# Data Protection Supplementary Statement for Schools

Your school ("**Customer**") is entering (or has entered) into an agreement with Whizz Education Inc, a Washington corporation, whose principal office mailing address is P.O Box #2323, Lynnwood, WA, 98036 USA and/or with a subsidiary of Whizz Education Limited ("**Whizz**") (together the "**Parties**", each a "**Party**") for the provision of the Math-Whizz services. The Math-Whizz services are governed by our Terms of Service and this Data Protection Supplementary Statement for Schools (this "**Statement**") sets out Whizz's policy, and the Parties' respective obligations, in relation to the Shared Data (as defined below) disclosed under such Terms of Service.

By entering into the Whizz Education Inc. Terms of Service and / or by continuing to access and / or use the Math Whizz services, the Customer is deemed to accept the terms of this Statement.

**Definitions**

The following definitions shall apply to this Statement:

"**Data Protection Legislation**" shall mean all applicable data protection and privacy legislation in force from time to time including the General Data Protection Regulation 2016/679 ("**GDPR**"); the Family Educational Rights and Privacy Act 1974 (FERPA), the Children's Online Privacy Protection Act 1998(COPPA), the Protection of Pupil Rights Amendment (PPRA), the California Student Online Personal Information Protection Act 2014 (SOPIPA), and all applicable state or federal student data privacy protection laws and all other legislation and regulatory requirements in force from time to time worldwide which apply to a Party relating to the use of personal data.

References to **"controller", "processor", "data subject", "personal data", "personal data breach",** and **"processing"** shall have the meanings ascribed to them in the GDPR or equivalent concepts under applicable United States federal or state student data protection laws.

**Personal Data**

Each Party acknowledges that it will share with the other Party certain personal data regarding individuals in order for the successful provision and performance of the Math-Whizz services. Such personal data may include, but is not limited to, the names of students, their age and sex, the names and email addresses of teachers, the names and email addresses of parents/guardians, other personal data generated from the Math-Whizz services such as student Math-Whizz usage and test results and results achieved by students in other maths tests ("**Shared Data**").

**Status of Whizz and the Customer**

The Customer and Whizz are each independent controllers of the Shared Data.

Whizz does not and shall not process the Shared Data as a joint controller with the Customer and Whizz shall make independent decisions regarding the purpose and means of processing of the Shared Data. Each Party shall comply with the obligations that apply to it as an independent controller under the Data Protection Legislation, and each Party shall be individually and separately liable for its own compliance with the Data Protection Legislation in respect of the Shared Data.

**Business Partners**

In some circumstances, the Math-Whizz services may be supplied to, or supported for, the Customer by an authorised business partner of Whizz (including an agent or reseller), whether located in the United States or elsewhere ("Business Partner").

Where a Business Partner is involved, such Business Partner may receive or have access to certain Shared Data only to the extent necessary to support the provision, administration, or support of the Math-Whizz services. Depending on the applicable contractual arrangements, such Business Partner shall act either as a data processor on behalf of Whizz or as an independent controller, in each case in accordance with applicable Data Protection Legislation.

Whizz ensures that appropriate contractual and data protection safeguards are in place with all such Business Partners.

**Obligations**

Each party shall ensure that it has all necessary notices and consents in place to enable the lawful transfer of the Shared Data under the Whizz Education Inc. Terms of Service.

Each Party shall only process Shared Data in a fair and transparent manner in accordance with the Data Protection Legislation. Whizz shall maintain this Statement and all other applicable privacy or data protection policies on its mobile applications and websites.

Each Party shall keep the Shared Data in a form that permits the identification of the data subject for no longer than is necessary for the purposes for which the Shared Data are processed. Whizz's policy is to delete or destroy all Shared Data relating to students and parents/guardians in its possession which has not been anonymised within 60 days of the expiration or earlier termination of the Whizz Education Inc. Terms of Service or, if sooner, upon the conclusion of Whizz's purpose for processing such Shared Data.

Each Party shall ensure that the Shared Data is limited to what is necessary in relation to the purposes for which it is processed.

Each Party shall ensure that the Shared Data is accurate and, where necessary, kept up to date.

Each Party confirms that it has in place appropriate technical and organisational measures to protect against the unauthorised or unlawful processing of the Shared Data and against the accidental loss or destruction of, or damage to, the Shared Data.

**Mutual Assistance**

In the event that either Party receives a request from a data subject relating to the processing of Shared Data regarding a data subject, whether under GDPR Article 16 (Right to Rectification), GDPR Article 17 (Right to erasure) or GDPR Article 18 (right to restriction of processing) or otherwise, the receiving Party will promptly (and within five (5) business days) notify the other Party of such request, and the Parties shall cooperate with each other in responding to such request.

From time to time, Whizz may update, modify, augment, or remove Shared Data from the Math-Whizz services. Whizz shall notify the Customer without undue delay of any changes to the Shared Data (including, without limitation, any deletions) that were made in response to a data subject access request.

**Transfers**

If and to the extent Whizz transfers any Shared Data to any third-party data processor, Whizz shall first enter into contractual arrangements with such third-party processor as required by Article 28 of the GDPR and obligating it to process the Shared Data only in accordance with the requirements of the Data Protection Legislation. All third party data processors engaged by Whizz are required by contract to protect Shared Data, maintain appropriate security measures, and process Shared Data only in accordance with Whizz's instructions and applicable Data Protection Legislation.

Whizz shall not transfer Shared Data outside the United States unless such transfer is made in accordance with applicable Data Protection Legislation and subject to appropriate contractual and data protection safeguards. Where applicable, such safeguards may include recognised international data transfer frameworks, standard contractual clauses, or other lawful transfer mechanisms.

**Status of this Statement**

This Statement shall be deemed incorporated into the Whizz Education Inc. Terms of Service and shall be governed by the terms of the Whizz Education Inc. Terms of Service. In the event of any conflict between the terms of the Whizz Education Inc. Terms of Service and the terms of this Statement, this Statement shall, to the extent the conflict relates to the processing of the Shared Data, prevail.

This Statement shall be governed by the laws of the State of Washington.

Last updated: 28th January, 2026

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