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Squadzy: Master Terms

School customers, hosted version · Version 1.0 · 13 November 2026

These are the standard terms a school accepts by signing an order form. They apply alongside the DPA and SLA.

1. Documents and acceptance

1.1 These Master Terms are between Apex Sports Technology Ltd, company number 17256832, 20 Wenlock Road, London N1 7GU, United Kingdom (**Squadzy**), and the school or school group named in the order form (**Customer**).

1.2 The agreement is made up of: the order form (including any special terms it contains); these Master Terms; the Data Processing Agreement at squadzy.app/legal/dpa (**DPA**); the Service Level Agreement at squadzy.app/legal/sla (**SLA**); and the add-on terms in clause 10 when switched on, each in the version listed in the order form. The IT & Security pack and Trust & Security page are information only and are not part of the agreement.

1.3 If documents conflict: the order form prevails over these Master Terms on the commercial arrangements and service configuration agreed for the Customer; the DPA prevails on the processing of personal data; the payments terms prevail on payment processing; the AI terms prevail on use of the AI assistant; the SLA prevails on service availability, support and service levels; and these Master Terms govern all other matters. Special terms in the order form override a provision of another document only if they expressly identify it.

1.4 The Customer accepts the agreement when an authorised person signs the order form. The versions listed in the order form, a copy of which is attached to it, are the versions that apply, subject to clause 17. Changes to the online copies do not amend the agreement, except under clause 17 and the DPA's sub-processor clause.

1.5 Individual users (staff, parents and pupils) accept the End User Terms at squadzy.app/legal/user-terms when they first sign in. Those terms do not change what is agreed between Squadzy and the Customer.

2. The Service

2.1 Squadzy provides the Squadzy school sport and activities platform (web and mobile app) and support as described in the order form (the **Service**), for the schools, user numbers and modules the order form lists. Authorised users are the staff, parents, pupils and other people the Customer invites or whose accounts arrive through its MIS sync.

2.2 Squadzy gives the Customer's authorised users the right to use the Service during the term, for the Customer's own school operations. The Customer may not resell the Service

or give access to other organisations.

2.3 Squadzy may improve and change the Service. It will not materially reduce the core functionality the Customer has paid for during a paid term without notice and, where appropriate, a fair adjustment.

2.4 Support and availability targets are in the SLA.

3. Pilots

3.1 If the order form says the term is a pilot (a time-limited evaluation with an agreed scope, which may be free or discounted), the Service is provided for the pilot period and scope the order form states, at the fee it states (which may be nothing).

3.2 Unless the order form says otherwise, either party may end a pilot at any time by written notice. The SLA's service credits do not apply to pilots, but its support targets do.

3.3 The pilot order form may set out the terms on which the Customer can continue to a paid plan. The Customer continues by confirming in writing, as the order form states, on or before the date it gives. Nothing converts automatically, and Squadzy will not start charging until the Customer has confirmed. Those terms can be changed only by both parties agreeing in writing.

3.4 These Master Terms and the DPA apply during a pilot. If the pilot ends and the Customer does not continue, the Customer may export its data, and Squadzy returns or deletes personal data in accordance with the DPA.

4. Customer responsibilities

4.1 The Customer is responsible for: the users it invites and the roles it gives them; keeping login details secure; the accuracy and lawfulness of data it or its MIS provides; having a lawful basis and giving the notices (including to parents and pupils) that data protection law requires; and obtaining any consents it needs, for example for photographs of pupils.

4.2 The Customer is responsible for its own network, devices and MIS configuration, including which fields it shares through Wonde.

4.3 The Customer shall tell Squadzy promptly if it suspects unauthorised access to its account.

5. Acceptable use

The Customer shall not, and shall ensure its users do not: use the Service unlawfully; try to access data they are not authorised to see; upload harmful code or malicious content; interfere with the operation or security of the platform; misuse personal data; or reverse engineer, copy or try to replicate the platform.

6. Fees and billing

6.1 The Customer pays the fees in the order form. Squadzy invoices as the order form states. Unless the order form says otherwise, invoices are payable within 30 days in the currency shown. Where fees are per participating student, a participating student is a

unique student for whom the Customer has given access to the Service, either to the student or to a parent or guardian of the student, during the billing month. Each student is counted once per month. Staff, and students whose records are only synced from the MIS without anyone given access, are not counted. Estimated fees in the order form are estimates and not a minimum commitment.

6.2 Fees exclude VAT, GST, withholding taxes and any other applicable taxes or duties. The Customer is responsible for applicable taxes, other than taxes on Squadzy's income.

6.3 If an invoice is overdue, Squadzy may send written notice. If it remains unpaid 14 days after that notice, Squadzy may pause administrator features until it is paid, but will never block parents' payments to the Customer.

6.4 Disputed amounts: the Customer shall pay the undisputed part, tell Squadzy of the dispute within 14 days of the invoice, and both parties shall work to resolve it in good faith.

6.5 Squadzy may change its fees only at renewal, by giving at least 60 days' written notice before the renewal date. Where the order form fixes the price until a stated date, the price does not change before that date.

6.6 Payments that parents make to the Customer through the Service are covered by clause 10, not this clause.

7. Term and cancellation

7.1 The agreement starts on the start date in the order form and runs for the initial term it states.

7.2 After the initial term it renews for successive renewal periods of the length the order form states, unless either party gives notice of non-renewal in the notice period the order form states.

7.3 If the order form does not state a term, the agreement runs month to month and either party may end it on 30 days' written notice.

7.4 **No automatic free plan.** Following expiry or termination of a paid subscription, the Customer has no automatic entitlement to continued access on a free plan. Any continued free access is subject to Squadzy offering that plan and the parties agreeing its applicable terms. Otherwise, clause 8.3 and the DPA's return and deletion provisions apply.

8. Termination

8.1 Either party may end the agreement on written notice if the other: (a) commits a material breach and does not fix it within 30 days of notice; or (b) enters formal insolvency proceedings.

8.2 Squadzy may suspend access immediately where needed to protect the security of the Service or other customers, or for serious misuse, and will give notice and restore access as soon as the problem is resolved.

8.3 When the agreement ends, the Customer's right to use the Service ends, the Customer may export its data first, and clause 9 and the DPA govern return and deletion. Fees already paid are not refunded unless the agreement ended because of Squadzy's

uncured breach, in which case Squadzy refunds the fees for the unused part of the term.

8.4 Clauses 9, 11, 12, 14, 18 and 19, and any right that has already arisen, continue after the agreement ends.

9. Data protection

9.1 The Customer is Controller and Squadzy is Processor of the personal data in the Service, as the DPA sets out. The DPA applies to that data.

9.2 The Customer owns the data it puts into the Service or syncs into it. Squadzy uses it only to provide, secure and support the Service, as the DPA allows.

9.3 Squadzy does not sell personal data. It may use anonymised, aggregated usage information that does not identify any school or person to improve the Service.

10. AI and payments add-ons

10.1 AI features and in-app payments are off by default. They are switched on only by an authorised administrator of the Customer in the Service, or by the order form. The Customer confirms that its administrators have authority to accept these terms for it. When a switch-on happens, the Customer accepts the add-on terms for that feature and Squadzy records the time, the person who accepted and the version accepted.

10.2 **AI.** AI output is draft-only and must be reviewed by authorised staff before it is shared. School data is not used to train public AI models. Medical and emergency contact data is not used in AI features. The AI add-on terms apply when the feature is switched on.

10.3 **Payments.** Where the Customer enables in-app payments, parents pay the Customer through a supported third-party payment provider (such as Stripe). The Customer holds its own account with the provider and is the merchant on each payment, and funds settle directly to the Customer. Squadzy provides the software and integration only and never receives or holds parents' funds. The Customer is responsible for its prices, refund rules, refunds, disputes and chargebacks, and for its own tax and receipt obligations. The payments add-on terms at squadzy.app/legal/payments set out the detail, including the provider's terms, and apply when payments are switched on.

11. Intellectual property

11.1 Squadzy and its licensors own all intellectual property rights in the platform, software and related materials. The Customer gets only the right to use the Service in clause 2.2.

11.2 The Customer keeps ownership of its data and gives Squadzy the limited right to host and process it to provide the Service.

11.3 If the Customer gives feedback or suggestions, Squadzy may use them without restriction or payment.

12. Confidentiality

Each party shall keep the other's non-public information confidential, use it only for this agreement, and disclose it only to people who need it and are bound to keep it

confidential, or where the law requires. This does not apply to information that is public through no fault of the recipient, was already known to it, or is independently developed. The obligation lasts for 3 years after the agreement ends, and for as long as the law requires for personal data.

13. Warranties and disclaimers

13.1 Squadzy shall provide the Service with reasonable skill and care and in line with the order form.

13.2 Squadzy is not a school's system of record for medical, safeguarding or emergency information. The Customer's MIS and its own procedures remain the primary source. Squadzy provides a convenient synced copy and aims to keep it available and accurate under the SLA, but the Customer should keep its own emergency procedures in place.

13.3 Except as stated in this agreement, and as far as the law allows, Squadzy gives no other warranties. It aims for a reliable service but does not promise uninterrupted or error-free operation.

14. Liability

14.1 Nothing in this agreement limits liability that cannot be limited by law, including death or personal injury caused by negligence, or fraud.

14.2 Subject to clause 14.1, each party's total liability under or in connection with this agreement in any contract year is limited to the greater of (a) the annual fees payable under the order form for that contract year and (b) £25,000. A contract year is each 12 months starting on the start date or a renewal. This does not limit the Customer's obligation to pay fees.

14.3 Subject to clause 14.1, neither party is liable for loss of profit, goodwill or revenue, or for indirect or consequential loss. This does not reduce fees that are due.

14.4 Liability under the DPA is subject to the same cap as clause 14.2, and the two are not added together.

15. Indemnities

Neither party gives an indemnity under these Master Terms unless the order form says so.

16. Force majeure, assignment and subcontracting

16.1 Neither party is in breach for delay or failure caused by events beyond its reasonable control, provided it tells the other promptly and takes reasonable steps to limit the effect. This does not excuse payment of fees due.

16.2 Neither party may assign the agreement without the other's consent, not to be unreasonably withheld, except that either may assign it to a successor of its business.

16.3 Squadzy may use subcontractors, including the sub-processors in the DPA, and remains responsible for their work under this agreement.

17. Changes to these terms

Squadzy may publish a new version of these Master Terms. A new version applies to the Customer only (a) from the next renewal, or (b) 30 days after Squadzy emails notice of a material change to the Customer's contact, unless the Customer objects in that time, in which case the version it signed continues for the rest of its term. Changes to the DPA and SLA follow the same rule. Sub-processor changes follow the DPA. A change that the law requires applies when the law requires it.

18. General

18.1 Notices must be in writing and sent by email to the contacts in the order form (and to hello@squadzy.app for Squadzy), and take effect when sent unless a delivery failure is received.

18.2 The agreement is the whole agreement on its subject and replaces earlier discussions. Changes must be in writing, except under clause 17.

18.3 If a provision is invalid, the rest remains in effect.

18.4 A person who is not a party has no right to enforce the agreement.

18.5 The order form may be signed electronically and in counterparts.

19. Governing law

This agreement, and any dispute about it, is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction, unless the order form's special terms say otherwise.

Apex Sports Technology Ltd (trading as Squadzy), company no. 17256832, 20 Wenlock Road, London N1 7GU, United Kingdom. Version 1.0.