**TERMS OF SERVICE**

This Agreement is between:

**Mr Mowll Learning t/a Maths Generator** hereinafter referred to as “Maths Generator” or “we”, or “our” or “us”); and

**[ ]** (the “School”)

These terms relate to the use of the contents and features of the website “www.MathsGenerator.com” (the “Site”) and any resources published thereon. through user accounts registered as members of a School Account.

**1 Definitions**

The following terms used in these terms and conditions are defined as set out below:

* 1. ‘Data Protection Law’ means the GDPR (defined herein), the Data Protection Act 2018 and all other legislation enacted or laws applicable in the UK in respect of the protection of personal data.
	2. ‘Game’ means the gamified aspects of the Site, available to Students.
	3. ‘GDPR’ means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (General Data Protection Regulation), sometimes known as the “EU GDPR” and/or the UK-specific version of the General Data Protection Regulation known as the “UK GDPR”, as applicable.
	4. ‘Maximum Number of Users’ [ ].
	5. ‘School’ means a grouping of Teachers and Students who we determine operate from a single educational establishment or other single corporate entity.
	6. ‘School Account’ means the Account set up for the School.
	7. ‘Student’ means an individual who has signed up with a Maths Generator student account, pre-registered by a Teacher.
	8. ‘Teacher’ means an individual who has signed up with a Maths Generator teacher account.
	9. ‘Term’ [ ].
	10. ‘User’ means a Teacher or Student.
1. **Types of User Accounts**
	1. Maths Generator resources are intended to support the teaching of children of secondary age in school and are provided on an "as is" basis and subject to the disclaimers set out below. Resources may comprise any item of digital media or composites of such items provided via the Site including but not limited to, video, documents, written questions, photographs, logos and illustrations.
	2. To use Maths Generator resources, you must be online; such resources are not available for local storage and retrieval except to the extent the Site require your computer or other device to temporarily cache those resources.
	3. School Accounts are nonexclusive, nontransferable right of access for the Maximum Number of Users specified above for the period of the Term.
2. **General Terms of Service**
	1. Once a User has created an account and signs in with Maths Generator, they are responsible for maintaining the confidentiality of their online account and password and preventing unauthorized access to their Maths Generator account or to the Site in general. Full details of the data we require to create your account and how we process data to deliver our services via the Site can be found in our Privacy Notice on mathsgenerator.com.
	2. Users are responsible for all their actions conducted on the Site under their account credentials when they are logged in.
	3. A Teacher may use and print questions and worksheets generated from the Site for personal educational use within their associated School only and may distribute these strictly within their School for personal educational use within their associated School only. Teachers and Students may not download or reproduce questions, answers or any other part of the Site for any other usage, including commercial.
	4. The Site may contain links including hyperlinks which may take you to other websites. Links are provided for your convenience and an inclusion of any link does not imply endorsement or approval by us of the linked website, its operator or content. We have no control over the contents or functionality of those sites and accept no responsibility for any loss or damages that may arise from your use of them. In particular, Maths Generator is not responsible for the content within the YouTube help videos embedded in the Site but will respond to any notifications that such embedded content has become unavailable or is inappropriate.
	5. Maths Generator reserves the right to make any changes to the Site and all resources (including, without generality to the foregoing, changes to the content, method of display and delivery, and the right to remove, temporarily or permanently, certain resources at our sole discretion and without prior notice).
3. **User Fair Usage Obligations**
	1. Maths Generator is committed to providing the Site for educational and gamification purposes but access to the Site is at sole discretion of Maths Generator.
	2. We reserve the right to suspend any User who misuses the Site, which may include but is not limited to:
		1. Any unlawful activity, or any activity which is likely to cause the Site or access to it to be interrupted, damaged or impaired in any way.
		2. Using any form of software to repetitively click or perform excessive automated actions on behalf of a User.
		3. Excessive use of the Game.
		4. Unnatural patterns of answering excessive numbers of questions on the Site.
		5. Attempting to duplicate or ‘hack’ any part of the Site.
		6. Causing or enabling any form of cyber-attack, including any form of Denial-of-Service or scripting attack.
	3. It is at Maths Generator’s sole discretion whether the suspension of a User is temporary or permanent.
	4. Maths Generator reserves the right to contact a Teacher in the same School as a suspended Student user to inform them of the details of the misuse. When a Student account has been suspended, it may only be reinstated at the request of a Teacher at that Student's School, and not via the Student directly.
	5. The content, layout, design, data, databases and graphics on our website are protected by UK and other international intellectual property laws and are owned by Maths Generator. Unless given permission in writing, no part of the Site may be reproduced or separately stored in any way. This includes but is not limited to any attempts to: redistribute or sell any part of the Site; create any derivative work from the Site; reproduce any part of the Site; replicate or deduce the Site’s source code; use in any way the Site’s branding, names or logos.

**5 Data Protection Obligations**

5.1 Maths Generator agrees to process any personal data in accordance with the terms and conditions set out in this Agreement, and in particular Maths Generator agrees that it shall:

5.1.1 not process personal data provided by the Users related to the School Account, other than to provide Maths Generator;

5.1.2 take and/or implement all appropriate technical and organisational measures (having regard to the nature of the processing and personal data) against unauthorised or unlawful processing of such personal data, and against accidental loss, alteration or destruction of, or damage to, such personal data, and ensure the security of such data at all times (on which please see the Data Security Policy);

5.1.3 notify you without undue delay of any security breach affecting any personal data and will take reasonable steps to assist the School in the investigation, mitigation and remediation of the data breach;

5.1.4 only use and process such personal data in accordance with the terms of this agreement and in compliance with the provisions of the Data Protection Law;

5.1.5 on termination of this agreement or any earlier termination of Maths Generator’s right or obligation to process personal data, and as otherwise directed by School, Maths Generator shall destroy the personal data and all copies thereof within 18 months after termination.

5.2 If Maths Generator receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data or to compliance by it or a School with the Data Protection Law (including requests from data subjects for the exercising of their statutory rights), it shall promptly notify the School and shall provide the School with reasonable co-operation and assistance.

5.3 Maths Generator shall provide reasonable assistance to the School, having regard to the nature of processing and the information available to them, in order to assist the School to comply with its obligations under the Data Protection Law.

5.4 Maths Generator shall keep a record of its use of the personal data and processing activities and shall make available to the School on request all reasonable information necessary to demonstrate compliance with the our data processing obligations set out in this agreement.

5.5 Maths Generator shall take reasonable steps to ensure the reliability of representatives who have access to the personal data and shall ensure that all such persons are informed of the confidential nature of the personal data before they gain access to it.

5.6 The School shall ensure that it is entitled to make the relevant personal data available to Maths Generator so that we may lawfully use and process such personal data in accordance with this agreement.

5.7 Maths Generator shall not transfer any personal data outside of the UK / EU or engage any third party to carry out processing on its behalf save for on terms which are consistent with this Clause 5.

**6 Disclaimers and Limitations of Liability**

6.1 To the fullest extent permitted by law, Maths Generator will not be liable for damages should the Site become unavailable or should access to the Site become slow or incomplete for any reason.

* 1. Maths Generator’s total cumulative liability to a claimant, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, in connection with providing the Site or in connection with these terms and conditions or otherwise, shall be limited to an amount equivalent to 100% of any fees paid or payable by the claimant in the preceding twelve months from the date the claim first arose.

**7 Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

**8 Third Party Rights Exclusion**

No party, who is not party to any contract which may be entered into by us, may enforce the terms of that contract and therefore we hereby exclude the operation of the Contracts (Rights of Third Parties) Act 1999.

**9 Alteration of Service or Amendments to the Terms of Service**

We reserve the right to make changes to the Site, Maths Generator policies/notices, and these terms and conditions at any time. You will be subject to the general policies and conditions in force at the time that you use the Site, unless any change to those policies or these conditions is required to be made by law or government authority (in which case those changes will apply retrospectively). If any of these conditions are deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable, and the closest enforceable substitute (if possible) will be included, and the excluded clause will not affect the validity and enforceability of any remaining conditions.

**10 Governing Law and Jurisdiction**

To the fullest extent permitted by law, these terms and conditions and any issues arising, shall be governed and construed in accordance with the laws of England, whose courts shall have exclusive jurisdiction.

**11 Contact Information**

For any further information on these policies or the Site, please contact MrMowll@MathsGeneratorSupport.com.

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| Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for and on behalf of the School | Signed by **Andrew John Christopher Mowll** for and on behalf of Mr Mowll Learning  |
| ............................................................................... | ............................................................................... |
| **Date:** …………….………………....................... | **Date:** .............……………………….………………. |