

# Mime Data Capture

## Privacy Policy for Schools

**Effective Date:** This policy is effective from 28<sup>th</sup> September 2018.

### 1. Definitions used in this Policy

- **Authorised User** – An individual user that has been set up and can access or upload data on the Website
- **Effective Date** – The date from which this Policy is effective
- **Mime Consulting Ltd** (“we”, “our”, “us”) – The company (registered number 6306298) responsible for developing the System
- **Provider(s)** – The school, college, university, training provider, local authority, academy trust or other education establishment (“you”) that has registered an account on the System. In the case of Licence Holders, this will normally be the name of the organisation on the invoice (at the address stated on the invoice).
- **Sensitive Data** – Data on individual young people that has been entered or uploaded by Authorised Users on the System
- **Services** – The Mime Data Capture and Analytics Services which include secure collection and transmission of data as well as summary analytics and visualisations
- **System** – the data capture website (<https://datacapture.mime.education>) and associated backend data processing system used to produce analysis
- **Third Party** – Another organisation which is legally separate to Mime Consulting Ltd
- **Website** - the Data Capture website (<https://datacapture.mime.education>)
- **You** – An individual user of the System who agrees to these terms of use.

### 2. Usage of the Services and System

By using the Services and System you accept and agree to these terms of use. Any changes to our terms will be made on this page.

### 3. Privacy

By using the Services, you are consenting to the use of your Provider’s information as set out in this Policy. If you do not agree to any of the provisions of this Policy you should not use the Services.

#### A. The information we collect

The following information will be securely stored from your use of the Website:

- **The Internet Protocol (IP) address** of the device from which you access the website (which could be used to identify the city from which you are accessing the website)
- **The time, frequency and duration** of your visits to the website
- **The device and operating system** used to visit the website
- **The data you enter or upload** when using the System. This includes:
  - The characteristics of the children at your Provider and, if you choose to provide them, their names
  - Exam and other assessment data
  - The children you wish to discount from analysis

## **B. How we use this information**

We will use your information in the following ways:

- To allow you to securely retrieve the information from different Internet-enabled computers via the Website
- To allow us to produce analysis reports for use in school improvement so that you, and the organisations that give your Provider support, can target resources appropriately
- For us to provide technical support to you
- To communicate information about the System to you
- If required to do so by law (including in response to a court order or other legal demand)

There are certain things we will never do with your data or data on your children:

- We will never give information about you, as an individual or as a Provider, or about your children to marketing organisations
- We will never make public information about you as an individual or your children
- We will never send you or your children spam emails

## **C. Requesting access to the information we hold about you**

If you wish to access or amend any personal data we hold about you, please contact us at [privacy@mime.education](mailto:privacy@mime.education).

## **D. Accessing the information we hold about your children**

If you wish to access or amend any data we hold about your children you can do this through the Website.

## **E. Requesting that we delete the information we hold about you**

If you wish for us to delete all information we hold about you, please email us at [privacy@mime.education](mailto:privacy@mime.education). We will then delete your data within 30 days. However, we may need to retain some of your personal data to fulfil our legal obligations, or where we have a legitimate reason for doing so.

## **F. Requesting that we delete the information we hold about your children**

If you wish for us to remove information we hold about all or some of the children at your Provider, please email us at [privacy@mime.education](mailto:privacy@mime.education).

In the event that more than one user has an individual user account for your Provider, upon receiving a request for deletion of data for a Provider we will contact all other users by email to inform them that the account is due to be deleted, along with a timeframe for the deletion of the data.

Once all users have been contacted, we will delete the Provider account, and all the linked children's characteristic and assessment data within 30 days.

## G. Cookies

Cookies are small text files that are placed on your computer by websites that you visit. These text files can be read by these websites and help to identify you when you return to a website.

Where you use Mime<sup>1</sup> or DataPix<sup>2</sup> websites to access the Services, the website uses cookies to improve the user experience and to provide essential functionality.

To find out how to see what cookies have been set and how to reject and delete cookies, please visit [www.aboutcookies.org](http://www.aboutcookies.org). To opt-out of analysis by Google Analytics on the websites used in delivering the Services, please visit [tools.google.com/dlpage/gaoptout](https://tools.google.com/dlpage/gaoptout).

## 4. Data protection & Security

Your privacy and the protection of your and your children's data are of the utmost importance to us and we take data security very seriously. As such:

- Security certificates are used on the website, similar to those employed by banks, and data is encrypted during transfer
- All our employees that have access to sensitive data are DBS checked
- Access to sensitive information is protected by username and password. All user passwords are encrypted
- Mime Consulting Limited adheres to a strict information security policy (available on request) which all our employees and subcontractors sign
- Mime is registered with the Information Commissioners Office (reference: Z1059351)
- Data is only used for the purposes specifically agreed with you, and never for marketing purposes
- Your data is only retained for as long as is required for us to provide services to you, or where we are required to by law.

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<sup>1</sup> Mime websites include, but are not limited to, [www.mimeconsulting.co.uk](http://www.mimeconsulting.co.uk), [www.mime.education](http://www.mime.education), <https://datatransfer.mime.education> and <https://datacapture.mime.education>

<sup>2</sup> Including [www.datapix.org](http://www.datapix.org) and [www.datapix.co.uk](http://www.datapix.co.uk)

## **A. Retention period**

Unless you have already requested that we remove your data, we will securely delete all sensitive and personally identifiable children data from the system 2 years after the Services have been completed. This period is set so that we are able to respond to any queries on the analysis.

## **5. Changes to the Services**

Where there are changes made to the data collected or how it is used, these terms and conditions will be updated accordingly, and users of the Services will be notified by email.

We reserve the right at any time to suspend or discontinue providing the Services, temporarily or permanently, either completely or in particular geographical areas. In the case of any suspension or discontinuation we shall use all reasonable endeavours to notify registered users of such decision in advance.

## **6. Ownership and Copyright**

The Services are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Title, ownership rights, and all intellectual property rights in and to the Services and related documentation shall remain with Mime Consulting Limited and/or its licensors (as appropriate). You agree not to modify the code used in delivering the Services, reproduce the Services except as expressly authorised herein, create derivative works of, or attempt to decipher, translate, decompile, disassemble, reverse engineer the Services or otherwise attempt to derive the source code of the Services or assist or encourage any Third Party in doing so.

## **7. Limitation of Liability and Indemnity**

Whilst we will use reasonable endeavours to correct any errors in the Services as soon as practical once they have been brought to our attention, we make no warranties that the Services will operate without interruption or be error-free.

Neither Mime Consulting Limited nor anyone else who has been involved in the creation, production or delivery of the Services shall be liable for any loss of revenue, profit or data, or for damages (including direct, indirect, incidental, punitive, consequential and special damages), whether in tort, contract or otherwise, arising out of the your or any Third Party's use or inability to use the Services (including that resulting from a temporary or permanent suspension of service).

Under no circumstances will Mime Consulting Limited be held responsible for the outcomes of any decisions made, or any advice or guidance provided as a result of the information used through the Services.

## **A. Indemnification**

You hereby agree to indemnify, defend and hold harmless Mime Consulting Limited, its successors, assigns, affiliates, agents, directors, officers, employees and shareholders from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from:

- any violation by you of these Terms and Conditions of Use; and/or
- any activity related to your data, be it by you or by any other person accessing your data with or without your consent unless such activity was caused by our act or default.

## **8. Changes and Updates to These Terms and Conditions**

We may occasionally update these Terms and Conditions of Use (for example when introducing new features) and when we do so, we will revise the Effective Date shown. We will update the home page of the Website if any changes are made.

Your use of the Website means you accept the Terms and Conditions of Use that are shown on the Website at the point of use.