



LEGAL DOCUMENT

# SCHOOL SERVICES AND DATA PROCESSING AGREEMENT

Effective date

**1 April 2026**

Document status

**Production candidate**

Effective date: 1 April 2026

This School Services and Data Processing Agreement ( Agreement ) is for schools, tutorial centers, districts, companies, networks, and other organizations that use emp.ai to manage users, assignments, subscriptions, and AI-assisted education workflows.

This Agreement combines school service terms, data processing terms, security commitments, retention/deletion handling, subprocessor terms, and incident response obligations. It should be reviewed by counsel before use.

## 1. PARTIES

Provider: CWIN TECH SOLUTIONS ( emp.ai )

Customer/School: [School or Organization Legal Name]

Provider address: Bakatue Street, Accra, Ghana

Provider website: <https://empai.space>

Parent company website: <https://www.cwinsolutions.tech>

Provider phone: +233 25 611 1992

Business name registration: Republic of Ghana, Registration of Business Names Act, 1962 (No. 151)

Registration number: BNG42080723

TIN: PO063099314

Data protection registration: Ghana Data Protection Commission application in progress

Effective date: 1 April 2026

Order form/subscription: [Plan / Scope / Price / Billing Interval]

## 2. AGREEMENT STRUCTURE

This Agreement incorporates:

- the applicable order form, invoice, or subscription terms;
- the Terms and Acceptable Use;
- the Privacy and Data Protection Notice; and
- any written amendments signed or accepted by both parties.

If there is a conflict, the order form controls commercial terms, this Agreement controls school service and data processing terms, and the Terms control general use unless the parties agree otherwise.

## 3. SCHOOL RESPONSIBILITIES

The school is responsible for:

- confirming it has authority to use emp.ai for staff, students, and learning workflows;
- giving required notices and obtaining required consents or permissions;

- assigning correct user roles;
  - inviting only authorized users;
  - removing access when staff or students leave;
  - managing classroom, group, assignment, and academic record settings;
  - setting academic integrity rules;
  - reviewing AI-assisted outputs before high-stakes use;
  - handling student/parent academic appeals and correction requests; and
  - keeping billing contacts and payment authority accurate.
- 

#### **4. EMP.AI RESPONSIBILITIES**

emp.ai will:

- provide the subscribed service features;
  - maintain reasonable security and access controls;
  - support role-based access within the service;
  - process school-managed personal data according to this Agreement and documented instructions;
  - provide reasonable support;
  - maintain commercially reasonable service, backup, monitoring, and incident response practices; and
  - notify the school of material security incidents as described in this Agreement.
- 

#### **5. AUTHORIZED USERS**

Authorized users may include school owners/admins, teachers, students, staff, and other school-approved users.

The school is responsible for activity by authorized users, except where caused by emp.ai's breach, unauthorized access outside the school's control, or applicable law.

---

#### **6. SCHOOL-MANAGED DATA**

School-managed data may include:

- student and staff account details;
- organization, class, group, and membership records;
- assignments, questions, answer submissions, attempts, scores, feedback, and analytics;
- uploaded files and media;
- AI-assisted prompts, outputs, and educational content related to school use;
- notifications and support records; and
- usage records needed for service operation, security, billing, and audit.

The school controls educational decisions about student use, assignment access, grading policy, academic records, and parent/student communications unless otherwise agreed.

---

#### **7. DATA PROTECTION ROLES**

For school-managed personal data, the school is generally the controller or equivalent decision-maker, and emp.ai acts as processor or service provider.

emp.ai may act as an independent controller for its own direct account administration, billing, platform security, legal compliance, fraud prevention, support operations, and business records.

---

## 8. PROCESSING INSTRUCTIONS

emp.ai will process school-managed personal data only:

- to provide, secure, maintain, and support the service;
- according to this Agreement, the order form, product settings, and documented school instructions;
- to comply with law;
- to prevent fraud, abuse, security incidents, or unauthorized access;
- to maintain billing, audit, and service records; or
- as otherwise authorized in writing.

---

## 9. AI-ASSISTED FEATURES

AI-assisted features may support question generation, assessment creation, document reading, feedback, explanations, review, and marking.

The school agrees that:

- AI outputs are assistive and may require human review;
- teachers or authorized staff should review AI-generated assessments, feedback, and marking suggestions before high-stakes use;
- the school will tell students, parents, or staff about AI use where required;
- the school will provide an appropriate review or appeal process for contested AI-assisted marks or feedback; and
- users should not submit unnecessary sensitive personal data to AI-assisted features.

emp.ai will not publicly disclose unnecessary implementation details such as internal model routing or infrastructure design in student-facing notices. Where required, emp.ai may provide a reasonable vendor or subprocessor summary under appropriate confidentiality or contractual terms.

---

## 10. CONFIDENTIALITY

Each party will protect the other party's confidential information using reasonable care and will use it only for the purposes of this Agreement.

emp.ai personnel and service providers authorized to process school-managed personal data must be subject to appropriate confidentiality obligations.

---

## 11. SECURITY MEASURES

emp.ai will maintain reasonable technical and organizational measures designed to protect school-managed personal data, including:

- account authentication and verification controls;
- role-based access controls;
- protected media and private file access controls;
- internal service authentication;
- database and storage access safeguards;
- logging and monitoring for security and support operations;
- backup and recovery practices;
- vulnerability and abuse response practices;
- least-privilege administrative access; and

- incident response procedures.

Security measures may evolve over time as the service changes.

---

## **12. SUBPROCESSORS AND SERVICE PROVIDERS**

emp.ai may use service providers and subprocessors for hosting, storage, databases, payment processing, authentication, communications, AI-assisted features, document processing, logging, analytics, security, and support.

emp.ai remains responsible for subprocessors as required by applicable law and contract. Subprocessors must process data only for appropriate service-related purposes and under suitable confidentiality and data protection obligations.

Where required by contract, emp.ai will provide reasonable notice of material subprocessor changes and allow schools to raise reasonable objections.

---

## **13. DATA LOCATION AND INTERNATIONAL TRANSFERS**

emp.ai and its service providers may process data in countries other than the school's country. Where required, emp.ai will use appropriate contractual, technical, and organizational safeguards for international transfers.

---

## **14. RETENTION, EXPORT, AND DELETION**

During the subscription term, the school may access and export school-managed records through available product features or reasonable support processes.

At termination or upon written instruction, emp.ai will delete or return school-managed personal data within a reasonable period, subject to:

- legal, tax, payment, audit, and accounting obligations;
- fraud, abuse, and security records;
- dispute, legal hold, or regulatory obligations;
- backup retention cycles; and
- data that has been anonymized or aggregated.

Default retention should be confirmed in the order form or counsel-approved retention schedule. Backup copies may remain until overwritten through normal backup cycles.

---

## **15. STUDENT, PARENT, AND STAFF REQUESTS**

Where a student, parent, guardian, or staff member requests access, correction, deletion, or export of school-managed records, emp.ai may refer the request to the school unless law requires direct action.

The school is responsible for responding to education-record and academic correction requests unless otherwise agreed.

---

## **16. SECURITY INCIDENTS**

emp.ai will assess suspected security incidents and take reasonable steps to contain, investigate, and remediate confirmed incidents.

Where a confirmed incident materially affects school-managed personal data, emp.ai will notify the school without undue delay after confirmation and provide information reasonably available, such as:

- nature of the incident;
- affected data categories;

- affected users or organizations where known;
- likely consequences where known;
- mitigation steps taken; and
- recommended school/user actions.

Regulatory, parent, student, or public notices should be coordinated with counsel and the school where required.

---

## 17. AUDITS AND INFORMATION REQUESTS

Upon reasonable written request, emp.ai may provide security, privacy, or compliance information sufficient to help the school assess emp.ai's obligations under this Agreement.

Any audit rights should be commercially reasonable, protect confidential information, avoid disruption, and be subject to appropriate notice, scope, and frequency limits.

---

## 18. SUBSCRIPTIONS, BILLING, AND TAXES

The school's commercial terms may include subscriptions, user limits, feature limits, token balances, top-ups, invoices, taxes, renewals, and payment terms as described in the order form, invoice, checkout flow, or subscription plan. Supported payment options may include card, mobile money, bank, or other payment options made available through payment providers.

The school is responsible for payment authority, billing contacts, taxes where applicable, and timely dispute notices.

---

## 19. TERM AND TERMINATION

This Agreement remains in effect for the subscription term unless terminated according to the order form or applicable terms.

Either party may terminate for material breach if the breach is not cured within a reasonable period after written notice, unless immediate termination is justified by law, security risk, non-payment, or serious misuse.

---

## 20. LIABILITY AND DISCLAIMERS

Commercial disclaimers, warranties, indemnities, and liability caps should be confirmed by counsel and may vary by customer type, jurisdiction, plan, and order form.

Nothing in this Agreement excludes liability that cannot be excluded under applicable law.

---

## 21. GOVERNING LAW AND DISPUTES

This Agreement is governed by the laws of Ghana, unless mandatory law requires otherwise.

The parties should first attempt to resolve disputes through good-faith business discussions. If a dispute is not resolved informally, it may be brought before the courts of Ghana, unless the applicable order form or mandatory law provides otherwise.

---

## 22. CONTACT

School support: [support@empai.space](mailto:support@empai.space)

Privacy contact: [info@empai.space](mailto:info@empai.space)

Legal notices: [info@empai.space](mailto:info@empai.space)

---