

Data Processing Agreement

Under Article 28 of the UK General Data Protection Regulation (UK GDPR)

Between:

Data Controller ("the School")	Data Processor ("the Processor")
Organisation name: _____	Organisation name: Rogue Digital Ltd (trading as UpGrades)
Address: _____	Address: 71-75 Shelton Street, Covent Garden, London WC2H 9JQ
DPO / contact name: _____	DPO / contact name: Data Protection Officer
Email: _____	Email: dpo@upgrades.app

Effective date: _____

1. Purpose and Scope

This Data Processing Agreement ("DPA") sets out the terms on which the Processor processes personal data on behalf of the School in connection with the UpGrades adaptive revision platform ("the Service").

This DPA is supplementary to the Terms of Service and Privacy Policy available at www.upgrades.app/terms and www.upgrades.app/privacy.

2. Definitions

"**Data Protection Legislation**" means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, and any successor legislation.

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

3. Data Processing Details

3.1 Subject Matter and Duration

The Processor processes personal data for the purpose of providing the UpGrades adaptive revision platform to the School's students and staff. Processing continues for the duration of the service agreement and for a reasonable period thereafter to fulfil legal obligations.

3.2 Categories of Data Subjects

- Students (aged 14–19) enrolled at the School
- Teachers and school staff with platform accounts
- School administrators

3.3 Types of Personal Data Processed

Category	Data Elements	Lawful Basis
Account data	Name, email address, school affiliation, role (student/teacher/admin)	Contract performance
Learning data	Question responses, scores, revision session history, topic progress, streaks	Contract performance
AI interaction data	Questions asked to AI tutor, AI-generated feedback, session transcripts	Contract performance
Technical data	Login timestamps, device type, browser type, IP address (anonymised after 30 days)	Legitimate interest
Assessment data	Predicted grades, performance analytics, progress reports shared with teachers	Contract performance

3.4 Special Category Data

The Processor does not intentionally collect or process special category data (Article 9 UK GDPR). If such data is inadvertently provided via free-text fields, it is not extracted, categorised, or used for any processing purpose.

4. Obligations of the Processor

4.1 Processing Instructions

The Processor shall process personal data only on documented instructions from the School, unless required by law. The Processor shall inform the School if it believes an instruction infringes Data Protection Legislation.

4.2 Confidentiality

The Processor ensures that all persons authorised to process personal data are bound by appropriate confidentiality obligations.

4.3 Security Measures

The Processor implements appropriate technical and organisational measures, including:

- Encryption of data in transit (TLS 1.2+) and at rest (AES-256)
- Role-based access control with principle of least privilege
- All data hosted within the UK/EU (Convex cloud infrastructure)
- Regular security updates and vulnerability monitoring
- Audit logging of all data access and AI interactions
- Automatic session timeouts and secure authentication (Clerk)
- No student data is used to train AI models — all AI processing uses Anthropic's API with data processing terms that prohibit training on inputs

4.4 Sub-processors

The Processor uses the following sub-processors. The School is deemed to have given general written authorisation for these sub-processors. The Processor will notify the School of any intended changes to sub-processors, giving the School the opportunity to object.

Sub-processor	Purpose	Location
Convex, Inc.	Database hosting and backend infrastructure	UK/EU
Clerk, Inc.	Authentication and user management	EU
Anthropic, PBC	AI-powered question generation and feedback (no training on data)	US (with DPA)

Vercel, Inc.	Marketing website hosting (no student data)	EU
Plausible Insights OÜ	Privacy-friendly analytics (no personal data, no cookies)	EU

4.5 Data Subject Rights

The Processor shall assist the School in responding to requests from data subjects exercising their rights under the UK GDPR, including access, rectification, erasure, restriction, portability, and objection. The Processor shall respond to the School's assistance requests within 5 working days.

4.6 Data Protection Impact Assessments

The Processor shall provide reasonable assistance to the School with data protection impact assessments and prior consultations with the ICO, where required.

4.7 Breach Notification

The Processor shall notify the School without undue delay (and in any event within 48 hours) upon becoming aware of a personal data breach. The notification shall include:

- The nature of the breach, including categories and approximate number of data subjects affected
- The likely consequences of the breach
- Measures taken or proposed to address the breach
- Contact details of the Processor's data protection officer

4.8 Data Deletion and Return

Upon termination of the service agreement, or upon the School's request, the Processor shall:

- Delete all personal data within 30 days, or
- Return all personal data to the School in a machine-readable format (JSON/CSV), and then delete all copies

The Processor may retain data where required by law, in which case it shall inform the School and continue to protect the data in accordance with this DPA.

5. Obligations of the School

The School warrants that:

- It has a lawful basis for sharing student personal data with the Processor
- It has provided appropriate privacy notices to students and parents/guardians
- It has obtained any necessary consents (where consent is the lawful basis)
- Its instructions to the Processor comply with Data Protection Legislation

6. International Transfers

The Processor stores all student personal data within the UK/EU. Where a sub-processor is located outside the UK (e.g., Anthropic for AI processing), the Processor ensures that appropriate safeguards are in place, including Standard Contractual Clauses (SCCs) or UK International Data Transfer Agreements (IDTAs), and that the sub-processor's data processing agreement prohibits the use of personal data for model training.

7. Audit Rights

The Processor shall make available to the School all information necessary to demonstrate compliance with this DPA and Data Protection Legislation. The Processor shall allow for and contribute to audits, including inspections, conducted by the School or an auditor mandated by the School, subject to reasonable notice and confidentiality obligations.

8. Liability and Indemnity

Each party's liability under this DPA is subject to the limitations set out in the Terms of Service. Nothing in this DPA limits either party's liability for breaches of Data Protection Legislation to the extent that such limitation is not permitted by law.

9. Term and Termination

This DPA shall remain in effect for the duration of the service agreement. The obligations regarding data deletion (Section 4.8) and confidentiality (Section 4.2) shall survive termination.

10. Governing Law

This DPA is governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

11. Signatures

For the School (Data Controller):

Name:

Position:

Date:

Signature

For Rogue Digital Ltd (Data Processor):

Name:

Jamie Barton

Position:

Director

Date:

Signature

UpGrades is a trading style of Rogue Digital Ltd, registered in England and Wales. Registered office: 71-75 Shelton Street, Covent Garden, London WC2H 9JQ.

Contact: dpo@upgrades.app | www.upgrades.app/trust | www.upgrades.app/privacy