



## **Contract for the Tapestry Online Learning Journal**

The Foundation Stage Forum Ltd

July 1st 2020

### **A note on this contract**

This is the contract between the Foundation Stage Forum Ltd and our customers in Australia.

### **Your contract with us for the use of Tapestry**

1. We are the Foundation Stage Forum Ltd, a company registered in England 210 with company number 05757213 and a registered address of WaterCourt, 65 High Street, Lewes, England, BN7 1XG.
2. You are an educator, early childhood or education service (such as a long day care centre, kindergarten/preschool, early learning school, family day care educator) or similar educational organisation.

### **What you get**

3. This contract is for a 12 month subscription to Tapestry, our online learning journal, together with:
  - Our tutorials
  - Email support
4. We describe our service in a little more detail in the Annex to this contract.
5. We encourage you take out a free no obligation trial to ensure the service is right for you.

### **What you do not get**

6. We do not provide telephone or face to face support. However, at our discretion, we may offer to call you if we feel a query could be better resolved over the phone. We also do offer bookable telephone support sessions for a fee.

7. We do not provide direct support to any relatives that you add to Tapestry. If they contact us, we will usually direct them back to you. We do this because it is difficult for us to know whether their requests are authorised by you.
8. We do our best to provide Tapestry at all times but we cannot guarantee this.

## Our tutorials

9. You may copy, store, share and adapt our tutorials for the purpose of making better use of Tapestry.

## Fees

10. You must pay our fee in full before we will start your Tapestry subscription.
11. Our fee, as set out on our website, is based on the maximum number of children you wish to have in your Tapestry account during the 12 month subscription.
12. You can add or remove individual children throughout the year so long as the maximum number of children is not exceeded at any one moment.
13. You can increase the maximum number of children during the subscription by paying for an upgrade. The upgrade fee will be our price at the time for the new maximum number of children, less what you have already paid, reduced in proportion to the number of days the subscription has left. For example., if you paid \$100 for a subscription that has 60 days left and wish to upgrade to a \$200 subscription, then you would pay  $(\$200 - \$100) \times (60 \text{ days} / 365.25 \text{ days}) = \$16.43$
14. If you have not paid your fee in full then:
  - we may not provide access to Tapestry
  - after 90 days, we will delete the data that you have entered into Tapestry.
15. You must pay us in Australian dollars.

## Termination

16. You can stop using Tapestry at any time and ask us to return and / or delete the data you have entered into Tapestry, but we will not refund any fees that you have paid unless:
  - You are within the first month of your Tapestry subscription.
  - We materially change this contract to your detriment.
17. We may, after discussing the situation with you, stop providing you with Tapestry if you:
  - misuse our systems or
  - create an unreasonable load on our systems or
  - cause us unreasonable costs or

- abuse our staff or
- breach this contract.

### **Changes and disputes**

18. If something goes wrong, unless otherwise required by law, our total liability to each other is limited to the annual fee that you have paid us for Tapestry.
19. Our contract with you is under English law and any dispute will be settled by an English court.
20. We may change this contract, but will give you reasonable warning.

## Annex: Our service in a little more detail

### Where is data stored?

Our processing and storage of your data happens within the UK, Ireland, Germany and Australia.

The primary processing and storage location is in Ireland.

Our offsite backups are stored in Germany.

Almost all storage and processing is carried out on computers and networks provided by Amazon Web Services (AWS). We instruct them to only store data on computers in their data centres located in Ireland (for the primary system) and Germany (for the backup system). They are contractually bound not to move data elsewhere without our permission.

Processing for the purposes of supporting you with your account may be carried out by people who are based in the UK and in Australia.

### What data is placed into Tapestry?

In summary:

- The categories of data subject are the people you add to Tapestry. Typically, children, staff and relatives of the children. You choose exactly who.
- The subject matter and types of personal data are typically: names, email addresses, dates of birth, contents of an online learning journal, records of a child's care. You choose exactly what data.
- The nature and purpose of the processing is typically: to provide an online record of children's progress and care in order to monitor, share and analyse that progress and care. You choose exactly what is done with the data and who it is shared with.
- The duration of the processing is, at most, the duration of this contract plus the time taken for data to leave our backup system. It can be shorter if you choose to delete some or all of your data sooner.

### What we expect of you

We expect you to:

- Have a lawful basis for entering data into Tapestry.
- Use Tapestry in a way that is compliant with data protection law.
- Respond to data protection requests.
- Keep your contact details on Tapestry up to date.

## **You must keep your contact details on Tapestry up to date**

You must keep your contact details up to date within Tapestry. We use these to:

1. Contact you
2. Verify that instructions we receive come from you

If they are not up to date, you may not receive our messages.

In particular, we sometimes receive requests from customers stating that the only manager registered on a service's Tapestry account has left, and requesting that the ownership be transferred to a new person. In order to verify that the request is legitimate we have to take several steps. Even if these steps are successful, they may mean a delay of weeks during which time Tapestry may not be accessible by you. To avoid this, please ensure you update contact details before a manager departs and, ideally, always register more than one manager on the Tapestry system.

## **What you can expect of us**

### **We will only process data on your written instructions**

Tapestry only does what you tell it. We do not do any processing that you do not tell us to do.

To be absolutely clear: we don't license or claim ownership of your data; we don't sell your data; we don't use your data for advertising; we don't pass on your data except when you instruct us to.

You can add users to Tapestry who, depending on the level of access you give them, can then also instruct Tapestry. You can adjust what data those users see and what they can do with the data.

### **Who can instruct us**

We prefer to accept instructions through the Tapestry web interface or apps. This interface has options for authorising different users and giving them different levels of permission about what they can instruct us to do.

We may also accept instructions through our support ticket system or by email if they come from:

- Someone who we have verified is registered on the relevant Tapestry account with the status of a 'manager'.
- Someone who we have verified is an appropriate representative of the account owner (e.g., the head of a school, or the director or manager of a nursery).

Depending on the nature of the instruction and the route by which we receive the instruction, we may need to take extra steps to verify that the instruction is legitimate. This may lead to a delay in us carrying out the instruction.

If someone who isn't authorised tries to instruct us to do something, we will tell you about it. For example, this most commonly applies to relatives you add to the Tapestry account who ask us for access to their children's data because they cannot log in or you haven't provided them with data they think they are entitled to. We will direct those relatives back to you.

### **What does only 'written' instructions mean?**

If you speak to us face to face or by telephone, you will need you to confirm any instructions you give us by:

- Carrying them out yourself through the Tapestry web interface or app.
- Replying to our emailed summary of your instructions, confirming that you wish us to proceed.
- Repeating your instructions in a message through our support ticket system.
- Repeating your instructions by email
- Repeating your instruction in a letter to us.

### **We will ensure that people we use to process your data are subject to a duty of confidence**

The people who process your data are:

1. Contractually bound to keep your data confidential.
2. Vetted by us.
3. Appropriately trained in data protection.

### **We will delete or return all personal data to you as requested at the end of the contract**

You can delete data at any time. You can download data at any time.

At the end of the contract our standard practice is to delete your data from our systems after 90 days. The data will be deleted from our backup systems 90 days after it is deleted from our systems. We are happy to delete your data sooner if you ask us to.

We are happy to return your data to you at any time. If you want your data in a particular format, we will do our best, but may have to pass on our costs in providing it to you in that format.

We will not delete data if we are required by law to keep it (for instance, for an ongoing police or data protection investigation).

## Who are we?

Tapestry is the name of a product that was conceived, developed and is owned by The Foundation Stage Forum Ltd., a UK early years organisation that has provided resources and support for the early years workforce since February 2003.

## Software security

We, together with AWS, ensure that the software running on our servers is up to date. We run regular automated tests and internal security reviews to examine the configuration and security of our servers.

Similarly, we ensure that the devices we use to connect to Tapestry are up to date and free from viruses and compromising software.

It is important that you take similar care with the devices you use to connect to Tapestry to ensure they are up to date and free from viruses or compromising software. If you give relatives access, please also encourage them to do the same.

## Encryption

Connections between you and the Tapestry servers are encrypted.

Connections between the Tapestry apps and our servers are similarly encrypted.

Connections between our office computers and Tapestry are encrypted.

Your data is encrypted at rest on our servers. This includes our backups of your data.

It is important that you check, and encourage those who you give access to check, that they are connected to the official Tapestry site before entering their password. The correct URL is <https://tapestryjournal.com>. There should be a padlock or similar symbol to show that the connection is encrypted.

## Partitioning

Our network is partitioned to provide minimum access between our servers and the internet. In particular, our databases cannot directly access or be accessed from the internet, but only from specific servers. Only a handful of servers can be accessed from the internet, and only on specific ports and using specific protocols (e.g., no unencrypted connections are permitted). This reduces the likelihood that external hackers can gain access to our servers and then get data out.

Our data is partitioned so that your data is held in a separate database from that of other accounts. This reduces the likelihood that a compromise in somebody else's account (because, for instance, they use an easily guessable password) would lead to a compromise of your data.

Our software is partitioned so that it only has the minimum level of privileges to carry out whatever task it is currently doing. This reduces the likelihood that somebody who hacked into one part of our code could use it to compromise other areas.

## Keeping in touch about security

If you suspect a security issue (e.g., you believe that passwords on your account may be compromised because, for instance, computers have been stolen) then email us at [customer.service@eyfs.info](mailto:customer.service@eyfs.info). Please include a descriptive subject line in your email (i.e., don't just say "Help!" but say "Help! Our computers have been stolen").

If we have a security concern about your account, we will try and reach the primary contact we have listed. This will initially be the person that set up the account. You can change this using the Control Panel within Tapestry (Settings > Contact Details). Please keep this information up to date.