

WISDOM CANVAS LTD TERMS AND CONDITIONS

APPLICATION

1.1 This document outlines the terms under which Wisdom Canvas Ltd ("we", "our", or "us") provides licences to users including students, educators, and parents (collectively referred to as "Users"). It regulates the use of our digital reading platforms, which includes of:

(a) The digital ebook library and reading logging feature available on the Wisdom Canvas platform (StoryZoo owned by Wisdom Canvas Ltd.).

(b) Any associated physical reading materials or resources provided by Wisdom Canvas. These elements are collectively referred to as the "Services".

For the purpose of these terms, references to "Platforms" include all aspects of the Wisdom Canvas Platform and any associated services as described above.

By subscribing to (whether through purchase, as a gift, or on a trial basis) or using the Services, Users are agreeing to abide by the terms set forth below.

CONDITIONS OF USE

2.1 Access to and use of the Services is subject to the acceptance of and compliance with these terms, conditions, notices, and disclaimers (collectively, "Conditions").

2.2 By accessing and using the Services, Users agree to be bound by these Conditions. If a User disagrees with any part of these Conditions, they must stop using the Services immediately.

2.3 We may update these Conditions at any time, which will become effective immediately upon posting on our Platforms. Significant changes to these Conditions will be communicated via email or upon logging into our Platforms.

2.4 By subscribing to or using the Services, Users acknowledge and consent to the processing of their personal data as outlined in our Privacy Policy. Educational institutions, acting on behalf of the end users (students, educators, parents), are responsible for providing necessary consent from the end users in compliance with applicable data protection laws, including the General Data Protection Regulation (UK GDPR).

2.5 All educational institutions must adhere to the terms outlined in the Data Protection Addendum of these Conditions. Using our Services indicates the institution's (and its Users') consent to our processing and handling of User personal data in line with the Data Protection Addendum and our Privacy Policy.

2.6 We commit to fulfilling our obligations under the Data Protection Addendum regarding the handling of school data.

ACCESS AND SUBSCRIPTIONS

3.1 A valid subscription or trial is required for all Users to access and use the Services. Access is limited to the period of the subscription or trial. If a subscription or trial ends without renewal, the User's account will be terminated immediately.

3.2 Student/child data is automatically deleted 90 days post the expiration of a trial or subscription if not renewed. Subscriptions are strictly non-transferable.

3.3 Subscriptions are strictly for non-commercial, educational use and are non-transferable.

3.4 Schools must have individual subscriptions; sharing between institutions, even within the same trust or group, without prior consent, will result in immediate termination of service.

3.5 We may suspend or cancel subscriptions that are unpaid.

3.6 Educational institutions are entitled to a free trial of the Services. Subsequent purchases or subscriptions are non-refundable except for cases of fault that cannot be rectified, or as required by law.

3.7 Users are responsible for their own internet and mobile charges. It is the User's responsibility to ensure compatible technology and internet access for using the Services.

3.8 Misuse of the Services (e.g., hacking, submitting false data) will lead to subscription revocation without refund. Inappropriate use of avatar names or conduct is prohibited.

3.9 Users must safeguard their account details against unauthorised use.

3.10 Subscription fees may change upon renewal, and additional charges may apply for extra content or services. Discounts may be available for subscribers to our other products, subject to our discretion. Contact us for details.

WISDOM CANVAS LTD DATA HANDLING AND CONTENT OWNERSHIP POLICIES

USER PAYMENT INFORMATION SECURITY

4.1 Wisdom Canvas Ltd does not retain or store credit card details following transaction completion.

4.2 We implement rigorous physical and digital safeguards to protect Users' payment information, in line with prevailing Data Protection Legislation. Security measures include encryption protocols, firewalls, and security audits to safeguard against unauthorised access or possible breaches.

COPYRIGHT AND PROPRIETARY RIGHTS

5.1 The array of materials, including both physical and digital content provided on our Platforms, encompasses texts, graphics, software, interactive features, advertisements, logos, and trademarks (collectively referred to as "Content"). This Content is safeguarded by copyright, trademark, and other forms of intellectual property laws, unless stated otherwise.

5.2 The intellectual property rights for the Content, including texts, graphics, logos, sound recordings, computer code, and software, are owned or licensed by Wisdom Canvas Ltd. Unless explicitly authorised under these Terms or applicable laws, Users are prohibited from:

- Modifying, copying, reproducing, distributing, displaying, publishing, or creating derivative works from any portion of the Content; or
- Using the Content for commercial endeavours without our explicit written consent.

5.3 The Content must not be altered, copied, reproduced, republished, framed, downloaded, uploaded to a third party, posted, transmitted, shared, or distributed in any manner not expressly permitted by these Terms or without our explicit prior written consent.

5.4 Commercial use of the Content is strictly forbidden without securing prior written consent from Wisdom Canvas Ltd. Users are encouraged to contact us for inquiries regarding the use of our Content for commercial purposes.

USAGE OF PLATFORM AND RESOURCES

6.1 Schools with an active subscription or trial can utilise the printable resources and materials provided through the Platforms for educational purposes within the confines of their institution.

6.2 Parents holding an active subscription may use the downloadable resources for their household's personal use only.

6.3 Educational institutions may print and store electronic versions of training materials, certificates, posters, logos, guides, and other provided resources for use within their community, ensuring that all Content remains intact and unchanged from its original format, including all copyright and trademark notices.

6.4 Users are responsible for ensuring the secure access of our Sites and Apps, safeguarding against risks such as viruses or malicious code. It is imperative that users take necessary precautions to protect their computer systems and data. Additionally, any use of our Sites or Content in violation of applicable laws or these Terms is strictly prohibited.

6.5 We do not include any third-party links or content within the app to ensure the accuracy and safety of the platform.

6.6 The Client does not verify, monitor, or control the content of the data entered by the School or its personnel and as such, is not responsible for the content of this data. The School acknowledges that it is responsible for ensuring that any sensitive or personal data about students entered into the Software complies with relevant data protection laws and educational regulations.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

7.1 While we strive for accuracy, Wisdom Canvas Ltd does not guarantee the precision, reliability, or completeness of the information within the Platforms, nor do we commit to ensuring the Platforms are updated regularly.

7.2 We disclaim responsibility for any loss suffered due to reliance on the information on our Platforms. Our directors, officers, employees, and contractors provide the Content "as is" without any warranty of accuracy, timeliness, or completeness.

7.3 Our liability for any loss or damage, regardless of cause (negligence included), arising from your use of, or access to, our Platforms, Sites, or Apps, is excluded, except as required by law.

INDEMNIFICATION

8.1 Users agree to indemnify Wisdom Canvas Ltd and its affiliates against all losses, actions, costs, claims, and damages resulting from a breach of these Terms.

SERVICE TERMINATION

9.1 Wisdom Canvas Ltd reserves the right to terminate access to the Platforms at any time, provided prior written notice is given. However, the obligations and protections established by these Terms will survive such termination.

THIRD-PARTY LINKS AND CONTENT

10.1 Our Platforms may contain links to external websites not under our control. These links are provided for convenience, and do not signify our endorsement. Users access these external sites at their own risk.

10.2 We make no representations regarding the accuracy or reliability of any external sites and assume no responsibility for their content.

JURISDICTION AND LEGAL COMPLIANCE

11.1 These Terms are governed by English law. Any disputes arising from these Terms will be subject to the exclusive jurisdiction of the English courts.

11.2 Should any provision of these Terms be deemed unenforceable or illegal, the remaining terms will continue to be in effect.

DATA HANDLING AGREEMENT BETWEEN WISDOM CANVAS LTD AND EDUCATIONAL INSTITUTIONS

This Agreement outlines the data processing terms specifically for educational institution subscriptions to Wisdom Canvas Ltd's platforms. In dealings with educational institutions, such institutions act as "data controllers," while Wisdom Canvas Ltd functions as a "data processor." Standard contractual terms are established to clarify the obligations and liabilities of both parties concerning data processing..

Definitions

1.1 In this Agreement, the terms below are defined as follows:

- (a) "Controller", "Processor", "Data Subject", "Personal Data", and "Processing" have the meanings assigned by Applicable Data Protection Legislation.
- (b) "Applicable Data Protection Legislation" refers to the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and any other relevant UK data protection laws.
- (c) "Company" refers to Wisdom Canvas Ltd, a registered entity in the UK.
- (d) "School" denotes any educational institution utilising our digital platforms.
- (e) "School Data" encompasses Personal Data related to students, their parents or guardians, school staff, and other relevant school information.
- (f) "Platforms" include Wisdom Canvas Ltd's digital services and resources made available online and through our applications.

1.2 References to written communications include emails and electronic documents.

Data Processing Terms

2.1 By using the Platforms and providing School Data, the School consents to this Agreement.

2.2 For the purposes of Applicable Data Protection Legislation, the School is the Controller, and the Company is the Processor of School Data.

2.3 Both parties commit to adhering to Applicable Data Protection Legislation in processing School Data.

2.4 The Company will process School Data solely for the purposes detailed in this Agreement and according to the School's explicit directions, unless legal obligations state otherwise.

2.5 The School directs and authorises the Company to process School Data for the specified purposes, notifying the School of any potential legal conflicts.

2.6 The School guarantees it has a legal basis for transferring Data to the Company for processing and will cover any costs or damages resulting from a lack of such a basis.

International Data Transfers

3.1 The Company will not transfer School Data outside the UK or European Economic Area without ensuring compliance with Applicable Data Protection Legislation.

Confidentiality of Processing

4.1 The Company ensures that any authorised person processing the Data is under a strict confidentiality obligation.

4.2 School Data is to be processed solely for the agreed purposes.

Data Security

5.1 Considering technological advancements and processing risks, the Company will implement measures to protect School Data against unauthorised access, loss, or breaches.

Subcontracting

6.1 The Company may engage subcontractors for processing activities under this Agreement.

6.2 The School consents to the Company's use of listed subcontractors, with the provision for timely notification and objection to changes.

6.3 The Company must obtain the School's approval for additional subcontractors.

6.4 Subcontractor agreements will include data protection terms aligning with this Agreement and Applicable Data Protection Legislation.

Assisting with Data Subject Rights

7. Support for Data Subject Rights and Cooperation:

7.1 Wisdom Canvas Ltd commits to providing necessary and timely support, including appropriate technical and organisational measures, to assist the School in addressing:

- 7.1.1 Any requests from Data Subjects exercising their rights under Applicable Data Protection Legislation (rights include access, correction, objection, erasure, and data portability, where relevant).
- 7.1.2 Any correspondence, inquiries, or complaints received from Data Subjects, regulatory authorities, or other third parties regarding the processing of their data.

7.2 Should any such requests or inquiries be directed to Wisdom Canvas Ltd, we will promptly inform the School, providing detailed information and assist the School in taking appropriate measures.

8. Collaboration on Compliance Obligations:

Wisdom Canvas Ltd will assist the School, as necessary, in fulfilling its obligations under Applicable Data Protection Legislation, including conducting Data Protection Impact Assessments or complying with related obligations under Articles 32 to 36 of the GDPR.

9. Managing Security Incidents:

9.1 Upon identification of a Security Incident affecting School's Personal Data, the discovering party will immediately inform the other party, sharing necessary information and cooperating as required to comply with data breach reporting obligations under Applicable Data Protection Law.

9.2 Both parties will take all reasonable measures to mitigate the effects of the Security Incident, keeping each other informed of developments.

10. Data Deletion or Return Protocol:

10.1 On the School's written request, Wisdom Canvas Ltd will delete or return all Personal Data in its possession or control, including data processed by third parties on behalf of Wisdom Canvas Ltd.

10.2 This clause is not applicable to the extent that Wisdom Canvas Ltd is legally obligated to retain some or all of the Personal Data. In such cases, Wisdom Canvas Ltd will isolate and protect the data from further processing, except as required by law.

11. Indemnification Clause:

Each party agrees to indemnify the other for any losses, costs, or damages arising from breaches of this Data Protection Agreement, contingent upon prompt notification and reasonable damage mitigation efforts.

12. Liability Limitations:

12.1 Wisdom Canvas Ltd is not liable for any losses or damages arising from telecommunications service failures, supplier negligence, reputation damage, or any indirect losses.

12.2 Liability exceptions include damages from negligence, fraud, or matters where liability cannot be legally excluded.

This Agreement ensures both parties' commitment to uphold data protection standards, providing a framework for handling Personal Data responsibly and in compliance with applicable laws.

Annex A Description of Data Processing Activities

This Annex A is incorporated into the General Conditions and outlines the data processing activities Wisdom Canvas Ltd will conduct on behalf of educational institutions.

Data Subjects

The data processing pertains to the following groups of Data Subjects within the School:

- Students
- Parents and Guardians
- Educational and Administrative Staff

Categories of Data

The categories of School Data that will be processed include, but are not limited to:

- Identifying and contact information for the school, such as the school's name, postal address, telephone number, and email address; names and contact details of teachers (phone numbers and email addresses); names of students, their classes, and year groups.
- Records of interactions between the School (and its Data Subjects) and Wisdom Canvas Ltd concerning the Platforms, including any information voluntarily provided to us through communications and engagement with our customer and technical support services.
- Automated collection of information related to Platform usage, such as users' IP addresses, device types, unique device identifiers, browser types and versions, time zone settings, operating systems and platforms, broad geographic location (e.g., country or city-level), and other technical data.
- Automated tracking of Platform interaction, detailing pages visited, links clicked, download errors, duration of page visits, page interaction data, and navigation methods away from pages.
- User responses to educational content on the Platforms, including answers to questions and time taken for responses.

Processing Operations/Permitted Purposes

Wisdom Canvas Ltd will collect, store, and utilise School Data to fulfil our contractual obligations with the School, facilitating the School's and its users' access to and use of the Platforms, including websites and applications.

Sub-Processor Name	Purpose of Processing	Weblink	Location of Processing	Child Data?	DPA?
DigitalOcean	Main servers & databases.	https://www.digitalocean.com/	UK	YES	YES
Postmark	Emails to staff/parents (login/confirm email/password reset.	https://postmarkapp.com/	EU	NO	YES
Cloudflare	CDN & Security.	https://www.cloudflare.com/	EU	NO	YES
Web / App Developers & Consultants	Consultants and developers under contract who create, improve, and manage the apps and websites.	N/A	UK	NO	YES
Xero	Third party payment provider for invoice management.	https://www.xero.com/	US, NZ	NO	YES
G Suite	Cloud provider, emails and calendar.	https://gsuite.google.com	EU	NO	YES
Calendly	Scheduling platform used for one to one demos and consultations with clients.	https://calendly.com/	US	NO	YES

In the case of engaging third-party services for operating and managing our Platforms, we will share only the necessary information required for the delivery of their services to us and to meet our operational needs. We conduct thorough vetting of all third-party suppliers to ensure their adherence to data protection standards, secure handling of data, and their application of proper data protection principles when processing the data we provide. Furthermore, we ensure that a legally binding Data Processing Agreement (DPA) is in place with each third-party service provider to safeguard Personal Data.