

## Privacy Statement Class Technology Solutions Ltd.

Version 01/26

Of: **Class Technology Solutions Ltd** also trading under the name of "Easy4u"  
Frazer House, 14 Carfax, Horsham, West Sussex, United Kingdom, RH12 1DZ  
Companies House number: 05683597 and FCA Reference Number: 948794  
Contact: [www.easy4u.school/faq](http://www.easy4u.school/faq)

Hereinafter: **CTS / We / Us,**

### YOUR PRIVACY IN BRIEF: FOR PARENTS/GUARDIANS

We believe it is important that you know exactly what happens to your personal data and that of your child. We therefore first explain below in plain language what you can expect from us. This is followed by the legal explanation of this privacy statement, with more detail.

#### What we do with your personal data:

1. We use your data to properly carry out your order or (rental) agreement, for example for delivery, payments, repairs, communication and service;
2. We only process data that we genuinely need. This includes name, address, contact details, and payment details;
3. For pupils (often minors) we process as little data as possible. As a rule, this only concerns the name, the school e-mail address, and technical data of the device (such as serial number or hardware ID);
4. We do not create profiles of pupils, do not have access in principle to data on pupils' devices, do not monitor them (remotely), and do not approach pupils for commercial purposes. Only where necessary for support or repair (and with prior consent or instruction) may this occur to a limited extent;
5. We never sell your data to other parties;
6. We sometimes share data with parties needed to deliver our services, such as delivery services, repair partners, payment providers, or insurers;
7. If your school requests it, technical data of the device may be shared with the school for secure management within the school network;
8. We carefully secure personal data and take appropriate measures to prevent misuse or loss;
9. We do not retain data longer than necessary. Some data we are legally required to retain for longer, for example invoice data;
10. You always have the right to view, amend, or delete your data, which we will do for you to the extent permitted by law.

Do you have questions about your privacy? You can contact us via [www.easy4u.school/faq](http://www.easy4u.school/faq).



## INTRODUCTION

Class Technology Solutions Ltd. (hereafter: “CTS”) processes personal data of Consumers and, to a limited extent, of Students and employees of Educational Institutions. In this Privacy Statement we explain which data we process, why, how long we retain it, and what rights you have. This statement applies to all CTS services and to the use of the CTS Websites, including [easy4u.school](http://easy4u.school) and [www.class-technology.co.uk](http://www.class-technology.co.uk). The capitalised terms used can be found in our General Terms and Conditions.

## ARTICLE 1 – WHO WE ARE

- 1.1 CTS is a provider that sells, rents, and maintains education laptops, Chromebooks, and tablets for the English education market. CTS acts as the controller for the personal data you provide to us in the context of an Agreement. Where CTS processes data of pupils on behalf of an Educational Institution, CTS acts as a processor and a data processing agreement has been concluded with that Educational Institution.
- 1.2 Contact details for privacy queries: [www.easy4u.school/faq](http://www.easy4u.school/faq)

## ARTICLE 2 – WHAT DATA WE PROCESS AND WHY

- 2.1 We only process data that is necessary for the purpose for which it is used. Below you will find an overview of the main processing activities, the applicable legal basis, and the purpose.
- 2.2 **Performance of the Agreement**  
For the conclusion and performance of a purchase or rental agreement, we process your name, address, e-mail address, telephone number, and payment details. We also process technical data of the Equipment (such as serial numbers and hardware IDs) that are necessary for delivery, repair, service handling, and, at the request of the Educational Institution, for linking the Equipment to the school network. The legal basis for this processing is the performance of the Agreement.
- 2.3 **Legal obligation**  
We are required to retain certain data for tax and accounting purposes. This includes invoice data and transaction data.
- 2.4 **Credit and payment checks**  
To protect our business interests and prevent non-payment, we may verify your creditworthiness via external parties. The legal basis for this is our legitimate interest. We only do this where and to the extent proportionate, and you are informed of this in Article 4.3 of our General Terms and Conditions.
- 2.5 **Communication and customer service**  
We process your contact details to answer questions, handle complaints, and send service messages (such as order confirmations, repair status updates, and invoicing). The legal basis is the performance of the Agreement or our legitimate interest.
- 2.6 **Marketing and personalised communication**  
We may inform you by e-mail about similar or supplementary products and services to those you have taken out with us. We do this on the basis of our legitimate interest and only where you are an existing customer. You may unsubscribe at any time via the unsubscribe link in our e-mails or by contacting our customer service. For other direct marketing (such as newsletters or promotional campaigns where you are not an existing customer) we ask for your prior consent. You may withdraw your consent at any time.



## 2.7 Data of Students

In the context of the Agreement, we sometimes process data relating to the Student for whom the Equipment is intended (such as the name of the Educational Institution). CTS does not create detailed personal profiles of Students. Technical data of the Equipment (serial numbers, hardware IDs) are shared at the request of the Educational Institution for management and security within the school network, as described in Article 3.1 of our General Terms and Conditions. Where we process personal data of minors, this is always done with the consent of, or at the request of, the parent or guardian (the Consumer), or on the basis of the performance of the Agreement.

## 2.8 Data of employees of Educational Institutions

CTS also supplies Equipment directly to Educational Institutions (B2B). In that case the Educational Institution is the contracting party and CTS processes personal data of the contact persons and users of the Equipment within that institution – such as a procurement officer, IT coordinator, or individual teacher to whom the Equipment has been assigned. CTS acts as controller for this processing. The legal basis is the performance of the agreement with the Educational Institution or our legitimate interest in the correct performance of our services. We only process data that is necessary for delivery, management, repair, and invoicing: typically name, business e-mail address, telephone number, and, for linking to the school network, technical data of the Equipment. Employees whose data we process may exercise their rights as described in Article 7 of this Privacy Statement.

## ARTICLE 3 – HOW LONG WE RETAIN DATA

3.1 We do not retain personal data for longer than is necessary for the purpose for which it was collected. We apply the following retention periods:

- A. Accounting and tax data (invoices, transactions): 7 years after the end of the financial year, in accordance with the statutory retention obligation;
- B. Agreement-related data (including damage history, tickets, insurance claims, and service data): up to 2 years after the end of the Agreement;
- C. Customer contact and correspondence: up to 2 years after handling, unless a longer period is necessary for an ongoing dispute;
- D. Marketing data (based on consent): until the withdrawal of your consent, and thereafter for a maximum of 1 year for administrative purposes;
- E. Data in the context of fraud prevention or credit checks: in accordance with the periods applicable under the relevant legislation (generally a maximum of 2 years).

## ARTICLE 4 – WITH WHOM WE SHARE YOUR DATA

4.1 CTS does not sell your data to third parties. We only provide data to external parties where this is necessary for the performance of our Agreement with you, or to comply with a legal obligation. With companies that process personal data on our behalf (processors), we conclude a data processing agreement to ensure an equivalent level of security and confidentiality.

4.2 We use the following categories of external parties:

- A. Financial service providers and payment providers: for the secure processing of payments. Payment methods involving deferred payment or credit (such as ‘buy now, pay later’) are offered by independent payment service providers. CTS is not a party to that agreement; the payment service provider is an independent controller for the data processing in that context;



- B. Administrative partners: for internal administration, invoicing, and debtor management;
  - C. Communication and customer service platforms: for customer contact, service messages, and support via e-mail, telephone, and chat;
  - D. IT service providers and infrastructure: for hosting our systems, development and maintenance of the CTS Website, and general security of our digital environment;
  - E. Insurance partners: for the conclusion and administration of the Easy4u Computer Insurance and the administrative settlement of damage claims. CTS acts as an intermediary; the insurer (MS Amlin) is an independent controller for the insurance relationship;
  - F. Logistics partners and repair centres: for the delivery of products and the physical handling of repair requests;
  - G. Educational Institutions: technical data of Equipment (such as serial numbers and hardware IDs) are shared at the request of the Educational Institution for management and security within the school network.
- 4.3 Transfer outside the United Kingdom and EU
- CTS endeavours to process your data within the EU or United Kingdom where possible. Where we use external service providers that process data outside the UK — including in the EU, the EEA, or other third countries — we ensure appropriate safeguards are in place, such as the UK's International Data Transfer Agreement (IDTA) or an adequacy regulation made under the UK GDPR, so that your data receives a comparable level of protection. For more information, please contact us via [www.easy4u.school/faq](http://www.easy4u.school/faq).

## ARTICLE 5 – COOKIES AND SIMILAR TECHNOLOGIES

- 5.1 The CTS Website uses cookies and similar technologies to ensure the website functions correctly, to analyse usage, and to enable targeted communication. We distinguish the following categories:
- A. Functional cookies: necessary for the correct functioning of the website. No consent is required for these cookies;
  - B. Analytical cookies: for measuring website usage and improving our services. We process this data in anonymised form as much as possible;
  - C. Marketing and tracking cookies: for displaying relevant advertisements and measuring campaigns. We only place these cookies after obtaining your consent.
- 5.2 On your first visit to the CTS Website, we ask for your consent for non-functional cookies via a cookie banner. You can adjust or withdraw your preferences at any time. A complete and up-to-date overview of the cookies we use, including the identity of the placing parties, the retention period, and the purpose, can be found in our cookie overview managed via Cookiebot. This overview is accessible via the cookie banner on the CTS Website.

## ARTICLE 6 – SECURITY

- 6.1 CTS takes appropriate technical and organisational measures to protect your personal data against loss, unauthorised access, and misuse. Our systems are secured in accordance with common industry standards. Employees who have access to personal data are bound by confidentiality. In the event of a data breach that poses a risk to your rights and freedoms, we will notify you and the Information Commissioner's Office (ICO) as soon as possible, in accordance with the statutory requirements.



## ARTICLE 7 – YOUR RIGHTS

- 7.1 Under the UK GDPR and Data Protection Act 2018, you have the following rights with regard to your personal data:
1. Right of access: you can request which data we process about you;
  2. Right to rectification: you can have incorrect or incomplete data corrected;
  3. Right to erasure ('right to be forgotten'): you can request the deletion of your data, to the extent permitted by law;
  4. Right to restriction of processing: you can request a temporary halt to processing;
  5. Right to data portability: you can receive your data in a commonly used format for transfer to another provider;
  6. Right to object: you can object to processing based on our legitimate interest, including direct marketing;
  7. Right to withdraw consent: where processing is based on your consent, you may withdraw it at any time. Withdrawal does not affect the lawfulness of processing prior to withdrawal.
- 7.2 You can submit your request via [www.easy4u.school/faq](http://www.easy4u.school/faq). We will respond to your request within one month. We may request identity verification before processing your request.
- 7.3 If you believe that we are not processing your personal data correctly, you have the right to lodge a complaint with the Information Commissioner's Office (ICO), the UK supervisory authority for data protection, via [www.ico.org.uk](http://www.ico.org.uk) or by calling 0303 123 1113.

## ARTICLE 8 – AMENDMENTS

- 8.1 CTS reserves the right to amend this Privacy Statement, for example as a result of new legislation, changed processing activities, or new services. The most current version is always available on the CTS Website. If we make material changes that affect your rights, we will inform you by e-mail or via a notification on the CTS Website.

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