

# Terms & Conditions

**Version:** 1.0

**Effective Date:** 14 January 2026

**Language:** English

## 1 ACCEPTANCE OF TERMS & CONDITIONS

These Terms and Conditions ("Terms") govern the access and use of the Gradewing Service, provided by Gradewing, operated by Pablo Peñas López, acting as a self-employed professional established in Spain, with its principal place of business at Travesía de Somosierra 9, 2ºB, 28760 Tres Cantos, Madrid, SPAIN, and tax identification number 53746221-M.

The current version of these Terms & Conditions is available on the Gradewing website at <https://www.gradewing.com/terms/> and may be accessed, downloaded, and reviewed at any time.

By creating a Client Account on the Gradewing Platform, the Client (and its authorised Users) accepts and agrees to be bound by these Terms, together with the Privacy Policy, which collectively govern all use of the Service. If you do not agree to these Terms, you must not access or use the Platform.

Acceptance of these Terms is required for any use of the Service, including paid Subscriptions or Free Trials. Acceptance of these Terms does not create any obligation to purchase a paid Subscription.

Gradewing reserves the right to update or modify these Terms at any time. Any changes will take effect upon publication on the Gradewing website. The continued use of the Service by the Client or any of its Users after such changes shall constitute acceptance of the revised Terms.

Note: A Spanish version of these Terms is also available. In case of any conflict or inconsistency between the English and Spanish versions, the Spanish version shall prevail.

## 2 DEFINITIONS

For the purposes of these Terms, the following words and expressions shall have the meanings set out below:

- **Client:** The contracting party (educational institution or other legal entity) that enters into a contractual relationship with Gradewing by creating a Client Account, accessing the Platform, purchasing a Subscription or participating in a Free Trial.
- **Client Account:** The secure, institutional profile created by Gradewing for a Client to access and use the Service.
- **Data:** All information, including Personal Data, uploaded or entered by the Client or its Users into the Platform.
- **Free Trial:** A time-limited, no-charge access to the Service granted by Gradewing for evaluation purposes, subject to these Terms and any limitations communicated at the time the Free Trial is offered.
- **Intellectual Property Rights:** All copyrights, database rights, trademarks, trade names, patents, design rights, and any other proprietary rights relating to the Service, whether registered or not.

- **Notice:** Any formal communication relating to the Service or a Subscription, submitted electronically by the Client to Gradewing or by Gradewing to the Client, including through the Client Account on the Gradewing Platform (such as via the Subscription or billing management interface), by email, or through any other electronic method expressly made available by Gradewing for such purpose.
- **Personal Data:** Shall have the meaning set out in Article 4 of Regulation (EU) 2016/679 (the General Data Protection Regulation, or “GDPR”).
- **Platform:** The Gradewing web-based software environment (the interface and system) accessible via the internet, which allows schools to record, manage, analyse and generate reports on students’ academic results and related information.
- **Renewal Date:** the date on which a Subscription period expires and, unless a Notice of non-renewal has been submitted in accordance with these Terms, the Subscription is renewed for a further Subscription period of the same duration.
- **Service:** The Gradewing SaaS product, which includes access to the Platform, periodic updates, customer support, technical support and related documentation.
- **Subscription:** The periodic licence purchased by a Client, granting paid access to the Service for a defined number of User Accounts, subject to renewal as specified in these Terms.
- **User:** Any natural person authorised by the Client to access and use the Service on its behalf, under the Client’s Account, including but not limited to: teachers, school leadership, data managers and school administrators.
- **User Account:** The secure, individual profile created by a Client for a User to access and use the Service.

### 3 SERVICE DESCRIPTION

#### 3.1 Provision of the Service

Gradewing provides a Software as a Service (SaaS) solution that enables the Client and its authorised Users to record, manage, analyse and generate reports on students’ academic results in line with British and International school curricula. The Service is made available exclusively to registered educational institutions and their authorised staff members, either on a paid Subscription basis or as part of a Free Trial, subject to the Client’s acceptance of these Terms.

#### 3.2 Scope of Access

Access to the Service is limited to the Client via the Client Account and to its authorised Users via individual User Accounts. Gradewing may, at its discretion, restrict the number of User Accounts, storage capacity, or other features in accordance with the terms of the Client’s Subscription or Free Trial.

#### 3.3 Features

The Service includes, but is not limited to, the following functionalities:

- Registration and management of authorised Users.
- Registration and management of school Data: students, teachers, subjects, etc.
- Recording and analysis of academic results.
- Report generation.
- Secure cloud-based data storage.
- Access to ongoing updates and improvements to the Service, including enhancements to the Platform.
- Customer support.

- Compatibility with the assessment frameworks and grading systems used in British and International Baccalaureate (IB) curricula.

### 3.4 AI Features

The Platform includes artificial intelligence–based functionalities (“AI Features”) designed to assist Users with Data analysis, insights generation, and text-based outputs related to academic information processed within the Platform. AI Features operate by processing Data provided by the Client and its Users through large language models.

Use of AI Features consumes AI credits in accordance with Section 5.6. AI Features may be subject to functional, usage, or availability limitations and may be modified, restricted, or discontinued by Gradewing from time to time as part of the Service.

The Client acknowledges that the AI Features are powered by third-party artificial intelligence service providers (“AI Providers”). Use of the AI Features is subject to usage restrictions or acceptable use requirements imposed by the AI Providers, including those published on the relevant provider’s website at **[TBC]**. The Client agrees to comply with such requirements solely to the extent they apply to the Client’s use of the AI Features within the Service.

Gradewing designs and operates the AI Features so that Personal Data is not shared with AI Providers as part of the standard operation of the Service. However, where a User elects to input text containing Personal Data into the AI Features, such content will be transmitted to the relevant AI Provider solely for the purpose of generating the requested output. The Client remains solely responsible for ensuring that any Personal Data included in such inputs is lawful and appropriate. In such cases, the relevant AI Provider shall act as a sub-processor and shall be subject to the confidentiality, data protection, and sub-processing obligations set out in Section 7.5.

### 3.5 Limitations

The Service is provided for the internal educational purposes of the Client and may not be resold, sublicensed, or otherwise distributed to third parties without prior written consent from Gradewing.

Gradewing does not guarantee uninterrupted, error-free, or completely secure access to the Platform and the Service, although it shall use commercially reasonable efforts to minimize downtime and promptly address issues that may affect the Service.

Certain features of the Platform may be temporarily unavailable due to maintenance, upgrades, or unforeseen technical issues.

### 3.6 Client Responsibilities

The Client is responsible for maintaining the confidentiality of its Client Account credentials and for all activity that occurs under its account.

The Client shall ensure that all authorised Users comply with these Terms and applicable laws, including data protection regulations.

The Client is responsible for ensuring that its systems, devices, and network environment meet the technical requirements necessary to access and use the Platform, and that such systems are properly

secured, maintained, and free from malware or other security vulnerabilities. Gradewing shall not be liable for issues arising from the Client's hardware, software, or internet connection.

The Client is responsible for the accuracy, completeness, and legality of all Data entered in the Platform.

The Client shall provide an immediate Notice to Gradewing of any unauthorised access or security incident.

### **3.7 User Responsibilities**

Users shall access and use the Service only in accordance with these Terms, the Client's internal policies, and all applicable laws. Each User is responsible for:

- Maintaining the confidentiality of their login credentials and restricting access to their User Account.
- Ensuring that all Data entered in the Platform is accurate, lawful, and up to date.
- Using the Service solely for legitimate educational and administrative purposes related to the Client.
- Refraining from any action that could impair, disrupt, or interfere with the proper functioning of the Platform or the Service.
- Providing an immediate Notice to the Client or Gradewing of any unauthorised access or security incident.

The Client shall remain fully responsible for the actions and omissions of its Users.

### **3.8 Service Updates**

Gradewing may update, modify, or enhance the Service from time to time, including adding or removing features. These updates are implemented with the intention of improving performance, security, usability, or overall value of the Service for the Client.

## **4 ACCOUNT REGISTRATION & ACCESS**

### **4.1 Client Account Registration**

To access the Service, the Client must hold a valid Client Account created by Gradewing upon registration. The Client shall provide accurate, current, and complete information during registration and shall keep such information updated throughout the duration of access, whether during a paid Subscription or Free Trial. Gradewing reserves the right to request evidence of the Client's institutional status (e.g., accreditation, legal identity, or similar documentation) before activating the Client Account.

### **4.2 User Account Creation and Management**

User Accounts are created and managed by the Client through the Client Account. The Client is solely responsible for:

- Authorising Users to access the Service.
- Ensuring that User Accounts are assigned only to appropriate staff members.
- Deactivating User Accounts when access to them is no longer required.

The Client acknowledges that each User Account is personal and must not be shared between individuals.

#### 4.3 Account Credentials and Security

The Client and its Users shall maintain the confidentiality of all login credentials associated with the Service. Login credentials must not be shared with any other person. Gradewing shall not be liable for any unauthorised access resulting from lost, stolen, or otherwise compromised credentials.

The Client must provide an immediate Notice to Gradewing if it becomes aware of:

- Any unauthorised access to the Client Account or a User Account.
- Any security breach affecting the Platform or the Client's Data.

Gradewing may temporarily suspend access to the Service if it reasonably believes that security is at risk.

#### 4.4 Access Restrictions

Gradewing may suspend or limit access to the Client Account or any User Account if:

- The Client or any of its Users violates these Terms.
- The Client has unpaid invoices.
- There is a suspected or confirmed security issue.
- There is a request from a competent authority.
- Continued access could harm the Platform or its Users.

Gradewing shall make reasonable efforts to provide a Notice to the Client of any such restriction, unless prohibited by law or necessary to prevent further risk.

#### 4.5 Third-Party Access

The Client and its Users shall not permit any unauthorised third party to access the Service, either directly or indirectly, including by sharing credentials or allowing access to devices already logged in.

Where third-party integrations are requested or enabled by the Client (e.g., Single Sign-On providers or school information systems), the Client remains responsible for ensuring such integrations comply with all applicable laws, including data protection regulations.

#### 4.6 Free Trial

Gradewing may, at its discretion, provide the Client with access to a Free Trial prior to the purchase of a paid Subscription.

A Free Trial provides a time-limited, no-charge access to the Service for evaluation purposes and enables the Client to upload or enter its own Data. Access to a Free Trial requires the creation of a Client Account and acceptance of these Terms.

Free trial periods, duration, and limitations shall be specified by Gradewing at the time the trial is offered.

Access will automatically expire at the end of the Free Trial period. Unless the Client purchases a paid Subscription or Gradewing extends the Free Trial period by providing Notice to the Client, Gradewing shall terminate the Service upon such expiry, with the effects set out in Section 8.2 applying accordingly.

Subscription fees and billing obligations apply only when the Client purchases a paid Subscription in accordance with Section 5. A Free Trial does not oblige the Client to purchase a Subscription. However, use of the Service during a Free Trial remains subject to these Terms.

## 5 SUBSCRIPTION & BILLING

### 5.1 Subscription Plans

Gradewing offers different Subscription plans, and the Client may select the plan that best suits its educational institution's needs. Each Subscription specifies:

- The Subscription period.
- The number of User Accounts included.
- The number of monthly default AI credits included.
- Applicable fees.

Gradewing reserves the right to introduce additional Subscription tiers, pricing plans, or features at any time. Existing Subscriptions will not be materially altered without prior Notice to the Client.

### 5.2 Subscription Period

Unless otherwise agreed in writing, all Subscriptions to the Service are annual or monthly, and begin only when the Client selects a Subscription plan and completes the purchase process. Creating a Client Account or accepting these Terms does not activate a paid Subscription.

Each Subscription continues for the period specified and automatically renews for successive periods of the same duration unless the Client cancels the Subscription in accordance with Section 5.4 or Gradewing terminates the Service in accordance with Section 8.1.

### 5.3 Subscription Fees and Payment

The Client shall pay the Subscription fees as set out in the applicable invoice. The invoice shall reflect the fees agreed at the time of registration.

All fees are exclusive of value-added tax (VAT) or other applicable taxes, which shall be added to the invoice and charged in accordance with applicable law. The Client is responsible for paying all applicable taxes, duties, or levies imposed by any applicable authority in connection with the Subscription, including VAT.

Payment must be made in the currency specified by Gradewing and in accordance with the payment method accepted at the time of purchase.

Subscription fees are payable in full and in advance, and the Subscription period shall commence only once payment has been successfully received by Gradewing.

Unless otherwise stated, fees paid for a Subscription are non-refundable. No refunds shall be provided for partial periods or unused User Accounts.

Gradewing may modify its Subscription fees from time to time. For annual Subscriptions, any change in fees shall take effect as of the next Renewal Date of the Client's Subscription. For monthly Subscriptions, any change in fees shall take effect exclusively on 1 September, irrespective of the Subscription start date. Gradewing shall provide the Client with Notice of any updated fees at least thirty (30) days in advance of the applicable effective date. Continued use of the Service on or after the applicable effective date constitutes acceptance of the updated fees.

Gradewing may modify its Subscription fees from time to time. Where Subscription fees are updated, the updated pricing shall be published on the Gradewing website with effect from 1 August of the applicable year and shall apply immediately to new Subscriptions entered into on or after that date.

Any updated Subscription fees shall apply to existing Subscriptions only from the next Renewal Date of the Client's Subscription following such publication. Gradewing shall provide the Client with Notice of any updated fees at least fifteen (15) days in advance of the applicable Renewal Date. Continued use of the Service on or after the applicable Renewal Date constitutes acceptance of the updated fees.

#### **5.4 Subscription Renewal and Cancellation**

Subscriptions will automatically renew at the end of the current Subscription period unless the Client provides a Notice of non-renewal (Subscription cancellation) before the applicable Renewal Date. On the Renewal Date, Gradewing will invoice the Client for the renewed Subscription at the then-current fees. If the Client fails to pay any fees by the Renewal Date, Gradewing may apply the access restrictions described in Section 4.4 until full payment is received.

Cancellation of a Subscription constitutes non-renewal only and does not result in early termination of the Subscription. In the event of cancellation, the Subscription shall expire at the end of the then-current Subscription period, and Gradewing shall terminate the Service as of the applicable Renewal Date, with the effects set out in Section 8.2 applying accordingly. The Service shall remain available to the Client until the end of the then-current Subscription period. The Client may, at its discretion, discontinue use of the Service prior to that date.

In no case shall any refund, credit, or partial reimbursement be provided, unless expressly agreed in writing by Gradewing.

#### **5.5 Changes to Subscription Plan**

The Client may upgrade or downgrade its Subscription plan at any time via the Platform. Any such change shall take effect immediately upon confirmation by Gradewing and Notice thereof to the Client.

Where the Client upgrades to a higher-priced Subscription plan, Gradewing shall charge the Client the prorated difference between the fees applicable to the previous Subscription plan and the upgraded Subscription plan for the remainder of the then-current Subscription period. Access to the additional features associated with the upgraded plan shall be granted only upon successful payment of such prorated fees.

Where the Client switches to a lower-priced Subscription plan, any resulting prorated credit shall be applied as a balance to the Client Account and used to offset future Subscription fees. No cash refunds shall be issued in connection with downgrades.

All subsequent Subscription periods shall be billed at the then-current fees applicable to the Client's selected Subscription plan.

#### **5.6 AI Credits**

Each Subscription plan includes a limited monthly allocation of AI credits ("monthly AI credits"), which may be used solely within the Gradewing Platform as part of the Service. These monthly AI credits reset on the first day of each calendar month, do not carry over, and are always consumed before any permanent AI credits.

Clients may also purchase additional AI credits ("permanent AI credits") via the Platform for peak or supplementary use. Permanent AI credits can be consumed only after all available monthly AI credits have been depleted. Permanent AI credits do not expire and are non-refundable.

The Client controls the allocation and use of AI credits through its authorised Users, including any limits assigned to individual User Accounts, and is solely responsible for monitoring AI credit usage and consumption.

## 6 INTELLECTUAL PROPERTY

### 6.1 Ownership

All Intellectual Property Rights in the Service, the Platform, and any materials provided by Gradewing in connection with the Service remain the exclusive property of Gradewing or its licensors. Nothing in these Terms shall transfer ownership of any Intellectual Property Rights to the Client or its Users.

### 6.2 Licence

Subject to these Terms, Gradewing grants the Client and its authorised Users a limited, non-exclusive, non-transferable, revocable licence to access the Service and use the Platform solely for the Client's legitimate educational purposes, and only during the term of the Subscription or Free Trial, strictly in accordance with these Terms. This licence does not confer any rights to:

- Copy, reproduce, or modify the Service or Platform.
- Reverse engineer, decompile, or attempt to access or derive the source code of the Platform.
- Remove, obscure, or alter any copyright, trademark, or other proprietary notices.
- Distribute, sublicense, rent, lease, or otherwise make the Service available to any third party.

### 6.3 Client Content

The Client retains ownership of all Data uploaded or entered in the Platform, including Personal Data, provided that such Data does not infringe any third-party Intellectual Property Rights. By using the Service, the Client grants Gradewing a non-exclusive, worldwide, royalty-free licence to use, store, display, and process such Data solely for the purposes of providing the Service, performing maintenance, and supporting the Client's use of the Platform.

### 6.4 Publicity Rights

Unless the Client objects in writing, Gradewing may publicly identify the Client as a customer for general marketing and promotional purposes, limited to displaying the Client's name and logo on the Gradewing website, in marketing materials, and in sales presentations.

Gradewing shall not disclose any confidential information or any Data (including any Personal Data of students or staff) for such purposes.

The Client may withdraw this permission at any time by providing a Notice to Gradewing, in which case Gradewing will cease any further use within a reasonable period.



## 6.5 Feedback

Any comments, suggestions, or ideas about the Service provided by the Client or its Users may be used, modified, and incorporated by Gradewing into the Service on a perpetual, irrevocable, royalty-free basis, without obligation or compensation to the Client.

## 6.6 Trademarks

All trademarks, service marks, logos, and brand names used in connection with the Service and the Platform are the property of Gradewing or its licensors. Nothing in these Terms grants the Client any right, title, or interest in such trademarks.

# 7 DATA PROTECTION & PRIVACY

## 7.1 Compliance with Applicable Law

Each party shall comply with all applicable data protection and privacy laws. Gradewing complies with Regulation (EU) 2016/679 ("GDPR") and Spanish Organic Law 3/2018 ("LOPDGDD"). Clients are responsible for complying with the data protection laws applicable to them, including GDPR where relevant.

## 7.2 Roles of the Parties

For the purposes of providing the Service:

- The Client acts as data controller of the Personal Data entered into the Platform.
- Gradewing acts as data processor on behalf of the Client in relation to such Personal Data.

Gradewing and the Client shall comply with the data protection obligations set out in this Section 7 (Data Protection & Privacy), which constitutes the Data Processing Agreement (DPA) under GDPR and any other applicable law. By accepting these Terms, the Client agrees to these data processing obligations.

## 7.3 Purposes of Processing

Gradewing processes Personal Data solely to:

- Provide, maintain, and improve the Service.
- Create and manage Client Accounts and User Accounts.
- Ensure the security, performance, and integrity of the Platform.
- Provide technical support.
- Comply with applicable legal or regulatory obligations

Gradewing shall not process Client Data for any purpose unrelated to the provision of the Service.

## 7.4 Security Measures

Gradewing implements appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.

These measures include, without limitation, encryption in transit and at rest, role-based access controls, secure authentication, regular security patching, system monitoring, backups, and contractual obligations with sub-processors to maintain equivalent security standards.

## 7.5 Confidentiality and Sub-Processors

Gradewing shall ensure that all personnel authorised to process Personal Data on its behalf are bound by confidentiality obligations, whether contractual or statutory, and shall only process Personal Data in accordance with the Client's instructions and these Terms.

Gradewing may engage sub-processors to carry out certain processing activities on behalf of the Client, including hosting, storage, maintenance, or support of the Platform. Gradewing shall ensure that all sub-processors are bound by written agreements requiring them to comply with GDPR and applicable data protection obligations equivalent to those set out in this Section 7.

The current list of sub-processors includes, but may not be limited to:

Subprocessor	Purpose	Location
Hetzner Online GmbH	Hosting, storage and backup	Germany
Stripe Payments Europe Ltd.	Payment processing, fraud prevention	EEA, non-EEA (including United States)
[TBC]	Third-party artificial intelligence service	[TBC]

The Client may obtain an up-to-date list of sub-processors upon request.

## 7.6 International Data Transfers

Personal Data processed by Gradewing in connection with the provision of the Service is primarily stored and processed within the European Economic Area (EEA).

Certain sub-processors may process Personal Data outside the EEA. Where Personal Data is transferred outside the EEA, such transfers shall be carried out in accordance with applicable data protection law and subject to appropriate safeguards under GDPR, including Standard Contractual Clauses (SCCs) or other approved transfer mechanisms.

By using the Service, the Client acknowledges and consents to such international data transfers where they are necessary for the provision of the Service.

## 7.7 Client Responsibilities

The Client is responsible for:

- Ensuring it has a valid legal basis to process Personal Data in the Service.
- Informing data subjects (students, parents, or guardians) about how their Personal Data is processed via the Platform.
- Ensuring the accuracy of the Data it enters into the Platform.
- Managing access rights within its organisation.

## 7.8 Data Subject Rights

Data Subjects, including Users of the Platform, have the following rights under GDPR:

- Access to their Personal Data.
- Rectification of inaccurate or incomplete Data.
- Erasure of Personal Data.

- Restriction of processing.
- Data portability.
- Objection to certain processing activities.
- Rights related to automated decision-making, including profiling.

Requests should be submitted through the Client, who acts as the data controller. Where appropriate, Gradewing will also respond directly to Users regarding Personal Data processed by Gradewing, in accordance with GDPR and applicable law.

## 7.9 Data Breach Notification

Gradewing shall provide a Notice to the Client without undue delay upon becoming aware of any Personal Data breach affecting Data processed through the Service.

Gradewing shall provide all reasonably necessary information and assistance to enable the Client to comply with its obligations under applicable data protection law, including notification to the relevant supervisory authority and affected Data Subjects where required.

Gradewing shall maintain a record of all Personal Data breaches, including the facts, effects, and remedial actions taken.

## 7.10 Data Retention and Deletion

Gradewing retains all Data, including Personal Data, entered by the Client or its Users for the duration of the active Subscription or Free Trial.

Following termination of a Subscription or expiry of a Free Trial, Gradewing may retain the Client's Data in an inactive and restricted state for a period of up to twelve (12) months solely for the purpose of enabling Client Account reactivation at the Client's request. During this retention period, the Client may request reactivation of the Service in accordance with Section 8.4.

Upon expiration of the twelve (12) month retention period, the inactive Client Account and all retained Data shall be permanently deleted or irreversibly anonymised. The Client is solely responsible for exporting its Data prior to such termination or expiry. Gradewing shall have no obligation to provide access to, or retrieval of Data after termination of a Subscription or expiry of a Free Trial. Gradewing shall not be liable for any loss of Data resulting from the Client's failure to export Data prior to termination or expiry or failure to request reactivation within the retention period.

Data Retention may be extended only to comply with legal obligations, resolve disputes, or enforce agreements.

## 7.11 Privacy Policy

Additional details regarding how Gradewing collects, uses, and protects Personal Data are described in the Gradewing Privacy Policy, which forms an integral part of these Terms.

The Privacy Policy is available at <https://www.gradewing.com/privacy/> and may be updated from time to time.

## 8 TERMINATION

### 8.1 Termination by Gradewing

Gradewing may terminate or suspend the Client's access to the Service, in whole or in part, with immediate effect, if:

- The Client fails to pay any undisputed fees within the timeframes set out in these Terms.
- The Client or any of its Users materially breaches these Terms and fails to remedy such breach within 7 days of Notice.
- Gradewing is required to do so to comply with applicable law.
- Gradewing reasonably determines that continued access by the Client or a User poses a security risk, legal risk, or risk to the integrity or performance of the Service.

### 8.2 Effect of Termination

Upon termination of the Service for any reason, including expiry of a Subscription following non-renewal in accordance with Section 5.4 or expiry of a Free Trial in accordance with Section 4.6:

- The Client's and Users' access to the Service and Platform shall cease.
- Gradewing will deactivate the Client Account and all related User Accounts.
- Client Data shall be retained, deleted, or anonymised in accordance with Section 7.10.
- Any outstanding fees owed by the Client shall become immediately due and payable.

### 8.3 Survival

The termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to termination.

The following provisions shall survive termination:

- Intellectual Property.
- Confidentiality.
- Data Protection obligations (to the extent applicable).
- Outstanding payment obligations.
- Liability and Indemnity (if included).
- Governing Law and Jurisdiction.
- Any other provisions that by their nature are intended to survive.

### 8.4 Account Reactivation

Following termination of a Subscription or expiry of a Free Trial, and subject to the Data retention provisions set out in Section 7.10, the Client may request reactivation of its Client Account within the applicable Data retention period.

Reactivation is subject to Gradewing's confirmation, the purchase of a new Subscription, and compliance with the then-current Terms. Gradewing does not guarantee that all Data can be restored in all circumstances.

In no case shall a Client Account be capable of reactivation after the expiration of the applicable Data retention period, and Gradewing shall have no obligation to restore any Data after such expiration.

## 9 LIMITATION OF LIABILITY

### 9.1 Exclusion of Indirect Losses

To the maximum extent permitted by applicable law, Gradewing shall not be liable to the Client for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of business, loss of Data (except where caused by Gradewing's wilful misconduct), loss of goodwill, or business interruption, arising out of or in connection with the Service or this Agreement.

### 9.2 Liability Cap

To the maximum extent permitted by applicable law, Gradewing's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total Subscription fees paid by the Client to Gradewing in the twelve (12) months immediately preceding the event giving rise to the liability.

### 9.3 Exclusions From Limitation

The limitations set out in this Section shall not apply to:

- Liability for death or personal injury caused by negligence.
- Liability for fraud or fraudulent misrepresentation.
- Any other liability that cannot be excluded or limited under applicable law.

### 9.4 Client Responsibility for Use of the Service

The Client acknowledges that the Service is provided for educational and administrative purposes and that Gradewing is not responsible for any decisions made by the Client based on the output or data provided by the Service.

### 9.5 AI-Generated Outputs

The Client acknowledges that any outputs, recommendations, insights, or text generated by the AI Features are produced automatically based on the Data and prompts provided by the Client or its Users, and are provided for informational and support purposes only and do not constitute professional, pedagogical, legal, or academic advice.

The accuracy, completeness, and suitability of AI-generated outputs are not guaranteed. The Client remains solely responsible for the content, accuracy, and lawfulness of any Data or text input into the AI Features, as well as for reviewing, validating, and determining the appropriateness of any AI-generated output before relying on it or using it for any purpose, including decision-making relating to students, staff, reporting, or compliance.

Gradewing shall not be responsible for any academic, pedagogical, administrative, or other decisions made by the Client or its Users in reliance on such outputs.

### 9.6 Allocation of Risk

The parties agree that the limitations and exclusions of liability in this Section reflect a fair allocation of risk and form an essential basis of the Agreement.

## 9.7 Data Loss

Gradewing implements reasonable and industry-standard technical and organisational measures to protect the integrity, availability, and security of Client Data. In the event of accidental loss, corruption, or damage to Client Data, Gradewing will make commercially reasonable efforts to restore such Data from the latest available backup.

To the maximum extent permitted by law, Gradewing shall not be liable for any loss, corruption, or damage to Client Data except where such loss results from Gradewing's gross negligence or wilful misconduct. In all cases, Gradewing's liability for Data loss shall be subject to the limitations set out in Section 9.2.

## 10 FORCE MAJEURE

Neither party shall be liable for any failure or delay in the performance of its obligations under these Terms (other than payment obligations) if such failure or delay results from events beyond its reasonable control ("Force Majeure Event").

Force Majeure Events include, without limitation: acts of God, natural disasters, epidemics or pandemics, war, terrorism, civil unrest, strikes or labour disputes (excluding strikes affecting the non-performing party's own workforce), governmental orders or restrictions, changes in law, failures or disruptions of internet connectivity or telecommunications networks, power outages, failures of cloud infrastructure providers or data centres, and other events beyond the reasonable control of the affected party.

The affected party shall use reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable. Where a Force Majeure Event continues for a period of more than thirty (30) consecutive days, either party may terminate the affected Subscription by providing Notice to the other party, without liability, and without prejudice to any accrued rights or outstanding payment obligations.

## 11 JURISDICTION & APPLICABLE LAW

These Terms shall be governed by and interpreted in accordance with the laws of Spain.

The parties agree to use reasonable efforts to resolve any dispute, claim, or controversy arising out of or relating to these Terms or the Service amicably through good-faith negotiations.

If the parties are unable to resolve the dispute within thirty (30) days of Notice of the dispute, either party may submit the matter to the exclusive jurisdiction of the courts of Madrid, Spain, without prejudice to any mandatory rights the Client may have as a consumer or under applicable law.

## 12 CONTACT INFORMATION

For any questions, requests, or actions related to these Terms, the Service, or Data Protection, the Client may contact Gradewing using the following details:

- Principal Place of Business: Travesía de Somosierra 9, 2ºB, 28760 Tres Cantos, Madrid, SPAIN
- Tax ID: 53746221-M
- Website: <https://www.gradewing.com/>
- Email: [support@gradewing.com](mailto:support@gradewing.com)

- Telephone: +34 639 732 307

Clients can manage their Subscription, including payments, renewal, and termination, directly via the Gradewing website. Any changes made through the website are effective immediately and governed by these Terms.

All Notices under these Terms shall be submitted electronically in accordance with the definition of 'Notice' set out in Section 2. A Notice shall be deemed received when it is successfully delivered through the relevant electronic channel or, where applicable, when it is recorded in the Client Account, sent to the Client's registered email address, or sent to the Gradewing email address indicated in these Terms, unless a delivery failure notification is received.