

Terms & Conditions

FOR SCHOOLS

1. Meaning of words used by us
 - 1.1. “9 to 5 Grade Guarantee Course” is a reference to those Tassomai Courses specifically designated by us as receiving the benefit of a guarantee that the Student will receive a “9 to 5” Grade in that subject in accordance with the provisions of Clause 5;
 - 1.2. “Agreement” is a reference to these Terms and Conditions, the Privacy Policy and the Tassomai Setup Form;
 - 1.3. “Data Protection Legislation” means (i) the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) and the Data Protection Act, 2018, as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020 , as amended or updated from time to time and (ii) any successor legislation to the GDPR or the Data Protection Act 2018;
 - 1.4. “Data Controller” shall have the same meaning as is given to the term in the Data Protection Legislation;
 - 1.5. “Data Subjects” shall have the same meaning as is given to that term in the Data Protection Legislation and shall, for the purposes of this Agreement, include, but is not limited to, Student Users, Teachers;
 - 1.6. “Force Majeure” means any event which is beyond the reasonable control of Tassomai Ltd whereby it is prevented from or delayed in the carrying on of its business including, without limitation, acts of God, governmental actions or orders, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, extreme weather conditions, flood, epidemic, pandemics, lock-outs, strikes or other labour disputes (whether or not relating to Tassomai Ltd’s workforce or that of any sub-contractor), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials;
 - 1.7. “Intellectual Property Rights” or “IPR” means patents, rights to inventions, copyright and related rights, topography rights, trademarks, trade names and domain names, rights

in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, source code, object code, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights of a similar nature, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

- 1.8. "Licence" means the licence for Student Users to use Tassomai granted to the School under these Terms and Conditions;
- 1.9. "Licence Fee" means the fee payable by the School for use of Tassomai as set out in the Tassomai Setup Form;
- 1.10. "Licence Period" means the duration of the Licence granted to the School as specified on the Tassomai invoice and any renewal thereof;
- 1.11. "Personal Data" has the same meaning as is given to that term in the Data Protection Legislation. The categories of Personal Data for the purposes of this Agreement shall include the email addresses, names (both first and last names), user names, Wonde ID and results of Student Users, email addresses, Wonde ID, classes, and names (both first and last names) of Teachers;
- 1.12. "Privacy Policy" is a reference to the policy displayed on our Website which details how we collect and store Personal Data;
- 1.13. "Refund Amount" means the amount which the School is entitled to receive as a refund which is calculated in accordance with clause 6.2;
- 1.14. "Renewal Date" means the date the Licence Period is due to be renewed which is 12 months from the start date specified on the Tassomai invoice and each subsequent 12 month anniversary thereafter unless otherwise agreed in writing between the School and us;
- 1.15. "School", "you", "your" and "yours" are references to the entity identified on the Tassomai Setup Form which may be a school, college or similar entity engaged in the provision of education;
- 1.16. "Student" is a reference to the person who is named as the person participating on the Tassomai Course;

- 1.17. "Student User" is a reference to the individual student who is authorised to use Tassomai and the number of permitted Student Users is set out in the Tassomai Setup Form;
- 1.18. "Tassomai" is a reference to the online learning system which we have developed and operate through our Website and Tassomai App and includes the Tassomai Courses;
- 1.19. "Tassomai App" is a reference to the software application developed by us and which enables Users to use and access Tassomai via a mobile device;
- 1.20. "Tassomai Course(s)" or "Course(s)" is a reference to the different online learning programmes which we run on Tassomai from time to time;
- 1.21. "Tassomai Setup Form" is a reference to the order form issued by us detailing certain key terms;
- 1.22. "Terms and Conditions" is a reference to the terms and conditions upon which we licence Tassomai to schools and which are set out in this document;
- 1.23. "Teacher" is a reference to the members of staff of the School authorised to access and use Tassomai on behalf of the School;
- 1.24. "we", "us" and "our" are references to Tassomai Ltd (company registration no. 8417700) with a registered address at 503 The Pill Box 115 Coventry Road, London, E2 6GG; and
- 1.25. "Website" is a reference to our website, *.tassomai.com, on which we operate Tassomai.

2. Licence

- 2.1. In consideration for the School's agreement to these Terms and Conditions and payment of the Licence Fee, we hereby grant a non-exclusive, non-transferable, worldwide, revocable Licence to the School and its Student Users to use Tassomai for the Licence Period, as applicable.
- 2.2. Tassomai may only be used by the School as part of its internal teaching tools and resources for the number of Student Users specified by the School and each student must be on the current roll of the School.

- 2.3. The Licence shall commence on the date notified by us to you and shall continue for the Licence Period unless terminated earlier in accordance with these Terms and Conditions.
- 2.4. You, the Teachers and the Student Users shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make Tassomai available to any third party, or the content of Tassomai or our Courses or our Website in any way; (ii) modify or make derivative works based upon Tassomai; (iii) embed the service as an "iframe" or "frame" from within another application; or (iv) reverse engineer or access the Website or Tassomai in order to (a) build a competitive product or service, (b) build a product using ideas, features, functions or graphics that are similar to those related to the Website or Tassomai, or (c) copy any ideas, material, features, functions or graphics of the service.
- 2.5. When accessing Tassomai and using our Website you and the Student Users shall not: (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) use an internet bot or other computer program intended to simulate human activity; (iii) interfere with or disrupt the integrity or performance of the service or the data contained therein, or our Website, servers or networks; (iv) attempt to gain unauthorised access to the Website or Tassomai or its related systems or networks; or (v) take any action that imposes an unreasonably or disproportionately large load on our system.
- 2.6. You, the Teachers and the Student Users are not permitted to use Tassomai to assist in the development of your own software or that of a third party. Neither you nor the Student Users may use or copy all or any part of Tassomai's graphical user interface, operating logic or database structure for it to be part of or to develop any software or other product or technology, unless that use or copying is permitted by law.
- 2.7. You must not:
 - 2.7.1. systematically make printed or electronic copies of content and/or materials in Tassomai for any purpose in either print or electronic format;
 - 2.7.2. remove or alter the copyright notices or other means of identification or disclaimers as they appear in Tassomai;
 - 2.7.3. display or distribute any part of Tassomai on any electronic network, including without limitation the Internet and the World Wide Web, where access is possible by anyone not a Student User;

- 2.7.4. permit anyone other than the Student Users, Teachers and parents of the Student User to access or use Tassomai including any content and material making up Tassomai; and/or
 - 2.7.5. use Tassomai or any part of Tassomai for any commercial use other than as teaching and learning resources within the School.
 - 2.8. If you are purchasing Tassomai on behalf of the School, you warrant that you have the authority to do so and agree to these Terms and Conditions on behalf of the School.
 - 2.9. Unless otherwise agreed in writing by us, you are solely responsible for configuring your computer devices in order to access Tassomai, and to provide for your own virus protection software.
3. How to access Tassomai
 - 3.1. Once the School is registered with us we will create Teacher accounts and confirm details of how Student Users can access Tassomai under your account.
 - 3.2. Each Student User will be asked to confirm agreement to the Tassomai terms displayed on the Website and/or the Tassomai App.
 - 3.3. Each Student User registering with us will be required to provide his/her full name and join a form or forms. A valid email address for each Student will be required and the Student User will be asked to complete a Student User profile. You must ensure that you and the Student User keep these details secure and do not provide this information to a third party.
 - 3.4. You are permitted to download student usage and progress data from your account on Tassomai, when this is available, to enable you to review and monitor Student User's progress. Data may be exported into CSV files for this purpose.
 - 3.5. The School is responsible for all activity occurring under its account and shall abide by all applicable national and foreign laws, treaties and regulations in connection with its use of Tassomai and the data which it creates, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify us immediately of any unauthorised use of any password or account or any other known or suspected breach of security; (ii) report to us immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by the School or its Student Users; and (iii) not impersonate another school or provide false identity information to gain access to or use Tassomai.

3.6. The School shall be responsible for all security relating to the Student Users and Teachers including the administration of passwords and disabling accounts. The School must notify us when a Student or a Teacher has left the School so that we can update our records.

4. Prices and Payment

4.1. The Licence Fee is calculated by reference to the number of Student Users specified on the Tassomai Setup Form and will be displayed on the invoices. There is a minimum order value per School which is the lower of £100 plus VAT or the total number of students in the year group.

4.2. Unless agreed otherwise with the School, Licence Fees are payable annually in advance by bank transfer to our bank account. All Licence renewals must be paid for prior to the Renewal Date. No refunds are given for any cancellations made during the year.

4.3. Failure to pay on time may result in late payment charges which shall be calculated in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date the payment was originally due until the date of actual payment.

4.4. We reserve the right to charge an administration fee for any late payment notices which are sent to the School.

4.5. If we are not paid an invoice we may instruct a debt collection agency or law firm to collect any amounts owing (including any interest and/or late payment charges). In such circumstances the Customer will be liable to pay an additional sum to Tassomai Ltd which will not exceed the reasonable costs that it may have to pay the debt collection agency or law firm, who will add the sum to the outstanding debt.

4.6. All fees charged to the School shall be subject to value added tax at the appropriate rate.

4.7. You will be notified in writing of any increase to the Licence Fee at least 30 days prior to the Renewal Date. Licence Fees which are paid in advance will not be subject to a price increase during the relevant Licence Period.

5. What you need to know about Tassomai

5.1. Once you receive your welcome email you will then be able to set up your account. Tassomai may be accessed online via our Website or via the Tassomai App and the Student Users may begin the Tassomai Course once their user profile is completed.

- 5.2. It is your responsibility to ensure that the Tassomai Course you have selected is suitable for the Student Users. Student Users should be aware that completion of each Tassomai Course requires significant effort and regular participation. Some modules of a Tassomai Course may require more effort and time than other modules and progression through a Tassomai Course is not linear. In some cases, there may be more effort required at the end of the Tassomai Course than in the earlier stages.
 - 5.3. Courses are designed around the specifications set by the relevant Examination Body.
 - 5.4. We undertake to you that the Tassomai Course(s) provided will be in accordance with acceptable industry practice and standards.
 - 5.5. Access to Tassomai Courses is usually for a specified time such as the academic year and Student Users are encouraged to complete the particular course during the recommended time.
 - 5.6. Tassomai Course content may change over time in order to take account of changes in the National Curriculum and/or exam specifications. Some changes may be made to clarify ambiguities, correct errors or to revise or update language.
 - 5.7. It is your responsibility to regularly monitor the Student User engagement and attainment to ensure that the Student User is making the expected progress.
6. Our "9 to 5" Grade Guarantee Courses
 - 6.1. For Student Users who successfully participate and complete our designated "9 to 5" Grade Guarantee Courses we guarantee that the Student User will obtain a "9 to 5" GCSE Grade in that particular subject examination (excluding coursework and practical work) by the relevant Examination Board or we will refund the Refund Amount for that Tassomai Course in respect of that particular Student User only.
 - 6.2. The Refund Amount is calculated based on the unit price per Student User per course as stated on the Tassomai Setup Form which is then split evenly between the different examinations being taken by that Student User ("Fee Split") and the amount to be refunded shall be equal to the Fee Split for each paper where the Student User has achieved the level required on Tassomai and has not achieved a 9 to 5 Grade.
 - 6.3. In order to operate the "9 to 5" Grade guarantee and to also enable Tassomai to assess the efficacy of the content and software, to correlate results with students' usage and to further enhance or improve our provision of the learning resource in future, we require all Schools to provide full results of Student Users' examination

scores and grade results irrespective of whether the School believes the Student User may have qualified for the guarantee refund.

- 6.4. In order to claim a Refund Amount the following conditions must be met to our reasonable satisfaction:
 - 6.4.1. The Student User must have participated and completed 80% of all modules and achieved a progress score of at least 80% in each and all topic tests within each module of the specific "9 to 5" Grade Guarantee Course;
 - 6.4.2. The Student User must not have received assistance from another source, internet bot or tool, computer program or another person;
 - 6.4.3. The Tassomai Course must not have been accessed by anyone other than the Student User;
 - 6.4.4. The examination which the Student User sits must award grades with "9" being the highest grade. International Baccalaureates or other examinations which award different merits such as points do not qualify for the guarantee;
 - 6.4.5. You must notify us within 14 days of the GCSE result date of the results achieved by each of the Student Users.
 - 6.4.6. It is for the School and the Teacher to ensure that the Student User optimises their use of Tassomai in order to ensure maximum benefit and to avail of the guarantee. Tassomai is not at fault for the Student User not achieving the guarantee.
 - 6.5. If we have reasonable grounds to believe that any one of the requirements set out in Clause 6.4 is not met then we reserve the right not to make a refund.
 - 6.6. All refunds will be made within 30 days of receipt of the refund application and will, at our option, either be paid via bank transfer to your nominated bank account or a credit issued against the next Licence Fee.
7. What we do with your information
 - 7.1. Where we have requested information from you, you agree to provide us with accurate and complete information. We agree to collect, process and store your information in accordance with clause 8 (Data Protection and Security) below.
 - 7.2. Any data provided to Tassomai regarding individual Student User performance and examination results will be kept confidential. The School hereby acknowledges and

agrees that we may publish anonymised data gathered from Student User performance and examination results.

7.3. We reserve the right to use the name of the School for marketing purposes. Please advise if you object to the use of your name in marketing material.

8. Data Protection and Security

8.1. Both parties shall comply with all applicable requirements of the Data Protection Legislation.

8.2. The School is the Data Controller in respect of all Personal Data that we gather from Student Users and Teachers using Tassomai. The School appoints us to act as a Data Processor in respect of such Personal Data for the purposes of making Tassomai available to you for the Licence Period. The School hereby warrants that it has a lawful basis to appoint Tassomai as a Data Processor and to process Personal Data in accordance with this Agreement.

8.3. Without prejudice to the generality of clause 8.1, in relation to any Personal Data processed in connection with the performance by us of our obligations under this Agreement, we shall:

8.3.1. process that Personal Data only on your written instructions for the purpose of making Tassomai available to you, the Teachers and the Student Users;

8.3.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

8.3.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

8.3.4. not transfer any Personal Data outside of the EEA without first taking appropriate safeguards in relation to the transfer;

8.3.5. assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation

with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

8.3.6. notify you without undue delay on becoming aware of a Personal Data breach;

8.3.7. at the written direction of the School, delete or return Personal Data and copies thereof to you on termination of the Agreement unless required by applicable law to store the Personal Data; and

8.3.8. maintain such records as may be reasonably necessary to demonstrate its compliance with this clause and allow for audits by you or your designated auditor. We reserve the right to charge a fee at our prevailing man-day rate where, in our reasonable opinion, the School's audit requirements are disproportionate.

8.4. We may use third party processors to perform certain obligations under this Agreement and we shall ensure that any such third party processor is obliged to comply with obligations which are at least equivalent to and no less onerous than the obligations set out in this clause 8. Where we propose to add to or replace a third party processor, we shall first notify you. If, within 5 business days of receipt of such notification you object to the appointment of the third party processor on reasonable grounds then we shall not appoint the proposed third party processor until reasonable steps have been taken to address the objections raised by you and you have been provided with reasonable written explanation of the steps taken.

8.5. In addition to using the Personal Data for the purposes of providing Tassomai you specifically agree (and warrant that you have a lawful basis) to grant us access to and using the Personal Data as follows:

8.5.1. passing it to third parties for the prevention of crime and fraud;

8.5.2. compiling the data including data concerning the School and your Student Users in a de-personalised and anonymous format and passing such data to third parties for, among other purposes, the purpose of analysing user performance, behaviours and trends and developing Tassomai.

8.6. We will use reasonable commercial endeavours to maintain and comply with our security measures during the Licence Period and to establish and maintain reasonable safeguards against the destruction, loss or unauthorised alteration of the Personal Data.

9. Termination

- 9.1. Without prejudice to any rights which have accrued under these Terms and Conditions, either party may terminate the Agreement if the other party:
- 9.1.1. is in material breach of any of its obligation under these Terms and Conditions and if such breach is remediable, fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 9.1.2. is made bankrupt, is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or if the other party ceases or threatens to cease to trade, or if the other party makes an assignment for the benefit of, or a composition with its creditors or other arrangement of similar import or has a receiver, administrative receiver, administrator or a similar officer appointed over all or a substantial part of its assets, or if a petition is passed or an order is made by a court of competent jurisdiction or resolution is passed for the winding up of the other party (other than for the purpose of a bona fide solvent reconstruction or amalgamation) or any similar circumstances arise in any jurisdiction.
- 9.2. In the event of termination of this Agreement for whatever reason, the Licence granted under this Agreement shall terminate immediately and the School and its Student Users will no longer be entitled to access Tassomai.
- 9.3. Where the Licence has been terminated for reasons other than the School's default then Tassomai Ltd will provide the School with access for a limited period to access and download its data. Following this period (and immediately following termination in all other cases) we shall delete all data held on the School and its Student Users from Tassomai.

10. How to get Technical Support

- 10.1. All operational queries concerning Tassomai and access to any of the Tassomai Courses should be addressed initially to the School's appointed representative who is authorised to deal with technical queries or to admin@tassomai.com. We will endeavour to respond to all requests by the next business day.
- 10.2. Tassomai can be accessed from any internet enabled desktop PC, mobile device or tablet. High speed broadband is recommended.
- 10.3. When using Tassomai please ensure that Student Users use the most up to date version of their internet browser or mobile app in order to ensure that Tassomai appears in the correct format with its intended functionality. Old browser software may

not display questions in the correct format. For more information on this you may contact our team by emailing admin@tassomai.com.

11. Our Intellectual Property Rights ("IPR")

11.1. All IPR in Tassomai (including any such rights in our Website and the Tassomai App) remain the property of Tassomai Limited or of the software owners (as the case may be) and are either owned by or licensed to us and nothing in these Terms and Conditions shall transfer any ownership rights to you. You must not modify, copy, reproduce, upload, post, transmit or distribute by any means or in any manner whatsoever, any material or information or download from Tassomai or our Website except where expressly invited to do so or indicated on Tassomai or our Website.

11.2. Notwithstanding the provisions of Clause 11.1, you are hereby granted a Licence to use Tassomai in accordance with Clause 2.

12. Complaints about Tassomai

12.1. We take complaints very seriously and aim to respond to your complaints within 5 business days. All complaints should be addressed to admin@tassomai.com.

13. Disclaimer and limits to our liability

13.1. Great care has been taken to ensure that the information available on this Website and Tassomai is correct and error free. From time to time, there may be errors of fact and/or grammatical, spelling or typographical errors which we will use our reasonable endeavours to correct as soon as these are identified. We apologise for any errors or omissions that may have occurred. We cannot warrant that use of Tassomai or the Website will be error free or fit for purpose, timely, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of Tassomai or the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.

13.2. We disclaim any and all liability to you for Tassomai and the Tassomai Courses to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such liability is limited to the amount you have paid for the relevant Tassomai Course. Save for the 9 to 5 Grade Guarantee described in Clause 6, we cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits, to you

howsoever arising. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.

- 13.3. Tassomai and the Tassomai Courses are provided on an “as is” basis and no warranty or guarantee is offered either to you or a Student in relation to the accuracy of the information provided. We cannot guarantee or warrant to you or a Student that a Tassomai Course is suitable for you or a particular Student. The use of Tassomai and the materials provided is entirely at your (and the Student’s) own risk and we cannot be held liable for any loss, damage or injury suffered or incurred as a result.
- 13.4. We do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to you or your computer system via Tassomai or our Website.
- 13.5. We shall not be held liable for any failure or delay in Tassomai or making Tassomai available where such failure arises as a result of Force Majeure. For the avoidance of doubt, we shall not be held liable for the delays or failure in performance of web hosting providers or other telecommunication providers.
- 13.6. We have taken all reasonable steps to prevent internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers or those of third parties.

14. General legal points

- 14.1. We may assign, transfer, novate or subcontract any part or parts of this Agreement, or the Tassomai system without the requirement to obtain the consent of the School. The School may not assign, transfer or subcontract any part of its obligations and benefits under this Agreement without the express written consent of Tassomai Ltd.
- 14.2. Save where the School notifies us otherwise in writing, the School hereby consents to our use of the School name and logo on any testimonial page of our Website or any marketing and promotional literature produced by us to promote Tassomai.
- 14.3. This Agreement shall constitute the entire agreement between the parties for the provision of Tassomai. No other terms, statements, representations or promises whether expressed or implied shall form part of this Agreement. This Agreement may be updated from time to time by Tassomai and the latest version will be displayed on the Website. The School is encouraged to check the Website from time to time to ensure that it is kept up to date with the latest version of the Agreement.

- 14.4. If any term or condition of this Agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the Agreement shall continue in force without such term or condition.
- 14.5. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.
- 14.6. No delay or failure on the part of either party to enforce its rights or remedies under this Agreement shall constitute a waiver on its part of such rights or remedies unless such waiver is confirmed in writing.
- 14.7. Any notice or other information required or authorised by this Agreement to be given by either party to the other may be given by hand or sent by first class prepaid post to the other party at the registered office address of that party.
- 14.8. The parties agree that the Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement and nothing in the Agreement shall be deemed to confer any benefit or right on any person or entity other than the parties to this agreement.