



28 February 2019

We're updating our Terms and Conditions

We're updating our Terms and Conditions for all organisations using *Three Rings*, effective from **28 March 2019**, to ensure continuity and provide certainty ahead of the UK's anticipated departure from the European Union on 29 March 2019. We've also updated a number of areas to improve clarity and make it easier for you to show that the contract you have with Three Rings CIC as a data processor complies with the General Data Protection Regulations (GDPR) and the Data Protection Act.

The full updated Terms and Conditions are attached, but we've included a quick summary of the key changes for your convenience. Please note that this summary lists only the main changes, and does not list all the changes which have been made. The summary is not legally binding and you should review the full Terms and Conditions to ensure you've understood all points.

There's nothing you need to do - the new Terms and Conditions will automatically take effect from 28 March, and so if your organisation is still using *Three Rings* then, you agree to be bound by these new Terms and Conditions, replacing the previous agreement.

If you have any questions or concerns, please contact the *Three Rings* team by emailing us at support@threerings.org.uk and we'll do our best to help - as always, our volunteers aim to reply to all support requests within 24 hours, 365 days a year.

Best regards,

the Three Rings team



Summary of Changes

- **Data protection** - we've rearranged a number of provisions, and collated a number of points, to bring together a number of issues which have to be included in the contract under GDPR. These were previously spread out at different points in the Terms and Conditions, and weren't always expressed as clearly, so following on from feedback we've grouped most of these required terms together in the new Section 5. We've also added references to the Data Protection Act 2018 whenever we referred to legislation by name.
- **"Brexit"** - we've added in terms to meet EU requirements for EU-based organisations transferring data to third countries. Although these are only strictly necessary if the UK leaves the EU without a withdrawal agreement which deals with data protection compatibility, the provisions included provide increased protection to all organisations, regardless of where they are based. Section 17.2 is only applicable to organisations based outside the UK and in the European Economic Area.
- **Data security and data protection breaches** - As before, we'll tell you if there's been a data protection breach affecting your data, but we'll also tell you about potential breaches even if no data was compromised. In return, you must tell us if you notice or become aware of anything that could pose a security threat to *Three Rings*.
- **Use of sub-processors** - we've included a provision for the use of a sub-processor for sending emails. This was previously dealt with by requiring you to opt-in via the Admin panel before you could send emails; this will no longer be required. You can see this in the new Section 6.
- **Terms and Conditions for Users / Privacy Policy** - we've also updated these following feedback to improve clarity.

