

# Terms of Service

(SERVICE LEVEL AGREEMENT)

Absolute Education is a Software as a Service business ran by Mr J Andrews.

## Topics:

1. Overview
2. Trial Period
3. Managing Users & Access
4. Subscription
5. Content
6. Changes
7. Termination
8. Data Controller (users)
9. Data Processing Agreement (pupils)
10. Contact Details

## 1. Overview

Your access to the service is conditioned on your acceptance of and compliance with these Terms and Conditions (Service Level Agreement). When you create an account these Terms apply to all visitors and users the of this site/service.

## 2. Trial Period

When you create an account, you are **automatically given 30 days free access**. During this time you have full access to the sites features. After the 30 days have elapsed, you will be notified and an invoice generated. If you do not wish to continue using the site please contact us using the details provided, see section 6 for contact information . Subsequently, all your personal data and data that you have uploaded will be permanently deleted from our UK server.

### 3. Managing Users & Access

The first user for your school automatically becomes the school admin, they can grant access to subsequently users, grant admin rights to other users and remove access for users altogether.

If there is a change to the lead person within your school , then you can simply transfer access from one person to another, then you can permanently remove access to a particular individual. This will allow continued access to the school and existing pupil data.

### 4. Subscriptions

Subscriptions are assigned to school establishments not users. The **generated date** of the invoice for your school invoice is **your schools membership data**. Our basic subscription is automatically 12 months long.

Access to the sites service is billed on a subscription basis, based on your membership date. You will be billed in advance on a recurring annual basis, 30 days prior to membership date to ensure no interruption to your service.

If our subscription fee changes we will give the user at **least 60 days notice prior** to any changes to take affect. If you wish to end your subscription, then you will need to send an email to [info@absolute-education.co.uk](mailto:info@absolute-education.co.uk) referencing your **name, position** at the **school and the schools full address**.

### 5. Content

Our Service allows you to **post data, store data and generate dynamic content** based on your schools information. You will have access to **your schools data only, nor will anyone else have access to your schools data**. We are not a data controller, we are a data processors processing your schools data for you. Please look at section 9 for further details.

## 6. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

## 7. Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. However, we will also communicate our purpose for doing so at all times.

If you wish to terminate your service with us, then you will need to contact us using the details provided. No refunds will be awarded if this is during your subscription period.

## 8. Data Controller - Users

Absolute Education acts as a **Data Controller**, for users of our site and service. This is the information that we collect and store for all users.

- Title
- First Name
- Surname
- Email Address
- Job role

## 9. Data Processing Agreement - Pupil Data

Absolute Education acts as a **Data Processor** and we act under the instruction of you the **Data controller**. Therefore, as a **Data Processor** we process the information that you the data controller input to the site. For our service to work correctly we require the below information for each pupil. This data is stored securely on our servers.

- First name
- Surname
- Year Group
- Classname or registration group
- House Group
- Pupil Premium Status
- SEN Status
- EAL Status

Absolute Education ensures that data uploaded, processed and stored in its database are located within the UK and are behind a valid SSL certificate. Absolute Education also ensures that data is never stored longer than needed, all unused data will be permanently deleted. In addition, when/if you cancel your schools subscription then all data within the database associated with the school is permanently deleted.

We carry out data processing on behalf of you the user, with your consent via a data processing arrangement (Terms of Service). Our lawful basis for processing your data is based on you agreeing to the terms of service that you have entered when creating an account.

## 10. Contact Details

**Name:** Mr Joseph Andrews

**Email:**

[info@absolute-education.co.uk](mailto:info@absolute-education.co.uk)

**Address:**

Mr J Andrews  
Absolute Education  
40 Greenway Avenue  
Taunton  
Somerset  
TA2 6HY