



Privacy Policy For Star Club's Member and Contact Management System

Introduction:

Star Club transferred its member and contact management from Member Mojo to British Rowing's ClubHub system in August 2019.

British Rowing has chosen GoMembership! Software for this function; GoMembership! is the trading name for Azolve Limited.

This Policy sets out the obligations of Azolve, British Rowing and Star Club with regard to data protection, as defined in Star Club's Agreement with British Rowing and British Rowing's Agreement with Azolve.

It covers the procedures which must be followed by Star's Officers and Members when dealing with personal data to ensure that all personal data is handled correctly and lawfully.

1. Definitions

In this Schedule:

- A. "Agreement" means this SaaS Subscription Agreement and any associated documents referenced in the Schedule, together which form the contractual obligations between the Customer and Azolve;
- B. "Azolve" means Azolve Limited an entity incorporated under the laws of England and Wales, United Kingdom; having a principal place of business at Wright Business Centre, 1 Lonmay Road, Glasgow, G33 4EL, United Kingdom, and any subsidiary or legally associated company of Azolve that is the provider of the SaaS Solution to Customer;
- C. "Cookie" means a small text file placed on your computer by this SaaS Solution when you visit certain parts of the SaaS Solution and/or when you use certain features of the SaaS Solution.
- D. "Customer" means British Rowing, the organisation ordering, using and/or paying for the subscription service for the SaaS Solution;
- E. "Data" means collectively all information submitted to the database portal via the SaaS Solution. This definition shall, where applicable, incorporate the definitions provided in Data Protection Legislation;
- F. "Data Protection Legislation" means any law applicable relating to the processing, privacy and use of personal data, including: (i) the Data Protection Act 1998 and the

Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive) or Directive 2002/581EC; (ii) the General Data Protection Regulation (EU) 2016/679, and/or any corresponding or equivalent national laws or regulations;

- G. “Parties” means together Azolve and Customer and Star Club;
- H. “Party” means either Azolve or Customer or Star Club;
- I. “SaaS Solution” means the combination of SaaS System and SaaS Services to provide a complete solution;
- J. “Service” means the provision of the SaaS System provided by Azolve and associated functionality provided through Third Party Software;
- K. “Third Party Software” means software that Azolve uses or links to in order to provide a complete SaaS Solution, this includes, but is not limited to, online payment providers and email sending services.
- L. “UK and EU Cookie Law” means the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011;
- M. “User” / “Users” means any third party that accesses the SaaS Solution and is not employed by Azolve and acting in the course of their employment.

2. Privacy Policy

2.1. Scope. This Policy applies only to the actions of the Parties and Users with respect to this SaaS Solution. It does not extend to any websites that can be accessed from this SaaS Solution including, but not limited to, any links provided to social media websites and Customer / Star Club’s own website.

2.2. Data Collected. Without limitation, any of the following Data may be collected by the SaaS Solution from time to time:

- name;
- date of birth;
- gender;
- contact information such as email addresses and telephone numbers;
- demographic information such as post code, preferences and interests;
- Sensitive Personal Data and Special Categories Persona Data (information about race and ethnic origin, religious, health or sexuality);
- relevant qualification information;
- IP address (automatically collected);
- a list of URLs starting with a referring site, your activity on this SaaS Solution, and the site you exit to (automatically collected).

2.3. Use of Data.

2.3.1. Any personal Data submitted will be retained in the SaaS Solution indefinitely. The accuracy of personal Data is the responsibility of User, Customer and Star Club combined. Any requests for changes to personal Data or removal from the SaaS Solution must be made to Customer.

Note: By nature of the SaaS Solution, mandatory communications will be required from time to time. These are required for normal operation of the SaaS Solution (e.g. Payment Confirmation, Password Resets, Booking Confirmation, Renewal Reminders);

2.3.2. By signing up to the SaaS Solution you acknowledge that your Data will be accessible by Azolve, Customer and any linked Club Administrator(s);

2.3.3. Unless obliged or permitted by law to do so, and subject to Clause 2.4, your Data will not be disclosed to third parties with the exception of those in Clause 2.3.2;

2.3.4. All personal Data is stored securely in accordance with the principles of Data Protection Legislation. For more details on security see Clause 2.10;

2.3.5. Any or all of the above Data may be used for the following reasons:

- internal record keeping;
- improvement of products / services;
- transmission by email of promotional materials that may be of interest to you;
- contact for market research purposes which may be done using email, telephone, fax or mail. Such information may be used to customise or update the SaaS Solution.

2.4. Third Party Websites and Services.

2.4.1. Azolve may, from time to time, employ the services of other Parties for dealing with matters that may include, but are not limited to, payment processing, delivery of purchased items, search engine facilities, advertising, marketing, email and SMS. The providers of such services do not have access to certain personal Data provided by Users of this SaaS Solution but you acknowledge the sharing of information for the nature of the services provided.

2.4.2. Any Data used by such Parties is used only to the extent required by them to perform the services that Azolve requests. Any use for other purposes is strictly prohibited. Furthermore, any Data that is processed by third Parties shall be processed within the terms of this Policy and in accordance with Legislation.

2.5. Links to Other Websites. This SaaS Solution may, from time to time, provide links to other websites. Azolve has no control over such websites and is not responsible for their content. This Policy does not extend to your use of such websites. Users are advised to read the privacy policy or statement of other websites prior to using them.

2.6. Changes of Business Ownership and Control.

2.6.1. Azolve may, from time to time, expand or reduce its business and this may involve the sale and/or the transfer of control of all or part of Azolve. Data provided by Users will, where it is relevant to any part of the transferred business, be transferred along with that part and the new owner or newly controlling Party will, under the terms of this Policy, be permitted to use the Data for the purposes for which it was originally supplied to Azolve.

2.6.2. In the event that any Data submitted by Users is to be transferred in such a manner, you will be contacted in advance and informed of the changes. When contacted you will be given the choice to have your Data deleted or withheld from the new owner or controller.

2.7. Controlling Use of Your Data.

2.7.1. Wherever you are required to submit Data, you will be given options to restrict use of that Data. This may include the following:

2.7.2. use of Data for direct marketing purposes; and

2.7.3. sharing Data with third Parties.

2.8. Your Right to Withhold Information.

2.8.1. You may access the login page of the SaaS Solution without providing any Data at all. However, to use all features and functions available on the SaaS Solution you will be required to submit certain Data;

2.8.2. You may restrict your internet browser's use of Cookies. For more information see Clause 2.11.

2.9. Accessing your own Data. You have the right to ask for a copy of any of your personal Data held by Azolve.

2.10. Security.

2.10.1. Data security is of great importance and to protect your data, Azolve has put in place suitable physical, electronic and managerial procedures to safeguard and secure Data collected via this SaaS Solution;

2.10.2. Specifically, Azolve uses the following systems:

- Proactively monitoring core systems on a 24/7 basis with an enterprise class monitoring system;
- Secure and highly available network design using enterprise class Cisco equipment;
- Scheduled centralised patch management on all systems covering both operating systems and common applications and services;
- Protection against viruses, zero day, spyware, suspicious activity (HIPS) through the implementation of a dedicated end-point security threat management system;
- The data centre's internet provider also protects the data centre network against common network threats including denial of service attacks;
- Active, ongoing programme of risk management, security incident management and security audit programme as part of Azolve's Information Systems Management Systems (ISMS);
- Security conscious workforce, including an Information Security Manager role.

2.11. Cookies

2.11.1. This SaaS Solution may place and access certain first party Cookies on your computer. First party cookies are those placed directly by Azolve via this SaaS Solution and are used only by Azolve. Azolve uses Cookies to improve your experience of using the SaaS Solution and to improve its range of products and services.

2.11.2. By using this SaaS Solution you may receive certain third party Cookies on your computer. Third party cookies are those placed by websites and/or Parties other than Azolve. Third party cookies are used on this SaaS Solution for advertising services and are detailed in full below. These cookies are not integral to the services provided by the SaaS Solution.

2.11.3. All Cookies used by this SaaS Solution are used in accordance with current UK and EU Cookie Law.

2.11.4. Before any Cookies are placed on your computer, subject to 2.5 and 2.8, you will be presented with a popup requesting your consent to set those Cookies. By giving your consent to the placing of Cookies you are enabling Azolve to provide the best possible experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of the SaaS Solution may not function fully or as intended. You will be given the opportunity to allow only first party Cookies and block third party Cookies.

2.11.5. Certain features of the SaaS Solution depend upon Cookies to function. UK and EU Cookie Law deems these Cookies to be “strictly necessary”. These Cookies are shown below. Your consent will not be sought to place these Cookies. You may still block these cookies by changing your internet browser’s settings as detailed below.

2.11.6. The following first party Cookies may be placed on your computer:

Name of Cookie	Purpose	Strictly Necessary
None	Currently no first party cookies are used	N/A

and the following third party cookies may be placed on your computer:

Name of Cookie	Purpose	Strictly Necessary
_ga	Google	Used to distinguish users

2.11.7. This SaaS Solution uses analytics services provided by Google Analytics. Analytics refers to a set of tools used to collect and analyse usage statistics, enabling Azolve to better understand how Users use the SaaS Solution. This, in turn, enables Azolve to improve the SaaS Solution and the products and services offered through it. You do not have to allow Azolve to use these Cookies, as detailed below, however, whilst their use of them does not pose any risk to your privacy or your safe use of the SaaS Solution, it does enable Azolve to continually improve its service.

2.11.8. The analytics services used by this SaaS Solution use Cookies to gather the required information. Certain of these Cookies may be placed immediately when you decide to visit the SaaS Solution and it may not be possible to obtain your prior consent. You may remove these Cookies and prevent future use of them by following the steps set out below.

2.11.9. The analytics services used by this SaaS Solution use the following Cookies:

Name of Cookie	First / Third Party	Provider	Purpose
_ga	Third	Google	Used to distinguish users

2.11.10. You can choose to enable or disable Cookies in your internet browser. Most internet browsers also enable you to choose whether you wish to disable all cookies or only third party cookies. By default, most internet browsers accept Cookies, but this can be changed. For further details, please consult the help menu in your internet browser.

2.11.11. You can choose to delete Cookies at any time, however, you may lose any information that enables you to access the SaaS Solution more quickly and efficiently including, but not limited to personalisation settings.

2.11.12. It is recommended that you ensure your internet browser is up to date and that you consult the help and guidance provided by the developer of your internet browser if you are unsure about adjusting your privacy settings.

Changes to this Policy: Azolve has reserved the right to change this Policy as it deems necessary from time to time, or as may be required by law. Any changes will be immediately posted on the SaaS Solution and you are deemed to have accepted the terms of the Policy on your first use of the SaaS Solution following the alterations.