



Access Agreement for the use of Maths-Whizz® Tutoring Plus by schools

IMPORTANT: Please read carefully these terms and conditions which govern the use by Your school of the Maths-Whizz® Tutoring Plus service (the "Service").

You agree that Your use of any Updates and/or Upgrades of the Service will be subject to the terms of this Agreement, together with any additional terms which may accompany such Updates or Upgrades.

You understand that the quality of Your experience of the Service, even your ability to use the Service, is dependent on the combination of hardware device(s), browser(s) and Internet connection bandwidth you will be using and that you should bear in mind the "Technical Help - Maths-Whizz Minimum Requirements" explained at www.whizz.com and which are updated from time to time.

You further understand that Your right to use the Service is dependent upon Your payment of all applicable fees when due, and that if you do not pay such fees when they are due, We may terminate your access to the Service with or without notice and You will be unable to keep using the Service.

You agree that as part of the installation and registration process for the Service, You will provide to Us certain personal data from which individuals may be identified, including, by way of example, the names and email addresses of contact persons within Your institution, so that we can contact You regarding Your use of the Service, and in particular, in relation to renewing Your access to the Service each year, and the names, dates of birth and genders of students within Your institution who will be using the Service. We are committed to protecting all such personal data in accordance with all relevant legislation, our Privacy Statements, our Data Protection Policy and our Data Protection Supplementary Statement for Schools (available under Privacy at www.whizz.com) which together set out our policy and Your and Our respective obligations with respect to all the shared personal data disclosed by You to Us and by Us to You as a result of this Access Agreement.



This Access Agreement (the "Agreement") for the use of Maths-Whizz® Tutoring Plus by schools is between:-

Service Provider: Whizz Education Limited of One Kingdom Street, Paddington Central, London, W2 6BD, England ("Whizz Education®", "We" or "Us"); and

Customer: You, as the institution having purchased access to use Maths-Whizz® Tutoring Plus ("You").

You should note that 'You' means You as the single institution or entity (for example, a single school, college or other institution) which has purchased access to the Service, and does not include any affiliates or other entities or institutions which may be connected or affiliated to You. If these other entities or institutions wish to use Maths-Whizz® Tutoring Plus they must purchase their own access.

Permitted Use and Restrictions: Access to the Service is by a single user name and password for You and Your employees ("School User Details") and by individual user names and passwords for Your students ("Student User Details") and their parents/guardians ("Parent User Details"). You can and You can permit Your employees and the maximum number (as set out in the invoice to You for the Service) of Your students or other persons working or studying within Your institution under Your authority, and their parents/guardians ("Permitted Users") to:

1. access, retrieve and display the Service and all material available through the Service on a network, server or on one or more computing devices under Your control within the premises of Your institution for internal use within Your institution;
2. access, retrieve and display the Service and all material available through the Service on their own computing device both inside and outside of your premises for use in connection with their school work only, and, in the case of parents/guardians, for progress review purposes;
3. print out individual screen extracts from the Service to be photocopied for classroom use only within Your institution for internal use by Permitted Users and for use outside of the classroom by Permitted Users for homework or preparation for such classroom work;
4. store such printable items in electronic form on disk or on a mobile device (but not on any server or other storage device connected to a network other than a network under Your control within the premises of Your institution).

The activities described in items 1 to 4 above are referred to in this Agreement as the "Permitted Activities".

You cannot, and You will not allow Permitted Users to:

1. copy the Service or any part thereof for any purposes not specified above in the Permitted Activities;
2. alter the Service, or in any way reverse engineer, disassemble, decompile or create a derivative product from the contents of the Service save to the extent permitted by applicable mandatory laws (such as, for example, national laws



- implementing EC Directive 91/250 on the Legal Protection of Computer Programs);
3. include the Service or any part of it in any other product or Service materials;
 4. lease, rent, hire, lend, distribute or sell the Service or any part of it;
 5. use the Service in any way not specified in the Permitted Activities set out above without the prior written permission of Whizz Education®;
 6. remove or obscure any copyright, trade mark or other proprietary notice of Whizz Education® or its licensors from any portion of the Service or from any print outs made from the Service;
 7. redistribute any of the Service (including by using it as part of any syndication, content aggregation, library, archive or similar service);
 8. cache any part of the Service in a proxy server;
 9. create a database in electronic or structured manual form by systematically and/or regularly downloading/printing and storing all or any of the Service;
 10. deep link to, frame, spider, harvest or scrape the Service or otherwise access the Service for similar purposes;
 11. use any machine, electronic, web based or similar device to read or extract the Service by automated or machine based means (as opposed to using your own eyes);
 12. divulge School User Details to, and/or permit the use of School User Details by, persons who are not, or have ceased to be, Your employees; or
 13. divulge individual Student User Details and/or Parent User Details to any other persons except the particular Student's parents and/or guardians.

The activities described in items 1 to 13 above are referred to in this Agreement as the "Prohibited Activities".

You agree that You will draw the terms of this Agreement to the attention of all Permitted Users, that You will ensure that all such Permitted Users comply with these terms and that You will remain exclusively liable for any breaches of these terms by such Permitted Users. For the purposes of this Agreement, all acts and omissions of Permitted Users shall be deemed to be Your acts and omissions. If We reasonably believe that You and/or Your Permitted Users are, for example, misusing School or Student User Details, we reserve the right to terminate the Service – see Term and Termination below. Teachers who cease to be Your employees cease at the same time to be Permitted Users.

These terms apply to You and to all Permitted Users both irrespective of the delivery platform You and the Permitted User(s) use - e.g. desktop PC, laptop, mobile device, tablet, PDA or otherwise - and irrespective of how the Service is delivered to You and the Permitted User(s) - e.g. via web browser, WAP browser, email, SMS or otherwise. By accessing the Service and by facilitating access to the Service by your Permitted User(s) you are agreeing that these terms and conditions are binding on You and Your Permitted User(s).

Provision of Service: Provided that You have paid in full any sums owing to Whizz Education® or its resellers, distributors or agents in respect of the Service, and that You do nothing which is forbidden as a "Prohibited Activity", Whizz Education® grants You and Your Permitted Users permission to carry out the Permitted Activities in



respect of the Service and any and all Updates and Upgrades thereof for the period recorded in the invoice to You for the Service or as otherwise agreed in writing by Whizz Education® (the "Term") . All rights not specifically granted under this Agreement are reserved by Whizz Education®. You shall be solely responsible for hardware and interconnections and telecommunications to access the Service.

Updates and Upgrades: The terms and conditions of this Agreement apply to the Service and to any and all Updates and Upgrades provided from time to time by Whizz Education®. When an Update or an Upgrade is incorporated in the Service, it will be deemed to form part of the Service for the purposes of this Agreement, and You must comply with all the terms and conditions of this Agreement in relation to all Updates and Upgrades which we may provide. "Updates" means any bug-fixes, workarounds or minor corrections, enhancements or modifications to the Service made available by Whizz Education® at its absolute discretion from time to time to You under the terms of this Agreement. "Upgrades" means releases of the Service containing additional content, features and curriculum changes, which may include related additional functionality, made available by Whizz Education® at its absolute discretion from time to time to You under the terms of this Agreement. Provided that the essence of the Service as an online mathematics tutoring service is maintained, Whizz Education may change, alter or withdraw any part of the Service at any time (with or without notice to You). Whizz Education may at any time release products and services similar to the Service, but, for example, incorporating additional functionality, content and features. Nothing in this Agreement grants to You or entitles You to any rights in relation to such similar products and services. If You are interested in purchasing any such similar products and services, You should contact Whizz Education or its resellers, distributors or agents for further information.

Term and Termination: This Agreement shall commence on the Start Date in the invoice to You for the Service and shall continue until the Expiry Date as provided for in Appendix B of the Whizz Education Terms and Conditions.

At the end of the Term, this Agreement will automatically terminate and Your access to the Service and that of all Your Permitted Users will be automatically disabled unless You have agreed to extend your Agreement for a new period and have paid the applicable renewal fees by that date.

If You and Your Permitted Users do not continue to do only what You and they are allowed to do as a Permitted Activity under this Agreement or if You and Your Permitted Users do anything which You and they are not allowed to do which is forbidden as a Prohibited Activity, You will be in breach of the Agreement. If You are in breach of this Agreement this Agreement will terminate automatically and Whizz Education® shall have the right to disable Your access to the Service and to take action to recover from You any damages suffered by Whizz Education® as a result of Your breach.

We also reserve the right to terminate this Agreement at any time and for any reason on giving notice to You. If we terminate your access to the Service pursuant to the immediately preceding sentence, we will refund a proportion of the fee relating to the remainder of the Term for which You have paid (if any).



Limited Warranty: The Service primarily consists of mathematics lessons and exercises covering most learning objectives contained in the typical mathematics curriculum, for example the National Curriculum for England. The Service uses animation and other help features to demonstrate mathematical concepts and techniques. Following an initial assessment of an individual student's capabilities, the Service's Virtual Tutor creates a sequencing of lessons and exercises aimed at taking the student to a higher level of achievement in mathematics provided that the student commits sufficient time to absorbing the lessons and undertaking the exercises. The student's progress is continuously assessed with the sequencing of lessons and exercises being dynamically updated as required. Whizz Education makes no representation concerning the suitability of the Service for students following a specialised curriculum nor for its use other than as a supplementary teaching tool. Whizz Education is not responsible for any use of the Service by You and/or Your Permitted Users outside its scope as stated in these terms and conditions.

The Service records data concerning each student's usage of the Service and the performance of each student in every exercise completed. This data is collated into reports concerning each student, the class to which they belong, and on a school-wide basis, and draws conclusions as to the ability in mathematics and improvement in such ability achieved by each student, class and school-wide. Whizz Education makes no representation concerning the suitability of the Service in its reporting mode, and cautions You and Your Permitted Users to recognize the necessary limitations of the data in the reports.

What we can guarantee: WHIZZ EDUCATION SHALL DEVELOP AND OPERATE THE SERVICE WITH REASONABLE SKILL AND CARE, SEEKING TO ENSURE THAT IT IS SUITABLE FOR TEACHERS, CHILDREN AND THEIR PARENTS/GUARDIANS AND THAT WHIZZ EDUCATION'S WEBSITE HAS REASONABLE SECURITY PROCEDURES IN PLACE AT ALL TIMES. WHIZZ EDUCATION SHALL USE REASONABLE ENDEAVOURS TO MAKE THE SERVICE AVAILABLE TO YOU AND TO YOUR PERMITTED USERS 24 HOURS A DAY 7 DAYS A WEEK, SUBJECT TO ROUTINE MAINTENANCE AND SITE UPDATES AND TO THE SECTION ENTITLED "FORCE MAJEURE" BELOW.

What we cannot guarantee: EXCEPT AS SET OUT IN THE PARAGRAPH ABOVE, WHIZZ EDUCATION DOES NOT GIVE ANY WARRANTIES IN RESPECT OF THE SERVICE. AS WITH ANY EDUCATIONAL PROGRAMME, THE BENEFIT DERIVED FROM THE USE OF THE SERVICE DEPENDS ON THE DILIGENCE OF THE STUDENT.

WHILST THE SERVICE HAS BEEN DESIGNED TO GENERATE INDIVIDUAL LEARNING PROGRAMMES TAILORED TO THE INDIVIDUAL NEEDS OF EACH STUDENT, A LIMITATION OF ANY INTERNET-BASED LEARNING SYSTEM IS THE FACT THAT IT DEPENDS ON THE ANSWERS SUBMITTED BY THE STUDENT AS THE MAIN FORM OF ASSESSMENT AND CANNOT TAKE INTO ACCOUNT THE FULL RANGE AND COMBINATION OF FACTORS WHICH COULD BE IMPORTANT IN THE CASE OF ANY PARTICULAR STUDENT'S DEVELOPMENT. NOR, IMPORTANTLY, CAN ANY INTERNET- BASED LEARNING SYSTEM ADDRESS



THE SITUATION WHERE A STUDENT HAS HAD ASSISTANCE IN COMPLETING THE QUESTIONS WITHOUT ACTUALLY UNDERSTANDING THE PRINCIPLES INVOLVED.

HAVING REGARD TO THESE CONSIDERATIONS, WHIZZ EDUCATION CANNOT GIVE ANY WARRANTIES THAT EVERY STUDENT'S PERFORMANCE WILL IMPROVE THROUGH THE USE OF THE SERVICE NOR DOES WHIZZ EDUCATION WARRANT THAT THE USE OF THE SERVICE WILL REMEDY ANY SPECIAL LEARNING PROBLEMS NOR THAT THE REPORTS WILL ACCURATELY REFLECT THE ABILITY LEVELS OF ANY OR ALL STUDENTS USING THE SERVICE. WHIZZ EDUCATION CANNOT BE RESPONSIBLE IF SOME STUDENTS FIND OFFENCE IN SOME OF THE SERVICE WHETHER FOR RELIGIOUS, ETHNIC OR OTHER REASONS. IF ANY OFFENCE IS CAUSED, IT WILL BE COMPLETELY UNINTENDED.

This warranty is limited to You and is not transferable.

This limited warranty is void if any failure of the Service to comply with the warranty has resulted from accident, abuse, misapplication, neglect, use of the Service other than in accordance with the FAQs, service or modification by someone other than Whizz Education®. In no event shall Whizz Education® be liable for any damages whatsoever arising out of You accessing the Service other than in accordance with the FAQs, even if advised of the possibility of such damages. Whizz Education® will not be liable for any loss or damage of any kind suffered by any party as a result of reliance upon or reproduction of any errors in the content of the Service.

Whizz Education® does not warrant that the functions of the Service meet Your requirements or that the media is compatible with any computer system or network on which it is used or that the operation of the Service will be unlimited or error free. You assume responsibility for selecting the Service to achieve Your intended results and for the installation of, the use of and the results obtained from the Service.

No information or advice (oral, written or otherwise) given by Whizz Education® or Whizz Education®'s agents or distributors shall create a warranty or in any way increase the scope of this warranty.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, WHIZZ EDUCATION HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR DUTIES OF EVERY NATURE WHATSOEVER (EXCEPT ANY DUTIES OF GOOD FAITH), INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ANY EXPRESS OR STATUTORY WARRANTIES, AND ANY WARRANTIES OR DUTIES REGARDING ACCURACY, TIMELINESS, COMPLETENESS, PERFORMANCE, AVAILABILITY, LACK OF NEGLIGENCE OR OF WORKMANLIKE EFFORT. WHIZZ EDUCATION OFFERS NO ASSURANCE OF UNINTERRUPTED OR ERROR-FREE SERVICE NOR THAT THE SPEED OF THE SERVICE WILL NOT BE ADVERSELY AFFECTED BY FACTORS AFFECTING THE INTERNET GENERALLY. NEITHER DOES WHIZZ EDUCATION PROVIDE ANY



WARRANTY THAT THE SERVICE IS FREE FROM INFECTION BY VIRUSES OR ANYTHING ELSE THAT HAS CONTAMINATING OR DESTRUCTIVE PROPERTIES.

Governing Law: This Agreement will be governed by and construed in accordance with the laws of England and Wales, and You agree to submit to the exclusive jurisdiction of the courts of England and Wales in relation to any matter arising hereunder. Notwithstanding the preceding sentence, Whizz Education® shall have the right to seek injunctive or similar relief in any court of competent jurisdiction anywhere in the world in order to protect its intellectual property rights or its rights in its confidential information.

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