



## 2 Simple Limited

### User Agreement For All Products

#### 1. Introduction

1.1 This user agreement (**Agreement**) details the licence we grant to you and the terms and conditions for use of our software products (**Products**) that we offer now and in future and any subscription to those Products.

1.2 Products are owned by 2Simple Limited a company registered in England Wales with number 03843465 (**2Simple**), whose registered office is at 188 Brent Street, Hendon, London, NW4 1BE.

1.3 By accessing any of our Products you are entering into this Agreement either individually or on behalf of your organisation and agreeing to its use on the terms and conditions in it.

1.4 This Agreement applies to paid, free and trial subscriptions of our Products and all users under those subscriptions.

1.5 This Agreement and its terms and conditional prevail over any previous representations or other agreement between you and 2Simple.

1.6 If you are a private consumer, such as a tutor or individual, nothing in this agreement shall reduce your statutory rights.

#### 2. Provision of Service

2.1 You will receive access to our Products following payment or your entering into an agreement to make payment for the term of your subscription or at 2Simple's discretion for free and trial subscriptions.

2.2 2Simple will provide you with reasonable support by telephone or email during normal working hours for the purpose of maintaining reasonable access to our Products.

2.3 This Agreement or any subscription for a Product under its terms cannot be assigned or transferred to another person or organisation.

2.4 2Simple will make every reasonable effort to make our Products available to you and to ensure availability during your subscription.

2.5 You acknowledge that on account the nature of the internet and computer software and hardware, errors and problems may occur.



2.6 2Simple does not provide any warranties in respect of its Products and excludes all implied warranties to the extent that it is lawful to do so.

### **3. Term of this Agreement and subscriptions**

3.1 Following the end of the agreed term of your subscription it will renew automatically unless you confirm to 2Simple no more than 14 (fourteen) days after the renewal date that you do not wish to renew your subscription.

3.2 If you fail to make any payment due for any Product when due 2Simple may suspend your access to our Products until payment is received for the full term of the subscription.

3.3 Once you have paid for a subscription you are committed to that subscription for its originally agreed term. means that you will not be entitled to a refund if you decide that you do not wish to continue using the service part way through the term of your subscription.

3.4 If 2Simple has agreed to split your fee for the subscription into parts over the course of the term of your subscription, you will remain liable for the whole fee for the term of your subscription, even if you choose to cancel your subscription part way through the term. For example, if you have a 3 (three) year subscription with half the fee payable at the start and the remainder payable 1 (one) year later, if you choose to end your subscription after 6 (six) months, no refund of a fee would be due to you.

### **4. Login Details**

4.1 You, and your organisation if applicable, will be allocated unique login details for use of our Products under a subscription.

4.2 You and your organisation, if applicable, are responsible for maintaining the security of those login details and for preventing their unauthorised use.

4.3 You must ensure that any user you pass login details onto complies with this Agreement and any terms made available in our Products.

4.4 If you suspect or become aware of any breach of the security of your 2Simple subscription such as the disclosure, theft or unauthorised use of your login details, you must notify 2Simple immediately by emailing [info@2Simple.com](mailto:info@2Simple.com).

4.5 You may not rent or lease access to our Products and you may not provide access (or allow any other person to provide access) to our Products except as expressly permitted under your subscription.



4.6 If 2Simple reasonably believes or suspects that your login details are being used in any way which is not permitted by this Agreement or not anticipated under the terms of the subscription, 2Simple reserves the right to suspend the use of its Products until the matter can be investigated and resolved.

4.7 If you are subscribing to our Products as an individual or on behalf of an organisation, you are responsible for ensuring that everyone who uses your licence complies with this Agreement. Failure to do so may result in the suspension of your access to our Products.

## **5. Intellectual property**

5.1 Our Products (including any images, designs, photographs, animations, video, audio, music and text incorporated into them) are owned or licensed by 2Simple and are protected by United Kingdom copyright laws and international treaty provisions. All material displayed on our Products belongs to or is licensed by 2Simple.

5.2 You may retrieve and display our Products on a device, print individual pages on paper and store files on your internal server for your internal educational non-commercial purposes that.

5.3 You may not use any of the templates contained within our Products or any documents created from them for use as part of any electronic or printed product for commercial use.

5.4 With the exception of any clip art contained within any designated Products clip art library, you may not download any images contained within our Products for your own use.

5.5 You may not without prior written consent from 2Simple:

- Redistribute any of the content (including by using it as part of any library, archive or similar service).
- Modify, reproduce or in any way commercially exploit any of the content.
- Reverse engineer, decompile, or disassemble our Products.

5.6 You own all the intellectual property in any original content that you create in our Products, and you can control how it is shared via the privacy and sharing settings within our Products but you provide a royalty free perpetual licence it to us to enable the operation and use of our Products under this Agreement and your subscription.

5.7 From time to time our Products may give you the opportunity to create content that can be published publicly (for instance templates or resources that you have created that you mark as suitable for public publication and sharing in the wider education community, or work submitted to



competitions). With regard to such content, you grant us a non-exclusive, royalty free, worldwide licence to use any such content that you post.

5.8 You or your organisation, if applicable, grant us a perpetual non-exclusive, royalty free, worldwide licence to use any such content that you submit as a competition entry.

5.9 You will not create or permit the creation of any content to share with others that infringes someone else's rights or is unlawful.

5.10 You acknowledge and agree that 2Simple may without notice to you remove any content contrary to the above or any other term of this Agreement.

## **6. Limitation of Liability**

6.1 You acknowledge and agree that your exclusive remedy, shall be limited to the direct damages incurred and shall be limited to an amount equivalent the fees paid by you to 2Simple in the preceding 12 (twelve) months.

6.2 To the maximum extent permitted by law, in no event shall 2Simple be liable for any damages which arise out of the use or inability to use our Products (including, without limitation, damages for the loss of business profits, business interruptions, loss of business information, penalties incurred by authorities for data breaches, or other pecuniary loss), even if 2Simple has been advised of the possibility of such damages.

## **7. Data Protection**

7.1 Your use of the Products is subject to the Privacy Notice [\[hyperlink\]](#).

7.2 When using our Products, the organisation or person subscribing to our Products are the data controller for the purposes of applicable data protection laws. This means that you are required to meet your obligations with regard to the processing of personal data.

7.3 You acknowledge and agree that for the purposes of the provision of its Products where 2Simple is required to process data owned by you that you shall remain the owner of any personal data which may be transferred to 2Simple.

7.4 2Simple shall act as a data processor for the processing of personal data on your behalf.

7.5 You will comply with all relevant data protection laws, provide a suitable data privacy notice to all users of our Products, and obtain all applicable consents to the processing of the data stored in our Products and you are lawfully able to transfer such data to us. If such data is entered or stored in our Products by children within your organisation or under your care, this may require you to obtain informed consent from their parents or guardians.



7.6 2Simple confirms that it shall:

7.6.1 Only process the personal data for the purposes of providing its Products.

7.6.2 Only process personal data to the extent necessary to comply with its contractual and legal obligations.

7.6.3 Not transfer the data or any copy of the data outside the United Kingdom and European Economic Area except using lawful transfer mechanisms.

7.6.4 Maintain appropriate technical and organisational security measures against the unauthorised or unlawful processing of the personal data.

7.6.5 Where 2Simple uses a sub-processor for any data processing under this agreement, it shall do so subject to a written agreement with that ensures all such sub processing is in accordance with the terms of this agreement and compliant with applicable data protection laws.

7.6.6 Ensure that all its employees and other personnel have received adequate data protection training and are subject to obligations of confidentiality to 2Simple.

7.6.7 Promptly notify you of any data breach within 72 (seventy two) hours of become aware of such a breach.

7.6.8 Comply with the Data Protection Act 2018 and the EU General Data Protection Regulation.

7.6.9 Cooperate with you for monitoring and evaluating our compliance with data protection legislation including no more than once in any 12 (twelve) month period providing reasonable access to staff and information to audit the security measures we have in place at your own cost and expense, subject to appropriate undertakings and other measures to ensure confidentiality and avoid any interruption to 2Simple's operations.

7.7 We agree that we shall maintain the personal data processed by us on behalf of you in confidence.

7.8 Without prior written consent, we shall not disclose any personal data supplied to us to any third party except our authorised sub-processors operating under conditions of strict confidence.

7.9 Nothing in this agreement shall prevent either party complying with any legal obligation imposed by a regulator or court or governmental authority.

7.10 When the subscription has terminated 2Simple will cease all processing of personal data and delete such personal data or at your request or subject to advance payment of a reasonable fee will return personal data to you in an agreed format.



## 8. Data Deletion

8.1 This policy applies to personal data, including usernames and saved work including blogs and emails within our Products (**User Data**). It also applies to templates and lesson plans published on our Products and other similar documents that have been shared or published on our Products for public consumption (**Template Data**).

8.2 User Data will be deleted from our system as follows:

8.2.1 A written request is made by the account holder for deletion of the User Data. In these circumstances, we undertake to ensure its deletion within 2 (two) weeks of receiving such a request.

8.2.2 An organisation's or individual user's subscription has ended, and 12 (twelve) months have elapsed.

8.2.3 User Data has been placed in the trash bin for a period of 12 (twelve) months without being removed or restored by the user.

8.2.4 User Data has been placed by the user in the software's trash bin and the user has selected "delete" and a further 12 (twelve) months have elapsed.

8.2.5 An email request is made to our technical support team to update the pupil records for a school, and pupils who have left the school are not included as current pupils. In such circumstances, pupils who have left the school and their associated data will be moved to the trash bin and dealt with in accordance with paragraph 8.2.3 above.

8.3 Once User Data has been deleted from our system in accordance with paragraph 8.2 above it will remain on our database backups for a period of up to 1 (one) month. Thereafter it will be permanently deleted.

8.4 Subject to the exception set out below, data that has been published on our Products to the general public for sharing (such as templates, lessons plans etc) will not be deleted in accordance with paragraph 8 above and will remain on systems until such time as a request is forthcoming from the creator of the Template Data that it should be deleted. On receipt of such a request, we undertake to remove it from our system within 2 (two) weeks, and for it to be deleted from system backups in a further month.

8.5 The exception to the rule at 8.4 is that if Template Data has been published in contravention of our guidelines (for instance in breach of copyright), we reserve the right to take it down and delete it earlier.

## 9. Privacy Notice



9.1 The information that you provide about yourself to 2Simple will only be used by 2Simple in accordance with its Privacy Notice. We use cookies on our site and by using our Products you consent to the use of such cookies, full details of how we use them are contained within our Privacy Notice. Please read the Privacy Notice carefully and if you have any questions please email [support@2Simple.com](mailto:support@2Simple.com).

## **10. Law and Jurisdiction**

10.1 The courts of England and Wales will have exclusive jurisdiction over any claim arising from the matters covered by this Agreement.

10.2 This Agreement is governed by the laws of England and Wales.

## **11. Variation**

11.1 We may revise this Agreement at any time. If we do revise the terms in any way that will affect your use of our services, we will notify you in advance either by a service message or a separate communication.

*Last updated 12 August 2026*