

Contract for the Tapestry Online Learning Journal

The Foundation Stage Forum Ltd

19 December 2025

Contents

<u>Contents</u>	<u>1</u>
<u>A note on this contract.....</u>	<u>6</u>
<u>Your contract with us for the use of Tapestry</u>	<u>7</u>
<u>What you get.....</u>	<u>7</u>
<u>What you do not get</u>	<u>7</u>
<u>Tapestry, our Childhood Education Platform.....</u>	<u>7</u>
<u>Integrations within Tapestry</u>	<u>8</u>
<u>Our Billing and Support System</u>	<u>9</u>
<u>Our Discussion Forum.....</u>	<u>9</u>
<u>Fees</u>	<u>9</u>
<u>Termination.....</u>	<u>9</u>
<u>Changes and disputes</u>	<u>9</u>
<u>Annex A: Tapestry Data Protection</u>	<u>11</u>
<u>The legally required terms in a Data Processing Agreement or Contract.....</u>	<u>11</u>
<u>Our jurisdiction</u>	<u>11</u>
<u>Where is data stored?.....</u>	<u>12</u>
<u>What data is placed into Tapestry?</u>	<u>12</u>
<u>Who is responsible for what?</u>	<u>12</u>
<u>What we expect of you</u>	<u>13</u>
<u>You must have a lawful basis for putting data into Tapestry</u>	<u>13</u>
<u>You must use Tapestry in a way that is compliant with data protection law</u>	<u>14</u>
<u>You must respond to data protection requests.....</u>	<u>14</u>
<u>The right to be informed</u>	<u>15</u>
<u>You must keep your contact details on Tapestry up to date.....</u>	<u>15</u>
<u>What you can expect of us.....</u>	<u>16</u>
<u>We will only process data on your written instructions.....</u>	<u>16</u>
<u>Who can instruct us.....</u>	<u>16</u>
<u>What does only 'written' instructions mean?</u>	<u>16</u>
<u>Instructions we do and don't accept</u>	<u>17</u>
<u>We will ensure that people we use to process your data are subject to a duty of confidence.....</u>	<u>17</u>
<u>We will take appropriate measures to ensure the security of our processing</u>	<u>17</u>
<u>We will assist you in providing subject access and allowing data subjects to exercise their rights under data protection law.....</u>	<u>18</u>
<u>We will assist you in meeting your legal data protection obligations</u>	<u>18</u>
<u>The security of processing.....</u>	<u>18</u>
<u>Notification of personal data breaches</u>	<u>18</u>

41	Data protection impact assessments	19
42	We will delete or return all personal data to you as requested at the end of the contract	19
43	We will submit to your audits and inspections.....	19
44	We will provide you with the information to meet your legal obligations.....	19
45	We will tell you if we become aware of a data breach.....	20
46	We will tell you immediately if we are asked to do something infringing data protection law	20
47	If something goes wrong	20
48	Complaints.....	20
49	Our Data Protection Officer.....	20
50	Annex B: Tapestry Security	21
51	Security Responsibilities	21
52	Who are we?.....	21
53	The Foundation Stage Forum Ltd.....	21
54	Director: Stephen Edwards MSc.....	22
55	Director: Helen Edwards DPhil.....	22
56	Data Protection Officer: Tim Pagett.....	22
57	Access to data.....	22
58	Deleting data when it is no longer needed	23
59	Organisational data security	23
60	Certification.....	23
61	Staff.....	23
62	Procedures.....	24
63	Passwords and Two Factor Authentication.....	24
64	Technical data security.....	26
65	Physical security	26
66	Software security.....	27
67	Encryption	27
68	Partitioning	28
69	Logging.....	28
70	Verification (also known as Penetration Testing)	28
71	Capacity, Redundancy and Backups.....	29
72	Keeping in touch about security.....	29
73	Frequently asked security questions	30
74	Q1. Can you fill out this security questionnaire for me?	30
75	Q2. Do you offer a service level agreement?.....	30
76	Q3. Are you insured?.....	30
77	Q4. What happens if my account subscription should expire?	30
78	Q5. What encryption principles are used for data in transit?.....	31
79	Q6. Have you disabled TLS 1.0 support?.....	31
80	Q7. What encryption key management processes are in place?	31
81	Q8. The data centre hosting Tapestry is ISO 27001 accredited. Which version of ISO 27001 is it, and	31
82	who is the accrediting company?.....	31
83	Q9. Do you follow any other standards or hold any other certifications?.....	31
84	Q10. Which board member is responsible for security?.....	31
85	Q11. Can you provide evidence that security and information security are part of your financial and	31
86	operational risk reporting mechanisms, ensuring that the board would be kept informed of security	31
87	and information risk?	31
88	Q12. Can you provide evidence of processes to identify and ensure compliance with applicable legal	31
89	and regulatory requirements?.....	31
90	Q13. Do you track the status, location and configuration of service components throughout their	31
91	lifetime?.....	31

92	Q14. Do you assess changes to the service for potential security impact and monitor that impact to completion?.....	32
93		
94	Q15. How are potential new threats, vulnerabilities or exploitation techniques which could affect the service assessed?.....	32
95		
96	Q16. Do we use relevant sources of information relating to threat, vulnerability and exploitation techniques, e.g. NIST, NCSC?.....	32
97		
98	Q17. How are known vulnerabilities prioritised and tracked until mitigations have been deployed?.....	32
99		
100	Q18. What are the timescales for implementing mitigations? E.g. in patching policy?.....	32
101	Q19. Other than for fault-finding, are activity logs monitored for suspicious activity, potential compromises or inappropriate use of the service?.....	32
102		
103	Q20. Do we have an incident management process?.....	33
104	Q21. What is the process for the vendor to report incidents to the customer?.....	33
105	Q22. Can we require passwords to be changed every X days?.....	33
106	Q23. Which NCSC system architecture do you use?.....	33
107	Q24. What provision is made for customers to access / monitor audit records for system / data access?.....	33
108		
109	Q25. Does your organisation have differentiated access to data depending on the sensitivity level?.....	33
110	Q26. How long would it take to regain service in a disaster?.....	33
111	Annex C: Tapestry Privacy.....	35
112	The Service.....	35
113	What data do we collect and for what purpose?.....	35
114	What is the lawful basis for processing this data.....	37
115	Whose data is it?.....	37
116	Who do we share data with?.....	37
117	How do we collect the data?.....	38
118	Can I see my data that is stored on your system?.....	38
119	Can I have my data corrected or deleted?.....	38
120	What are our customer’s responsibilities?.....	38
121	Contacting Us.....	39
122	Annex D: Tapestry Sub-processors.....	40
123	Annex E: Customer billing, and support data.....	41
124	What data do we collect?.....	41
125	Why do you need this data?.....	41
126	Who do you share this data with?.....	42
127	Where is the data stored?.....	42
128	How long do you keep this data?.....	42
129	How do I exercise my rights under data protection law?.....	42
130	Annex F: Use of our discussion forum.....	43
131	Liability.....	43
132	Content and ownership of your messages.....	43
133	Privacy and Data Protection.....	44
134	Annex G: Standard Contractual Clauses for EU customers.....	45

135	<u>Annex H: Age appropriate design for UK customer who allow children to log into</u>	
136	<u>Tapestry.....</u>	<u>46</u>
137	<u>Standard 1: Best interests of the child.....</u>	<u>46</u>
138	<u>Standard 2: Data protection impact assessments.....</u>	<u>46</u>
139	<u>Standard 3: Age appropriate application.....</u>	<u>47</u>
140	<u>Standard 4: Transparency.....</u>	<u>47</u>
141	<u>Standard 5: Detrimental use of data.....</u>	<u>47</u>
142	<u>Standard 6: Policies and community standards.....</u>	<u>48</u>
143	<u>Standard 7: Default settings.....</u>	<u>48</u>
144	<u>Standard 8: Data minimisation.....</u>	<u>48</u>
145	<u>Standard 9: Data sharing.....</u>	<u>49</u>
146	<u>Standard 10: Geolocation.....</u>	<u>49</u>
147	<u>Standard 11: Parental controls.....</u>	<u>49</u>
148	<u>Standard 12: Profiling.....</u>	<u>49</u>
149	<u>Standard 13: Nudge techniques.....</u>	<u>49</u>
150	<u>Standard 14: Connected toys and devices.....</u>	<u>50</u>
151	<u>Standard 15: Online tools.....</u>	<u>50</u>
152	<u>Annex I: Wonde.....</u>	<u>51</u>
153	<u>Subscription for the integration.....</u>	<u>51</u>
154	<u>Schools with multiple Tapestry accounts.....</u>	<u>51</u>
155	<u>The Data.....</u>	<u>51</u>
156	<u>Security.....</u>	<u>51</u>
157	<u>Annex J: TapestryPay via Unipass.....</u>	<u>52</u>
158	<u>General Agreements.....</u>	<u>52</u>
159	<u>What data do we collect.....</u>	<u>52</u>
160	<u>Why do we collect this data.....</u>	<u>52</u>
161	<u>Who do we share this data with.....</u>	<u>52</u>
162	<u>Where is this data processed.....</u>	<u>52</u>
163	<u>How long do we keep this data.....</u>	<u>52</u>
164	<u>Changes to this contract.....</u>	<u>53</u>
165	<u>This version of the contract (2025 December 19).....</u>	<u>53</u>
166	<u>(2024 April 02).....</u>	<u>53</u>
167	<u>(2022 September 12).....</u>	<u>53</u>
168	<u>2021 September 30.....</u>	<u>53</u>
169	<u>2021 September 2.....</u>	<u>54</u>
170	<u>2020 May 26.....</u>	<u>54</u>
171	<u>2019 April 18.....</u>	<u>55</u>

172	<u>2018 May 1</u>	56
173	<u>Tapestry Data Protection</u>	56
174	<u>Tapestry Security</u>	56
175	<u>Tapestry Privacy</u>	56
176	<u>Tapestry Sub Processor</u>	56
177	<u>2018 March 12 (Second Draft)</u>	56
178	<u>Across all sections</u>	57
179	<u>A note on this draft</u>	57
180	<u>Overview</u>	57
181	<u>Annex A: Tapestry Data Protection</u>	57
182	<u>Annex B: Tapestry Security</u>	58
183	<u>Annex C: Tapestry Privacy</u>	58
184	<u>Annex D: Tapestry Sub-processors</u>	58
185	<u>Annex E: Billing and support data</u>	58
186	<u>Annex F: Use of our discussion forum</u>	58
187	<u>2018 January 5 (First draft)</u>	59
188		
189		

190 **A note on this contract**
191 This is the contract and Data Processing Agreement, between The Foundation Stage
192 Forum Ltd and the data controllers of the Tapestry accounts. This is typically the school,
193 nursery, or childminder who takes out the account,

194 You can see a list of changes at the end of this document, or a version with “Track
195 Changes” at <https://tapestry.info/security/>.

Deleted: 2 April 2024
Deleted: A note on this contract
This is the new contract

Deleted: our customers who use Tapestry

Deleted: If you have read the previous version, you

Deleted: <https://tapestry.info/security.html>.

Your contract with us for the use of Tapestry

1. We are The Foundation Stage Forum Ltd, a company registered in England with company number 05757213 and a registered address of WaterCourt, 65 High Street, Lewes, England, BN7 1XG, UK.
2. You are a childminder, educator, nursery, school or similar educational organisation.

What you get

3. This contract is for a 12 month subscription to Tapestry, together with:
 - [Tutorials and other online resources](#)
 - Email support during UK business hours
 - Access to the discussion forum and educational resources on <https://eyfs.info>
 - [Our continued professional development \(CPD\) resources](#)

What you do not get

4. 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 offer [chargeable](#) bookable telephone support sessions.
5. We do not provide direct support to any relatives that you add to Tapestry. If they contact us, we will direct them back to you, [as our contract is with you and we process your data only as](#) authorised by you.
6. [Our systems are extremely robust \(in the 12 months prior to the date of this contract Tapestry's uptime was over 99.9%\). We always aim to maintain that % although this cannot be guaranteed.](#)

Tapestry, our Childhood Education Platform

7. You [are](#) the Data Controller of the information that you enter into Tapestry (as you are for your paper records); we [are](#) the Data Processor. If you don't know what those terms mean, it is essential that you find out. A starting point for finding out is <https://ico.org.uk>.
8. You agree [to](#) our approach to data protection, privacy and security, [as described](#), in these linked annexes:
 - [Annex A: Tapestry Data Protection](#)
 - [Annex B: Tapestry Security](#)
 - [Annex C: Tapestry Privacy](#)
 - [Annex H: Age-appropriate design](#) – only relevant if you are in the UK and allow children to log into Tapestry
9. You agree to [Tapestry's use of](#) sub-processors [to provide our services](#):
 - [The list of our sub-processors can be found at https://tapestry.info/tapestry-sub-processors/](#)
 - [We have written agreements with all sub-processors detailing their data protection obligations, which we ensure are no less protective than Tapestry's obligations as outlined in this contract. We remain liable for each sub-processor's compliance with these obligations.](#)

Deleted: The main change is to how we tell you who our sub processors are and what we do when we update them.¶

A non-contractual note on Brexit¶

If you are a customer in the EU¶

The EU has decided that UK data protection law is 'adequate'. You can read more about this on the European Commission website https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/brexit_en.¶

This should mean that you can continue to use Tapestry as you have always done.¶

This also means that the [Annex G: Standard Contractual Clauses for EU customers](#) are no longer required.¶

If you are a customer in the UK¶

No action is required. The UK data protection law is pretty much the same as the EU GDPR that we were operating under before Brexit and data can flow freely between the EU and the UK. If you haven't already, it is worth taking the time to understand your and our responsibilities in the law. A good starting point is the UK Information Commissioner's Office <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/>. ¶

Deleted: our online learning journal,

Deleted: <#>Our tutorials¶

Deleted: do

Deleted: for a fee

Deleted: usually

Deleted: . We do this because it

Deleted: difficult for us to know whether their requests are

Deleted: <#>We do our best to provide Tapestry at all times (see our [Annex B: Tapestry Security](#)), but we cannot guarantee this.¶

Deleted: [Tapestry, our online learning journal](#)¶

Deleted: <#>must be

Deleted: <#>will be

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Deleted: and to do your part. We describe our approach and what we expect of you

Deleted:

Deleted: our current

- 287 • [Our sub-processors may process data inside or outside the UK and European](#)
- 288 [Economic Area \(EEA\), provided Sub-Processors guarantee adequate](#)
- 289 [protection under Chapter V GDPR.](#)
- 290 • [We will notify you of any proposed changes to the sub-processors we use,](#)
- 291 [providing at least 15 days notice. You have the right to object to any](#)
- 292 [proposed change and we will work with you to find a mutually acceptable](#)
- 293 [resolution.](#)
- 294 10. [We are compliant with UK GDPR, meaning the 'UK DPA 2018', the 'EU GDPR' and](#)
- 295 [additionally the 'Data \(Use and Access\) Act 2025' \(DUAA\).](#)
- 296 11. This contract contains the terms required for a data processing agreement under
- 297 UK and EU data protection legislation.
- 298 12. We will help you to comply with your duties under [GDPR](#). In most cases you can
- 299 use the tools we provide, but we [will assist if required \(please note this](#)
- 300 [assistance may be chargeable\)](#). More detail is provided in [Annex A: Tapestry Data](#)
- 301 [Protection](#).
- 302 13. If you wish to audit us under UK or EU data protection legislation, you may do so,
- 303 but we may charge you our costs in participating in your audit.

Deleted: <#>Annex D: Tapestry Sub-processors

Deleted: <#>data protection legislation (sometimes referred to as

Deleted: <#>) and

Deleted: <#>data protection legislation (sometimes referred to as the '

Deleted: UK and EU data protection legislation.

Deleted: . If you ask us for extra help in complying we will give it to you

Deleted: charge you our costs in helping.

304 [Integrations within Tapestry](#)

305 [14. Tapestry offers a number of integrations. At the time of writing, this is what is](#)

306 [currently offered:](#)

- 307 • [Wonde \(available early 2026\) – this tool can be used by managers to transfer](#)
- 308 [and synchronise child and relative data from your Management Information](#)
- 309 [System into Tapestry. This is a charged for service and can be accessed by](#)
- 310 [upgrading your package. See Annex I for more details. It will require](#)
- 311 [additional contracts and subscriptions outside of Tapestry with a MIS and](#)
- 312 [Wonde.](#)
- 313 • [TapestryPay \(available early 2026\) – this is an internal payment system](#)
- 314 [which the parents and carers of the children at your school or setting can use](#)
- 315 [to pay the invoices you generate on Tapestry for them. This service is](#)
- 316 [available on all Tapestry accounts but will require you to be approved by, and](#)
- 317 [have a direct contractual relationship with, Unipaas, a payment institution](#)
- 318 [authorised by the UK Financial Conduct Authority \(FCA\). See annex I for more](#)
- 319 [details.](#)
- 320 • [GroupHugs – this is a publisher that can be used by staff and parents to order](#)
- 321 [printed copies of a child's journal. Note parents can only access journals you](#)
- 322 [give them access to on Tapestry.](#)
- 323 • [CSV exports – Data can be exported from Tapestry into a CSV which can then](#)
- 324 [be uploaded into unconnected systems. You are solely responsible for the](#)
- 325 [adequate security and protection of this data once exported.](#)

326 [15. Tapestry does not make the decision to send any data to any of the above-named](#)

327 [systems. All of these integrations are engaged separately by you and those you](#)

328 [add to your Tapestry account.](#)

329 [16. We have contracts with all the above companies and are confident that they are](#)

330 [secure and compliant with UK GDPR.](#)

Our Billing and Support System

17. If you contact us by email or through our websites then we will store and process the information you provide in our billing and support system. Unlike the data you enter into Tapestry, we are the Data Controller for information in our billing and support system. We describe how we use that data in [Annex E: Billing and support data](#).

Deleted: Our tutorials¶

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

Our Discussion Forum

18. You do not need to use our discussion forum. But if you choose to, then you agree to the conditions set out in [Annex F: Use of our discussion forum](#).

Fees

19. You must pay our fee in full before we will start your Tapestry subscription
20. 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.
21. 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.
22. 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.
23. If you wish to increase the maximum number of children you can have in your Tapestry account during the 12 month subscription then we will charge you the difference between what you have paid and the current fee for an account with the increased number of children. This will not extend your subscription.
24. You must pay us UK Pounds Sterling including any applicable VAT. If you choose to pay by bank transfer you must bear all currency conversion and bank transfer costs.
25. [There may be additional fees for external services. Please see “Integrations within Tapestry” section.](#)

Termination

26. 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
27. 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

28. 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.
29. One example of where the law requires different liability is in breaches of UK or EU data protection law. We can both be investigated and fined by the relevant

390 supervisory authorities and we both may be liable to pay compensation for
391 damages caused by breaching this law. If it later turns out that one or other of us
392 wasn't responsible for the breach, then that party can claim back the share of
393 liability from the responsible party – even if that is more than the annual fee that
394 you have paid us for Tapestry.

Deleted: that

395 30. Our contract with you is under English law and any dispute will be settled by an
396 English court.

397 31. This document, together with its annexes are our entire contract with you. If you
398 want to vary this contract, or add additional terms, then there will need to be
399 written and explicit agreement between you and one of our company directors.
400 To keep our costs and prices down, we rarely do this. In particular, unless
401 explicitly agreed to by one of our company directors, we do not accept any
402 standard purchasing terms and conditions that you may usually apply.

403 32. We may change this contract, but will give you reasonable warning.

405 **Annex A: Tapestry Data Protection**

406 1. We are The Foundation Stage Forum Ltd, a company registered in England with
407 company number 05757213 and a registered address of WaterCourt, 65 High
408 Street, Lewes, England, BN7 1XG, UK.

409 2. You are a childminder, educator, nursery, school or similar educational
410 organisation.

411 3. This Annex relates to the use of Tapestry, our online learning journal. [Annex E](#)
412 relates to data in our billing and support system. [Annex F](#) relates to data in our
413 discussion forum.

414 4. We need to work together to ensure we are compliant with UK and EU data
415 protection regulations when using Tapestry.

416 5. This annex should be read in conjunction with our overall contract and, in
417 particular, [Annex B](#) which explains our approach to security.

Deleted: and [Annex D](#) which includes a link to a list of our sub processors.

418 **The legally required terms in a Data Processing Agreement or Contract**

419 6. If you are in the EU or UK, then you must have a written contract with us
420 (sometimes known as a Data Processing Agreement) and that, legally, must
421 include some particular bits of information and commitments. This contract acts
422 as that written contract and contains the required information and
423 commitments.

424 7. To help you find them:

- 425 • The subject matter and duration of the processing is summarised below
426 under ‘What data is placed into Tapestry’ and set out in detail in [Annex C:](#)
427 [Tapestry Privacy](#)
- 428 • [The subject matter and duration of the processing is summarised below](#)
429 [under ‘What data is placed into Tapestry’ and set out in detail in Annex C:](#)
430 [Tapestry Privacy](#)
- 431 • The nature and purpose of the processing is summarised below under ‘What
432 data is placed into Tapestry’ and set out in detail in [Annex C: Tapestry](#)
433 [Privacy](#).
- 434 • The type of personal data and categories of data subject is summarised
435 below under ‘What data is placed into Tapestry’ and set out in detail in
436 [Annex C: Tapestry Privacy](#).
- 437 • The obligations and rights of the controller are set out in “What we expect of
438 you” and “What you can expect of us” below.
- 439 • The standard requirements on data processors (e.g. to act on written
440 instructions, submit to audit, notify of breaches, etc.) are set out in “What
441 you can expect of us” below.

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442 **Our jurisdiction**

443 8. We are headquartered in the UK. This contract is under English law.

448 9. Our supervisory authority for data protection is the UK Information
449 Commissioner's Office (<https://ico.org.uk>). Our registration number with them is
450 Z1783069.

451 Where is data stored?

452 10. Our processing and storage of your data [may happen inside](#), and [outside of the](#)
453 UK and [European Economic Area \(EEA\)](#), [provided we ensure that transfers made](#)
454 [outside of the UK and EEA are made in compliance](#) with [Chapter V GDPR](#). To
455 provide a little more detail:

- 456 • Almost all storage and processing is carried out on computers and networks
457 provided by Amazon Web Services (AWS), a sub-processor. We instruct them
458 to only store data on computers in their data [centers](#) located in Ireland (for
459 the primary [systems](#)) and Germany (for the backup [systems](#)). They are
460 contractually bound not to move data elsewhere without our permission.
- 461 • [Our office and all our employees are in the UK.](#)
- 462 • [Some of our other sub processors may process, or use sub processors](#)
463 [themselves, based outside of the UK and EEA.](#)
- 464 • If you log into Tapestry when you are outside the EU or the UK, the data [has](#)
465 to be transferred outside of the EU and UK to get to you.
- 466 • The contents of 'Push Notifications' to iOS, Android and Amazon apps will go
467 via Apple, Google or Amazon servers respectively which may be outside the
468 UK and EU.

469 What data is placed into Tapestry?

470 11. [Annex C: Tapestry Privacy](#) sets out the subject matter and duration of our
471 processing; the nature and purpose of the processing; the type of personal data
472 and the categories of data subject.

473 [In summary:](#)

- 474 • [The categories of data subject are the people you add to Tapestry: typically,](#)
475 children, staff and relatives of the children. You choose exactly who.
- 476 • The subject matter and types of personal data are typically: names, email
477 addresses, dates of birth, post codes, contents of an online learning journal,
478 records of a child's care, [relevant details relating to additional support they](#)
479 [may need](#), records of a child's attendance. You choose exactly what data.
- 480 • The nature and purpose of the processing is typically, to provide an online
481 record of children's attendance, progress and care to monitor, share and
482 analyse that attendance, progress, and care. You choose exactly what is done
483 with the data and who it is shared with.
- 484 • The duration of the processing is, at most, the duration of this contract plus
485 the time taken for data to leave our backup system. It can be shorter if you
486 choose to delete some or all of your data sooner.

487 Who is responsible for what?

488 12. The first thing to agree is that:

- 489 • You are the data controller for data you, or the people you give access, add to
490 Tapestry.

Deleted: happens within the EU

Deleted: ¶
The primary processing

Deleted: storage location is in the Republic of Ireland. ¶
Our offsite backups are stored in Germany. ¶
Our office is in

Deleted: ¶
For the avoidance of doubt: The storage location is part of
your contract

Deleted: us. If we wished to change where your data is
stored, we would need to change this contract, and
contract changes always require agreement from both
you and us. ¶

Deleted:)

Deleted: who we list in [Annex D](#).

Deleted: centres

Deleted: system

Deleted: system

Deleted: <#>The exceptions are: ¶

Deleted: <#>obviously

Deleted: <#>This is unlikely to be a concern if you are
a non-EU school or nursery because you won't be
storing data about people who are in the EU. It is also
unlikely to be a concern if it only happens every now
and again and only concerns a few children (i.e., a
parent logs in while on holiday). However, if you are an
EU or UK based organisation, you should consider your
policies for allowing staff to log into Tapestry if they are
outside the EU or UK.

Deleted: This only happens if ALL of the following
are true: 1) 'Allow Push Notifications' is enabled in the
Tapestry Control Panel; 2) 'Include names in push
notifications' is enabled in the Tapestry Control Panel;
3) A person is using a version of our app that supports
push notifications; 4) The person using our app
enables push notifications for that device; 5) The
person using our app consents to names being
included in our push notifications.

Deleted: If you contact us to ask for support, and
providing that support requires us to look at some of
your data. ¶
If we need to in order to diagnose or fix a bug and to
know which staff members on your account to
contact about it. ¶
If we need to in order to otherwise improve the
service. ¶
The last 3 points are subject to strict safeguards.
Some of these safeguards are: data is stored and
processed only in the UK; only trained and vetted

Moved (insertion) [1]

Moved up [1]: In summary:

Deleted: ¶

Deleted: . Typically

Deleted: :

Deleted: in order

- We are the data processor.

If you don't know what those terms mean, it is *essential* that you find out. A starting point for finding out is <https://ico.org.uk>.

You must:

- 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.

13. We must:

- Only process data on your instructions.
- Ensure that people we use to process your data are subject to a duty of confidence.
- Take appropriate measures to ensure the security of our processing.
- Only engage sub-processors who we have a written contract with, ensuring they are compliant with UK data protection law.
- Assist you in providing subject access and allowing data subjects to exercise their rights under data protection law.
- Assist you in meeting your legal data protection obligations in relation to:
 - the security of processing.
 - the notification of personal data breaches.
 - data protection impact assessments.
- Delete or return all personal data to you as requested at the end of the contract.
- Submit to your audits and inspections.
- Provide you with the information to meet your legal obligations.
- Tell you if we become aware of a data breach
- Tell you immediately if we are asked to do something infringing data protection law.

Deleted: (see Annex D).

What we expect of you

You must have a lawful basis for putting data into Tapestry

14. We rely on you to ensure you have a lawful basis for putting data into Tapestry. If you haven't worked out what your lawful basis is, please do so immediately. Once again, the UK Information Commissioners Office, <https://ico.org.uk>, is a good starting point.

Please don't leap to assuming consent is the only lawful basis for you, but carefully consider the six possible bases described in law and work out which is right, given what you intend to store in Tapestry and how you intend to use and share it.

15. If you are relying on consent as your lawful basis, then we rely on you to have gained the consent for whatever data you intend to put on Tapestry and to remove data if consent is later withdrawn.

604 **You must use Tapestry in a way that is compliant with data protection law**

605 16. As the controller of the data you put in Tapestry, you must comply with data
606 protection law. This includes ensuring that the data is:

- 607 • Processed lawfully, fairly and in a transparent manner in relation to
608 individuals.
- 609 • Collected for specified, explicit and legitimate purposes and not further
610 processed in a manner that is incompatible with those purposes; further
611 processing for archiving purposes in the public interest, scientific or
612 historical research purposes or statistical purposes shall not be considered to
613 be incompatible with the initial purposes.
- 614 • Adequate, relevant and limited to what is necessary in relation to the
615 purposes for which they are processed.
- 616 • Accurate and, where necessary, kept up to date; every reasonable step must
617 be taken to ensure that personal data that are inaccurate, having regard to
618 the purposes for which they are processed, are erased or rectified without
619 delay.
- 620 • Kept in a form which permits identification of data subjects for no longer
621 than is necessary for the purposes for which the personal data are processed;
622 personal data may be stored for longer periods insofar as the personal data
623 will be processed solely for archiving purposes in the public interest,
624 scientific or historical research purposes or statistical purposes subject to
625 implementation of the appropriate technical and organisational measures
626 required by the GDPR in order to safeguard the rights and freedoms of
627 individuals.
- 628 • Processed in a manner that ensures appropriate security of the personal data,
629 including protection against unauthorised or unlawful processing and against
630 accidental loss, destruction or damage, using appropriate technical or
631 organisational measures.

632 Source: [https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-
633 resources/data-protection-principles/a-guide-to-the-data-protection-principles/](https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/data-protection-principles/a-guide-to-the-data-protection-principles/)

634 17. We will do our part in helping you to comply (described below).

635 18. Tapestry allows you to upload and store documents, pictures, videos and text.
636 Even where these do not contain personal information (e.g. a worksheet or song
637 added to a planned activity, or a picture from the internet added to a memo)
638 copyright and other laws may restrict what you can do with them. You are
639 responsible for making sure the material you, or the people you authorise, add to
640 Tapestry does not break the law.

641 **You must respond to data protection requests**

642 19. Using Tapestry normally involves processing data about people (children,
643 possibly staff, possibly relatives). Those people may have rights under UK and EU
644 data protection law, including:

- 645 • The right to be informed
- 646 • The right of access

Deleted: Source: <https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/principles/>

- 650 • The right to rectification
- 651 • The right to erasure
- 652 • The right to restrict processing
- 653 • The right to data portability
- 654 • The right to object
- 655 • Rights in relation to automated decision making and profiling

656 [Source: https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-rights/](https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-rights/)

658 You are responsible for responding to those requests. We have designed our
659 system to help you to respond.

Deleted: Source: <https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/individuals-rights/>

660 *The right to be informed*

661 **20.** In particular, please ensure you proactively [deal](#) with the “right to be informed” –
662 you must not wait for people to ask you.

Deleted: dealt

663 The UK Information Commissioner’s Office has advice on this:

664 <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-rights/right-to-be-informed/>,

Deleted: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-to-be-informed/>.

665 You may wish to use our ‘[Annex C: Tapestry Privacy](#)’ as a starting point for
666 informing your staff and the relatives and children whose data you add to
667 Tapestry. But you will probably need to adapt it to cover: your contact details,
668 your lawful basis for adding data, who you intend to share the data with and
669 why, and when you intend to delete the data. Since data protection law covers all
670 data, whether it is on computer or on paper, you may wish to incorporate this
671 into a single wider document that covers all the data you process.
672

Deleted: the new

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

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

- 675 • Contact you
- 676 • Verify that instructions we receive come from you

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

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

694 **What you can expect of us**

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

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

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

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

704 24. People whose data you have added to Tapestry have a right to restrict
705 processing. If you have been told by someone to restrict processing of their data,
706 then you are responsible for not using Tapestry to do any further processing of
707 that person's data. You are responsible for ensuring any users that you have
708 added to Tapestry do no further processing. The easiest way to do that is to use
709 Tapestry to mark the child or user as inactive.

710 *Who can instruct us*

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

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

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

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

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

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

730 29. Under data protection law, we are not allowed to accept verbal instructions for
731 data processing.

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

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

740 *Instructions we do and don't accept*

741 30. Sometimes our customers write to us with a 'data processing agreement' or 'data
742 processing schedule' that sets out how they intend to use Tapestry (e.g., they
743 intend to use Tapestry to store assessments, but not pictures and videos and
744 intend to share those with other staff but not relatives). It is important to note
745 that while we don't require you to store any particular data about any particular
746 person, we also don't prevent you from storing any particular data about any
747 particular person. So, in the case of the example, if an authorised member of staff
748 later chose to upload a video or share an observation with a relative, we would
749 not stop them.

750 What this means is that we cannot limit your use of Tapestry beyond the options
751 we give users with 'manager' accounts on Tapestry to set permissions for other
752 users. If you instruct us to apply further limitations, for example by sending us a
753 schedule describing how you intend to use Tapestry, we cannot comply.
754 However, we are always happy to provide you with help and guidance in how to
755 set permissions within Tapestry to meet your needs.

756 31. Similarly, whilst we are always keen to receive suggestions about how to
757 improve our security, we cannot accept instructions to apply particular security
758 measures to your account that aren't already available in the Tapestry Control
759 Panel. For example, we cannot currently accept instructions to restrict access to
760 Tapestry for particular users to particular locations or times of day, though we
761 have got features like that on our todo list.

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

764 32. Our staff who process your data are:

- 765 • Contractually bound to keep your data confidential.
- 766 • Vetted by us, including DBS checks that are updated annually.
- 767 • Appropriately trained in data protection.

768 **We will take appropriate measures to ensure the security of our processing**

769 33. The measures we take are described in [Annex B](#).

770 34. We will engage sub-processors only if we have a written contract with them,
771 ensuring they are compliant with UK data protection law. Our sub-processors,

Deleted: . This includes a

Deleted: check, which is

Deleted: We have started the process of becoming certified as ISO 27001 compliant. When we have become certified we will update this contract to confirm that we are.¶

Deleted: ¶ We use sub-processors in a way that is compliant with UK and EU data protection law.

781 what they do, and our process for seeking your agreement to any changes are
782 described in [this contract](#),

Deleted: Annex D.

783 **We will assist you in providing subject access and allowing data subjects to exercise their**
784 **rights under data protection law**

785 [35.](#) You can download all the information that has been entered into Tapestry.

786 We provide you [with self service tools to](#) download all the information Tapestry
787 holds about a particular child or a particular user.

Deleted: a section in the Control Panel where

Deleted: can

Deleted: a single file that brings together

788 [36.](#) You can correct all the information that has been entered into Tapestry.

789 [37.](#) You can delete all the information that you have entered into Tapestry.

790 **We will assist you in meeting your legal data protection obligations**

791 *The security of processing*

792 [38.](#) We describe our current security approach in [Annex B](#).

793 If you believe that there is something that should be described in [Annex B](#) but is
794 not, please let us know.

795 If you wish us to describe our security in a particular way (such as by filling out
796 forms for you) then we may pass on our costs in doing so.

797 [39.](#) We do not usually implement bespoke security measures. However, we are
798 always interested in improving our service, so please do let us know of anything
799 that you would like to see.

800 *Notification of personal data breaches*

801 [40.](#) If we become aware of, or suspect, a data breach, we will tell you without undue
802 delay. If you become aware of, or suspect, a breach, please tell us as soon as you
803 can.

804 [41.](#) If there is a personal data breach, we will:

- 805 • Help you to prevent further breaches (e.g., if someone has stolen a computer
806 used by you to log into Tapestry, and you are concerned that your Tapestry
807 password was stored on that computer, we can disable the relevant accounts
808 and change the relevant passwords).
- 809 • Help you to work out who has been affected.
- 810 • Help you to work out what data may have been breached.
- 811 • Help you to determine the cause of the breach.
- 812 • Help you in your dealing with the Information Commissioners Office.

813 [42.](#) In the UK, The Information Commissioners Office require you to notify them of
814 any data breach that is “likely to result in a risk to the rights and freedoms of
815 individuals” within 72 hours of you becoming aware of it. EU data protection law
816 has a similar requirement. We will prioritise our work to help you to meet that
817 deadline.

822 If you wish us to go further than that, we will do our best but may have to pass
823 on our costs in helping you.

824 *Data protection impact assessments*

825 43. We cannot carry out a data protection impact assessment for you, because we do
826 not know what data you intend to place in Tapestry, who you intend to provide
827 access to it, and what controls you intend to place on its access.

828 This contract should provide you with the material you would need from us in
829 order to carry out your own data protection impact assessment. In particular you
830 will probably want to review [Annex C: Tapestry Privacy](#) which contains what
831 data *could* be collected and who it *could* be shared with, and [Annex B: Tapestry
832 Security](#) which outlines the controls that we have in place around data security
833 and suggests some issues that you would need to think about in your use of
834 Tapestry.

835 If you wish us to provide additional help with your impact assessment, we will
836 do our best but may have to pass on our costs in helping you.

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

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

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

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

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

848 **We will submit to your audits and inspections**

849 48. We provide our approach to security in [Annex B](#) for you to audit.

850 If you want to submit us to further audit or inspection, we will do our best to
851 help you, but may have to pass on our costs in complying with your request.

852 **We will provide you with the information to meet your legal obligations**

853 49. We believe this contract and its annexes, combined with the tools provided
854 within Tapestry, provide you with what you need to meet your legal obligations.
855 If you think there is something missing, please let us know.

856 If you have a specific or unusual request for information, we will do our best to
857 help you, but may have to pass on our costs in complying with your request.

Deleted: We have started the process of becoming ISO 27001 certified. When we have done so, we will update this contract and provide you with access to the certification for you to audit.¶

862 **We will tell you if we become aware of a data breach**

863 50. If we become aware of a data breach, we will tell you about it and help you to
864 meet your obligations as we've described above. We will do this without undue
865 delay. Please keep your contact details up to date so that we can contact you
866 quickly.

867 51. If we suspect a possible data breach we may 'lock down' access to Tapestry if we
868 think that would help prevent a further breach. This would mean that some or all
869 users of Tapestry would lose partial or complete access to Tapestry while we
870 investigate and fix whatever led to the breach. We would inform you as soon as
871 possible if we need to do this.

872 **We will tell you immediately if we are asked to do something infringing data protection**
873 **law**

874 52. If we are asked to do something that we believe infringes data protection law we
875 will not do so, and we will try and reach you through the contact details you have
876 given us to explain what has happened.

877 **If something goes wrong**

878 **Complaints**

879 53. If you have a complaint, then please contact us at customer.service@eyfs.info.

880 **Our Data Protection Officer**

881 54. If you have a concern that we have not addressed, please contact our Data
882 Protection Officer:

883 [Tim Pagett, dpo@eyfs.info](mailto:Tim.Pagett@dpo@eyfs.info) WaterCourt 65 High Street Lewes England BN7 1XG
884 UK

Deleted: Lauren Foley

Annex B: Tapestry Security

1. This annex relates to the use of Tapestry, our online learning journal. [Annex E](#) relates to data in our billing and support system. [Annex F](#) relates to data in our discussion forum.

Security of a software service or product involves many aspects, and satisfying yourself that you should put your trust in a product can and should require that you ask questions of the organisation and people overseeing that security. This annex aims to give you an understanding of who we are and how we have addressed the important issue of protecting the integrity of Tapestry.

Security Responsibilities

2. Security is only as strong as the weakest link. We therefore need to work with you, the account holder, together with any staff, children and relatives you give permission to use Tapestry to ensure the overall system is secure. This annex explains what we do and what we hope you will do.

3. The latest copy of this annex, together with our terms and conditions are always available in the Control Panel of your copy of Tapestry.

Who are we?

4. Tapestry is the name of a product that was conceived, developed and is owned by The Foundation Stage Forum Ltd., an early years organisation that has provided resources and support for the early years workforce since February 2003. We have contracts with many local authorities, some of which have been in place for ten or more years.

The Foundation Stage Forum Ltd

5. The Foundation Stage Forum Ltd is a VAT registered, private UK limited company.

6. Our company number is 05757213.

7. Our registered office is at:

WaterCourt
65 High Street
Lewes
England
BN7 1XG

8. Our VAT registration number is 932933317.

9. You can write to us at our registered office, or email us at customer.service@eyfs.info.

10. Our contracts are under English law.

11. We have two directors: Helen and Stephen Edwards.

Deleted: Frequently Asked Questions¶

With regard to Brexit: will the data be hosted and backed up in the UK once Brexit is finalised?¶

The current guidance from the ICO is that it will be completely fine for data about UK people to be stored and processed in the EEA at the end of the transition period, even if the UK and EU do not reach any agreement. But we are keeping an eye on developments and will make whatever changes are required to be compliant with UK data protection law as it changes.¶

933 **Director: Stephen Edwards MSc**

934 12. Steve is the founder of the FSF. He worked for many years as a technical manager
935 for the telecommunications organisation Ericsson, having completed a Masters
936 Degree in information systems. He became interested in the early years as a
937 result of his wife (Helen, see below) setting up a nursery in their home, and left
938 Ericsson to set up the FSF in 2002 as a resource and support network for the
939 early years workforce. He has been fully occupied with the FSF ever since,
940 conceiving and driving the development of Tapestry as a part of this
941 commitment.

942 Steve is the board member responsible for security.

943 **Director: Helen Edwards DPhil**

944 13. Helen has been working with young children since 1989, firstly as a primary
945 school teacher, and then as a successful nursery owner/manager, followed by
946 employment as a local authority advisor and university tutor, and more recently
947 as an Ofsted inspector. She also holds the EYP status.

948 **Data Protection Officer: Tim Pagett**

949 14. Tim Pagett is our Data Protection Officer. His email is dpo@eyfs.info.

950 Tim, joined The Foundation Stage Forum in 2017, after a career in IT and in
951 Nursery Management. He was designated our data protection officer after
952 completing GDPR training in 2025,

953 **Access to data**

954 15. Only you, and those you authorise, will have access to your Tapestry accounts.
955 You can restrict the people you authorise to only be able to view data about some
956 children.

957 16. If you reach out to us with a support issue, we may use read only access to view
958 the information within your account. Should we need to log in to your account as
959 a user/manager, or our developers need to access your data directly, we will
960 only do so with your express permission. We will explain the purpose and
961 process at the point of requesting your permission.

962 17. We will not give Tapestry account information, or access to your Tapestry
963 account, to anyone other than those individuals you have set up as staff
964 members.

965 18. Relatives contacting us for access details will always be referred to you, the
966 Tapestry account holder.

967 19. Under the data protection act, individuals have a right to see a copy of
968 information that an organisation holds about them. As the data controller, you
969 will need to respond to those requests and we, as the data processor, will help
970 you. This is normally easy, since you can always see and print the information
971 you have entered.

Deleted: Lauren Foley

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Deleted: 2014

Deleted: graduating from the University of Birmingham. She

Deleted: November 2017.¶

Data Protection Law¶

We are compliant with UK and EU data protection law. We

describe our approach to data protection in [Annex A](#).¶

To summarise it in brief: You, the Tapestry account

manager, own the data you put on Tapestry. We, The

Foundation Stage Forum Ltd, do not. In technical terms,

you are the Data Controller, we are the Data Processor.¶

We will only do things with data that you, or people that

you give permission to, request.¶

We will not access your data without your permission.¶

We only use the data you enter to provide, fix and

improve the service you see: an online learning journal

that helps you to monitor the progress of children,

communicate with parents and the government and

manage your activities.¶

To be absolutely clear: we don't use the data for

marketing; we don't share the data with others to do

marketing.¶

You should be aware of your responsibilities as a data

controller. You can find out more at the Information

Commissioner's Office website: [https://ico.org.uk/for-](https://ico.org.uk/for-organisations/)

[organisations/](https://ico.org.uk/for-organisations/).¶

You are responsible for making sure that you only put

data on Tapestry where you have permission to do so. i.e.,

if a parent has agreed with you that no photos of their

child should be taken, you are responsible for ensuring

that none of the photos added to Tapestry depict that

child

Deleted: If we need to access your account to sort out a

problem you are having, we will ask your permission first.¶

1010 **Deleting data when it is no longer needed**

1011 [20.](#) You can modify and delete the data you enter.

1012 In the common case of children leaving your setting, you can move them into a
1013 'deleted' area, where (after a delay of ninety days to avoid disastrous mistakes
1014 occurring) their data will be deleted (this includes relevant pictures, videos,
1015 journals and reports).

1016 [21.](#) You can instruct us to delete *all* your data at any time. But this is all or nothing. If
1017 you just want to delete *some* of your data, you will need to use the Control Panel
1018 inside Tapestry to do so yourself.

1019 [22.](#) If you let your subscription to Tapestry lapse, we will delete all data associated
1020 with it. We delay the deletion for 90 days in case your subscription has
1021 inadvertently lapsed (e.g., it happened while you are on holiday, or there was a
1022 delay in your Local Authority paying our invoice) but if you explicitly ask us to
1023 then we will delete your data immediately.

1024 [23.](#) Data will remain in our backups for 90 further days. Backups are only accessible
1025 by a subset of our staff who are authorised to recover data and, like all our staff,
1026 vetted and bound by a strict confidentiality requirement. As with all your data,
1027 we will only access backup data in cases that you'd expect: if you explicitly ask us
1028 to in order to check or restore something, or if something goes wrong with the
1029 main copy of your data that requires restoring from backup.

1030 [24.](#) Once those 90 days have passed, the data will automatically be permanently
1031 deleted. At this point it will no longer be recoverable.

1032 **Organisational data security**

1033 **Certification**

1034 [25.](#) Our data centre, Amazon Web Services, has been independently certified as ISO
1035 27001 compliant.

1036 [26.](#) We are Cyber Essentials Certified.

1037 **Staff**

1038 [27.](#) We are careful in who we employ. All our staff with access to your data have
1039 been checked and cleared by the Disclosure and Barring Service (DBS) and we
1040 check their DBS status annually.

1041 [28.](#) The company that hosts our servers and databases, AWS, also vets their staff
1042 (though in practice we would never expect them to see your data).

1043 [29.](#) You are responsible for only giving access to Tapestry to people you trust and
1044 who actually need access. For instance, please remember to make staff inactive
1045 once they have left your service or if they are facing relevant disciplinary
1046 procedures.

1047 Please also ensure that, when you give access to relatives of children, you are
1048 careful to allocate them to the correct children, to enter their email address
1049 correctly, and to make them inactive once the child has left your setting.

1050 Procedures

1051 [30.](#) Our procedures are designed to minimise our access to your data. For example,
1052 we wouldn't log into your account without your permission and even then would
1053 only do so if it was necessary to resolve a fault or problem you were
1054 experiencing.

1055 [31.](#) We are similarly careful with our suppliers. The company that hosts our servers
1056 and databases, AWS, operates on a similar principle of minimal access. They are
1057 ISO27001 accredited, which means they have a complete and appropriate set of
1058 security procedures. We would never expect them to need access to your data.

1059 [32.](#) It is important that you think about your procedures for what sort of data you
1060 put on Tapestry and what you allow your staff, children and relatives to do with
1061 it.

1062 For instance, you should think about:

- 1063 • Whether you give all staff access to data about all children, or just some
1064 children.
- 1065 • When it is appropriate for your staff to take and share photos and videos.
- 1066 • Whether you give access to children in school or at home, what guidance you
1067 give them about what is acceptable to add and what you will do if they add
1068 inappropriate material.
- 1069 • What instructions you should give to parents as to what is appropriate for
1070 them to add, and what they may do with material that you add (e.g., insisting
1071 no photos are uploaded to social media sites by parents without the written
1072 permission of the parents whose children are depicted in photos, videos or
1073 text.)

1074 Passwords and Two Factor Authentication

1075 [33.](#) The main way we control access to Tapestry is through passwords. Email based
1076 two factor authentication (2FA) is also available and can be enabled by you for
1077 Managers, Staff and Relatives.

1078 [34.](#) Neither you, nor we, can see what passwords have been used (technically, we
1079 hash the passwords before storing them using bcrypt and we never write
1080 passwords to any log files).

1081 [35.](#) Our staff use strong passwords and, for the more secure systems, have to
1082 supplement the correct password with other security measures (such as logging
1083 in from our office IP address and/or using two-factor authentication).

1084 [36.](#) You are responsible for training your staff, and encouraging any relatives and
1085 children you give access, to adopt sensible precautions around their use of
1086 passwords – don't share them, don't reuse them, and make them hard to guess.

Deleted:

1089 [37.](#) Incorrect password attempts will result in access for that user being prevented
1090 for a period of time. If you suspect one of your staff or relative accounts has or
1091 could have been compromised, you can make it inactive. This will prevent access
1092 using that account. At a minimum, you should then contact the staff or relative
1093 and ask them to change their password on this system and any other system on
1094 which they have used a similar password.

1095 [38.](#) You can choose a minimum password strength that you permit the people you
1096 add to Tapestry to use. We won't let this minimum be any less than 10 characters
1097 and we allow and encourage you to set a tougher standard than that (by, for
1098 instance, requiring longer passwords).

1099 [39.](#) For your staff, we also provide an option where they cannot login without a
1100 different member of staff (such as a manager) logging in first. We call this PIN
1101 only staff.

1102 [40.](#) If you wish, you can set an initial password and PIN for the staff and relatives
1103 that you add, but we strongly discourage this. We prefer you to use the option of
1104 sending links that allow users to set their own passwords and PIN without you
1105 seeing them.

1106 [41.](#) We allow relatives and staff to reset their own passwords using their email
1107 address. You, and managers you nominate, can also reset passwords for staff and
1108 relatives. If a member of staff or a relative contacts us because they have lost
1109 access to the email address associated with an account, we will direct them back
1110 to you.

1111 [42.](#) You do not need to give children access to Tapestry, but if you do, you should
1112 bear in mind that children are likely to be less able to cope with complex
1113 passwords and less able to take sensible password precautions. We have
1114 therefore designed Tapestry to require some other authentication before a child
1115 can log in. When at home this means they can only log in after their relative has
1116 first logged in. At school this means that they can only log in after a teacher has
1117 set up the computer they are using for their group or class and given permission
1118 for that group or class to login. If you do to Tapestry, please take the time to
1119 understand how those extra layers of security work.

1120 [43.](#) If you have lost access to your email address associated with Tapestry, or you
1121 have taken over a Tapestry account due to the departure of the previous account
1122 owner and don't have access, then we can add an email address for the new
1123 manager. In order to verify that the request is legitimate we have to take several
1124 steps. Even if these steps are successful, they may mean a delay of weeks during
1125 which time Tapestry may not be accessible by you. To avoid this, please ensure
1126 you update contact details before a manager departs and, ideally, always register
1127 more than one manager on the Tapestry system.

1128 [44.](#) We do not currently have a facility for you to restrict access to particular
1129 locations or particular devices. That makes it doubly important that you take
1130 sensible precautions over passwords.

1131 If you believe the password for one or more accounts has or could have been
1132 compromised, please immediately make that account inactive using the Tapestry

1133 Control Panel or, if you are unable to do so, contact us and we will do it for you.
1134 Please then contact us to discuss how to re-activate the accounts in a way that
1135 ensures they remain secure.

1136 Because passwords can be reset by email, if you believe that the email account
1137 associated with a Tapestry account has been compromised, please treat it as if
1138 the password has been compromised: make the Tapestry account inactive and
1139 contact us.

1140 **Technical data security**

1141 [45.](#) The Tapestry web service and data are hosted in a cloud hosting environment
1142 operated by AWS in the EU (primarily the Republic of Ireland, with backups in
1143 Germany). AWS is the largest cloud hosting provider in the world and provides a
1144 secure platform for some of the world's largest online service providers.

1145 **Physical security**

1146 [46.](#) AWS ensure that our servers are physically secure. AWS data centres are housed
1147 in nondescript facilities. Physical access is strictly controlled both at the
1148 perimeter and at building ingress points by professional security staff utilizing
1149 video surveillance, intrusion detection systems, and other electronic means.
1150 Authorized staff must pass two-factor authentication a minimum of two times to
1151 access data centre floors. All visitors and contractors are required to present
1152 identification and are signed in and continually escorted by authorized staff.

1153 [47.](#) AWS only provides data centre access and information to employees and
1154 contractors who have a legitimate business need for such privileges. When an
1155 employee no longer has a business need for these privileges, his or her access is
1156 immediately revoked, even if they continue to be an employee of AWS. All
1157 physical access to data centres by AWS employees is logged and audited
1158 routinely.

1159 [48.](#) We make sure that the devices we use to connect to the Tapestry servers are
1160 physically secure.

1161 [49.](#) We also don't routinely store any of your data on our local devices. It is usually
1162 only stored on our servers. On the very rare occasions when we have to (in
1163 order, for instance, to diagnose a bug which we have not been able to replicate in
1164 any other way), we store as little as possible, for as short as time as possible,
1165 with access limited to as few people as possible. We also ensure that the
1166 machines we store it on are secure, including ensuring that their storage is
1167 encrypted.

1168 [50.](#) It is important that you make sure that the devices you use to connect with
1169 Tapestry are physically secure. In particular, if you use some form of password
1170 manager on a device that remembers your Tapestry password then, at a
1171 minimum, make sure that the device also requires a password to login or unlock.

1172 [51.](#) The Tapestry website doesn't store data that you have entered on your laptop or
1173 desktop. Therefore, if your computer is stolen, so long as the password wasn't

1174 stored on the computer then the person who stole the computer will not be able
1175 to access Tapestry data without guessing your password.

1176 [52.](#) If you were logged into Tapestry when your laptop or desktop was stolen and
1177 had been actively using it within the last hour, the person who stole the
1178 computer has a short time when they could use your account. Therefore it is
1179 important that you either log off when you leave a computer unattended, or
1180 ensure your computer automatically locks its screen when you leave it and
1181 requires a secure password to unlock.

1182 [53.](#) The iOS and Android/Amazon Fire Tapestry apps require PIN entry every time
1183 you open the app, or after each time your device screen goes blank. PINs are
1184 stored locally but encrypted. If users have enabled biometric authentication,
1185 emails, passwords, will also be stored and encrypted on the device. Some data
1186 will be temporarily stored (cached), but as users are required to enter correct
1187 login details before it can be seen, if the device is stolen, the person who stole it
1188 would not have significant access to Tapestry data without guessing your
1189 password or PIN.

1190 [54.](#) The devices may have copies of the pictures and videos that have been taken
1191 outside of the app. There is also a setting that allows copies of pictures and
1192 videos taken within the app to be stored in the device's picture gallery. However,
1193 by default this setting is disabled. If you download data (such as PDFs of
1194 journals) from Tapestry to your device, those are at risk.

1195 **Software security**

1196 [55.](#) We, together with AWS, ensure that the software running on our servers is up to
1197 date. We run regular automated tests and internal security reviews to examine
1198 the configuration and security of our servers.

1199 [56.](#) Similarly, we ensure that the devices we use to connect to Tapestry are up to
1200 date and free from viruses and compromising software.

1201 [57.](#) It is important that you take similar care with the devices you use to connect to
1202 Tapestry to ensure they are up to date and free from viruses or compromising
1203 software. If you give relatives access, please also encourage them to do the same.

1204 **Encryption**

1205 [58.](#) Connections between you and the Tapestry servers are encrypted.

1206 [59.](#) Connections between the Tapestry apps and our servers are similarly encrypted.

1207 [60.](#) Connections between our office computers and Tapestry are encrypted.

1208 [61.](#) Your data is encrypted at rest on our servers. This includes our backups of your
1209 data.

1210 [62.](#) It is important that you check that you are connected to the official Tapestry site
1211 before entering your password. The correct URL is <https://tapestryjournal.com>.
1212 We also have an old URL <https://eylj.org> that we keep running for users that
1213 have not updated their bookmarks or links. You should never enter your
1214 Tapestry password in any other site.

1215 There should *always* be a padlock or similar symbol to show that the connection
1216 to <https://tapestryjournal.com> is encrypted.

1217 [63.](#) It is important that, if your browser reports any security error, such as a
1218 certificate being invalid, you do not accept the situation and enter your
1219 password. It is likely to be a genuine security warning. Contact your IT support,
1220 or contact us.

1221 [64.](#) If anything at all makes you suspicious do not enter your password. Instead take
1222 a screenshot and contact your IT support or contact us.

1223 [65.](#) Please pass this on to people to who you give access: 1) Double check the URL 2)
1224 Double check the security padlock 3) Do not enter your password if you get a
1225 browser warning or see anything suspicious: take a screenshot and contact us.

1226 [66.](#) Please note that from June 2020, Tapestry no longer uses Enhanced Validation
1227 Certification (EVC): it never offered any greater degree of technical protection
1228 (encryption is still performed at the same strength) and modern browsers no
1229 longer use it to offer a visible assurance that the service is being provided by a
1230 validated organisation (The Foundation Stage Forum Ltd).

1231 **Partitioning**

1232 [67.](#) Our network is partitioned to provide minimum access between our servers and
1233 the internet. In particular, our databases cannot directly access or be accessed
1234 from the internet, but only from specific servers. Only a handful of servers can be
1235 accessed from the internet, and only on specific ports and using specific
1236 protocols (e.g., no unencrypted connections are permitted). This reduces the
1237 likelihood that external hackers can gain access to our servers and then get data
1238 out.

1239 [68.](#) Our data is partitioned so that your data is held in a separate database from that
1240 of other accounts. This reduces the likelihood that a compromise in somebody
1241 else's account (because, for instance, they use an easily guessable password)
1242 would lead to a compromise of your data.

1243 [69.](#) Our software is partitioned so that it only has the minimum level of privileges to
1244 carry out whatever task it is currently doing. This reduces the likelihood that
1245 somebody who hacked into one part of our code could use it to compromise
1246 other areas.

1247 **Logging**

1248 [70.](#) We log activity on our system. Some of these logs are available to you in the
1249 Tapestry Control Panel. We retain more detailed logs to help diagnose and fix
1250 faults.

1251 **Verification (also known as Penetration Testing)**

1252 [71.](#) We employ independent firms to check that our systems are secure by
1253 attempting to hack or penetrate them. These firms are accredited by the relevant
1254 industry bodies.

1255 [72.](#) The penetration tests cover both the web and the app versions of Tapestry.

1256 [73.](#) The penetration tests include authenticated tests, where the testers are provided
1257 with login details to Tapestry accounts to check whether they can exploit those
1258 to see or extract data that should not be visible.

1259 [74.](#) If you have a legitimate interest in Tapestry (e.g., you are the account owner, a
1260 prospective customer or a parent) we are happy to provide a summary of what
1261 the independent testers found – please contact us at customer.service@eyfs.info.
1262 Please also get in touch if you want to find out when the last test took place or
1263 the next test is scheduled.

1264 [75.](#) We also regularly run automated security tests and carry out internal security
1265 reviews.

1266 **Capacity, Redundancy and Backups**

1267 [76.](#) Our system’s capacity scales to meet demand. We do not currently limit the
1268 number of users, or the amount of data that they store, we just add the required
1269 storage and servers to meet the demand, in most cases automatically.

1270 [77.](#) If a particular account is using our system excessively we may need to discuss
1271 the possibility of an increased subscription fee, but we have never yet had to do
1272 this.

1273 [78.](#) Our system is redundant and should survive the loss of any server or, indeed, the
1274 loss of a physical data centre. This means that we have at least two copies of each
1275 operational server and all data is stored in at least two locations.

1276 [79.](#) We also retain backups of all data in a different physical location (at the time of
1277 writing, the primary physical locations are in the Republic of Ireland, the backup
1278 physical locations are in Germany).

1279 [80.](#) These backups should be, at most, 24 hours old and we should have 90 days of
1280 backups.

1281 [81.](#) The backups are treated with the same care as the primary data (in particular,
1282 they are encrypted in transit and rest and stored in AWS facilities with the same
1283 physical security as described in the ‘physical security’ section above).

1284 [82.](#) Please note that backups are for disaster recovery. We will use them to restore
1285 your data should it become lost or corrupted on the live system. It is not
1286 designed for easy access to restore specific bits of data that you have deliberately
1287 deleted from the live system. If you ask us to retrieve specific bits of information
1288 from the backups, we will do so, but we may need to charge our costs.

1289 **Keeping in touch about security**

1290 [83.](#) If you suspect a security issue (e.g., you believe that passwords on your account
1291 may be compromised because, for instance, computers have been stolen) then
1292 email us at customer.service@eyfs.info. Please include a descriptive subject line
1293 in your email (i.e., don’t just say “Help!” but say “Help! Our computers have been
1294 stolen”).

1295 [84.](#) If we have a security concern about your account, we will try and reach the
1296 primary contact we have listed. This will initially be the person that set up the
1297 account. You can change this using the Control Panel within Tapestry (Settings >
1298 Contact Details). Please keep this information up to date.

1299 [85.](#) If you or we suspect a security problem, our first step will usually be to lock
1300 down the accounts whilst we work together to establish what happened and the
1301 best course of action.

1302 **Frequently asked security questions**

1303 [86.](#) Below are some frequently asked questions that relate to security. If you have a
1304 question that hasn't been covered by this document, please ask us at
1305 customer.service@eyfs.info. Please note that, for security reasons, we may not
1306 answer some questions (such as, for instance, the exact versions of software that
1307 we are using).

1308 [Q1. Can you fill out this security questionnaire for me?](#)

1309 To keep our price down, we do not enter into bespoke contracts or fill out security
1310 checklists. However, we hope that our contract, including its annexes, include all the
1311 answers you need and cover all the events that you are concerned about and that you
1312 can use them to fill out whatever paperwork you require for your own systems.

1313 If you have questions about our service that aren't covered then do get in touch and, if
1314 we can, we will add the answers to this contract.

1315 [Q2. Do you offer a service level agreement?](#)

1316 To keep our price down, we do not. However, we take fulfilling our obligations to you
1317 very seriously and will do our utmost to ensure our service is there whenever you need
1318 it.

1319 [Q3. Are you insured?](#)

1320 Yes. Our insurance covers the standard corporate liabilities. In addition, it covers
1321 liabilities relating to hacking and relating to data breaches. Like all insurance it is
1322 subject to excesses, limits and exclusions.

1323 [Q4. What happens if my account subscription should expire?](#)

1324 We want to avoid painful mistakes happening because, for instance, a subscription
1325 expires during a school holiday and nobody is around to pay the bill. So we do not
1326 immediately delete your data when your subscription expires unless you specifically
1327 ask us to.

1328 However, 90 days after your subscription expires we will permanently delete your data.
1329 Data will remain in our backups for 90 further days.

1330 If you wish, you can instruct us to delete all your data sooner.

1331 **Q5. What encryption principles are used for data in transit?**

1332 We regularly check our encryption meets modern standards and improve it as
1333 appropriate. At the moment we use a 2048 bit key, SHA256 with RSA and allow TLS1.2
1334 and above.

Deleted: Do you store data outside of the EU or the UK?¶
No. Almost all data remains in the EU. Some data may temporarily be accessed or stored in the UK in order to provide support, diagnose problems or fix bugs.¶

1335 **Q6. Have you disabled TLS 1.0 support?**

1336 Yes. TLS 1.0 and 1.1 have been disabled.

1337 **Q7. What encryption key management processes are in place?**

1338 We use AWS to manage our encryption keys and provide them to authorised servers at
1339 the right moment.

1340 **Q8. The data centre hosting Tapestry is ISO 27001 accredited. Which version of ISO 27001 is it, and who is the accrediting company?**

1342 The version is 2022, and the accrediting company is EY CertifyPoint.

Deleted: 2013

1343 **Q9. Do you follow any other standards or hold any other certifications?**

1344 Yes, we are Cyber Essentials Certified.

Deleted: BMTRADA.

1345 **Q10. Which board member is responsible for security?**

1346 Our Managing Director, Stephen Edwards, is responsible for security.

Deleted: We take security very seriously and regularly review what we do but we have not yet undergone ISO 27001 certification as a business.¶

1347 **Q11. Can you provide evidence that security and information security are part of your financial and operational risk reporting mechanisms, ensuring that the board would be kept informed of security and information risk?**

1350 We are a small firm so our board, Stephen Edwards and Helen Edwards, are closely
1351 involved in every decision taken by the firm.

Deleted: Do you have a documented framework for security governance, with policies governing key aspects of information security relevant to the service?¶
We do not yet have a complete set of documentation. We have started on the process of creating an ISO 27001 compliant documentation set, but the process is not yet complete.¶

1352 We are very aware of the importance of information security. We discuss it in almost
1353 every meeting and we continuously attempt to improve our security.

1354 We have a weekly formal review of our security state (see above)

1355 We get independent penetration testers to review our system (see above)

1356 **Q12. Can you provide evidence of processes to identify and ensure compliance with applicable legal and regulatory requirements?**

1358 We discuss compliance regularly in our senior management meetings and track
1359 compliance tasks to completion.

1360 We have appointed a Data Protection Officer to hold us to account on this point.

1361 **Q13. Do you track the status, location and configuration of service components throughout their lifetime?**

1363 Yes. Our software configuration is managed under version control, with repeatable
1364 builds and change logging.

1381 Yes. Our hardware configuration is managed under version control, with repeatable
1382 builds and change logging.

1383 **Q14. Do you assess changes to the service for potential security impact and monitor that**
1384 **impact to completion?**

1385 Yes.

1386 **Q15. How are potential new threats, vulnerabilities or exploitation techniques which**
1387 **could affect the service assessed?**

1388 We run regular automated tests and internal security reviews to examine the
1389 configuration and security of our servers.

1390 We engage external penetration testers to assess our system against the latest threats.

1391 **Q16. Do we use relevant sources of information relating to threat, vulnerability and**
1392 **exploitation techniques, e.g. NIST, NCSC?**

1393 Yes. We monitor CVEs relating to the software our service depends on.

1394 Yes. We regularly review guidance from the NCSC and OWASP. We do not regularly
1395 review guidance from NIST.

1396 **Q17. How are known vulnerabilities prioritised and tracked until mitigations have been**
1397 **deployed?**

1398 We have automated notifications of vulnerabilities that are in our deployed code. These
1399 notifications are only quietened when fixes have been deployed.

1400 We have internal issue tracking for required code and deployment changes.

1401 We review and prioritise remaining security actions at least once a week.

1402 **Q18. What are the timescales for implementing mitigations? E.g. in patching policy?**

1403 This depends on the vulnerability.

1404 For instance, if we believe the vulnerability could lead to data exposure, we would
1405 immediately take Tapestry offline while we fix the vulnerability. Because Tapestry
1406 would be offline, it would be our highest priority to fix. We have procedures for calling
1407 in engineers out of hours and at weekends. We have procedures for deploying changes
1408 to our production configuration within hours.

1409 If the vulnerability was assessed as being of low risk, it would be deployed as part of our
1410 regular code and configuration updates. These tend to be made at least once every two
1411 weeks and are often made several times a week.

1412 **Q19. Other than for fault-finding, are activity logs monitored for suspicious activity,**
1413 **potential compromises or inappropriate use of the service?**

1414 Activity logs for our backend system have automated alerting for suspicious activity.
1415 These alerts are seen by all developers and by Stephen Edwards.

1416 Activity logs for our customers are not monitored by us. They are available to customers
1417 to monitor.

1418 **Q20. Do we have an incident management process?**

1419 Yes. An incident will be uniquely identified and a named individual will be allocated
1420 responsibility for managing an incident through our support system. We have standard
1421 procedures for common incidents.

1422 **Q21. What is the process for the vendor to report incidents to the customer?**

1423 See “Keeping in touch about security” above.

1424 **Q22. Can we require passwords to be changed every X days?**

1425 No. The UK National Cyber Security Centre recommend that you DO NOT require users
1426 to change passwords every X days.

1427 If you suspect a password or email account may have been compromised, you can make
1428 the account inactive and then manually force the password to be changed. We can do
1429 this in bulk for all accounts if you contact us.

1430 **Q23. Which NCSC system architecture do you use?**

1431 Of the list at <https://www.ncsc.gov.uk/guidance/systems-administration-architectures>
1432 our system is closest to the ‘bastion’ model.

1433 The service is run on partitioned and private networks. Management functions are
1434 carried out by devices on the corporate network which access the private networks
1435 through bastions.

1436 **Q24. What provision is made for customers to access / monitor audit records for system /
1437 data access?**

1438 Customers have direct self-service access to logs that show changes to data.

1439 We can provide logs of who has viewed data on request to customer.service@eyfs.info.

1440 **Q25. Does your organisation have differentiated access to data depending on the
1441 sensitivity level?**

1442 Yes. Our default is ‘no access’ and our systems are designed to minimise access to data.
1443 Different people and the different roles they carry out have different access to data and
1444 different requirements for what authorisation they must have before accessing it. We
1445 regularly review who can access what and why to ensure we are private and secure by
1446 default.

1447 **Q26. How long would it take to regain service in a disaster?**

1448 The time taken to restore our service will depend on what caused the loss of service and
1449 how much was lost. That is why, although we do our best to provide Tapestry at all
1450 times, we cannot guarantee it.

1451 But to give you an idea, here are a few scenarios:

1452 *A school's data is deleted:* If the loss of service is because a school let their contract lapse
1453 and therefore their data was deleted from our primary systems in line with our
1454 contract, but then the school changed their mind and wanted the data back before it had
1455 been deleted from our backups, then restoring a single school's database from a backup
1456 should take us a few business hours. If all the media (pictures, videos etc) have been
1457 deleted for a single school and need to be restored from backups then the time taken to
1458 restore them will depend on how many there are, but should rarely take more than a
1459 business day. This is just the time to complete the technical work. If there are also
1460 contractual bits of work to be done, or if we need to verify your identity, or if your
1461 request arrives at a particularly busy time (like the start of September) then getting
1462 everything sorted may take longer.

1463 *A server dies:* All of our servers have redundant copies that are automatically used when
1464 a server crashes, dies or otherwise blows up. If the cause was something to do with the
1465 server itself, such as a hardware fault, then that usually means at most a few minutes of
1466 downtime and can often be managed without any loss of service at all. However, if the
1467 cause was something external that destroys each of our servers in turn as they come
1468 online then the elapsed time will be however long it takes us to get to the bottom of the
1469 root cause and come up with a fix. We'd treat this as the top priority for the firm and
1470 because our engineers are in-house and we have an 'on call' system outside of business
1471 hours we'd do everything we can to minimise the disruption.

1472 *All three data centers in Ireland are destroyed:* If the loss of service has been caused by a
1473 complete failure of all three of our primary data centres in Ireland, and we have to
1474 completely rebuild Tapestry in a new data centre in a new location (including
1475 configuring new servers etc), then we would hope to have the contents of our schools
1476 databases (so all the text-based records) restored in 24 to 48 hours. Restoring all of the
1477 pictures, videos, etc for every school could then start, but due to the sheer quantity of
1478 data, could take a week or more to complete depending on the bandwidth we could put
1479 in place between our backup data centres and our new data centres. Again, getting
1480 everything up and running would be an absolute priority for the business.

1481 **Annex C: Tapestry Privacy**

- 1482 **1.** This annex describes our privacy policy for people who access Tapestry
 1483 [Childhood Education Platform, \(https://tapestryjournal.com\)](https://tapestryjournal.com). This policy is
 1484 intended to be shared with any person who uses Tapestry as part of their “right
 1485 to be informed” under UK or EU data protection law. Since we operate as a Data
 1486 Processor for our customers, the Data Controller (the childminder, educator,
 1487 nursery, school or similar educational organisation), will need to provide extra
 1488 information to fulfil the “right to be informed”. We describe this extra
 1489 information briefly in ‘[Annex A: Tapestry Data Protection](#)’ and you can get more
 1490 guidance from the UK Information Commissioner’s Office: [https://ico.org.uk/for-](https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-rights/right-to-be-informed/)
 1491 [organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-](https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-rights/right-to-be-informed/)
 1492 [rights/right-to-be-informed/](https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-rights/right-to-be-informed/),
 1493 **2.** We are The Foundation Stage Forum Ltd, a company registered in England with
 1494 company number 05757213 and a registered address of WaterCourt, 65 High
 1495 Street, Lewes, England, BN7 1XG, UK.
 1496 **3.** Our customers are childminders, educators, nurseries, schools or similar
 1497 educational organisations.
 1498 **4.** You are someone who has been given access to Tapestry by one of our
 1499 customers. For example, you could be a member of staff, a relative of a child, the
 1500 child themselves, or someone acting on behalf of a child.
 1501 **5.** You may have rights under UK or EU Data Protection legislation relating to
 1502 information we store about you. These rights are described here:
 1503 <https://ico.org.uk/for-the-public/>. If you want to exercise those rights, please
 1504 contact the customer who is storing data in Tapestry in the first instance (e.g.,
 1505 the school or nursery). If they want help in carrying out your request, they can
 1506 contact us.
 1507 **6.** Our lead supervisory authority for data protection is the UK Information
 1508 Commissioner’s Office (<https://ico.org.uk>).

Deleted: the
Deleted: online learning journal service

Deleted: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-to-be-informed/>

1509 **The Service**

- 1510 **7.** Our customers pay us to provide them with a service that allows them to:
- 1511 • [create online learning journals for children under their care](#)
 - 1512 • [monitor those children’s progress](#)
 - 1513 • [Create bookings, invoices, and record registrations](#)
 - 1514 • [share this/some of this information with their staff and, if they wish, the](#)
 1515 [relevant children’s parents and carers.](#)

Deleted: create online learning journals for children under their care, monitor those children’s progress and share this information with their staff and, if they wish, those children’s parents and relatives.

1516 **What data do we collect and for what purpose?**

- 1517 **8.** Our customers may choose to store some of the following data on our service:
- 1518 • The names and email addresses of their staff
 - 1519 • The names, dates of birth, [genders](#), and postcodes of their children
 - 1520 • The names and email addresses, and billing addresses of the parents and
 1521 relatives of their children
 - 1522 • [Records relevant to the additional support the children receive e.g., SEN](#)
 1523 [Status and whether English is an additional language for them.](#)
 - 1524 • The contents of a learning journal:

- 1534 ○ assessments of children's performance
- 1535 ○ notes, photographs and videos by and of the children
- 1536 ○ comments by staff, children and relatives
- 1537 ● A record of the children's care:
 - 1538 ○ what they ate and drank
 - 1539 ○ toileting
 - 1540 ○ how they slept
 - 1541 ○ whether they had any accidents
 - 1542 ○ comments by staff and relatives
- 1543 ● A record of the children's booked sessions and attendance:
 - 1544 ○ when they were scheduled to attend
 - 1545 ○ when they were recorded as being present or absent
 - 1546 ○ notes relating to that attendance (e.g., whether they didn't attend because they were ill)
- 1547
- 1548 ● Invoices and financial data:
 - 1549 ○ for regular and additional booked sessions
 - 1550 ○ for extras e.g. food, late fees, school trips etc
 - 1551 ○ records of payments made
 - 1552 ○ records of credits and debits.
- 1553 ● A register of the children's attendance:
 - 1554 ○ when they were recorded as being present
 - 1555 ○ notes relating to that attendance (e.g., whether they didn't attend because they were ill)
- 1556
- 1557 ● Activities that are planned:
 - 1558 ○ worksheets and other materials needed to carry out the activity
 - 1559 ○ questions and answers on the activity by staff, children and relatives
- 1560 ● Memos or notices that the customer wishes to share with relatives:
 - 1561 ○ documents that might be attached to the Memo
 - 1562 ○ questions and comments made by staff and relatives
- 1563 ● Reflections on particular children, particular activities, or particular aspects of the customer's setting.
 - 1564 ○ comments and additional reflections by other staff.
- 1565
- 1566 ● Documents that the customer needs to manage or share with relatives.

1567 [In addition, when you visit the Tapestry website we collect:](#)

- 1568 ● [Your IP address.](#)
- 1569 ● [Information your computer sends about its web browser and operating system.](#)
- 1570 ● [What pages you look at \(e.g., the list of observations\).](#)
- 1571 ● [The content of filled in forms.](#)
- 1572 ● [Your School ID and user ID.](#)
- 1573 ● [Session tokens.](#)
- 1574

1575 [If you use our app we also collect:](#)

- 1576 ● [The make and model of your phone or tablet.](#)
- 1577 ● [The version of your phone or tablet's operating system.](#)
- 1578 ● [Details of any crashes that occur in the application.](#)
- 1579

Moved (insertion) [2]

1580 9. Our customers store this information, to manage their setting and record, analyse
1581 and, if they wish, share the progress of their children.

1582 We only use this data to:

- 1583 • Do things that our customers, or the people they give permission to, request.
- 1584 • To provide, fix and improve the service. This may include statistical
1585 processing to allow us to understand our customers and their use better, e.g.
1586 the number of accounts with children of a certain age in them. This sort of
1587 analysis will be carried out only with aggregated and anonymized data and
1588 no attempt to identify the data subjects will be made.
- 1589 • In the case of email addresses, to send service emails, for example, account
1590 creation emails (for managers, staff, and relatives) and emails about
1591 important changes to the account (to managers).

1592 10. To be absolutely clear, we don't use personal data for marketing; we don't share
1593 personal data with others to do marketing.

1594 What is the lawful basis for processing this data

1595 11. Our customers decide and must tell the data subjects the lawful basis for the data
1596 they add to Tapestry. Please note, 'consent' is not the only lawful basis for storing
1597 data and our customers may have a different legal basis.

1598 Whose data is it?

1599 12. We don't claim ownership of the data entered into Tapestry. We only use it
1600 according to our customer's instructions to provide the service described above.

1601 13. In terms of UK and EU data protection legislation, our customers are the "Data
1602 Controller" and we are the "Data Processor".

1603 14. However, we are the "Data Controller" in the following instances:

- 1604 • The content of our customer billing system.
- 1605 • The content of our support ticket system.
- 1606 • The content of our forums.
- 1607 • The email marketing we carry out when users opt in. This is described in its
1608 own policy [https://eyfs.info/forums/topic/51993-mailing-list-privacy-](https://eyfs.info/forums/topic/51993-mailing-list-privacy-policy/)
1609 [policy/](https://eyfs.info/forums/topic/51993-mailing-list-privacy-policy/)
- 1610 • The content of our CPD site if you choose to use it. This is described in its own
1611 privacy policy on <https://cpd.tapestry.info/>.

1612 These exceptions are described in more detail in [Annex E](#) and [Annex F](#).

1613 Who do we share data with?

1614 15. We do not share data, except as explicitly instructed, by our customers and to
1615 sub-processors as agreed to by our customers in this contract.

Deleted: in order

Deleted: Our

Deleted: have

Deleted: freedom to choose what data

Deleted: store

Deleted: who they store it about.

Deleted: Our customers choose who has access to

Deleted: data.¶

Our customers are able to correct and delete data at will.¶
Our customers must tell you, as part

Deleted: your right to be informed, what data they are
storing, why they are storing it and who they are sharing
it with.¶

In providing the service, we will send automated emails to
staff and parents in order to confirm

Deleted: reset passwords and notify them of events
relating to the customer (such as when a new observation
is added about a child).¶

We ONLY access the data stored by our customers in
order to carry out our customer's instructions, to
maintain or improve the service or to fix faults.¶

We use sub-contractors to process some of the data, but
we do not otherwise share this data with other
organisations.¶

If your contact details are registered on Tapestry in the
'contact details' section, or as a 'manager' then we may
contact you if we have a question or concern about the
associated Tapestry

Deleted: .

Moved up [2]: What pages you look at (e.g.,

Deleted: When you visit the Tapestry web site

Deleted: collect your:¶
IP address, together with¶

Deleted: the list of observations), but not the content of

Deleted: whether the list of observations contained

Deleted: above it would be possible to figure that out).¶

Deleted: not share it.¶

Deleted: storing

Deleted: you

Deleted: your consent

Deleted: Formally, in

Deleted: terms

Deleted: There are some exceptions to this, where

Deleted: ":

Deleted: This is described more in Annex E.

Deleted: This is described more in Annex E.

Deleted: This is described more in Annex F

Deleted: <https://cpd.tapestry.info/>.

Deleted: requested

How do we collect the data?

16. Most data is entered by our customers directly into our website or through our app. Our customers may, if they wish, permit parents and relatives of children to add data to the service. [Our customers may, if they wish, make use of our integrations to add data \(see Annex I\).](#)

17. Some data (described above) is sent automatically by users' web browsers, or by our app.

18. We may store cookies on your computer in order to verify that you are logged in and to store your preferences. The cookies themselves do not contain any identifiable information about you or about what you look at.

Can I see my data that is stored on your system?

19. Yes. The school, childminder, nursery or similar educational organisation, can give you a copy of data about you that they or you have stored in Tapestry. We can provide [them](#), with a copy of any of the other data that has been collected (e.g. our records of your IP address and / or make and model of your tablets etc.) [to pass on to you](#).

Can I have my data corrected or deleted?

20. Yes. The school, childminder, nursery or similar educational organisation, can correct or delete the data they or you have stored in Tapestry.

21. The process of deletion is gradual: initially deleted data is moved to a 'deleted' area in case it was deleted in error. After a delay, it is then permanently deleted from our main systems. After a further delay, it is then permanently deleted from our backups.

What are our customer's responsibilities?

22. Our customers decide who to add data about, what data to add, and how long to keep it for. They have overall responsibility for complying with Data Protection law (or the equivalent in other countries).

We describe this in more detail in the contract we have with our customers. But, for instance, they have to:

- Ensure they have a legal basis for what data they store on Tapestry and who they share it with.
- Think about what information it is appropriate to share with whom, given their situation and that of the children under their care.
- Respond to requests for access to data.
- Train their staff about sensible security and confidentiality precautions:
 - Taking care of passwords.
 - Taking care not to install software on computers that may compromise security.
 - Taking care not to access material from inappropriate places where it can't be kept appropriately confidential.

Deleted: If they wished, our customers might give other people (e.g., staff, children or parents) access to data. They might download or print some or all of the data and share it with other people (e.g., staff, children, parents, the government). They might transfer some of the data to another organisation (e.g., parents, the government, another educational establishment looking after a child, or the print company Group Hugs to order printed copies of journals).¶

If PDF journals are made available to parents, the parents can share that journal with Group Hugs through us. At that point they will enter into their own contract with them. We do not share any data with Group Hugs unless we are directed to. The only information parents can send to Group Hugs through us, is that which our customers have first made available to them.¶

We ONLY access the data stored by our customers in order to carry out our customer's instructions, to maintain or improve the service, or to fix faults.¶

Deleted: phone and tablet applications.

Deleted: your

Deleted: browser

Deleted: applications

Deleted: you

Deleted: .

Deleted: .).

- 1768 • Delete data when it is no longer required.
- 1769 • Remove access for people who no longer need access.
- 1770 • Give parents instructions in accordance with their safeguarding policy.

1771 **Contacting Us**

1772 23. You can contact us at customer.service@eyfs.info or WaterCourt, 65 High Street,
1773 Lewes, England, BN7 1XG, UK.

1774 24. We also have a Data Protection Officer, [Tim Pagett](#), who can be reached at
1775 dpo@eyfs.info.

Deleted: Lauren Foley

Deleted: dpo@eyfs.info.

1778

Annex D: Tapestry Sub-processors

1779

This Annex contained details of our use of sub-processors, where to find our list of sub-processors and our procedure should we wish to change a sub-processor. These details have subsequently been added into the main contract where we hope they are more accessible for customers.

1780

1781

1782

Deleted: Not all parts of Tapestry are run in-house. Below is a link

Deleted: a

Deleted: the sub-contractors that

Deleted: use

Deleted: process some of your data. They are under a written

Deleted: that ensures

Deleted: compliant with UK data protection law.¶
For the avoidance of doubt: We are accountable to you

Deleted: this contract. If one of our sub-processors does something wrong, it is our fault – we won't pass the buck.

Annex E: Customer billing, and support data

1. We are The Foundation Stage Forum Ltd, a company registered in England with company number 05757213 and a registered address of WaterCourt, 65 High Street, Lewes, England, BN7 1XG, UK.
2. You are a childminder, educator, nursery, school or similar educational organisation.
3. This annex relates to data in our customer, billing, and support system. It does not relate to data placed in the Tapestry online learning journal (see [Annex A](#)) or to data placed in our discussion forums (see [Annex F](#)) or to support material, such as tutorials, videos and descriptions of our product that are hosted on our websites, but it does relate to the information we store about forum account holders.

What data do we collect?

4. If you take out a trial or purchase a Tapestry account we collect and store the following information:
 - [Your](#) name, email address, [contents of email](#), billing/postal address, and telephone number.
 - [The](#) name, email address, billing/postal address, and telephone numbers of anyone you tell us administers or pays for your account with us.
 - [The name and address of your organisation](#).
 - [Your mailing list subscription status](#)
5. [Statistical data about your interactions with marketing emails if you subscribe to them, e.g. number of opens](#). If you contact us by email or through our support ticket system, we collect and store [your email address and the contents of the email](#).
6. If you contact us by telephone, post or face-to-face we may also keep notes of those interactions. [We record telephone calls for training and monitoring purposes – the caller is notified of this and given the option to opt-out of call recording](#).
7. Credit card payment information is given directly to a payment service provider. We do not hold any credit card information ourselves.

Why do you need this data?

8. Our lawful basis for collecting this data under EU and UK data protection law is 'contract'. We need this data to:
 - charge you for our service.
 - respond to questions or problems raised by you about our service.
 - provide access to Tapestry and our discussion forum
 - contact you if we have questions about your account or we have information you need to know about
 - decide what changes to make to our service.

Deleted: For the avoidance of doubt: We instruct our sub-processors in ways that are consistent with this contract.¶
For instance: Although Amazon Web Services have data centres outside of the EU and, technically, could move your data there, they are contractually bound not to do so without our instruction and we would not instruct them to do so.¶
For instance: Although Amazon Web Services could, technically, access your data, they are contractually bound not to except if it is strictly necessary to deliver their service to us. Even then, their employees are contractually obliged to keep data confidential and secure.¶

List of sub-processors¶

You can find our full list of sub-processors on our 'Tapestry Sub Processors' page on our information site: <https://tapestry.info/tapestry-sub-processors.html>¶
By signing this contract you consent to our use of them.¶

Changes to sub-processors¶

We may, occasionally, need to add or change the sub-contractors we use to process some of your data.¶
If we do, then UK and EU data protection law requires us to tell you and to obtain your agreement.¶
We've included a link to the list of sub-processors we use. If we change them we will alert you to this via a notification within Tapestry, a banner on tapestryjournal.com, or an email.¶

Deleted: your

Deleted: the

Deleted: .

Deleted: :¶

Deleted: .

Deleted: .

1866 **Who do you share this data with?**

- 1867 9. We make use of subcontractors to provide our service to you and they may see
1868 some or all of this data. You can find a list of our sub processors on our ‘Tapestry
1869 Sub Processors’ page on our information site: [https://tapestry.info/tapestry-](https://tapestry.info/tapestry-sub-processors/)
1870 [sub-processors/](https://tapestry.info/tapestry-sub-processors/).
- 1871 10. If you contact us in relation to a particular Tapestry account then we may share
1872 that data with other people who we believe represent the organisation that owns
1873 that account. For example, if a teacher contacted us to instruct us to permanently
1874 delete a particular child’s data, and then the head of the school later contacted us
1875 to ask why a child had been deleted, we would share the instruction from the
1876 teacher with the head.
- 1877 11. We do not share your data with companies other than our sub processors. We do
1878 not sell your data ever.

Deleted: <https://tapestry.info/tapestry-sub-processors.html>.

1879 **Where is the data stored?**

- 1880 [12. The processing and storage of this data may happen inside and outside of the UK
1881 and European Economic Area \(EEA\), provided we ensure that transfers made
1882 outside of the UK and EEA are made in compliance with Chapter V GDPR.](#)

Deleted: <#>Your data is stored within the EU and UK. Our processing is carried out within the EU or UK.¶

1883 **How long do you keep this data?**

- 1884 13. We keep your data for as long as you continue to access your Foundation Stage
1885 Forum account, plus 7 years. If you do not sign in during those 7 years, we will
1886 delete your data. If you would like it deleting sooner, email us on
1887 customer.service@eyfs.info.

Deleted: Use of AI and machine learning¶
Machine learning tools are used within our customer services team to help them respond to support queries. No data is shared with 3rd parties as part of this processing. The AI models used are all hosted by us and processed within our own infrastructure. We do not use data from Tapestry accounts as part of this, only what is shared with us as part of support tickets.¶

1888 **How do I exercise my rights under data protection law?**

- 1889 14. We are the data controller of this data.
- 1890 15. Your rights under UK data protection law are described at [https://ico.org.uk/for-](https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-rights/)
1891 [organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-](https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-rights/)
1892 [rights/](https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-rights/). They include the right to see and correct this data.
- 1893 16. To exercise those rights, contact us at customer.service@eyfs.info.
- 1894 17. If you are in the EU, your rights under the GDPR are similar and can be exercised
1895 in the same way.
- 1896 18. We also have a Data Protection Officer, [Tim Pagett](#), who can be reached at
1897 dpo@eyfs.info.
- 1898 19. Our lead supervisory authority for data protection is the UK Information
1899 Commissioner’s Office (<https://ico.org.uk>).

Deleted: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>.

Deleted: Lauren Foley

1916 **Annex F: Use of our discussion forum**

- 1917 1. We are The Foundation Stage Forum Ltd, a company registered in England with
1918 company number 05757213 and a registered address of WaterCourt, 65 High
1919 Street, Lewes, England, BN7 1XG, UK.
- 1920 2. You are a childminder, educator, nursery, school or similar educational
1921 organisation.
- 1922 3. We have a discussion forum (<https://eyfs.info>) that you may use to discuss issues
1923 facing childminders, educators, nurseries, schools or similar educational
1924 organisations.

1925 **Liability**

- 1926 4. We do not vouch for the accuracy, completeness or usefulness of any material on
1927 the forum. Use it at your own risk.
- 1928 5. The material expresses the views of the author of the material, and not
1929 necessarily our views.
- 1930 6. If you feel any material on the forum is objectionable, please contact us
1931 immediately at customer.service@eyfs.info.

1932 **Content and ownership of your messages**

- 1933 7. Don't post anything we won't like.
- 1934 • We like professional discussion of the issues facing childminders, educators,
1935 nurseries, schools or similar educational organisations.
- 1936 • We don't like things that are unkind, illegal, lies, use language you wouldn't
1937 want children to hear, or are shameless advertising.
- 1938 8. Don't post anything that you don't have permission to post. For instance, if you
1939 didn't write the material you are posting, make sure you have the permission of the
1940 person who wrote it *before* you post it.
- 1941 9. On shameless advertising: Occasionally during the course of a discussion it may be
1942 appropriate for a you to mention a product or service with which you are involved
1943 if it helps the discussion and doesn't annoy anyone. We will use our discretion in
1944 those cases.
- 1945 10. If we don't like what you post, or fear you may not have permission to post it, we
1946 will remove it.
- 1947 11. If we keep having to remove your material, or if we *really* don't like it, we will bar
1948 you from the forum.
- 1949 12. When you post material, you retain copyright but grant us the right to use the
1950 material:
- 1951 • without payment,
1952 • in any way we choose,
1953 • anywhere in the world,
1954 • forever.
- 1955 13. If we use your material, we will try to attribute it to you.

1956 14. If you wish to copy material posted by someone else, please contact us or the
1957 person who posted for permission.

1958 **Privacy and Data Protection**

1959 15. We store any data that you submit to us, plus your IP address, details about your
1960 browser and computer and which pages on our site you view.

1961 16. Our lawful basis for storing and using the data is 'contract'. We store and process
1962 this data in order to:

- 1963 • provide a discussion forum,
- 1964 • monitor abuse,
- 1965 • fix bugs
- 1966 • and to improve our service.

1967 17. Your data is stored within the EU or the UK. Our processing is carried out within
1968 the EU or the UK. Our forum is accessible from outside of the EU and the UK, so
1969 material you post may be viewed from outside of the EU and the UK.

1970 18. Your forum account will lapse once your Tapestry subscription lapses or, if you
1971 have a separate forum subscription directly or through your local authority, once
1972 that subscription lapses.

1973 19. When your forum account lapses you will no longer be able to log into the forum or
1974 post material to the forum. At our discretion, the material you have posted may
1975 remain on the forum.

1976 20. When your forum account has lapsed we will only use the personal information
1977 that you have provided us to:

- 1978 • help you re-activate your forum account if you later wish to re-subscribe
- 1979 • keep track of who posted what material in case we need to attribute it to you
- 1980 or in case we need to verify that you had permission to post the material.

1981 21. We will delete the personal information that you have provided us at most 7 years
1982 after your forum account has lapsed. At our discretion, the material you have
1983 posted may remain on the forum.

1984 22. We are the data controller for this data. To exercise your rights under UK or EU
1985 data protection law you can contact us at customer.service@eyfs.info.

1986 23. We have a Data Protection Officer, [Tim Pagett](#), who can be reached at
1987 dpo@eyfs.info.

Deleted: Lauren Foley

1988 24. Our lead supervisory authority for data protection is the UK Information
1989 Commissioner's Office (<https://ico.org.uk>).

1991 **Annex G: Standard Contractual Clauses for EU customers**

1992 This Annex was for customers in the EEA if the EU did not decide UK data protection
1993 laws were 'adequate'.

1994 Fortunately, the EU *has* decided the UK laws are adequate and so this section has been
1995 deleted.

1996 You can read more about this on the European Commission website
1997 [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/brexit_en)
1998 [data-protection/brexit_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/brexit_en) and we are very happy to answer your questions.

1999 **Annex H: Age appropriate design for UK customer who allow**
2000 **children to log into Tapestry**

2001 **1.** You can permit children to log into Tapestry. This section is only relevant to
2002 customers who enable this feature AND where the children who log in are in the
2003 UK.

Deleted: now

2004 **2.** The UK Information Commissioner (ICO) has created an '[Age Appropriate Design](#)
2005 [Code of Practice for Online Services](#)'. This is a series of 15 standards for online
2006 services, such as Tapestry, that allow children to log in.

Deleted: Age Appropriate Design Code of Practice for Online Services'.

2007 In the words of the ICO "[The code is not a new law but it sets standards and](#)
2008 [explains how the General Data Protection Regulation applies in the context of](#)
2009 [children using digital services.](#)". The UK ICO '[encourage\[s\] schools to aspire to](#)
2010 [meet the code's 15 standards as a matter of general good practice](#)'. For non-
2011 schools, the UK ICO is firmer that the standards must be met.

Deleted: The code is not a new law but it sets standards and explains how the General Data Protection Regulation applies in the context of children using digital services.."

2012 **Standard 1: Best interests of the child**

2013 **3.** See the ICO webpage '[1. Best interests of the child](#)' for more information.

Deleted: 'encourage[s] schools to aspire to meet the code's 15 standards as a matter of general good practice'....

2014 We have designed the feature with the best interests of older primary school age
2015 children in mind. For most of those children, and for most ways you might use
2016 the feature, it should be easy to comply with the code of practice.

Deleted: The standards seem good to us. So even if you do not legally need to comply, if you are thinking about allowing children to log into Tapestry, we would encourage you to take the time to read the information provided by the ICO, to read our approach to each of the standards below, and to think about your approach to the standards based on the documents from the ICO and the suggestions we make below.¶
Please do contact us with any questions or feedback you have.¶

2017 But each child is different. You need to make a judgement about each specific
2018 child and whether enabling the feature for them would be in their best interest.

Deleted: 1. Best interests of the child

2019 It may be that due to the child's age, capability or situation that child login isn't
2020 right to enable it for a particular child, or to only enable it for some uses (e.g., to
2021 use in school, but not to use at home).

2022 We give you the tools to restrict the feature to particular children, and to restrict
2023 access to the feature at home separately from access at school.

2024 **Standard 2: Data protection impact assessments**

2025 **4.** See the ICO webpage '[2. Data protection impact assessments](#)' for more
2026 information.

Deleted: 2. Data protection impact assessments

2027 We cannot carry out a data protection impact assessment because only you have
2028 all the required information about how you will use Tapestry. We do not know
2029 exactly what categories of data you will add, your legal basis for adding them,
2030 who you will share data with, or when you will delete it.

2031 You need to answer those questions as part of a data protection impact
2032 assessment.

2033 We provide the information you need from us in our contract with you. If the
2034 contract is missing something, please ask us and we will do our best to answer,
2035 though we may have to charge our costs in doing so.

2058 **Standard 3: Age appropriate application**

2059 5. See the ICO webpage '[3. Age appropriate application](#)' for more information.

Deleted: 3. Age appropriate application

2060 We have designed the feature for older primary pupils. We have set the feature
2061 to be off by default.

2062 You need to judge whether the feature is appropriate to an individual child's age,
2063 abilities and understanding before enabling the feature for the child.

2064 If there is some aspect of the feature that you do not think is appropriate to the
2065 age group, please do get in touch with us.

2066 **Standard 4: Transparency**

2067 6. See the ICO webpage '[4. Transparency](#)' for more information.

Deleted: 4. Transparency

2068 We have written a short 'your data' page that children can access from within
2069 Tapestry that explains that the work they do in Tapestry will be shared with you,
2070 and that you might share it with others. It also explains their data protection
2071 rights and suggests they speak with you or their parent.

2072 You will need to be ready to provide the child (and potentially their parent) with
2073 extra detail from your data protection impact assessment about how you are
2074 using Tapestry to process their data.

2075 **Standard 5: Detrimental use of data**

2076 7. See the ICO webpage '[5. Detrimental use of data](#)' for more information.

Deleted: 5. Detrimental use of data

2077 We do not use children's personal data in any way that has been shown to be
2078 detrimental to their wellbeing, or that goes against industry codes of practice,
2079 other regulatory provisions, or Government advice.

2080 To be clear, we do not use data for marketing, broadcasting, in the press, in
2081 online games, or to offer rewards.

2082 We do provide children with notifications. But those notifications are: 1. Only
2083 visible while a child is logged into Tapestry 2. Are not designed to encourage any
2084 detrimental behaviour (they just say things like "A Teacher commented on your
2085 observation")

2086 We do provide: 1. Staff with the ability to like, comment and assess the work of
2087 children. 2. The option to allow relatives to like and comment on the work of
2088 children. 3. The option to allow children to like and comment on shared work.

2089 You will need to think about how you use likes, comments and assessments that
2090 are visible to children in order to have a positive impact on the children.

2091 You will need to think about whether you allow relatives to like and comment on
2092 work and, if you do, what sort of policies you need to create and how you will
2093 communicate and police those policies.

2097 You will need to think about whether you allow children to like and comment on
2098 shared work and, if you do, what sort of policies you need to create and how you
2099 will communicate and police those policies.

2100 **Standard 6: Policies and community standards**

2101 [8.](#) See the ICO webpage '[6. Policies and community standards](#)' for more
2102 information.

Deleted: 6. Policies and community standards

2103 We do not monitor or police the information added by you or any of your users
2104 to Tapestry.

2105 You will need to decide what policies and community standards you put in place
2106 and how you will police them.

2107 We have designed the feature so that children's use of it is controlled by staff and
2108 (if staff permit) parents. The aim of this is to make it easier for staff and parents
2109 to monitor children's use of the feature and ensure the standards are being met.

2110 We provide the ability to turn off the feature and parts of the feature for specific
2111 children and relatives.

2112 **Standard 7: Default settings**

2113 [9.](#) See the ICO webpage '[7. Default settings](#)' for more information.

Deleted: 7. Default settings

2114 We have set this feature to be off by default. If enabled, we have set the default
2115 permissions to provide children with high privacy.

2116 The default setting is that the information a child enters into Tapestry will be
2117 shared with you and no-one else. You can choose to share some of the child's
2118 work with other children and/or relatives. You can also choose to allow children
2119 to comment on group work.

2120 You should consider what is in the best interests of your children when deciding
2121 whether to enable the feature and who to share a child's work with.

2122 **Standard 8: Data minimisation**

2123 [10.](#) See the ICO webpage '[8. Data minimisation](#)' for more information.

Deleted: See the ICO webpage '[8. Data minimisation](#)'

2124 We have designed the feature to use the minimum of amount of personal data.
2125 We do not ask children to share any personal data – their name is all that is
2126 required and this will have been entered by you.

2127 You should think carefully about the tasks you set children to do with Tapestry
2128 to ensure the tasks do not accidentally lead or encourage children to share
2129 unnecessary personal data (including pictures and videos containing personal
2130 contact) and put policies in place to deal with the personal data if it should be
2131 shared unnecessarily.

2132 We provide the ability to delete data added by children. If you contact us, we can
2133 also accelerate the deletion of most data from our backup systems. However, if
2134 you have a complex request we may need to charge for our time.

2138 **Standard 9: Data sharing**

2139 [11.](#) See the ICO webpage '[9. Data sharing](#)' for more information.

Deleted: 9. Data sharing

2140 We share what the child enters into Tapestry with you. You can choose to share
2141 it with others, such as the child's relatives, other children or with a child's
2142 subsequent school.

Deleted: child

2143 You should develop a policy on who you share the data entered by a child with as
2144 part of your data protection impact assessment.

2145 **Standard 10: Geolocation**

2146 [12.](#) See the ICO webpage '[10. Geolocation](#)' for more information.

Deleted: 10. Geolocation

2147 We do not use geolocation.

2148 **Standard 11: Parental controls**

2149 [13.](#) See the ICO webpage '[11. Parental controls](#)' for more information.

Deleted: 11. Parental controls

2150 We have designed the feature so that the school is in charge of when and where
2151 children can use the feature while at school.

2152 We have also designed the feature so that the school can decide whether a child
2153 can log in at home and, if they have more than one relative on Tapestry, which
2154 relative's accounts they can log in from.

2155 We have designed the feature so that, when at home, a relative must log into
2156 Tapestry first, before their child can then log in. The intention is that will place
2157 the child's use of Tapestry under the control of the parent.

2158 You should decide whether you wish children to log into Tapestry at home and, if
2159 you do, which relatives's accounts you wish to permit the child to log in from.

2160 **Standard 12: Profiling**

2161 [14.](#) See the ICO webpage '[12. Profiling](#)' for more information.

Deleted: 12. Profiling

2162 We do not carry out any profiling.

2163 You might use data a child adds to Tapestry to assess the child, which could
2164 construed as being a type of profiling. But this process is likely to involve your
2165 judgement rather than being purely automatic, so is unlikely to be considered
2166 profiling in this definition.

2167 **Standard 13: Nudge techniques**

2168 [15.](#) See the ICO webpage '[13. Nudge techniques](#)' for more information.

Deleted: 13. Nudge techniques

2169 We do not use nudge techniques to lead or encourage children to provide
2170 unnecessary personal data. We do not permit children to turn off privacy
2171 protections.

2178 You should think carefully about the tasks you set children to ensure they do not
2179 accidentally 'nudge' a child into sharing inappropriately.

2180 **Standard 14: Connected toys and devices**

2181 [16.](#) See the ICO webpage '[14. Connected toys and devices](#)' for more information.

Deleted: 14. Connected toys and devices

2182 We do not provide a connected toy or device.

2183 **Standard 15: Online tools**

2184 [17.](#) See the ICO webpage '[15. Online tools](#)' for more information.

Deleted: 15. Online tools

2185 We provide online tools in the Tapestry Control Panel to help you to respond to
2186 requests by, or on behalf of, children to express their data protection rights.

2187 We provide a page for children which explains to them and to their parents that
2188 they should get in touch with you to exercise their rights and to find out more
2189 about how you are using Tapestry.

2190 We have designed the feature so that teachers (when at school) and relatives
2191 (when at home) decide when and where a child can log in. We hope this will
2192 allow teachers and relatives to monitor the children and respond to any
2193 concerns they have.

2194 You should ensure you have procedures in place to respond to requests to
2195 exercise data protection rights.

2196 You should also think about how you will monitor children's use of Tapestry and
2197 how you might respond to any concerns the children have.

2200 **Annex I: Wonde**

2201 1. This Annex is an addition to the main Tapestry contract. It only applies if you
2202 upgrade your Tapestry account in order to include MIS integration via Wonde.

2203 **Subscription for the integration**

- 2204 2. Integration with your MIS is a paid for add-on to your Tapestry subscription.
2205 3. This will cover you for the same period as your main Tapestry subscription.
2206 4. You must pay the additional fee for this integration before it becomes available
2207 to you.
2208 5. It will not be included as part of your trial.

2209 **Schools with multiple Tapestry accounts**

- 2210 6. You are only liable to pay for this integration once per school, regardless of how
2211 many Tapestry accounts you have.
2212 7. If you have already paid the fee for the integration for one account, get in touch
2213 with our customer service team. They will ensure all of your accounts have the
2214 functionality enabled.

2215 **The Data**

- 2216 8. Data is collected to facilitating accurate management of student and relative
2217 details.
2218 9. You remain the data controller of the data imported into Tapestry via your MIS.
2219 10. Any changes made to the data on your MIS will be synchronised overnight
2220 through the integration.
2221 11. Any new children and relatives added to your MIS will need to be specifically
2222 chosen to be imported.
2223 12. Deletions will not be triggered by actions taken on your MIS. All details relating
2224 to data retention remains as laid out in the rest of this contract.

2225 **Security**

- 2226 13. Tapestry remains responsible for the security of the data transferred into
2227 Tapestry via Wonde, as per Annex B.

Annex J: TapestryPay via Unipass

1. This Annex is an addition to the main Tapestry contract. It only applies if you opt in to TapestryPay. Where details differ here to in the main body of the contract, the information within this annex prevails in respect to your use of TapestryPay.
2. TapestryPay is provided by Unipaas, a payment institution authorised by the UK Financial Conduct Authority (FCA).
3. In addition to the agreement you hold with us, you will have your own contract and relationship with UniPaas.

General Agreements

4. Tapestry is the data controller of some data entered into TapestryPay. You will be the data controller for the majority of it, as outlined in your Data Processing Agreement with Unipaas.
5. You are based in the UK.

What data do we collect

6. We collect the following data:
 - Your email address
 - Transaction details e.g. amounts and that payments were made
 - Correspondence between you and us about the TapestryPay service.

Why do we collect this data

7. We need to collect this data in order to provide the TapestryPay service to you.

Who do we share this data with

8. Tapestry may share this information with UniPaas and it's subprocessors. We do this to comply with legal obligations.
9. We do not share this data with any other company.

Where is this data processed

10. Data stored and processed by Tapestry will be done so within the UK and EEA. Once shared with Unipaas it may be processed inside or outside the UK and European Economic Area (EEA), provided they and their Sub-Processors guarantee adequate protection under Chapter V GDPR.

How long do we keep this data

11. This data will be retained until your Tapestry account is permanently deleted as per the main body of this contract.

2261 **Changes to this contract**

2262 Below is a list of material changes to this document. If you spot a change that should be
2263 in this list, please let us know.

2264 **This version of the contract (2025 December 19)**

Deleted: 2024 April 02

2265 [This contract update is mostly for rewording and removal of duplicate content. The](#)
2266 [most significant change, and something that impacts the meaning, is about where we](#)
2267 [store and process data. Now, it may be processed outside the EU and UK, subject to](#)
2268 [adequate protections being in place under Chapter V of the GDPR.](#)

2269 [Please see the tracked changes document for a full list of the edits.](#)

2270 **(2024 April 02)**

- 2271 • (Annex A) Clarifying that we may access data in order to find who to contact
2272 about an issue and to otherwise improve the service.
- 2273 • (Annex B) To say that we are Cyber Essentials Certified.
- 2274 • (Annex B) Update that some details are stored locally but encrypted on mobile
2275 devices
- 2276 • (Annex B) Update that we are working on 2FA and to contact us for updates.
- 2277 • (Annex C) Update on the sort of data that customers might collect about the
2278 relatives and children on their account.
- 2279 • (Annex C) Update about other situations in which we are the Data Controller
- 2280 • (Annex C) Update to include note about the company we link to if you'd like to
2281 buy printed copies of the journal.
- 2282 • (Annex E) Clarification about the data we collect from customers for billing and
2283 support.

2284 **(2022 September 12)**

- 2285 • (Annex D and E) Replaces the list of our sub processors for Tapestry and our
2286 billing and support system with a link to a page on our website listing them.
- 2287 • (Annex D) Change to the process for updating them – instead of issuing a new
2288 contract when we update them, we will update the linked to web page and alert
2289 you to the change.
- 2290 • (Annex B) Clarifying who can access our backups and when we would access
2291 them.

2292 **2021 September 30**

- 2293 • Annex H (lines 1686 to 1703) Update to clarify that the UK Information
2294 Commissioner's 'Age Appropriate Design Code of Practice for Online Services' is
2295 "not a new law but it sets standards and explains how the General Data
2296 Protection Regulation applies in the context of children using digital services"
2297 and that the UK ICO only "encourage[s] schools to aspire to meet the code's 15
2298 standards as a matter of general good practice" but is firmer that other
2299 organisations must comply.

2301 **2021 September 2**

- 2302 • Overview: (line 336) Remove mention of dispute resolution clauses in Annex G,
2303 since those are no longer required. (line 265) Mention the new Annex H on age
2304 appropriate design
- 2305 • Annex A: (lines 380-385) Remove mention of standard contractual clauses for EU
2306 customers in Annex G, since those are no longer required.
- 2307 • Annex B: (line 948) Update relevant sections now children may be given access.
2308 (lines 118 to 1172) Mention that TLS 1.0 and 1.1 have been disabled. (lines 1283
2309 to 1319) Add an FAQ about how long it might take us to restore service if a
2310 disaster hit
- 2311 • Annex C: (lines 1359 to 1380) Mention that children can now enter data in the
2312 section on the data we collect. (line 1392) Make it clear that staff only receive a
2313 newsletter about Tapestry if they choose it.
- 2314 • Annex G: (lines 1683 to 1692) The Standard Contractual Clauses for EU
2315 customers are no longer required.
- 2316 • Annex H: (lines 1693 to 1859) A new annex on Age Appropriate Design for
2317 customers in the UK who allow children to log in and therefore need to comply
2318 with the Information Commissioner's Office '[Age Appropriate Design Code of
2319 Practice for Online Services.](#)'

2320 **2020 May 26**

2321 Line numbers mentioned in this section are the line numbers marked on the PDF copy
2322 of the 2020 May 26 version of this contract.

- 2323 • The non-contractual note on Brexit: Updated to reflect that we are now in a
2324 transition period.
- 2325 • Everywhere: Clarify usages of UK and EU now that the UK is no longer part of the
2326 EU.
- 2327 • Everywhere: Fix spelling and typos
- 2328 • Overview: Update registered address of The Foundation Stage Forum Ltd (line
2329 240). Clarify that eysfs.info is not just a forum, it has education resources as well
2330 (line 250). Clarify the wording again to try and make it clearer who can claim
2331 from whom if it turns out that one party is not responsible for a data protection
2332 breach but the other is (line 341). Clarify that, for EU customers, parts of the
2333 contract may not be under UK law (line 344).
- 2334 • Annex A: Update registered address of The Foundation Stage Forum Ltd (line
2335 358). Make the Annex consistent with the Overview: the contract is under
2336 English law (line 398). Include our ICO registration number (line 400). Refer to
2337 the 'Standard Contractual Clauses' for EU customers (line 402). Clarify that when
2338 answering a support ticket requires us to view your data, that data will be
2339 viewed in the UK (which is now outside of the EU) (line 422). Clarify that if you
2340 upload material to Tapestry, you are responsible for making sure you can do so
2341 legally (for instance, you are responsible for making sure you haven't breached
2342 copyright in the material you upload) (line 549). Clarify where in the document
2343 you can find help when carrying out a Data Protection Impact Assessment (line
2344 718). Update the Brexit FAQ (line 779).

- 2345 • Annex B: Update registered address of The Foundation Stage Forum Ltd (line
2346 811). Make the Annex consistent with the Overview: the contract is under
2347 English law (line 819). Update the section on encryption to include guidance on
2348 how to stay safe and to include the forthcoming changes to our certificate (line
2349 1044 onwards).
- 2350 • Annex C: Update registered address of The Foundation Stage Forum Ltd (line
2351 1306). Refer to new functions that customers could be using (line 1344).
- 2352 • Annex E: Fix numbering. Update registered address of The Foundation Stage
2353 Forum Ltd (line 1515). Point out where the other privacy police are (line 1523).
2354 Note change of payment processor from SagePay to Global Payments (this is for
2355 payment data where The Foundation Stage Forum Ltd is the Data Controller)
2356 (line 1549).
- 2357 • Annex F: Update registered address of The Foundation Stage Forum Ltd (line
2358 1581).
- 2359 • Annex G: A new annex containing the EU Standard Contractual Clauses from
2360 decision 2010/87/EU for customers who are in the EU (line 1656 onwards).

2361 **2019 April 18**

2362 Line numbers mentioned in this section are the line numbers marked on the PDF copy
2363 of the 2019 April 18 version of this contract.

- 2364 • Overview: Clause 26 make it clear that there would not be a limit to liability if
2365 you or we need to claim back the compensation we have paid under a breach of
2366 data protection law (line 307).
- 2367 • Annex A: Tapestry Data Protection: Explain that if, and only if, push notifications
2368 are enabled by you and the end user of the app, then sometimes the contents of
2369 the notification might go outside of the EU on its way to the company that makes
2370 the end user's phone or tablet operating system (line 389).
- 2371 • Annex A: Tapestry Data Protection: Mention that, if you use the new Register
2372 functionality, you might be storing data about a child's attendance (line 407).
- 2373 • Annex A: Tapestry Data Protection: Fix a typo "Repeating your in a letter to us."
2374 should be : "Repeating your instruction in a letter to us" (line 580).
- 2375 • Annex B: Tapestry Security: Take out reference to when the last penetration test
2376 was, this becomes out of date too quickly. Add in how to get hold of the summary
2377 of the test and to contact us for when the last test took place and when the next
2378 one is scheduled (line 1022).
- 2379 • Annex C: Tapestry Privacy: Mention that, if the customer uses the forthcoming
2380 Register functionality, they might be storing data about a child's attendance (line
2381 1258).
- 2382 • Annex D: Tapestry Subprocessors: We have added Apple, Google and Amazon as
2383 our forthcoming apps will offer push notifications and those notifications go via
2384 the maker of the phone or tablet's operating system. Because we are the Data
2385 Processor for this data, you need to consent to using these sub-processors. You
2386 can provide your consent by enabling push notifications in your Tapestry Control
2387 panel. If you do not provide consent the only functionality that will be missing is
2388 push notifications (line 1402).

- 2389 • Annex E: Billing and Support Data: We have changed our email provider from
2390 Fastmail to Zoho Mail. Because we are the Data Controller for this, consent is not
2391 formally required from you to make this change (line 1453).

2392 **2018 May 1**

2393 Line numbers mentioned in this section are the line numbers marked on the PDF copy
2394 of the 2018 May 1 version of this contract.

2395 **Tapestry Data Protection**

- 2396 • Add a section pointing out where to find in this contract the standard terms
2397 required in a data processing agreement (lines 303-323)
- 2398 • Attempt to clarify the wording describing that viewing Tapestry from outside the
2399 EU means data will be transferred outside the EU to get to you (lines 351-358)
- 2400 • Rephrase “What data is placed into Tapestry?” to more closely match the
2401 language of subject matter, nature and purpose, etc. that is used in data
2402 protection legislation (lines 360-375)
- 2403 • Remove Bursar from the list of examples of who can instruct us (line 520).
- 2404 • Confirm that if someone who isn’t authorised tries to instruct us to do
2405 something, we will tell you about it. (lines 525-526)
- 2406 • Clarify what ‘written’ instruction means (lines 530-540)
- 2407 • Added a section “Instructions we do and don’t accept” (lines 541-562).
- 2408 • Confirm that our staff who process data are appropriately trained in data
2409 protection (line 568).
- 2410 • The tools to allow download of user’s data are now available (line 581).
- 2411 • Remove section “[NOT YET IMPLEMENTED We do provide some example
2412 documents on risks that you can customise when carrying out your own
2413 assessments.]” – we have provided some guidance in our forum, but not yet
2414 example documents (line 617).

2415 **Tapestry Security**

- 2416 • Remove the word ‘reset’ from links (line 847).
- 2417 • Clarify the wording that confirms connections between the Tapestry apps and
2418 our servers are encrypted (line 938).
- 2419 • Change email to reach for keeping in touch about security. In urgent cases we
2420 would call if we have appropriate contact details (line 1013).

2421 **Tapestry Privacy**

- 2422 • Remove the word ‘usually’. Our customers are always the data controllers (line
2423 1176)

2424 **Tapestry Sub Processor**

- 2425 • Remove the reference to Crashlytics, the forthcoming versions of the Tapestry
2426 apps will no longer use this sub-processor (line 1153).

2427 **2018 March 12 (Second Draft)**

2428 Line numbers mentioned in this section are the line numbers marked on the PDF copy
2429 of the 2018 March 12 draft.

2430 **Across all sections**

- 2431 • Fixed typos and improved some wording.
- 2432 • Adjust numbering that occurs because of other changes.
- 2433 • Make links to emails and websites clickable.

2434 **A note on this draft**

- 2435 • Mention the list of changes (line 163).
- 2436 • Fix dates (line 174).

2437 **Overview**

- 2438 • Clarify that we do sometimes call people back, and offer paid-for telephone support sessions (lines 189-192).
- 2439 • State explicitly that we are GDPR compliant and this contract contains the required clauses (lines 212-215).
- 2440 • State that the limit on liability is reciprocal (lines 268-269)
- 2441 • Clarify that some liabilities are set in law and we aren't attempting to override them (line 268). In particular, in relation to liabilities from breaches in data protection law (lines 270-275).

2446 **Annex A: Tapestry Data Protection**

- 2447 • Provide more detail on where data is stored (lines 308-330).
- 2448 • Confirm that we won't change where data is stored without your agreement (lines 309-311).
- 2449 • Reference the Privacy Policy for a fuller explanation of what data is covered by this data processing agreement (line 345).
- 2450 • Confirm that we will get your *written* consent before changing our sub-processors (line 363).
- 2451 • Confirm that we will tell you if we become aware of a breach (line 375, line 527, lines 578-582).
- 2452 • Suggest careful consideration of the lawful basis for adding data to Tapestry (lines 384-387).
- 2453 • Expand on the implications of the right to be informed (lines 439-451).
- 2454 • Clarify we don't license your data (line 469).
- 2455 • Clarify who can tell you to restrict processing of data (it isn't us) (line 474).
- 2456 • Clarify who can instruct us (lines 480-493).
- 2457 • Confirm that we use sub-processors in a way that is compliant with data protection law and point to the Annex for a description of how we will seek your agreement if we wish to change them. (lines 505-507).
- 2458 • Clarify that we will help you to 'lock-down' your account if you suspect a breach (line 531-534).
- 2459 • Clarify that you have to notify the data protection regulator in the case of a breach (line 539).
- 2460 • Clarify we won't delete data if we are not allowed to by law (lines 562-563).
- 2461 • Clarify that we may partially or entirely lock down your account if we suspect a breach (lines 583-587).
- 2462 • Add a FAQ on Brexit (lines 601-605).

- 2473 **Annex B: Tapestry Security**
- 2474 • Add VAT number (line 637)
 - 2475 • Confirm that when data is deleted from our backups, it is no longer recoverable
 - 2476 by us (line 714).
 - 2477 • Add a reminder about what to do if you suspect a password or email account has
 - 2478 been compromised (lines 795-803).
 - 2479 • Clarify when and how we might store data on our local devices (lines 824-829).
 - 2480 • Provide more detail on what our penetration tests cover (lines 906-912).
 - 2481 • Confirm that we are insured (lines 969-972).
 - 2482 • Make our TLS 1.0 support more obvious (lines 987-991).
 - 2483 • Clarify that you can't force password changes every X days (lines 1078-1083).
 - 2484 • Confirm we have differentiated data access policies (lines 1095-1101).

- 2485 **Annex C: Tapestry Privacy**
- 2486 • Clarify that the Data Controller will need to add more information to fulfil a
 - 2487 subject's right to be informed (lines 1106-1113, lines 1153-1154).
 - 2488 • Give examples of who 'you' might be (lines 1120-1121).
 - 2489 • Clarify that we may contact 'managers' registered with Tapestry using the
 - 2490 contact details they have entered if we have a question or concern about the
 - 2491 associated Tapestry account (lines 1165-1167).
 - 2492 • Clarify we also collect your IP address if you use our phone or tablet app (line
 - 2493 1182).
 - 2494 • Confirm that we do not share data about your computer or tablet (line 1193).
 - 2495 • Clarify that the Data Controller will need to provide the lawful basis (line 1194-
 - 2496 1197).
 - 2497 • Remove troublesome reference to who owns data: keeping the fact that we don't,
 - 2498 but not claiming that you do (line 1199-1200).

- 2499 **Annex D: Tapestry Sub-processors**
- 2500 • Confirm that they are under a written contract with us (line 1266).
 - 2501 • Confirm that we use them in a way that is consistent with this contract, and give
 - 2502 examples in relation to common questions. (lines 1271-1279).
 - 2503 • Remove references to sub-processors we have now eliminated (line 1288).
 - 2504 • Explain how we will seek your written consent if we need to add or change sub-
 - 2505 processors (lines 1290-1299).

- 2506 **Annex E: Billing and support data**
- 2507 • Explicitly state our lawful basis for processing data (line 1322).
 - 2508 • Remove reference to United Hosting - we no longer use them (line 1330).
 - 2509 • Clarify that we would share data relating to an account with other
 - 2510 representatives of that account. (lines 1334-1339).
 - 2511 • Clarify that we do use your data to improve our service (line 1341).

- 2512 **Annex F: Use of our discussion forum**
- 2513 • Explicitly state our lawful basis for processing data (line 1405).

|

2514 **2018 January 5 (First draft)**

- 2515
- First public draft of new, more detailed, contract.

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