

# Terms and Conditions of Service

## Class Diagnostix Ltd

Last updated: 4 July 2026

These Terms and Conditions govern the use of <https://www.classdiagnostix.com> and any associated Class Diagnostix web application, upload workflow, analysis tools, reports, exports, documentation and support services.

## 1. About these Terms

1.1 These Terms form a legal agreement between Class Diagnostix Ltd, a company incorporated in England and Wales with company number 14866606 and registered office at Class Diagnostix Ltd, 124 City Road, London, EC1V 2NX ("Class Diagnostix", "we", "us" or "our"), and the school, academy, college, trust, local authority, business, individual or other organisation that subscribes to or uses the Service ("Customer", "you" or "your").

1.2 If an individual accepts these Terms or uses the Service on behalf of a Customer, that individual confirms that they have authority to bind the Customer.

1.3 These Terms apply together with any order form, invoice, subscription confirmation, written quotation, Data Processing Terms, Privacy Policy (<https://www.classdiagnostix.com/privacy>) and any other document expressly incorporated into the contract.

1.4 If there is a conflict between documents, the order form or written quotation takes priority for commercial terms, Schedule 1 takes priority for personal data processing terms, and these Terms apply to all remaining matters.

1.5 The Service is intended for professional education use by authorised adult users. It is not intended for direct use by children, pupils or students unless expressly agreed in writing and controlled by the Customer.

## 2. Definitions

2.1 Authorised User means an employee, contractor, teacher, school leader, administrator or other person authorised by the Customer to use the Service.

2.2 Customer Data means data, files, spreadsheets, assessment information, pupil information, reports, outputs and other materials uploaded to or generated through the Service for the Customer.

2.3 Data Protection Laws means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and any other applicable UK data protection or privacy laws as amended or replaced from time to time.

2.4 Personal Data, Controller, Processor, Data Subject, Processing and Sub-processor have the meanings given to them in the UK GDPR.

2.5 Service means the Class Diagnostix website, application, spreadsheet upload tools, validation tools, question-level analysis tools, reports, PDF exports, account functions, documentation and related support services.

2.6 Subscription Period means the subscription, licence or access period stated in the relevant order form, invoice, quotation or online purchase flow.

### **3. The Service**

3.1 The Service helps Customers upload assessment spreadsheets, validate or correct detected spreadsheet fields, and generate diagnostic reports including pupil, teacher, subject leader and related PDF or data exports.

3.2 The Service is a support tool for educational analysis. It does not replace professional judgement by teachers, school leaders, safeguarding staff, assessment leads or other qualified professionals.

3.3 We may update, improve, change, suspend or withdraw parts of the Service where reasonably necessary for security, compliance, reliability, supportability, product improvement or commercial reasons.

3.4 We will use reasonable endeavours to keep the Service available, but we do not guarantee uninterrupted, error-free or permanent availability.

### **4. Accounts and Authorised Users**

4.1 The Customer is responsible for ensuring that only Authorised Users access the Service.

4.2 The Customer must ensure that all Authorised Users comply with these Terms. The Customer is responsible for acts and omissions of Authorised Users as if they were the Customer's own acts and omissions.

4.3 Login credentials must be kept confidential and must not be shared except through authorised account-management functionality.

4.4 The Customer must notify us promptly at [hello@classdiagnostix.com](mailto:hello@classdiagnostix.com) if it suspects unauthorised access, credential disclosure, data loss, security compromise or misuse of the Service.

4.5 We may suspend accounts or access where we reasonably believe this is necessary to protect the Service, Customer Data, other users, security, legal compliance or our legitimate business interests.

### **5. Licence and Permitted Use**

5.1 Subject to payment of applicable fees and compliance with these Terms, we grant the Customer a non-exclusive, non-transferable, revocable licence during the Subscription Period to use the Service for its own internal educational purposes.

5.2 Unless expressly agreed in writing, the licence is limited to the Customer organisation named in the order form or invoice and does not extend across a multi-academy trust, group, local authority or other separate organisation.

5.3 Unless expressly agreed in writing, the licence is limited to a maximum of 1,500 students or pupils.

5.4 The Customer may download, save and print reports generated for its internal educational use, provided that access and sharing remain lawful, proportionate and limited to people with a legitimate need to see the material.

5.5 The Customer must not resell, sublicense, lease, rent, distribute, commercially exploit, reverse engineer, copy, modify, decompile, disassemble or create derivative works from the Service except to the extent permitted by law.

## **6. Uploads, Auto-Detection and Report Outputs**

6.1 The Customer is responsible for ensuring that all uploaded spreadsheets and Customer Data are accurate, lawful, appropriate and authorised for upload.

6.2 The Service may automatically detect spreadsheet cells, columns, rows, student names, classes or groups, question numbers, final question columns, maximum marks, student score rows and related assessment fields.

6.3 Automated detection may be incomplete or incorrect, particularly where spreadsheets have unusual formatting, merged cells, hidden columns or rows, missing values, inconsistent labels or non-standard layouts.

6.4 The Customer and its Authorised Users must review upload validation messages, confirm or correct detected fields, and check generated reports before relying on or sharing them.

6.5 We are not responsible for errors, omissions, inaccurate reports or inappropriate outputs caused by incorrect source data, incorrect spreadsheet formatting, incorrect field selection, ignored validation warnings or misuse of report outputs.

6.6 Reports generated by the Service must not be used as the sole basis for significant educational, assessment, intervention, disciplinary, pastoral, safeguarding, grouping, progression or other decisions affecting pupils or staff.

6.7 The Customer remains responsible for interpreting reports fairly, lawfully and in context.

## **7. Customer Data and Restrictions on Uploaded Data**

7.1 The Customer retains ownership of Customer Data. The Customer grants us the rights necessary to host, process, transmit, display, back up, analyse and otherwise use Customer Data solely to provide, secure, support and improve the Service in accordance with these Terms and Schedule 1.

7.2 The Customer must not upload data unless it has all necessary rights, permissions, lawful bases and internal approvals to do so.

7.3 The Customer must not upload safeguarding records, medical records, special category data, criminal offence data, highly sensitive pastoral notes or unnecessary personal data unless this has been expressly agreed in writing and the Customer has completed any required data protection assessment.

7.4 The Customer must use appropriate care when downloading, emailing, printing, storing or sharing reports outside the Service.

## **8. Acceptable Use**

8.1 The Customer and Authorised Users must comply with the Acceptable Use Policy (a separate document to this). The Customer is responsible for ensuring that data uploaded to the Service is lawful, accurate, relevant and limited to what is necessary for the agreed assessment diagnostic

purpose. Class Diagnostix may suspend, restrict or refuse processing where it reasonably believes that use of the Service breaches the Acceptable Use Policy, creates a security risk, involves excessive or prohibited data, or may be unlawful.

## **9. Fees, Payment and Taxes**

9.1 Fees are as stated on the website, invoice, order form or quotation. Unless stated otherwise, fees are in pounds sterling and exclusive of VAT and other taxes.

9.2 Payment is due within 30 days of the invoice date unless the order form or invoice states otherwise.

9.3 Access may be withheld or suspended until payment has been received.

9.4 If payment is overdue, we may suspend or restrict access after giving reasonable notice.

9.5 The Customer is responsible for ensuring that purchase orders, internal approvals and payment processes are completed in time to avoid interruption of access.

## **10. Cancellation, Renewal and Refunds**

10.1 Unless an order form states otherwise, subscriptions run for the Subscription Period and do not automatically renew unless renewal has been agreed in writing or through the online subscription process.

10.2 For school, business and organisational customers, cancellation and refund rights are those stated in the order form, invoice or these Terms. Statutory consumer cancellation rights do not normally apply to business-to-business contracts.

10.3 As a goodwill policy only, an annual subscription may be cancelled within 14 days of the licence start date for a full refund if the Customer has not materially used the Service to upload live pupil data or generate live reports, unless we agree otherwise in writing.

10.4 If we supply the Service to a consumer, any mandatory consumer rights under UK law will apply and will override any inconsistent term in these Terms.

10.5 After the applicable cancellation period, fees are non-refundable unless we are in material breach of these Terms or the order form states otherwise.

## **11. Support, Maintenance and Availability**

11.1 Support requests should be sent to [hello@classdiagnostix.com](mailto:hello@classdiagnostix.com) or through any support process made available in the Service.

11.2 Support is provided on a reasonable-efforts basis unless a separate written support or service level agreement applies.

11.3 We may carry out planned or emergency maintenance. Where reasonably practicable, we will try to minimise disruption.

11.4 We are not responsible for downtime, delay or loss caused by third-party hosting, internet access, school networks, browsers, devices, firewalls, payment providers, email providers or other systems outside our reasonable control.

## 12. Intellectual Property

12.1 We and our licensors own all intellectual property rights in the Service, software, code, design, workflow, documentation, report templates, branding, trade marks, know-how and materials provided by us.

12.2 Except for the limited licence expressly granted in these Terms, no rights are transferred to the Customer.

12.3 The Customer must not remove copyright notices, trade marks, disclaimers or other proprietary notices from the Service or materials.

12.4 If the Customer provides feedback, ideas or suggestions, we may use them to improve the Service without restriction or payment, provided we do not disclose the Customer's confidential information or personal data unlawfully.

## 13. Confidentiality

13.1 Each party must keep confidential information received from the other party confidential and must not disclose it except as permitted by these Terms or required by law.

13.2 Confidential information may be disclosed to employees, contractors, professional advisers and service providers who need to know it and are subject to appropriate confidentiality obligations.

13.3 Confidentiality obligations do not apply to information that is public other than through breach, already lawfully known, independently developed without use of confidential information, or lawfully received from a third party.

## 14. Data Protection and Children's Data

14.1 Each party must comply with Data Protection Laws.

14.2 Where we process personal data on behalf of the Customer as processor, Schedule 1 applies.

14.3 The Customer is usually the controller for pupil assessment data uploaded by or on behalf of a school. We are usually the processor for that data when we process it solely to provide the Service on the Customer's documented instructions.

14.4 If we process personal data for our own separate purposes, such as account administration, billing, security monitoring, legal compliance, service analytics based on aggregated or anonymised data, or direct communications with account holders, we may act as controller for that processing as described in our Privacy Policy (<https://www.classdiagnostix.com/privacy>).

14.5 The Customer must ensure that its privacy notices and internal policies explain the use of the Service where required by Data Protection Laws.

14.6 We will not sell pupil personal data. We will not use pupil personal data for advertising to children. We will not use identifiable pupil data for product development except as permitted by Schedule 1, the Privacy Policy (<https://www.classdiagnostix.com/privacy>), the Customer's documented instructions or a separate written agreement.

14.7 The Customer must consider whether a data protection impact assessment is required before using the Service, particularly where use involves children's data, large datasets, sensitive data or new processing activities.

## 15. Third-Party Services and Sub-Processors

15.1 The Service may use third-party hosting, infrastructure, security, email, payment, analytics, document processing or support providers.

15.2 Where those providers process personal data on our behalf as sub-processors, Schedule 1 applies.

15.3 The current list of sub-processors is available at <https://www.classdiagnostix.com/subprocessors> or on written request. The Customer should review this list before using the Service.

## 16. Warranties and Disclaimers

16.1 We will provide the Service with reasonable skill and care.

16.2 We do not warrant that the Service will be uninterrupted, error-free, compatible with every spreadsheet format, or capable of meeting every Customer requirement.

16.3 We do not warrant that automated spreadsheet detection, validation messages, reports, calculations, exports or recommendations will always be complete, accurate or suitable for a particular purpose.

16.4 Except as expressly stated in these Terms, all warranties, conditions, representations and terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

## 17. Liability

17.1 Nothing in these Terms limits or excludes liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot lawfully be limited or excluded.

17.2 Subject to clause 17.1, we are not liable for indirect, consequential or special loss, loss of profit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of anticipated savings, wasted management time, loss caused by inaccurate Customer Data, or loss caused by failure to review validation warnings or report outputs.

17.3 Subject to clauses 17.1 and 17.2, our total aggregate liability arising out of or in connection with the Service, whether in contract, tort, negligence, misrepresentation, restitution, breach of statutory duty or otherwise, is limited to the fees paid by the Customer for the Service in the 12 months before the event giving rise to the claim.

17.4 If the Service is provided free of charge, our total aggregate liability is limited to £100, subject to clause 17.1.

17.5 The parties agree that the limitations in this clause are reasonable in light of the nature of the Service, the fees charged, the Customer's responsibility for uploaded data and review of outputs, and the availability of alternative checks and professional judgement.

## 18. Indemnity

18.1 The Customer must indemnify us against losses, liabilities, damages, penalties, fines, costs and expenses arising from unlawful Customer Data, unauthorised uploads, breach of Data Protection Laws by the Customer or its Authorised Users, misuse of the Service, or breach of these Terms by the Customer or its Authorised Users.

18.2 This indemnity does not apply to the extent that the relevant loss is caused by our breach of these Terms, negligence, wilful default or breach of Data Protection Laws.

## 19. Suspension and Termination

19.1 We may suspend or terminate access immediately if the Customer materially breaches these Terms, fails to pay undisputed fees when due, creates a security or data protection risk, uses the Service unlawfully, or becomes insolvent.

19.2 Either party may terminate for material breach if the other party fails to remedy a remediable breach within 14 days of written notice requiring remedy.

19.3 Termination does not affect rights and liabilities accrued before termination.

19.4 On termination or expiry, the Customer must stop using the Service and all licences granted under these Terms will end.

19.5 We may delete or disable accounts and Customer Data after termination or expiry in accordance with Schedule 1, our Privacy Policy (<https://www.classdiagnostix.com/privacy>) and any applicable retention periods.

## 20. Withdrawal or Change of Materials

20.1 We may withdraw or change materials, features or report types if we reasonably believe this is necessary for legal, security, intellectual property, data protection, technical, supportability or product reasons.

20.2 Where a material change materially reduces core paid functionality during a Subscription Period, we will use reasonable endeavours to give notice and, where appropriate, provide a workaround, replacement functionality or pro-rata refund.

## 21. Force Majeure

21.1 We are not liable for delay or failure to perform caused by events beyond our reasonable control, including internet failures, hosting failures, cyber incidents, industrial disputes, utility failures, transport failures, war, terrorism, civil unrest, epidemic, pandemic, fire, flood, storm, legal restrictions, sanctions, supplier default or other events outside our reasonable control.

## 22. Notices

22.1 Notices under these Terms must be in writing and may be sent by email.

22.2 Notices to us should be sent to [hello@classdiagnostix.com](mailto:hello@classdiagnostix.com).

22.3 Notices to the Customer may be sent to the email address associated with the Customer account, order form or invoice.

22.4 Email notices are deemed received on the next business day after sending unless the sender receives a delivery failure notice.

## 23. Changes to these Terms

23.1 We may update these Terms from time to time.

23.2 If a change materially affects the Customer during a current paid Subscription Period, we will give at least one month's notice where reasonably practicable.

23.3 If the Customer does not accept a material change, it may terminate the affected subscription before the change takes effect and we will refund any prepaid fees for the unused part of the Subscription Period.

23.4 Continued use of the Service after updated Terms take effect means the Customer accepts the updated Terms.

## 24. General

24.1 The Customer may not assign, transfer or subcontract its rights or obligations under these Terms without our prior written consent.

24.2 We may assign or transfer our rights and obligations to a group company, purchaser of our business or successor provider, provided this does not materially reduce the Customer's rights.

24.3 No person other than the parties has rights under the Contracts (Rights of Third Parties) Act 1999 to enforce these Terms.

24.4 If any provision is invalid, unlawful or unenforceable, it will be modified to the minimum extent necessary to make it valid, lawful and enforceable. If modification is not possible, it will be treated as deleted and the rest of the Terms will continue in force.

24.5 These Terms, together with the documents incorporated into them, constitute the entire agreement between the parties about the Service and replace previous agreements about the Service.

24.6 A waiver is only effective if given in writing and only applies to the circumstances for which it is given.

## 25. Governing Law and Jurisdiction

25.1 These Terms and any dispute or claim arising out of or in connection with them are governed by the laws of England and Wales.

25.2 The courts of England and Wales have exclusive jurisdiction, except where mandatory law requires otherwise.

# Schedule 1: Data Processing Terms

This Schedule applies where Class Diagnostix processes personal data on behalf of the Customer as processor. It is intended to form part of the written contract required by Article 28 of the UK GDPR.

## 1. Roles and Processing Details

1.1 For pupil assessment data, uploaded spreadsheets, generated reports and related school data processed to provide the Service, the Customer is the controller and Class Diagnostix is the processor unless the parties agree otherwise in writing or the law requires otherwise.

1.2 Subject matter: hosting, processing, validating and analysing assessment data and generating diagnostic reports through the Service.

1.3 Duration: for the Subscription Period and any additional period required for deletion, return, backup retention, legal compliance or dispute handling.

1.4 Nature and purpose: receipt, storage, extraction, validation, calculation, analysis, report generation, export, support, troubleshooting, security monitoring, backup and deletion.

1.5 Data subjects may include pupils, students, teachers, school staff, account users and other individuals included in Customer Data.

1.6 Personal data may include names, school email addresses, account details, class or group, year group, assessment marks, question-level scores, maximum marks, report outputs, uploaded spreadsheet content, usage records and support communications.

1.7 Special category data and safeguarding data are not intended to be processed through the Service unless expressly agreed in writing.

## 2. Customer Instructions

2.1 We will process personal data only on the Customer's documented instructions, including these Terms, the order form, the Customer's use of Service functionality, support requests and any written instructions agreed between the parties.

2.2 We will inform the Customer if we believe an instruction infringes Data Protection Laws, unless prohibited by law from doing so.

2.3 We may process personal data where required by UK law, in which case we will inform the Customer before processing unless the law prohibits us from doing so.

## 3. Confidentiality

3.1 We will ensure that persons authorised to process personal data are subject to appropriate confidentiality obligations.

3.2 Access to personal data will be limited to people who need access to provide, secure, support or maintain the Service.

## 4. Security Measures

4.1 We will implement appropriate technical and organisational measures designed to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage.

4.2 These measures may include access controls, password protection, role-based access, encryption in transit, secure hosting, backups, logging, least-privilege access, staff confidentiality obligations and vulnerability management, taking into account the nature, scope, context and risk of the processing.

4.3 The Customer remains responsible for local security controls, including user access management, device security, downloaded reports, email sharing, local storage and internal permission management.

## 5. Sub-Processors

5.1 The Customer gives general written authorisation for us to appoint sub-processors to support the Service.

5.2 We will maintain a list of material sub-processors at <https://www.classdiagnostix.com/subprocessors> and provide it on request.

5.3 We will impose data protection obligations on sub-processors that are materially equivalent to those in this Schedule.

5.4 We remain responsible to the Customer for the performance of sub-processors' data protection obligations.

5.5 We will give reasonable notice of any intended material change to sub-processors where required by Data Protection Laws, giving the Customer an opportunity to object on reasonable data protection grounds.

## 6. International Transfers

6.1 We will not transfer personal data outside the United Kingdom unless appropriate safeguards are in place as required by Data Protection Laws.

6.2 Appropriate safeguards may include adequacy regulations, the UK International Data Transfer Agreement, the UK Addendum to EU Standard Contractual Clauses, or another lawful transfer mechanism.

## 7. Assistance with Customer Obligations

7.1 Taking into account the nature of processing and the information available to us, we will provide reasonable assistance to help the Customer comply with its obligations relating to data subject rights, security, breach notification, data protection impact assessments and consultation with the ICO where required.

7.2 If we receive a request from a data subject relating to Customer-controlled personal data, we will, where appropriate, refer the requester to the Customer or notify the Customer, unless prohibited by law.

7.3 We will not respond directly to data subject requests concerning Customer-controlled personal data except on the Customer's documented instructions or where required by law.

## 8. Personal Data Breaches

8.1 We will notify the Customer without undue delay after becoming aware of a personal data breach affecting Customer-controlled personal data.

8.2 The notification will include information reasonably available to us to help the Customer meet its breach assessment and notification obligations.

8.3 The Customer is responsible for deciding whether notification to the ICO, data subjects or any other party is required, unless the breach concerns processing for which we are controller.

## 9. Deletion and Return

9.1 On expiry or termination of the Service, or on written request, we will delete or return Customer-controlled personal data in accordance with the Customer's reasonable instructions, unless UK law requires continued storage.

9.2 Data in backups may not be deleted immediately but will be protected from active use and deleted in accordance with our normal backup deletion cycle, which should be stated in the Privacy Policy (<https://www.classdiagnostix.com/privacy>) or sub-processor/security information.

9.3 We may retain limited records where necessary for legal, accounting, billing, security, dispute resolution or compliance purposes.

## 10. Audits and Compliance Information

10.1 We will make available information reasonably necessary to demonstrate compliance with this Schedule.

10.2 The Customer may request reasonable audit information no more than once per year unless a personal data breach, regulatory request or serious compliance concern justifies a further request.

10.3 Audits must be carried out during normal business hours, on reasonable notice, in a way that does not compromise the security, confidentiality or availability of the Service or other customers' data.

## 11. Customer Responsibilities

11.1 The Customer is responsible for ensuring that it has a lawful basis for processing and uploading personal data to the Service.

11.2 The Customer is responsible for providing privacy notices to pupils, parents, staff and other data subjects where required.

11.3 The Customer is responsible for ensuring that uploaded data is necessary, proportionate, accurate and limited to what is needed for the Customer's educational purposes.

11.4 The Customer is responsible for responding to data subject requests unless we are controller for the relevant processing.

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