Tutorio SECURITY & DATA PROTECTION

Security Pack

Everything a school, council or agency needs to complete supplier due diligence on Tutorio: the completed questionnaire, our security controls, hosting and sub-processors, how we use AI, and the policies and data processing terms that sit behind them.

ISSUED
24 November 2026

SUPPLIER
Tutorio Ltd

PLATFORM
tutorio.app

CONTACT
support@tutorio.app

✓ Encrypted at rest & in transit
✓ 100% UK data residency
✓ ISO 27001 hosting
✓ Full audit trail
✓ UK GDPR

> This pack is generated from the live configuration and published policies at https://tutorio.app/compliance, so the numbers in it reflect the platform on the date of issue. Please check the issue date before relying on it.

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1. About Tutorio and this pack

Tutorio is a tutoring platform used by tutors, schools, councils and agencies to teach learners through courses, practice, live lessons, assignments and reviews. Because the platform handles personal data about children and young people, we publish our security posture openly rather than behind a sales call.

Tutorio Ltd is the supplier and operator of the platform. We act as a **processor** on behalf of organisations that use Tutorio with their learners, under the UK GDPR and the Data Protection Act 2018, and as a controller for the account data we need to run the service. The Schools & Organisations Agreement in Appendix A contains our Article 28 data processing terms.

What this pack contains

The completed questionnaire, every security control with its current configuration, hosting and sub-processor details, our AI statement, continuity arrangements and the policies that govern the service.

How it is produced

Generated directly from the live platform configuration and the published versions of our policies. Password limits, lockout thresholds and policy effective dates are read at the moment of download.

How to use it

Drop it into your DPIA or supplier assessment. Where an answer says "partial" or "on request", contact support@tutorio.app and we will arrange the extra evidence as part of your contract.

2. Completed supplier questionnaire

The standard "IT solution" data-protection questions councils and schools ask suppliers, with our straight answer to each.

In place Partial / on request

#	QUESTION	STATUS	OUR ANSWER
01	**Contract in place with the software supplier**	Yes	Tutorio Ltd is the supplier and operator of the platform; the customer contract and data processing agreement cover the software directly.
02	**Configurable password policy (history, max/min age, 12+ length, lockout, complexity)**	Yes	All seven settings are configurable per deployment. Current defaults: 8+ characters, 3 of 5 character classes, last 5 passwords remembered, lockout after 10 failed attempts for 15 minutes. Password age limits are enabled on request.
03	**Multi-factor authentication (2FA/MFA)**	Yes	Via Sign in with Apple and Sign in with Google, which enforce the provider's MFA. Staff access to production infrastructure is MFA-protected.
04	**User guides and documentation**	Yes	In-product onboarding, help articles and tutor guides are provided, plus a downloadable security pack for administrators and procurement teams.

#	QUESTION	STATUS	OUR ANSWER
05	**Different permissions by role (read only, amend, full admin)**	Yes	Student, tutor, organisation manager, staff and administrator roles, enforced server-side on every page and API route.
06	**Extractable audit trail (time, user, before/after, logins/logouts/failures, IP)**	Yes	Recorded for every sign-in, sign-out, failed or locked attempt, password change and administrative account change, and exportable as CSV or JSON.
07	**Periodic independent penetration test**	Partial	Not yet a routine annual exercise. Can be commissioned as part of a contract, with findings and remediation shared with the customer.
08	**Login banner warning intruders and reminding users of acceptable use**	Yes	Shown on every sign-in screen.
09	**Data (including backups) geographically located in the UK**	Yes	Yes for accounts and learning records - the database, course file storage and every backup are held in UK data centres run by ISO 27001-certified providers. One exception: Whiteboard boards, uploads and session recordings are stored with Cloudflare in the European Union (covered by UK adequacy regulations).
10	**Encryption at rest (including backups) and in transit**	Yes	TLS in transit; encrypted storage and encrypted backups at rest.
11	**Use of Artificial Intelligence**	Yes	Yes - for course drafting, marking against a mark scheme, the Rio study buddy (including by voice on a Whiteboard call when the tutor invites him) and transcripts of recorded Whiteboard sessions. Tutors review drafted content and are present for anything live; no automated decision has a legal or similarly significant effect on a learner. See the AI section below.
12	**Hosting certified to ISO 27001 by a UKAS/IAF-accredited body**	Yes	Our cloud providers hold ISO/IEC 27001 certification from accredited bodies.
13	**Cloud service compliant with UK Cloud Security Principles / ISO 27017**	Yes	Our providers publish alignment with the NCSC Cloud Security Principles and hold ISO/IEC 27017.
14	**Documented recovery procedures for service interruption**	Yes	A written recovery runbook covers a failed release, database loss, file storage, secrets and a full rebuild from infrastructure-as-code, with a 4-hour target to restore service. The database is backed up every night and every backup is automatically restored and checked: the latest verified restore was on 24 November 2026 (1.78 million records in 99 seconds).

3. Security controls

Every control below is live in the product today. Where something is configurable, your deployment gets to choose the numbers.

Configurable password policy
Minimum length, complexity (character classes), reuse history, minimum and maximum password age and an account lockout threshold are all set per deployment. Passwords are hashed with Argon2id.

Multi-factor sign-in
Sign in with Apple or Google brings the provider's MFA into Tutorio. Password sign-in is guarded by lockout after repeated failures, and staff access to our infrastructure always requires MFA.

Role-based permissions
Students, tutors, organisation managers, staff and administrators each see only what their role allows - read-only, amend or full administration - enforced on every route and API call.

Extractable audit trail
Sign-ins, sign-outs, failed and locked attempts, password changes and admin edits are recorded with the timestamp, user, IP address and the data before and after. Export as CSV or JSON, filtered by date, user or event.

Encrypted everywhere
TLS on every connection, encrypted volumes for the database and file storage, and encrypted backups. Secrets live in a managed vault, never in code.

Login warning banner
Every sign-in screen warns that unauthorised access is an offence under the Computer Misuse Act 1990, that activity is monitored, and reminds authorised users of their acceptable-use obligations.

Session control
Sessions are bound to a device, can be revoked individually or everywhere in one click, and expire automatically. Account deletion revokes every session and purges personal data.

Secure development
Secrets are held in a managed secrets vault and never committed to source. Dependencies and build actions are pinned, request bodies are size-limited and uploaded images are validated before use.

4. Password and account policy

Current defaults for this deployment, read from the live configuration. Each value can be changed per deployment on request.

Minimum length	8 characters (configurable to 12 or more)
Complexity	At least 3 of 5 character classes (lower case, upper case, digit, symbol, other)
Password history	Last 5 passwords cannot be reused
Maximum password age	Not enforced by default; enabled on request
Minimum password age	Not enforced by default; enabled on request
Account lockout	After 10 failed attempts, locked for 15 minutes
Hashing	Argon2id with a per-password salt
Password reset	One-time, time-limited reset links sent to the verified email address
Multi-factor authentication	Sign in with Apple and Sign in with Google (provider MFA); all staff infrastructure access requires MFA
Audit events	login.success, login.failed, login.locked, logout, password.changed, admin.user_updated and other administrative changes, each with user, IP, timestamp and before/after data

5. Data protection, hosting and backups

Tutorio processes learner data as a processor on your behalf under UK GDPR and the Data Protection Act 2018. We collect the minimum needed to teach, and we never sell it.

At rest
Encrypted database volumes, encrypted object storage and encrypted backups.

In transit
TLS on every connection between browsers, apps, services and providers.

Credentials
Argon2id password hashing, one-time reset tokens, sessions revocable everywhere in one click.

Hosting
UK data centres run by ISO 27001 and ISO 27017 certified cloud providers aligned with the NCSC Cloud Security Principles.

Backups
Taken every night, encrypted and kept in the UK for 30 days; every backup is restored and checked automatically.

Least privilege
Production access limited to named engineers with MFA; every admin action is logged.

Data locations

Accounts and learning records are stored in the United Kingdom. The database, course file storage and every backup are held in UK data centres run by ISO 27001-certified providers. The one exception is the Whiteboard: its boards, uploaded files and session recordings are stored with Cloudflare in the European Union, under UK adequacy regulations, and its live calls are carried through Cloudflare's network without being stored. A small number of sub-processors process limited data in other countries, principally the United States, to carry out a specific task such as delivering a push notification, sign-in or an AI request; they do so under UK adequacy regulations or the UK International Data Transfer Agreement or Addendum. The full list of sub-processors, their locations, purposes and transfer safeguards is in Appendix B.

Your rights as a customer

- ✓ Data processing agreement (Appendix A) and record of processing on request
- ✓ Subject access, rectification and erasure handled within statutory timescales
- ✓ Account deletion purges personal data and revokes every session
- ✓ Sub-processors listed in Appendix B; organisations get at least 30 days' notice of changes and may object
- ✓ Audit trail exportable as CSV or JSON by your administrators at any time
- ✓ AI features can be disabled for your deployment on request

6. Artificial intelligence

Yes, Tutorio uses AI. Here is exactly where, why, and what it never does. The full AI Transparency Statement is in Appendix D.

Where it's used
Drafting courses and practice questions from a topic or a tutor's own materials, marking written answers against a mark scheme, and Rio - the in-lesson study buddy students can ask questions. On the Whiteboard, Rio can join a call by voice when the tutor invites him, and recorded sessions get an AI-written transcript and summary for the tutor.

Humans stay in charge
Tutors review and can edit everything the AI produces. No automated decision has a legal or similarly significant effect on a learner - grades, placements and reports remain the tutor's call.

What it never does
Learner data is sent to AI providers only for the request in hand, under data processing terms, and is not used to train their models. AI features can be disabled for a deployment on request.

7. Business continuity and incident response

Backups	Automated nightly, encrypted, kept in the UK for 30 days, each one restore-tested
Rebuild	Infrastructure is defined as code and can be rebuilt from source and backups
Recovery runbook	In place: written runbook with a 4-hour target to restore service; every nightly backup is restored and checked automatically - the latest verified restore was on 24 November 2026 (1.78 million records in 99 seconds). Available to customers on request
Penetration testing	Partial: not yet a routine annual exercise; can be commissioned as part of a contract with findings and remediation shared
Monitoring	Application error monitoring and audit logging of every sign-in and administrative change
Breach notification	Personal data breaches affecting your data are notified to you without undue delay so you can meet your 72-hour ICO obligation
Vulnerability reports	security@tutorio.app; probing our systems without permission is prohibited by the Acceptable Use Policy

8. Contacts and next steps

Procurement and security questions	support@tutorio.app
Data protection and privacy	privacy@tutorio.app
Security vulnerability reports	security@tutorio.app
Safeguarding concerns	safeguarding@tutorio.app
Live security page	https://tutorio.app/compliance
Policies hub	https://tutorio.app/policies

If your questionnaire asks something this pack does not answer, email support@tutorio.app with the question and we will respond within the same week.

APPENDIX A

Schools & Organisations Agreement

How Tutorio works with schools, colleges, councils and tutoring agencies, including our data processing commitments.

Effective 23 November 2026 • Version 2 • Published at https://tutorio.app/policies/organisation-terms

KEY POINTS

- Organisations act as data controller; Tutorio processes learner data on your documented instructions.
- Data is hosted in ISO 27001 certified facilities and encrypted in transit and at rest.
- We support your DPIA with a completed questionnaire, security pack and sub-processor list.
- Staff and learner access can be provisioned, restricted and revoked by your administrators.
- An extractable audit trail records sign-ins, password changes and administrative actions.
- No learner data is used to train AI models, and AI features can be disabled for your deployment.

This Schools & Organisations Agreement (the **"Agreement"**) sets out the terms on which Tutorio Ltd provides the Tutorio Service to schools, colleges, multi-academy trusts, local authorities, tutoring agencies and other organisations (each an **"Organisation"**). It incorporates the Terms of Service and the Tutoring & Live Lessons Terms, and includes our standard data processing terms. Where an Organisation has signed a separate order form, contract or data processing agreement with us, that document takes precedence to the extent of any conflict.

The parties and how the Agreement is formed

This Agreement is between Tutorio Ltd (company number 14962372) and the Organisation. It is formed when the Organisation's authorised representative accepts it - by signing an order form, by creating an organisation on Tutorio, or by using organisation features - and continues until terminated in accordance with this Agreement.

What we provide

- An organisation workspace in which named administrators can invite and manage tutors and staff, create classes, connect learners, share a course library between colleagues and view results across the Organisation.
- Join links, QR codes and codes that connect the Organisation's learners to its tutors.
- The learner experience described in the Terms of Service, including courses, practice, live lessons, assignments, reviews, screening tests and, where enabled, AI features.
- The Whiteboard: live rooms with a shared board, voice and video calls, session recording with AI transcripts and summaries, and, where AI features are enabled, Rio on the call.
- Security and compliance features including a configurable password policy, account lockout, multi-factor sign-in through Apple and Google, role-based access control and an extractable audit trail.
- Support during UK business hours by email, and the security and compliance information published at tutorio.app/compliance.

The Organisation's responsibilities

1. Nominate at least one administrator and keep their contact details current.
2. Ensure that staff who use Tutorio are appropriately vetted and trained for the learners they teach, and comply with the Tutoring & Live Lessons Terms and the Safeguarding Policy.
3. Have a lawful basis for putting learner and staff data into Tutorio and provide the privacy information required by law to those individuals (and, for children, to their parents or guardians where appropriate). Our Children's Privacy & Parents policy describes what we do on our side.
4. Manage access: revoke accounts when staff or learners leave, and tell us promptly if an account may have been compromised.
5. Use the Service in accordance with the Terms of Service, the Acceptable Use Policy and applicable law, and ensure its users do the same.
6. Decide whether its staff may record Whiteboard sessions and teach one-to-one on the Whiteboard, tell staff its rules, and make sure its privacy information for learners and parents covers live voice and video lessons, recording and AI

transcription where it allows them.
7. Pay the fees in any order form on time.

Fees and term

Fees, the number of licences and the subscription term are set out in the order form or the plan selected in the Service. Unless the order form says otherwise, subscriptions renew automatically for successive terms of the same length unless either party gives at least 30 days' notice before renewal. Fees are exclusive of VAT, which is charged where applicable. Invoices are payable within 30 days.

Data processing terms

This section applies to personal data the Organisation puts into the Service or that Tutorio collects from the Organisation's users on the Organisation's behalf (**"Organisation Data"**). It is intended to meet the requirements of Article 28 of the UK GDPR.

Roles

The Organisation is the **controller** of Organisation Data and Tutorio is its **processor**. Tutorio is an independent controller only for the limited purposes of securing the platform, billing, detecting fraud and abuse, producing aggregated non-identifying analytics, and complying with law.

Subject matter, nature and purpose

Tutorio processes Organisation Data to provide, secure and support the Service described in this Agreement, for the duration of the Agreement plus the retention period described below.

Categories of data subjects and data

- **Learners**: name or display name, email or username, class and organisation membership, year group or qualification, learning activity (answers, scores, progress, streaks, notes, drawings), screening test results, device and notification identifiers, and any content the learner creates. On the Whiteboard: what the learner adds to a board, their voice and (where switched on) live camera picture and screen share during a call, audio recordings of sessions with the AI transcripts and summaries written from them, and written transcripts of what the learner says to Rio on a call.
- **Staff and tutors**: name, work email, role, classes, content they create, sign-in and audit records, and the same Whiteboard data as for learners.
- **Parents or guardians**: where provided, name and contact details.

Tutorio does not require special category data. Organisations must not enter special category data (such as health or SEND details) into free-text fields unless a separate agreement covers it.

Our commitments as processor

1. **Instructions.** We process Organisation Data only on the Organisation's documented instructions, which include this Agreement and the Organisation's use of the Service's settings. We will tell you if we believe an instruction breaks the law.
2. **Confidentiality.** Our staff who access Organisation Data are bound by confidentiality obligations and access is limited to what their role requires.
3. **Security.** We maintain appropriate technical and organisational measures, including encryption in transit (TLS 1.2+) and at rest, ISO 27001 certified hosting, role-based access control, hashed passwords with configurable complexity, lockout and history rules, logging and monitoring, regular backups, and secure development practices. Details are published at tutorio.app/compliance.
4. **Sub-processors.** We use the sub-processors listed in Sub-processors & Data Locations under written contracts imposing equivalent obligations. We will give at least 30 days' notice of any new sub-processor; the Organisation may object on reasonable data protection grounds, and if we cannot resolve the objection the Organisation may terminate the affected part of the Service without penalty.
5. **International transfers.** Organisation Data in our database, including its backups, is stored in the United Kingdom. Whiteboard boards, uploaded files and recordings are stored with Cloudflare in the European Union, and live Whiteboard calls are carried through Cloudflare's network without being stored. Where a sub-processor processes data outside the UK we rely on UK adequacy regulations or the UK International Data Transfer Agreement/Addendum, as listed in the sub-processor page.
6. **Assistance.** We will help the Organisation respond to data subject requests, carry out data protection impact assessments and consult the ICO, taking into account the nature of the processing and the information available to us.
7. **Breach notification.** We will notify the Organisation without undue delay, and in any case within 48 hours, after becoming aware of a personal data breach affecting Organisation Data, and will provide the information reasonably required for the Organisation to meet its own notification duties.

8. **Deletion and return.** On termination, or on the Organisation's request, we will delete or return Organisation Data within 90 days, unless the law requires us to keep it. Learners may retain their own independent accounts and personal learning history, disconnected from the Organisation, unless the Organisation instructs otherwise for accounts it created.
9. **Audit.** We will make available the information reasonably necessary to demonstrate compliance, including our completed security questionnaire, policies and third-party certifications of our hosting providers, and will allow audits by the Organisation or its appointed auditor on reasonable notice, no more than once a year unless required by a regulator or following a breach.
10. **AI.** Where AI features are enabled, Organisation Data is sent to AI providers only for the request in hand, under data processing terms that prohibit its use to train their models. On the Whiteboard this includes the audio of a recorded session (for its transcript and summary) and the voice of a person speaking to Rio on a call, with first or display names. AI features can be disabled for the Organisation on request. See the AI Transparency Statement.

The Organisation's commitments as controller

The Organisation is responsible for the lawfulness of the Organisation Data it provides, for issuing privacy notices, for handling its own data subject requests (with our help), and for the instructions it gives us.

Safeguarding

Both parties will comply with the Safeguarding Policy. The Organisation will nominate a safeguarding contact. Tutorio will pass any safeguarding concern it receives about the Organisation's learners or staff to that contact without delay, and may also report to statutory authorities where it is legally required or where a child is at risk.

Intellectual property

Tutorio retains all rights in the Service and its content. The Organisation retains rights in content its staff create, licensing it to Tutorio as set out in the Terms of Service so that it can be hosted and shared within the Organisation. Content created by a member of staff in the Organisation's workspace remains available to the Organisation if that member of staff leaves.

Warranties and liability

Each party warrants that it has authority to enter into this Agreement. Tutorio warrants that it will provide the Service with reasonable skill and care and substantially as described. Except as set out here, all other warranties are excluded to the extent permitted by law.

Neither party excludes liability for death or personal injury caused by negligence, fraud, or anything that cannot lawfully be excluded. Subject to that, each party's total liability under this Agreement in any 12-month period is limited to the fees paid or payable by the Organisation in that period (or £1,000 if greater), and neither party is liable for indirect or consequential loss, loss of profit or loss of goodwill. Tutorio's liability for breach of the data processing terms is subject to the same cap unless a signed agreement provides otherwise.

Term and termination

Either party may terminate this Agreement on written notice if the other commits a material breach that is not remedied within 30 days of notice, or becomes insolvent. Tutorio may suspend access immediately where necessary to protect learners, users or the Service, giving notice as soon as practicable. On termination, licences end, and the deletion and return provisions above apply. Fees already paid are not refundable except where we terminate for convenience or as required by law.

General

This Agreement may not be assigned without consent (not to be unreasonably withheld), except to a successor in business. Notices must be sent by email to the addresses on the order form or, for Tutorio, to legal@tutorio.app. If any provision is unenforceable the remainder continues. This Agreement is governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction.

Contact

Commercial and legal questions: legal@tutorio.app. Security questionnaires and DPIA support: support@tutorio.app. Data protection: privacy@tutorio.app.

APPENDIX B

Sub-processors & Data Locations

The third-party services that process personal data on Tutorio's behalf, where they are based and what they do for us.

Effective 23 November 2026 • Version 2 • Published at https://tutorio.app/policies/subprocessors

KEY POINTS

- Accounts, learning records and database backups are stored in the UK. Whiteboard files and recordings are stored with Cloudflare in the EU. A small number of providers process data in the US under UK transfer safeguards.
- Every sub-processor is bound by a written contract with UK GDPR Article 28 terms.
- AI providers receive only the content of the request and may not train on it. For the Whiteboard that includes voice, recordings and first names.
- Organisations get 30 days' notice of any new sub-processor and may object.

Tutorio uses a small number of trusted third parties to host and run the Service. This page lists them, where they process data and what they do for us. It forms part of our Privacy Policy and our Schools & Organisations Agreement. Organisations that have registered for notifications receive at least 30 days' notice before a new sub-processor is added.

Infrastructure and hosting

Provider	Purpose	Location	Transfer safeguard
Amazon Web Services	Application hosting, serverless functions, object storage, scheduled jobs	United Kingdom (London)	Data stays in the UK; AWS DPA
MongoDB Atlas	Primary database and its backups	United Kingdom	Data stays in the UK; MongoDB DPA
Cloudflare	Content delivery, DDoS protection, storage of the app's own static assets, widget and link-preview rendering. For the Whiteboard: storage of boards, uploaded files and session recordings (R2), and relaying live audio, video and screen sharing between participants (Realtime)	Global edge network; static app assets and Whiteboard storage in the EU; live calls pass through the nearest Cloudflare data centres and are not stored	UK adequacy regulations (EU); UK IDTA / Addendum; Cloudflare DPA
Kubernetes-hosted services (UK data centre)	Websocket and real-time live lesson services, Whiteboard rooms (board updates, room chat and the connection to Rio), geocoding	United Kingdom	Data stays in UK

Communications

Provider	Purpose	Location	Transfer safeguard
Amazon SES	Transactional email (receipts, invitations, reminders, security notices)	United Kingdom (London)	Data stays in the UK; AWS DPA
SMS gateway	Class invitation and reminder text messages where a phone number is provided	United Kingdom	UK provider
Google Firebase Cloud Messaging	Push notifications to Android and web devices	United States / global	UK IDTA Addendum; Google Cloud DPA
Apple Push Notification service	Push notifications and Live Activities on iOS	United States / global	Apple developer terms; token-only data

Identity and payments

Provider	Purpose	Location	Transfer safeguard
Apple (Sign in with Apple, App Store)	Optional sign-in; app distribution and in-app purchases	United States / global	Apple terms; UK adequacy framework where applicable
Google (Sign in with Google, Google Play)	Optional sign-in; app distribution and in-app purchases	United States / global	Google DPA; UK IDTA Addendum
Payment processor (web checkout)	Card payments for web purchases; we never hold full card numbers	EU / United States	PCI DSS Level 1; UK IDTA Addendum

AI providers

Provider	Purpose	Location	Transfer safeguard
Anthropic	Course drafting, marking against mark schemes, feedback and Rio conversations. On the Whiteboard: Rio drawing and explaining on the board at the tutor's request (the request, the contents and a picture of the board, first names of the people present)	United States (EU/UK routing where available)	Commercial terms with zero data retention option; no training on customer data; UK IDTA Addendum
Google (Gemini API)	Generating course cover images, icons and pictures Rio puts on a board. On the Whiteboard: writing the transcript and summary of a recorded session (the audio and the display names of those present); Rio on a call (the voice of the person speaking to him, pictures and text of the board, first names and a class brief); checking short clips of speech for "Hey Rio"	United States / global	Google DPA; no training on API content; UK IDTA Addendum
OpenAI	Alternative provider for Rio on the Whiteboard (voice on a call, the "Hey Rio" check and drawing), used only where it is switched on in place of Google; receives the same data	United States	OpenAI DPA; no training on API content; UK IDTA Addendum

Only the content needed for the request is sent (for example, a written answer plus the mark scheme). Learner names and contact details are not included unless the learner types them, except on the Whiteboard, where first names (and, for a transcript, display names) are sent as described above so that Rio and the transcript can tell people apart. Organisations may ask for AI features to be disabled. See the AI Transparency Statement.

Services your browser contacts directly

These are not our sub-processors: your browser or app connects to them itself when you use the feature, and they handle the technical data they receive (such as your IP address) under their own policies.

Service	When	What it receives
YouTube (Google)	Playing or searching for a video in a course or on the Whiteboard (YouTube API Services)	IP address, browser details, YouTube's own cookies; see the Google Privacy Policy
Websites and apps a tutor opens on a whiteboard	While that tab or window is on the board	IP address, browser details and whatever you do on that site, under its own policy
Cloudflare and Google connection (STUN) servers	Setting up a whiteboard call	IP address
Other participants' devices	A whiteboard call in a small room when the Cloudflare relay is not in use	IP address, and the audio and video you send
Google Fonts, jsDelivr, unpkg, cdnjs	Loading fonts and scripts on the Whiteboard page	IP address, browser details

Operations and support

Provider	Purpose	Location	Transfer safeguard
GitHub	Source control and CI; no production personal data	United States	GitHub DPA

Provider	Purpose	Location	Transfer safeguard
Error and performance monitoring	Crash and performance diagnostics, with personal data scrubbed	EU	Provider DPA
Email helpdesk	Support correspondence	EU / United Kingdom	Provider DPA
Google AdSense	Advertising on public marketing pages only, subject to cookie consent	United States / global	Google Ads DPA; UK IDTA Addendum

Our commitments

- Every sub-processor is bound by a written contract containing the obligations required by Article 28 of the UK GDPR.
- We assess each provider's security before onboarding and review it periodically.
- Where data leaves the UK we rely on adequacy regulations or the UK International Data Transfer Agreement or Addendum, supplemented by encryption and data minimisation.
- We remain responsible to you and to organisations for our sub-processors' performance.

Change notifications

Organisations can subscribe to sub-processor change notices by emailing privacy@tutorio.app. Changes are also recorded in the version history below.

APPENDIX C

Privacy Policy

What personal data Tutorio collects from learners, tutors, parents and organisations, why we collect it, who sees it and how long we keep it.

Effective 23 November 2026 • Version 2 • Published at https://tutorio.app/policies/privacy

KEY POINTS

- We collect what we need to run Tutorio: account details, learning activity, device and usage data.
- Tutors and organisations you join can see your progress and answers for their classes - nobody else can.
- We never sell personal data and never use learner data to train AI models.
- Your account and learning records are hosted in the UK in ISO 27001 certified facilities and encrypted in transit and at rest. Whiteboard files and recordings are stored with Cloudflare in the European Union.
- Whiteboard calls are live voice and video. The tutor who owns a board can record the board and the audio (never cameras), and everyone in the room is told.
- You can access, export, correct or delete your data at any time from your settings or by emailing us.
- Extra protections apply to learners under 18 - see Children's Privacy & Parents.

Tutorio Ltd (**"Tutorio"**, **"we"**, **"us"**) is committed to protecting the privacy of everyone who uses Tutorio - learners, parents, tutors and organisations. This Privacy Policy explains what personal data we collect, why we collect it, who we share it with, how long we keep it and the rights you have. It applies to tutorio.app, the Tutorio apps, the tutor workspace, live lessons, the Whiteboard, Rio and every other part of the Service, and to our communications with you.

We are the **data controller** for the data described here, except where you use Tutorio through a school, college or other organisation, in which case that organisation is normally the controller and we process data on its behalf (see When we act as a processor).

Who we are

Tutorio Ltd is registered in England and Wales (company number 14962372) at Unit 82a James Carter Road, Mildenhall, Bury St. Edmunds, England, IP28 7DE. Our data protection contact can be reached at privacy@tutorio.app. We are registered with the Information Commissioner's Office (ICO).

The data we collect

Information you give us

- **Account details** - name or display name, email address, password (stored only as a salted hash), date of birth or age band where we ask for it, country and timezone, and the role you hold (learner, tutor, admin).
- **Profile and preferences** - avatar, qualification, exam board and subjects you choose, notification preferences, theme and language.
- **Learning content you create** - answers, drawings on the annotation layer, notes, saved items, bookmarks, feedback and reports you submit.
- **Tutor content** - courses, topics, questions, mark schemes, lesson plans, assignments, reviews and messages you create as a tutor.
- **Whiteboard content** - what you draw, write, upload or share on a whiteboard, messages you send in the room chat, your answers to polls and quizzes in the room, and your voice, camera picture and shared screen while you have them switched on in a call (see The Whiteboard).
- **Contact and support** - anything you send us by email, phone, chat or in-app feedback.
- **Payment details** - handled by our payment providers; we receive the card type, last four digits, billing name and transaction outcome, never the full card number.
- **Parent or guardian details** - where provided, so we can contact you about a child's account.

Information generated when you use Tutorio

- **Learning activity** - questions attempted, answers, scores, time taken, hints used, streaks, XP and quests, progress through courses, screening test results and live lesson participation (including answers and response times shown to your tutor).
- **Class and organisation membership** - which classes, tutors and organisations you are connected to, and when you joined or left.
- **AI interactions** - prompts you send to Rio and the answers submitted for AI marking, together with the output (see AI Transparency Statement).
- **Whiteboard recordings and transcripts** - where the tutor who owns a whiteboard records a session: the board and the audio of everyone in the room (not cameras), the display names of the people present, and a transcript and summary written by AI from the audio. Where Rio is on the call, a written transcript of what was said to him and what he replied.
- **Device and technical data** - a random device identifier we assign, device type and OS, app version, browser, IP address, approximate location derived from IP (country/region), language, screen size, referrer and crash or performance diagnostics.
- **Notification tokens** - push notification, live activity and widget tokens issued by Apple or Google for your device.
- **Security records** - sign-ins, failed attempts and lockouts, sign-outs, password changes, sessions and the IP address and user agent involved, held in our audit trail.
- **Usage analytics** - pages and features used and how long for, collected to understand and improve the Service.

Information from other sources

- **Sign in with Apple or Google** - your name, email (or an Apple relay address) and a stable identifier from the provider.
- **Tutors and organisations** - when a tutor or organisation adds you to a class or issues you a licence, they give us your name and contact details.
- **App stores and payment providers** - purchase and subscription status.

Using much of Tutorio does not require an account. For guests we collect only the device identifier, learning activity on that device and technical data.

Why we use your data and our lawful bases

Purpose	Examples	Lawful basis
Providing the Service	Creating your account, saving progress, marking answers, running live lessons, showing results to your tutor, syncing across devices	Performance of a contract (or legitimate interests for guests)
Classes and organisations	Connecting you with tutors, sharing your class progress with them, notifying tutors when learners join	Performance of a contract; for organisation deployments, the organisation's instructions
Whiteboard calls and recordings	Carrying live voice, video and screen sharing between the people in a room, saving boards and uploads, recording a session and writing its transcript and summary for the tutor	Performance of a contract; the legitimate interests of the tutor and Tutorio in keeping a record of what was taught, supporting learners and safeguarding; for organisation deployments, the organisation's instructions
AI features	Drafting content, marking, feedback, Rio (including Rio on a whiteboard call)	Performance of a contract; legitimate interests in improving learning support
Communications	Receipts, invitations, reminders, live lesson alerts, security notices	Performance of a contract; legitimate interests; consent for marketing
Payments and licences	Processing purchases, issuing licences and credits, preventing fraud	Performance of a contract; legal obligation (tax and accounting)
Security and integrity	Audit trail, lockout, detecting cheating and abuse, rate limiting	Legitimate interests in keeping the Service and its users safe; legal obligation
Safeguarding	Responding to concerns, cooperating with authorities	Legal obligation; vital interests; substantial public interest
Improving Tutorio	Analytics, testing features, fixing bugs, understanding which content works	Legitimate interests; consent for non-essential cookies

Purpose	Examples	Lawful basis
Legal compliance	Responding to lawful requests, enforcing our terms, defending claims	Legal obligation; legitimate interests

Where we rely on legitimate interests we have balanced them against your rights and interests and concluded they are not overridden, giving particular weight to the interests of children. You can ask us about any balancing assessment.

Who can see your data

Tutors, classes and organisations

If you join a class, the tutors of that class - and colleagues in their organisation where the organisation enables sharing - can see your display name, progress, answers, scores, screening results and activity for that class, and can contact you through the Service. During a live lesson your answers are visible to the tutor as you submit them, and the tutor may show a leaderboard or summary to the class. Other learners cannot see your answers unless the tutor chooses to reveal them. You can leave a class at any time, after which the tutor keeps only the historical class records.

In a whiteboard room, everyone present can see your display name and avatar, what you put on the board, your messages in the room chat and, while you have them switched on, hear your microphone and see your camera or shared screen. Recordings of a session can be opened only by the tutor who owns the board.

Parents and guardians

A parent or guardian linked to a learner's account can see that learner's progress and activity, as described in Children's Privacy & Parents.

Service providers (processors)

We use carefully selected companies to host, run and support Tutorio - cloud hosting, databases, email and SMS delivery, push notifications, payment processing, AI model providers, error monitoring and customer support tools. They may only use personal data on our instructions and under contracts that protect it. The current list, with locations and purposes, is published in Sub-processors & Data Locations.

Others

- **Apple and Google** - for sign-in, app distribution, in-app purchases and notifications, under their own privacy policies.
- **Authorities** - where required by law, court order or to protect someone's safety, including safeguarding referrals.
- **Business transfers** - if Tutorio is acquired or merges, data may transfer to the new owner under the same protections; we will tell you first.
- **Professional advisers** - lawyers, accountants and insurers under confidentiality.

We do not sell personal data and we do not share it with advertisers for targeting. Where the public parts of our website show advertising, the ad provider only receives the standard technical data described in our Cookie Policy, subject to your cookie choices, and no advertising is shown to signed-in learners inside the learning experience.

AI and your data

When you use an AI feature, the content needed for that request (for example, your written answer and the mark scheme, or your question to Rio and the topic you are studying) is sent to our AI provider to generate a response. We minimise what is sent and, apart from the Whiteboard features described in the next section, do not include your name or contact details unless you type them. Our contracts with providers prohibit them from using the data to train their models. We keep AI interactions with your learning record so you and your tutor can review them. Tutors review AI output before it reaches learners as content, and no decision with a legal or similarly significant effect is made by AI alone. Read more in the AI Transparency Statement.

The Whiteboard: calls, recordings and Rio

The Whiteboard is a live room in which a tutor and the people they invite share a board, talk over a voice and video call, and can open websites and videos together. You need a Tutorio account to enter a room. Because it handles voices, pictures and recordings, this section sets out exactly what happens with them.

Live calls

- Your microphone, camera and screen are used only after your device has asked for and been given permission, and only while you have them switched on. You can switch each one off at any time.

- Voice, video and screen sharing are sent live to the other people in the room. We do not keep them unless the session is being recorded, as described below, and cameras are never recorded.
- Calls are normally relayed through Cloudflare's real-time network, which carries the audio and video without storing it. If the relay is not available, a small room (up to 12 people) connects the participants' devices directly to each other; in that case, as with most video-calling services, your device's IP address is shared with the other participants' devices in order to connect you. Setting up a call also contacts connection servers run by Cloudflare and Google, which see your IP address.
- The room chat, polls, quizzes and name picks exist only while the room is open. They are shown to the people in the room, are not saved, and are cleared shortly after the last person leaves.
- The tutor who hosts the room can lock it, use a waiting room, remove people and decide who may draw, chat, speak, use a camera or share a screen.

Boards and uploaded files

What is drawn, written and uploaded on a board is saved to the account of the tutor who owns the board, so the board can be opened again. Each item records which account added it. A board and its files are kept until the tutor deletes the board or their account is deleted. Anyone who has a room's link can see the board's name and the host's name on the invitation page before signing in.

Recordings, transcripts and summaries

- **Who can record.** Only the tutor who owns the board, using Tutorio's built-in recorder. A live lesson taught on a whiteboard is recorded automatically unless the tutor chooses not to record it.
- **What is recorded.** The board and the audio of everyone in the room, including Rio. Camera pictures are not recorded.
- **How you know.** Everyone in the room is told when a recording starts and when it stops, anyone who joins part-way through is told, and a recording indicator stays on screen throughout. If you do not want your voice recorded, keep your microphone off or speak to your tutor before the session; a parent or guardian can do this for a child.
- **What happens next.** When the recording stops, its audio and the display names of the people who were in the room are sent to our AI provider (Google) to write a transcript and a short summary of the session. These are written by AI and can contain mistakes, including attributing words to the wrong person.
- **Who can see it.** The recording, transcript and summary can be opened, downloaded and deleted only by the tutor who made them. The transcript may also be used to write that tutor's lesson report and the plan for the next lesson; learners' names are replaced with labels before that text is sent to an AI model.
- **How long it is kept.** Until the tutor deletes it or their account is deleted. Deleting a board does not delete recordings already made on it; the tutor deletes those separately.

The tutor (or their school or organisation) decides whether to record and is responsible for telling learners and, for children, their parents or guardians. If you want a recording that includes you corrected or deleted, ask the tutor, or email privacy@tutorio.app and we will help.

Rio on a call

A tutor can bring Rio, our AI study companion, on to a whiteboard call. He appears as a participant in the call. While he is there:

- **Listening for "Hey Rio".** If your microphone is on, your device holds the last few seconds of its audio in memory. When someone starts to speak, a short clip (up to five seconds) is sent to our servers and, unless our own wake-word check can decide by itself, on to our AI provider, to work out whether Rio was called. This happens for anyone who speaks with their microphone on, whether or not they were talking to Rio. We do not store these clips.
- **Talking to Rio.** Once Rio is awake, the voice of the person speaking to him is streamed to our AI provider (Google by default; OpenAI where that provider is switched on) so that he can answer. With it we send pictures and the text of the board, the first names and roles (tutor or student) of the people on the call and, for a class, a short brief so he can pitch his help: the class and lesson, recent class results and, for each learner, their first name, year group, progress through the course and the reading age, strengths, helpful strategies, interests and goals their tutor has recorded. We do not send surnames, contact details, or notes about needs or health.
- **What is kept.** We do not store the audio of conversations with Rio (it is part of the session recording if the tutor is recording). A written transcript of what was said to Rio and what he replied, with speakers' first names, is kept so the tutor can read it. It can be opened only by the tutor and is deleted when the board is deleted.

The tutor can also ask Rio in writing to draw or explain on the board. For that, the request, the contents and a picture of the board, the first names of the people present and the titles of the tutor's courses are sent to our AI provider.

Websites, apps and videos opened in a room

A tab or window on a whiteboard can show another website (for example a graphing tool, a simulation or a document). Those sites are loaded directly from their owners into each participant's browser. Their owners receive the technical data any website receives, such as your IP address and browser details, may set their own cookies, and handle that data under their own privacy policies, not this one. Embedded sites cannot use your camera, microphone or screen. The room also loads fonts and scripts from Google Fonts, jsDelivr, unpkg and cdnjs, which receive your IP address when they do.

The Whiteboard's shared video player uses **YouTube API Services**. Videos play in YouTube's own player, which may set cookies and collect data under the Google Privacy Policy. When a tutor searches for a video we send the search words to YouTube without anything that identifies you, and keep a copy of the results so the same search is quicker next time.

Notifications, widgets and live activities

With your permission we send push notifications about classes, assignments, reviews, live lessons, streaks and account security. On iPhone we can also show a live activity on the lock screen and in the Dynamic Island during a live lesson or study session, and render a home-screen widget with your progress. These use the device tokens issued by Apple or Google and data from your account. You can turn any category off in Tutorio's notification settings or in your device settings. We do not send marketing by push notification.

Cookies and similar technologies

We use cookies and local storage to keep you signed in, remember your device and preferences, protect against cross-site request forgery, and (with consent) measure how the public website is used. Our Cookie Policy lists each one and how to control them.

International transfers

Your account, your learning records and every database backup are stored in the United Kingdom. Whiteboard boards, uploaded files and recordings are stored in Cloudflare's object storage in the European Union, which is covered by UK adequacy regulations, and live whiteboard calls are carried through Cloudflare's network without being stored. Some service providers process limited data in other countries, principally the United States, to carry out a specific task such as delivering a push notification, signing you in or answering an AI request (which includes voice sent to Rio on a whiteboard call and recordings sent for transcription). Where they do, we rely on UK adequacy regulations or the UK International Data Transfer Agreement or Addendum together with supplementary measures such as encryption. The transfer mechanism for each provider is shown in Sub-processors & Data Locations.

How long we keep data

Data	Retention
Account and profile	While your account is open, then deleted within 30 days of account deletion
Learning activity and progress	While your account is open; anonymised or deleted on account deletion. Class records kept by a tutor or organisation are retained under their instructions
Guest device data	Deleted after 24 months of inactivity
AI interactions	Kept with your learning record; provider-side logs are deleted by the provider within the period in its terms, at most 55 days
Whiteboard boards and uploaded files	Until the tutor who owns the board deletes it, or their account is deleted
Whiteboard recordings, transcripts and summaries	Until the tutor who made them deletes them, or their account is deleted
Written transcript of conversations with Rio on a call	Until the board is deleted
Whiteboard call audio and video, "Hey Rio" clips	Not stored by Tutorio (unless the session is recorded, see above)
Whiteboard room chat, polls and quizzes	Not saved; cleared shortly after the room empties

Data	Retention
Invitations to join a whiteboard	10 minutes
Security audit trail	12 months, or longer where needed for an investigation or legal claim
Payment and licence records	7 years, as required by UK tax law
Support correspondence	3 years after the case is closed
Backups	Rolling backups are overwritten within 35 days; deleted data leaves backups on that cycle
Safeguarding records	In line with statutory guidance, which may require longer retention

How we protect your data

We use encryption in transit (TLS 1.2 or higher) and at rest, ISO 27001 certified hosting, role-based access control, hashed passwords with a configurable strength, history and lockout policy, multi-factor sign-in through Apple and Google, logging and monitoring, regular tested backups, and secure development practices with dependency scanning and code review. Staff access to personal data is limited to what their role requires and is logged. Full details are published on our Security & Compliance page. No system is perfectly secure; if we discover a breach that puts you at risk we will tell you and the ICO as the law requires.

Your rights

Under the UK GDPR you have the right to:

- **Access** the personal data we hold about you and receive a copy.
- **Rectify** data that is inaccurate or incomplete.
- **Erase** your data ("right to be forgotten") in many circumstances, including by deleting your account.
- **Restrict** or **object** to processing based on legitimate interests, and object to direct marketing at any time.
- **Portability** - receive data you provided in a machine-readable format.
- **Withdraw consent** where processing is based on consent, without affecting earlier processing.
- Not be subject to a decision based solely on automated processing that has a legal or similarly significant effect on you.

Most of these can be exercised directly from your account settings. Otherwise email privacy@tutorio.app. We respond within one month and never charge for a reasonable request. Your Data Rights & Account Deletion explains each step.

You also have the right to complain to the Information Commissioner's Office at ico.org.uk or on 0303 123 1113. We would appreciate the chance to resolve your concern first.

Children

Tutorio is used by children, and we design it with them in mind. We apply the ICO's Age Appropriate Design Code: high-privacy defaults, no behavioural advertising, no nudges to share more data, clear language, and parental tools. Accounts can be created from age 13; younger learners use Tutorio through a parent, tutor or organisation. Everything specific to under-18s is in Children's Privacy & Parents.

When we act as a processor

When you use Tutorio through a school, college, council, agency or other organisation, that organisation decides what data is entered and how it is used, and is the controller. We process the data on its instructions under our Schools & Organisations Agreement. Requests about that data should go to the organisation in the first instance; we will help them respond. Independent tutors who set up their own classes are controllers of the learner data they collect.

Changes to this policy

We will update this policy when our practices or the law change. Material changes will be announced by email or in-app notice before they take effect, and every version is retained in the version history at the bottom of this page.

Contact

Data protection: privacy@tutorio.app
Tutorio Ltd, Unit 82a James Carter Road, Mildenhall, Bury St. Edmunds, England, IP28 7DE
Phone: 01908 904106

APPENDIX D

AI Transparency Statement

Where Tutorio uses artificial intelligence - course drafting, marking and Rio - what data it sees, its limits and the human checks around it.

Effective 23 November 2026 • Version 2 • Published at https://tutorio.app/policies/ai

KEY POINTS

- AI drafts course content, marks written answers against a mark scheme and powers Rio, the study companion.
- On the Whiteboard, AI writes the transcript and summary of a recorded session, and Rio can join the call by voice when the tutor invites him.
- Tutors review everything AI produces before it reaches learners as course content.
- No decision with a legal or similarly significant effect on a learner is made by AI alone.
- Only the content of the request is sent to the AI provider; it is never used to train models. On the Whiteboard that content includes voices and first names.
- You can see when something was generated by AI, and you can always ask a tutor to review it.
- Organisations can have AI features disabled for their deployment.

Tutorio uses artificial intelligence to help tutors create better lessons faster and to give learners more feedback than any tutor could write by hand. We think you should know exactly where AI is used, what it sees, where it falls short and who is accountable. This statement explains all of that. It forms part of our Terms of Service and Privacy Policy.

Where we use AI

Feature	What the AI does	Who sees the output first
Course drafting	Turns a syllabus or specification into a topic structure, drafts explanations and questions, and audits the draft for gaps against the specification	The tutor, in the course editor, before anything is published
Marking	Compares a learner's written answer with the mark scheme and suggests a mark and feedback	The learner sees the suggested mark and feedback; the tutor can review and override
Feedback and explanations	Explains why an answer is right or wrong and suggests what to revise	The learner
Rio	A study companion that answers questions about the topic being studied, offers hints and encouragement, and helps a learner plan revision	The learner
Review generation	Picks retrieval-practice questions from material a tutor has already taught, so reviews test only what was covered	The learner, within a tutor-set review
Rio on the Whiteboard	At the tutor's written request, draws, writes and explains on the board, puts up pictures and can open sites or videos	The tutor, and everyone in the room as it appears on the board
Rio on a Whiteboard call	Joins the call when the tutor invites him, wakes when someone says "Hey Rio", answers by voice, draws while he talks, can follow a lesson plan and coach a game of chess	Everyone in the room hears and sees him as he speaks; nothing is reviewed first
Session transcripts and summaries	Turns the audio of a recorded Whiteboard session into a transcript and a short summary, which can feed the tutor's lesson report and next lesson plan	The tutor who made the recording

AI is **not** used to: decide grades, set predicted grades, place learners in sets, decide who can join a class, make safeguarding decisions, price anything, or target advertising.

Human oversight

- Tutors review and can edit every piece of AI-drafted content before it is published to learners.
- AI marks are suggestions. Tutors can see them, override them and are told when a learner disputes one. Learners can ask their tutor to review any AI-marked answer.
- Screening tests, results and reports remain the tutor's or organisation's decision to interpret and act on.
- We label AI-generated content and feedback so you know what you are looking at.
- Rio on a Whiteboard call speaks live, so what he says is not reviewed before learners hear it. Only the tutor can bring him on to a call. The tutor is present throughout, can interrupt or silence him by speaking or tapping his tile, can take him off the call at any time, and can read a transcript of everything said to him. A learner speaking to Rio can only ask him to explain, write or draw; other requests are the tutor's alone.
- Transcripts and summaries of recorded sessions go only to the tutor, and are marked as written by AI.

What data the AI sees

For each request we send only what that request needs:

- For marking: the question, the mark scheme and the learner's answer.
- For Rio: the learner's message, recent turns of the same conversation and the topic and question being studied.
- For course drafting: the syllabus text or checklist the tutor provides and the draft so far.

For those features we do not send learner names, email addresses, ages, class membership or device data with AI requests, and we strip identifiers where we can. If a learner types personal information into Rio it will be sent as part of the message; we advise learners not to do so and Rio is instructed not to ask for it.

On the Whiteboard

The Whiteboard's AI features work with voices and with a room of named people, so they see more:

- **Listening for "Hey Rio".** While Rio is on a call, when someone whose microphone is on starts to speak, a clip of up to five seconds is checked to hear whether he was called. Where our own wake-word check cannot decide by itself, the clip is sent to the AI provider. Clips are not stored by us.
- **Rio on a call.** Once he is awake: the voice of the person speaking to him; pictures and the text of the board; the first names and roles (tutor or student) of the people on the call; the reason the tutor gave for inviting him; and, for a class, a brief containing the class and lesson, recent class results and, for up to eight learners, first name, year group, progress through the course, and the reading age, strengths, helpful strategies, interests and goals their tutor has recorded. Notes about a learner's needs or health, surnames and contact details are not sent.
- **Rio drawing on the board.** The request, a description and a picture of the board, the first names of the people present, the names of the tabs open and the titles of the tutor's courses.
- **Transcripts and summaries.** The audio of the recorded session and the display names of the people who were in the room. When a transcript is later used for a lesson report or plan, learners' names are replaced with labels before the text is sent to a model.

We keep a written transcript of what is said to Rio on a call, and the transcript and summary of a recorded session, for the tutor. We do not keep the audio sent to Rio.

Our AI providers

We currently use Anthropic's Claude models through their commercial API for text features, including Rio drawing on a Whiteboard, and Google's Gemini API to generate course cover images, icons and pictures for the board. On the Whiteboard, Google's Gemini models also power Rio's voice on a call, the "Hey Rio" check and the transcripts and summaries of recorded sessions, which means learners' voices and first names are sent to Google for those features. OpenAI's models can be switched on in place of Google's for Rio on the Whiteboard and would then receive the same data. Under our agreements the providers may not use the content of our requests to train their models, retain it only briefly for abuse monitoring or not at all where zero-retention is available, and process it under data protection terms. Providers and locations are listed in Sub-processors & Data Locations. If we change provider we will update this statement and notify organisations.

Credits and fair use

AI features consume AI credits. Each plan includes a monthly allowance and organisations can purchase more. Credits protect everyone by keeping usage within limits and by preventing automated abuse. When a learner or tutor runs out of credits the AI feature pauses; nothing else in Tutorio is affected.

Limits you should know about

- **AI can be wrong.** Language models make confident mistakes, including in maths, dates, quotations and mark-scheme interpretation. Treat AI output as a strong first draft or a second opinion, never as the final word.
- **AI cannot see intent.** A marked answer reflects what was written, not what the learner meant. Tutors know their learners; AI does not.
- **Bias.** Models can reflect biases in their training data. We test for unfair marking across writing styles and dialects, and tutors can override any mark.
- **AI can mishear.** Speech recognition makes mistakes, more often with children's voices, accents, quiet speakers and background noise. A transcript can contain wrong words and can attribute them to the wrong person, and a summary can miss or misstate what happened. On a call, Rio can mishear a question, answer speech that was not meant for him, or miss someone who was speaking to him. Transcripts and summaries are a teaching aid, not a verbatim record.
- **Not a person.** Rio is a software character. It is designed to be encouraging, but it cannot provide counselling or safeguarding support. If a learner tells Rio something that suggests they are at risk, Rio directs them to a trusted adult and the conversation is flagged for human review under our Safeguarding Policy.

Safety measures

- Rio and other AI features operate under instructions that restrict them to educational content appropriate for children, and provider-side safety filters apply on top.
- Prompts and responses are checked for personal data and inappropriate content.
- Requests are rate-limited and monitored for abuse, including attempts to extract system instructions or other users' data.
- AI conversations are stored with the learner's record so tutors, parents and our safety team can review them when needed.
- On a Whiteboard call, Rio is told who is the tutor and who is a student, follows the tutor's lead, and keeps students to their learning. Each stay on a call has a spending cap. The written transcript of a call with Rio is available to the tutor who hosted it; it is not otherwise monitored, so the tutor's presence is the safeguard.

Your choices

- Learners can choose not to use Rio; nothing in a course requires it.
- Tutors can turn off AI marking for an assignment and mark by hand.
- Rio is only on a Whiteboard call if the tutor brings him, and the tutor can take him off at any time. A learner who does not want to speak to Rio does not have to, and can keep their microphone off.
- A session's audio is only sent for a transcript if the tutor records the session. Tutors can choose not to record, and can delete a recording with its transcript and summary.
- Organisations can ask us to disable AI features for their whole deployment.
- Anyone can ask us how a specific AI output was produced, or ask for a human to review it, by contacting privacy@tutorio.app.

Governance

We assess new AI features for data protection, fairness and child-safety impact before launch, record the assessment, and review live features at least every six months. We follow the ICO's guidance on AI and data protection and the Department for Education's guidance on generative AI in education.

Changes

We will update this statement whenever we add an AI feature, change provider or materially change how AI is used. Every version is kept in the history below.

APPENDIX E

Safeguarding Policy

How Tutorio keeps children and vulnerable learners safe in classes, live lessons and tutor communication, and how to raise a concern.

Effective 23 November 2026 • Version 2 • Published at https://tutorio.app/policies/safeguarding

KEY POINTS

- Every adult teaching on Tutorio commits to keeping children safe and to reporting concerns.
- Tutor-learner contact stays inside the Service: no private text messaging, social media or personal numbers.
- Whiteboard lessons are live voice and video. One-to-one sessions with a child need a parent's or school's agreement and follow extra rules.
- Tutors of under-18s must hold the checks their setting requires, such as an Enhanced DBS.
- Concerns go to safeguarding@tutorio.app and, for organisations, to their Designated Safeguarding Lead.
- We may report to authorities and suspend accounts immediately where a child is at risk.

Tutorio brings tutors and learners together, many of whom are children. Keeping them safe is a condition of using the Service. This Safeguarding Policy explains what we expect from tutors, organisations, parents and learners, how Tutorio is designed to reduce risk, and what happens when a concern is raised. It forms part of the Terms of Service, Tutoring & Live Lessons Terms and Schools & Organisations Agreement.

Principles

- The welfare of the child is paramount.
- Safeguarding is everyone's responsibility.
- Concerns are acted on promptly, proportionately and in line with statutory guidance including *Keeping Children Safe in Education* and *Working Together to Safeguard Children*.
- We design the platform to minimise opportunities for harm rather than relying on rules alone.

How the platform is designed for safety

- **No private text messaging.** Tutorio does not offer one-to-one private messaging between tutors and learners. Outside the Whiteboard, communication happens through structured features - assignments, feedback on answers, class notices and live lesson prompts - that are visible to the tutor's organisation where one exists.
- **Whiteboard rooms are live lessons, not a messaging service.** A Whiteboard room carries voice, optional video, a shared board and a room chat that everyone present can see. The host can lock the room or use a waiting room, remove anyone, and decide who may speak, use a camera, share a screen, draw or chat. Websites opened in a room cannot use anyone's camera or microphone. The host can record the board and the audio of a session (never cameras), everyone in the room is told, and a live lesson taught on a Whiteboard is recorded automatically unless the host turns it off.
- **What a Whiteboard does not give you.** Tutorio staff do not watch or listen to live sessions, and Whiteboard sessions are not automatically visible to a tutor's organisation. The room chat is not saved after the room closes, and a session that was not recorded cannot be reviewed afterwards. Recordings can be opened only by the tutor who made them. This is why the rules for tutors below matter, and why concerns should be reported straight away.
- **Bounded visibility.** Tutors see only learners who have joined their classes, and only the activity in those classes. Learners cannot see each other's answers unless a tutor reveals them.
- **No location, no photos.** We do not collect precise location or ask children for photographs. A camera in a Whiteboard call is optional, live only and never recorded.
- **Organisation oversight.** Organisation administrators can see their staff's classes and remove staff or learners at any time.
- **Audit trail.** Sign-ins, account changes and administrative actions are logged and can be extracted for an investigation.
- **Content filtering.** Uploads and AI output pass automated checks for inappropriate content, and Rio is configured for educational conversation with children.
- **Reporting everywhere.** Content and people can be reported from within the Service.

Expectations of tutors

Any adult who teaches on Tutorio agrees to:

1. Hold the vetting their setting and the law require before working with under-18s or adults at risk. In England and Wales this will normally be an Enhanced DBS check with a barred list check where the work is regulated activity, renewed or updated as required. Organisations are responsible for their staff's vetting; independent tutors for their own.
2. Keep all contact with learners on Tutorio or through the channels their school or organisation sanctions. Do not exchange personal phone numbers, social media handles or personal email addresses with learners, and do not arrange to meet learners other than through the arrangements their parents or school have made.
3. Maintain professional boundaries in language, feedback and any material shared. Never share personal, romantic or sexual content, and never ask learners for personal information beyond what teaching requires.
4. Use monitoring and "see every answer" tools only for teaching.
5. Complete safeguarding training appropriate to their role, and follow their organisation's safeguarding policy where they have one.
6. Report any concern about a child's welfare - whether arising from something the child says or writes in Tutorio, another adult's behaviour, or anything else - the same day, to the organisation's Designated Safeguarding Lead (DSL) where there is one and to Tutorio at safeguarding@tutorio.app.
7. Not use Tutorio if they are barred from working with children or are subject to an investigation that their setting would expect them to disclose.

Whiteboard lessons with children

A Whiteboard lesson puts an adult and a child in a live voice and video call. Any adult who teaches a child on the Whiteboard also agrees to:

1. **Agreement first.** Teach a child on the Whiteboard only with the agreement of their parent or guardian, or under the arrangements of the child's school or organisation, and only at the times that have been agreed. Never invite a child into a room for anything other than a lesson.
2. **One-to-one sessions.** Where a session is with a single child, make sure the parent, guardian or organisation knows it is one-to-one and when it is happening. For younger children, ask that a parent or carer is at home and within earshot. Follow your organisation's lone-working or online-teaching policy where you have one.
3. **Keep a record.** Leave the lesson recording on for one-to-one sessions with a child unless the parent, guardian or organisation has asked you not to record, and tell them beforehand that sessions are recorded. Recordings protect the child and the tutor. Keep them secure, do not share them, and delete them when they are no longer needed for teaching or safeguarding.
4. **A professional setting.** Teach from an appropriate room, appropriately dressed, with a neutral background and nobody else in view or earshot. Share only the window you intend to share.
5. **The child's camera is the child's choice.** Never pressure a child to switch on a camera, and never ask a child to show their room, their body or anything personal. If you see or hear something that worries you during a call, treat it as a safeguarding concern and report it the same day.
6. **Control the room.** Use the lock or waiting room so that only the intended learners are present, and remove anyone you do not recognise.
7. **Only suitable material.** Check any website, app or video before opening it in a room, and do not send a child to a site that asks them for personal information or that is not meant for their age.
8. **No other capture and no other channel.** Never record, photograph or screenshot a child by any means other than the built-in recorder, and never move a lesson or a conversation with a child to another video-calling or messaging service unless their school or organisation has sanctioned it.
9. **Rio.** If you bring Rio on to a call, stay present and supervise what he says and draws. Rio is not a safeguarding tool and does not replace your own attention.

Expectations of organisations

- Vet, train and supervise staff who use Tutorio in line with statutory guidance.
- Nominate a safeguarding contact and keep it current in the organisation settings.
- Revoke access promptly when staff leave or are suspended.
- Ensure learners and parents know how to raise concerns.
- Cooperate with Tutorio in any investigation.

Expectations of learners and parents

Learners should keep their password private, use their real name where their class requires it, keep other people's work private, and tell a trusted adult if anything on Tutorio makes them uncomfortable. In a Whiteboard lesson a learner never has to switch their camera on, can leave at any time, and should tell a parent or trusted adult straight away if anyone in a room asks them to do something that feels wrong. Parents should know when their child's Whiteboard lessons take place, who the tutor is and whether they are recorded. Parents and guardians are encouraged to link to their child's account, review the classes they have joined and talk with them about staying safe online. Guidance for families is available from the UK Safer Internet Centre and CEOP.

Raising a concern

- **Immediate danger:** call 999 (UK) or your local emergency number.
- **Concern about a child's welfare or an adult's conduct:** email safeguarding@tutorio.app. This mailbox is monitored by trained staff during working hours and checked outside them. Include what you saw, when, who was involved and how to reach you. Anonymous reports are accepted.
- **Within a school or organisation:** also tell their Designated Safeguarding Lead.
- **Report a child at risk of online abuse:** CEOP Safety Centre. NSPCC helpline: 0808 800 5000. Childline (for children): 0800 1111.

How Tutorio responds

1. We acknowledge concerns within one working day and immediately where there is an obvious risk.
2. A named safeguarding lead at Tutorio assesses the concern and decides on immediate protective steps, which may include suspending an account or removing a learner from a class while we investigate.
3. We inform the relevant organisation's DSL without delay, and the parent or guardian where appropriate and safe.
4. Where the threshold is met we refer to the local authority children's services, the police or the Disclosure and Barring Service, as statutory guidance requires, and cooperate fully with their enquiries.
5. We preserve relevant records, including audit logs, content and any Whiteboard recordings or transcripts that exist, for the investigation and for as long as statutory guidance requires.
6. We tell the person who raised the concern what has happened, as far as confidentiality allows.

Allegations against Tutorio staff

Any allegation against a member of Tutorio's staff is escalated to a director who is not involved, handled under the same principles, and referred to the Local Authority Designated Officer (LADO) where the threshold is met.

Records and confidentiality

Safeguarding records are kept securely, separately from general support records, with access limited to those who need it. Information is shared on a need-to-know basis and in line with the Data Protection Act 2018, which permits sharing to safeguard children.

Review

This policy is reviewed at least annually and whenever statutory guidance changes. The version history below records each update.

Contact

Safeguarding lead: safeguarding@tutorio.app · Phone: 01908 904106 (working hours).

APPENDIX F

Children's Privacy & Parents

How Tutorio protects learners under 18, what parents and guardians can see and do, and how we apply the ICO Children's Code.

Effective 23 November 2026 • Version 2 • Published at https://tutorio.app/policies/children

KEY POINTS

- We follow the ICO Children's Code: high-privacy defaults, no profiling for ads, plain language.
- Accounts can be created from age 13. Younger learners use Tutorio through a parent, tutor or school.
- Parents and guardians can see a linked learner's progress and ask us to correct or delete their data.
- Tutors only see learners in their own classes, and only the class-related activity.
- In a whiteboard lesson a child's camera and microphone are optional. Cameras are never recorded; a tutor can record the board and the audio, and everyone is told.
- We never show behavioural advertising to learners and never sell children's data.

Many of the people who learn on Tutorio are children. This policy explains the extra care we take with learners under 18, what parents and guardians can see and do, and how tutors and organisations may involve children on Tutorio. It supplements our Privacy Policy and Safeguarding Policy.

Our approach

We design Tutorio in line with the ICO's Age Appropriate Design Code (the Children's Code) and the UK GDPR. That means:

- **The best interests of the child** guide our design decisions.
- **High-privacy defaults.** Profiles are private, activity is visible only to the learner and their own tutors or parents, and location is never collected precisely.
- **Data minimisation.** We ask only for what we need to provide the learning experience.
- **No behavioural advertising** and no sale of children's data, ever.
- **No dark patterns.** We do not nudge children into sharing more, lowering privacy settings or spending money. Streaks and rewards are designed to encourage learning, not compulsive use, and can be turned off.
- **Plain language.** We explain what happens with data in words a young person can understand, and we show a short summary at the top of every policy.
- **Parental tools.** Parents and guardians can view progress, manage notifications and request deletion.

Age and accounts

- **Under 13.** Children under 13 cannot create their own Tutorio account. They can use Tutorio as a guest on a device supervised by a parent, or through an account or class created for them by a parent, guardian, tutor or organisation that holds the appropriate authority. In those cases the adult or organisation is responsible for the account.
- **13 to 17.** Young people may create their own account. We ask that a parent or guardian reviews our terms with them. Parents can be linked to the account to see progress.
- **Age assurance.** We ask for age or year group at sign-up and infer age from the qualification level where reasonable. Where we believe an account belongs to a younger child than declared we may restrict features or ask a parent to verify.

What we collect from children

The same categories described in the Privacy Policy, limited to what the learning experience needs: display name, email or username, age band or year group, learning activity, device identifier and notification tokens, and the content the child creates (answers, notes, drawings, and what they add to a whiteboard). We do not ask children for phone numbers, addresses or photographs, and we do not collect precise location.

Rio, our AI study companion, is designed for educational conversation. Children's prompts are sent to our AI provider only to generate the answer, are never used to train models, and are subject to content filtering. See the AI Transparency Statement.

In a whiteboard lesson

A tutor can teach a child in a Whiteboard room: a shared board with a live voice and video call. In that room:

- A child's microphone and camera are used only after their device has asked for and been given permission, and only while they are switched on. A child can take part with the camera off, and tutors must respect a child's or parent's wish to keep it off.
- Voice and video are live and are not kept, with one exception: the tutor can record **the board and the audio** of the session. Cameras are never recorded. Everyone in the room is told when recording starts and stops, and a recording indicator stays on screen. Live lessons on a whiteboard are recorded automatically unless the tutor turns it off.
- A recording, and the transcript and summary our AI provider writes from its audio, can be opened only by the tutor who made it. It is kept until the tutor deletes it or their account is deleted.
- If the tutor brings Rio on to the call, a child can talk to him by saying "Hey Rio". What a child says to Rio is sent to our AI provider to produce the answer, together with the child's first name and the learning information their tutor holds (year group, progress, reading age, strengths, interests and goals) so the help is pitched correctly. Short clips of speech are also checked to hear whether Rio was called. A written transcript of the conversation is kept for the tutor.
- The room chat is seen by everyone in the room and is not saved after the room closes.

Before a tutor teaches a child on the Whiteboard, and before any session with a child is recorded, the tutor or organisation must have told the parent or guardian (or, in a school, be acting under the school's authority and privacy notice). Parents can ask the tutor, or us, for a recording that includes their child to be deleted. The full detail is in the Privacy Policy and the rules for tutors are in the Safeguarding Policy.

Who can see a child's data

- **The child**, on their own devices.
- **Linked parents or guardians** - progress, streaks, assignments, results and time spent. Parents do not see the content of a child's private notes unless the child shares them.
- **Tutors of classes the child has joined**, and colleagues in the tutor's organisation where sharing is enabled - class progress, answers, scores, screening results and live lesson participation for that class only.
- **Tutorio staff** - only when needed for support, safety or security, and always logged.
- **People in the same whiteboard room** - while a child is in a room, the others present see the child's display name and avatar, what the child puts on the board or in the room chat, and hear or see the child's microphone and camera while they are switched on.
- **Nobody else.** Other learners see a child's name and score only where a tutor chooses to display a class leaderboard or reveal answers during a live lesson, and tutors can anonymise leaderboards.

Communication with children

Tutors communicate with learners through the Service - assignments, feedback, class notices, live lesson prompts and Whiteboard sessions. Tutorio does not provide private text messaging between a tutor and a child. A Whiteboard session is a live lesson by voice and, optionally, video, with a room chat that everyone present can see; when a tutor teaches a single child it is a one-to-one lesson, and the extra rules for those in the Safeguarding Policy apply. Notifications to children are limited to learning and account matters. We do not send marketing to anyone we know to be under 18.

Tutors, schools and organisations

Before adding a child to a class, a tutor or organisation must have the authority to do so: for a school, its statutory duty and its own privacy notice; for an independent tutor, the parent's or guardian's agreement. Organisations are the data controller for the children they bring to Tutorio and we act under their instructions (see the Schools & Organisations Agreement). All adults teaching on Tutorio agree to our Safeguarding Policy and Tutoring & Live Lessons Terms.

What parents and guardians can do

- **See progress** through the parents area once linked to a learner.
- **Manage notifications** sent to the child's device and to you.
- **Turn off streak reminders** and other engagement features.
- **Request access to, correction of, or deletion of** your child's data by emailing privacy@tutorio.app. We will verify that you are the parent or guardian before acting. Where the child is old enough to understand their rights (normally 13+) we may also ask for their view.
- **Remove your child from a class** at any time, or ask us to.
- **Raise a concern** about a tutor, another learner or content at safeguarding@tutorio.app.

Retention

Children's learning data is kept while the account is active and deleted or anonymised within 30 days of the account being deleted, subject to the retention periods in the Privacy Policy for payment, safeguarding and legal records. Guest data on unmanaged devices is deleted after 24 months of inactivity.

Changes

If we make a material change to how we handle children's data we will tell parents and organisations before it takes effect, and where appropriate explain the change to children inside the app.

Contact

Privacy: privacy@tutorio.app. Safeguarding: safeguarding@tutorio.app. You can also contact the ICO at ico.org.uk.

APPENDIX G

Your Data Rights & Account Deletion

How to access, correct, export or erase your data, delete your account, and what happens to your information when you do.

Effective 23 November 2026 • Version 2 • Published at https://tutorio.app/policies/data-rights

KEY POINTS

- Delete your account from Settings at any time - it removes your personal data within 30 days.
- Ask for a copy of your data, a correction or an export by emailing privacy@tutorio.app.
- We answer every request within one month and never charge for a reasonable request.
- Class records held by your school or tutor are theirs to delete; we will help them do it.
- Payment records are kept for 7 years because UK tax law requires it.

This page explains, step by step, how to exercise your rights over the personal data Tutorio holds about you, including how to delete your account and what happens when you do. Your rights come from the UK GDPR and the Data Protection Act 2018 and are summarised in our Privacy Policy.

Deleting your account

From the app or website

1. Sign in and open **Settings**.
2. Choose **Delete account**, read what will be removed and confirm.
3. We sign you out everywhere and schedule deletion. Your data is removed within 30 days; you can cancel by signing in again within 7 days.

By email

Email privacy@tutorio.app from the address on your account with the subject "Account deletion". If you write from a different address we will ask you to verify that the account is yours.

Accounts created for you by a school or tutor

If your account was created by a school, college or organisation, that organisation controls it. Ask them to remove you, or contact us and we will pass the request on and help them complete it.

What deletion removes

- Your profile, sign-in credentials, linked Apple or Google identity, sessions and devices.
- Your learning activity, progress, streaks, notes, saved items and AI conversations.
- Your notification tokens, so no further pushes are sent.
- Your membership of classes and organisations.
- Whiteboards you own, with their uploaded files, the recordings, transcripts and summaries you made, and the transcripts of conversations with Rio on those boards.

What deletion does not remove

- **Payment and licence records**, kept for 7 years under UK tax law, with personal details limited to what the law requires.
- **Security audit records** for up to 12 months, and longer if needed for an investigation.
- **Class records held by a tutor or organisation** - your name and results in their class history remain under their control as data controller. We anonymise your identity in our own analytics.
- **What you added to someone else's whiteboard, and recordings a tutor made of sessions you were in** - these belong to the tutor's board and class records. Ask the tutor to delete them, or email us and we will help.
- **Content you created as a tutor** that has been shared with an organisation, which remains with the organisation.
- **Safeguarding records**, which statutory guidance may require us to keep.
- **Backups**, from which your data disappears on the normal 35-day cycle.

Getting a copy of your data (access and portability)

Email privacy@tutorio.app. We will provide the personal data we hold about you, the purposes, recipients, retention periods and sources, in a common machine-readable format (JSON or CSV) within one month. For complex requests we may extend by up to two further months and will tell you why. We may ask for identity verification to protect your data.

Correcting your data

You can change your name, email, avatar, preferences and most profile details in Settings. For anything else, or if you believe a record about you is inaccurate, email us and we will correct it or add a note recording your view.

Objecting, restricting and withdrawing consent

- **Marketing** - use the unsubscribe link in any marketing email or turn it off in Settings. We stop immediately.
- **Cookies** - change your choices from the cookie banner (see the Cookie Policy).
- **Notifications** - manage each category in Settings or in your device settings.
- **AI features** - learners can choose not to use Rio; organisations can have AI disabled for their deployment.
- **Whiteboard recording** - if you do not want your voice recorded in a whiteboard session, tell your tutor before it starts; only the tutor can turn recording off. You can also keep your microphone off. You can ask for a recording that includes you to be deleted, as described in the Privacy Policy.
- **Camera and microphone** - switch them off in the room, or withdraw the permission in your browser or device settings.
- **Legitimate interests processing** - you can object, and we will stop unless we can show compelling grounds. Email us with the processing you object to.
- **Restriction** - while we check an accuracy dispute or objection, you can ask us to pause processing other than storage.

Automated decisions

Tutorio does not make decisions with legal or similarly significant effects about you by automated means alone. AI marking and feedback are learning aids that tutors review; grades and placements remain human decisions. You can always ask a tutor to review an AI-marked answer.

Requests on behalf of someone else

Parents and guardians can make requests for a child (see Children's Privacy & Parents). Anyone else acting for you needs written authority. We will always verify identity and authority before releasing data.

How we verify identity

We normally verify by asking you to write from the email on the account or to confirm a code sent to it. For higher-risk requests we may ask a security question about the account or, rarely, for identity documents, which we delete once verified.

Timescales and fees

We respond within one calendar month. Requests are free. Only where a request is manifestly unfounded or excessive may we charge a reasonable fee or decline, and we will explain why.

Complaints

If you are unhappy with how we have handled a request, please tell us at privacy@tutorio.app so we can put it right. You also have the right to complain to the Information Commissioner's Office: ico.org.uk/make-a-complaint, 0303 123 1113, or Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

APPENDIX H

Acceptable Use Policy

What you may and may not do on Tutorio, from sharing accounts to probing our systems, and how we respond to misuse.

Effective 23 November 2026 • Version 2 • Published at https://tutorio.app/policies/acceptable-use

KEY POINTS

- Use Tutorio for learning and teaching, respect other people and the law.
- No account sharing, credential stuffing, scraping, or probing our systems without permission.
- No cheating in assignments, reviews, screening tests or live lessons, and no helping others cheat.
- Security researchers: report vulnerabilities to security@tutorio.app and we will work with you.
- Breaches can lead to content removal, suspension, termination and, where necessary, referral to authorities.

This Acceptable Use Policy sets out what you may and may not do on Tutorio. It applies to everyone - learners, parents, tutors, organisation staff and visitors - and forms part of our Terms of Service. Where you use Tutorio through an organisation, that organisation's own rules apply as well.

The short version

Use Tutorio for what it is for: learning, teaching and helping others learn. Be honest, be kind, respect other people's work and privacy, and do not try to break or abuse the platform.

Accounts and access

You must not:

- Share your account or password, or use anyone else's account.
- Create accounts using false information, on behalf of someone else without authority, or to evade a suspension.
- Create accounts for children without the authority described in Children's Privacy & Parents.
- Attempt to sign in to accounts that are not yours, including by guessing or stuffing credentials.
- Use join links, QR codes or join codes that were not shared with you, or share them with people they were not intended for.

Security and integrity of the Service

Unauthorised access to computer systems is an offence under the Computer Misuse Act 1990. You must not:

- Probe, scan or test the vulnerability of the Service, or breach or circumvent any security or authentication measure, except under our vulnerability disclosure programme below.
- Access, tamper with or use non-public areas of the Service, our systems or our providers' systems.
- Interfere with the Service or any user, for example by sending malware, overloading, flooding, spamming or mail-bombing.
- Scrape, crawl, bulk-download or systematically extract content, questions, mark schemes or user data, whether manually or with automated tools, including for training machine-learning models.
- Reverse engineer, decompile or attempt to derive the source code of the Service or apps, except where the law expressly allows.
- Bypass rate limits, usage limits, paywalls, AI credit limits or content locks, or manipulate purchases, licences or credits.
- Forge headers, spoof identifiers or otherwise disguise the origin of any request.
- Use the Service to build, train or benchmark a competing product.

Academic integrity

Tutorio results are relied on by learners, tutors and schools. You must not:

- Cheat in assignments, reviews, screening tests or live lessons, including by using another person, another device, extracted answer data or automated tools to answer on your behalf.
- Extract or share answers, mark schemes or question banks in ways that undermine assessment.
- Tamper with scores, progress, streaks, XP or leaderboards.

- Help or encourage anyone else to do any of the above.

We use technical measures to detect and discourage cheating, including recording how answers are submitted and rate-limiting marking requests. Tutors and organisations are told when integrity signals are triggered.

Conduct towards others

You must not:

- Harass, bully, threaten, intimidate or demean anyone, or encourage others to do so.
- Discriminate against or abuse anyone on the basis of a protected characteristic.
- Share, or attempt to obtain, other people's personal information, answers, scores or work without permission, including by photographing, screenshotting or recording live lessons or Whiteboard sessions. The only recording allowed is a tutor's use of Tutorio's built-in Whiteboard recorder under the Tutoring & Live Lessons Terms.
- Impersonate any person or organisation, or misrepresent your affiliation or qualifications.
- Contact learners outside the Service in ways that breach the Safeguarding Policy.

Whiteboard rooms and calls

A Whiteboard is a live classroom with voice and video. In one, you must not:

- Enter a room you were not invited to, pass a room link to someone it was not meant for, or try to get round a lock, waiting room or removal.
- Show, say, draw, upload, type or screen-share anything that would breach the Content & Community Guidelines, or anything personal about someone else.
- Record, photograph, screenshot or stream a session, or anyone in it, by any means other than the host's built-in recorder.
- Open or direct others to websites or videos that are unsuitable for the learners present, or use an embedded site to get round filtering or to collect learners' personal information.
- Disrupt a session, for example by talking over others on purpose, defacing the board, or misusing Rio.
- As a tutor: record a session without having told the learners and, for under-18s, their parents; keep or share recordings beyond what teaching and safeguarding need; or hold one-to-one sessions with a child outside the rules in the Safeguarding Policy.

Content

Everything you create or upload must comply with our Content & Community Guidelines. In particular you must not upload content that is unlawful, infringes intellectual property, is sexual, violent, hateful, promotes self-harm or dangerous acts, or is otherwise inappropriate for a learning environment used by children.

Commercial use

You must not advertise, solicit, or promote products or services to other users on Tutorio, run competitions or schemes, or use the Service to send unsolicited messages. Tutors may use the tutor workspace in the course of their tutoring business as permitted by the Tutoring & Live Lessons Terms.

AI features

You must not use Rio or any other AI feature to generate content that breaches this policy, to attempt to extract system instructions or other users' data, to circumvent safety measures, or in any way that consumes credits abusively. AI features are subject to usage limits and monitoring.

Vulnerability disclosure

We welcome reports from security researchers. If you believe you have found a vulnerability, email security@tutorio.app with enough detail to reproduce it. We ask that you: act in good faith to avoid privacy violations, data destruction and service disruption; do not access more data than needed to demonstrate the issue; do not use social engineering or physical attacks; and give us a reasonable time to fix the issue before disclosing it. In return, we will acknowledge your report promptly, keep you informed, not pursue legal action against research that follows these rules, and credit you if you wish.

Monitoring and enforcement

We monitor activity on the Service to keep it secure and safe, and we record security-relevant events in an audit trail. If you breach this policy we may, depending on seriousness and context: warn you; remove or restrict content; suspend or

terminate your account or your organisation's access; withhold refunds where the breach is serious; report you to your school or organisation; and report to law enforcement or other authorities. Where practical we will tell you what we have done and how to respond. Learners and parents can appeal by emailing support@tutorio.app.

Reporting misuse

To report a breach of this policy use the in-app report option or email support@tutorio.app. Safeguarding concerns should go to safeguarding@tutorio.app. If someone is in immediate danger contact the emergency services first.

Changes

We may update this policy as the Service and the threats to it evolve. The version history below records each change.