

- School name and contact information (including school postal address, phone number and email address), teachers' names and contact information (including phone numbers and email addresses), pupils' names, dates of birth (optional) and class year groups;
- Special Category data of Users where the School has deemed this necessary and has ensured it's compliance with Article 9 of the Applicable Data Protection Law.

The Business Data to be Processed concerns, but is not limited to, the following categories of data:

- School name and contact information (including school postal address, phone number and email address), teachers' names and contact information (including phone numbers and email addresses);
- Details of interactions that the School and its Data Subjects have with the Company regarding the Product, together with any other information that the School and its Data Subjects choose to provide the Company with, for example, through correspondence and interactions with our customer and technical support teams;
- Information collected automatically relating to the Product to include information like a user's IP address, device type, unique device identification numbers and login information, browser-type and version, time zone setting, operating system and platform, broad geographic location (e.g. country or city-level location) and other technical information;

- Information collected automatically relating to the Product about how a User's device has interacted with the Site, including the pages accessed and links clicked, download errors, length of visits to certain pages, page interaction information, and methods used to browse away from any page;

The Wonde Data Handling Agreement, and the Wonde login for schools also provide schools with further information and control of the data processed by Wonde.

PROCESSING OPERATIONS/PERMITTED PURPOSE

The School Data will be obtained, held and used by the Company to enable the Company to carry out its obligations arising from the Terms and Conditions entered into between the School and the Company regarding the use by the School and its users of the Product, including the Site and Apps.

ANNEX B

Approved Subcontractors

For School Data

Name	Processing	Weblink
Amazon Web Services	Electronic data storage, cloud server and transmission service	https://aws.amazon.com
G-Suite	Cloud Provider	https://gsuite.google.com
Intercom	Third Party Customer Service Platform	https://www.intercom.com

For Business Data

Name	Processing	Weblink
Amazon Web Services	Electronic data storage, cloud server and transmission service	https://aws.amazon.com
G-Suite	Cloud provider	https://gsuite.google.com
Intercom	Third party customer service platform	https://www.intercom.com
Pipedrive	Third party customer service platform	https://www.pipedrive.com
Xero	Supplier and customer management service platform	https://www.xero.com