

Clinked G-Cloud Terms and Conditions

These G-Cloud Terms and Conditions (“G-Cloud Terms”) apply to all public sector customers purchasing the Clinked service through the UK Government G-Cloud framework.

These G-Cloud Terms consist of:

1. The **Clinked G-Cloud Public Sector Addendum** (Section A), and
2. The **Clinked Terms of Service** (Section B).

Order of precedence: If there is any conflict between the documents, the following order of precedence shall apply:

1. CCS G-Cloud Call-Off Contract and Order Form
2. Section A – Clinked G-Cloud Public Sector Addendum
3. Section B – Clinked Terms of Service

SECTION A – CLINKED G-CLOUD PUBLIC SECTOR ADDENDUM

1. Scope

This Addendum applies only to Customers purchasing the Service through the UK Government G-Cloud framework and forms part of the binding contract between the parties.

2. Term and Termination

2.1 The Service shall be provided for the term stated in the Call-Off Contract.

2.2 Either party may terminate the Call-Off Contract:

- for material breach not remedied within 30 days of written notice;

- immediately if the other party becomes insolvent; or
- as otherwise permitted under the G-Cloud Call-Off Contract.

2.3 The Supplier shall not suspend or terminate the Service without reasonable prior notice except where required to protect security, comply with law, or prevent material harm.

2.4 On termination, Customer shall be entitled to retrieve its data in accordance with Section 8.

3. Fees and Charges

3.1 Fees shall be as set out in the applicable Call-Off Contract.

3.2 Prices shall remain fixed for the duration of the Call-Off Contract unless otherwise agreed in writing.

3.3 No unilateral price increases shall apply during the Call-Off term.

4. Service Standard

4.1 The Supplier shall provide the Service with reasonable skill and care, in accordance with good industry practice.

4.2 The Supplier warrants that the Service will materially conform to the published service description during the Call-Off term.

5. Data Protection

5.1 Each party shall comply with UK GDPR and the Data Protection Act 2018.

5.2 The Clinked Data Processing Agreement (“DPA”) forms part of the contract and shall apply where the Supplier acts as a processor.

5.3 In the event of conflict between this Addendum and the DPA, the DPA shall take precedence in respect of personal data processing.

5.4 The Supplier shall notify the Customer without undue delay upon becoming aware of a personal data breach.

6. Information Assurance and Audit

6.1 The Supplier shall maintain appropriate technical and organisational measures to protect Customer data.

6.2 The Customer and authorised auditors may audit the Supplier's compliance with this Addendum, on reasonable notice.

6.3 The Supplier shall provide reasonable cooperation with audits required for regulatory or assurance purposes.

7. Freedom of Information

7.1 The Supplier acknowledges that the Customer is subject to the Freedom of Information Act 2000 and Environmental Information Regulations 2004.

7.2 The Supplier shall provide reasonable assistance to enable the Customer to comply with its statutory disclosure obligations.

8. Exit, Data Return and Deletion

8.1 Upon termination or expiry, the Customer may retrieve all Customer data in a commonly used electronic format for a minimum of 30 days.

8.2 Following confirmation of successful export, the Supplier shall securely delete Customer data within a reasonable period, unless legally required to retain it.

8.3 The Supplier shall provide reasonable exit assistance if requested under a Call-Off Contract.

9. Subcontracting

9.1 The Supplier may use subcontractors provided it remains fully liable for their acts and omissions.

9.2 The Supplier shall not materially change subprocessors in a way that reduces security or compliance.

10. Liability

10.1 Neither party excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of data protection

law, or any liability that cannot be excluded by law.

10.2 Subject to clause 10.1, each party's total aggregate liability shall be capped at 100% of the fees paid under the Call-Off Contract in the preceding 12 months, unless otherwise stated in the Call-Off Contract.

10.3 Liability caps shall not apply to data protection breaches or intellectual property infringement.

11. Insurance

The Supplier shall maintain appropriate insurance including professional indemnity and cyber liability where commercially reasonable.

12. Governing Law

This Addendum and the Call-Off Contract shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

SECTION B – Clinked Terms of Service

Last updated:
28 January 2026

[The full Clinked Terms of Service follow and apply except where overridden by Section A]

Welcome to Clinked, owned and operated by Rabbitsoft Ltd. ("**Rabbitsoft**").

By using the Clinked service ("**Service**") as a user ("**You**" or "**Your**"), you accept and agree to be bound by the following terms and conditions (the "**Terms of Service**"). Nothing in the Terms of Service should be construed to confer any rights to third-party beneficiaries. This agreement shall be governed by and construed in accordance with the laws of England and Wales.

1. Description of Service

The Clinked service enables you to create and maintain your own group and/or join and participate in existing groups. A “group” consists of World Wide Web (“Web”) based pages, files, tasks, events and discussions and membership list enabling groups of people to communicate, organise and share knowledge with one another through the Internet. Content for each group is stored by Rabbitsoft and made searchable and browsable on the Web subject to group permission settings. Unless explicitly stated otherwise, the Service may be modified or terminated at any time by Rabbitsoft for any reason, and without notice, without liability to you, any other user of the Service or any third party. Any new features that augment or enhance the current Service shall be subject to the Terms of Service.

2. Changes to Terms of Service

The Terms of Service of this service are subject to update by Rabbitsoft at any time with or without notice, and you can review the most current version of it online at any time.

3. Registration

When you register for the Service, you must provide true, accurate and complete registration information. As part of the registration process, you will be asked to select a username and password and you will be responsible for all activities occurring under your username and for keeping your password secure. To comply with the Children’s Online Privacy Protection, at this time Clinked is only available to users who are at least 13 years old. If you are under 13, you may not register to use the Clinked service.

Rabbitsoft reserves the right, in its absolute discretion, to withdraw or to modify this Free Trial Offer at any time without prior notice and with no liability. During your trial period, Clinked may send Transactional emails occasionally without the option to opt-out. These Transactional emails are a necessary requirement in order to keep you updated on our Service for the duration of your 10-day trial.

However, you may request to opt-out from our Marketing list(s) by using the opt-out link presented or by sending an email to info@clinked.com.

4. Payment and Access

Billing information and a credit card is not required to create or use a free account. A valid credit card and billing information are required for paid accounts. We will charge you a standard monthly or annual fee depending on your account type and payment option. The charges are non-refundable, unless otherwise noted. Should you upgrade or downgrade your account type, your credit card will be charged your new billing rate immediately. Your credit card will then be charged your new billing rate every 30 days thereafter unless you cancel your account. All fees are exclusive of all taxes or duties imposed by governing authorities. You alone are responsible for payment of all such taxes or duties.

Your Subscription Term will automatically renew monthly or yearly (depending on your subscription), unless you cancel your subscription before the renewal date or tell us that you don't want to renew at least 30 days before the renewal date.

5. Modifications to the Fees & Packages

Rabbitsoft reserves the right to change packages, add or remove features and change fees without notice.

6. Upgrade & Downgrade Policy

The following transition rules define how we bill you when you change packages. In all cases the quotas change immediately.

Smaller (or free) to Larger (period stays the same)

- Payment for next billing period taken immediately
- Pro-rata refund given for un-used quota on current package billing period (nothing in case of free)

Smaller monthly to Larger annually

- Payment for next billing period taken immediately
- Pro-rata refund given for un-used quota on current package billing period

Monthly to Annually (Package stays same)

- Payment for next billing period taken immediately
- Pro-rata refund given for un-used quota on current package billing period

Smaller annually to Larger monthly

- Payment for next billing period taken immediately
- No refund given

Larger to Smaller (or free) (period stays the same)

- New payment amount takes effect from next billing date (except in case of free)
- No refund given

Larger monthly to Smaller annually

- New payment amount takes effect from next billing date
- No refund given

Larger annually to Smaller monthly

- New payment amount takes effect from next billing date
- No refund given

Annually to Monthly (Package stays same)

- New payment amount takes effect from next billing date
- No refund given

7. Content

The content within the Service is protected by copyright in both the United Kingdom and elsewhere. This agreement shall be governed by and construed in accordance with the laws of England and Wales.

Your Responsibilities. You understand that all data, text, information, links and other content (collectively, “**Content**”), whether posted in public or restricted groups, is the sole responsibility of the person from which such Content originated. This means that you, and not Rabbitsoft, are entirely responsible for all Content that you publish, post, upload, distribute, disseminate or otherwise transmit (collectively, “**Post**”) via the Service. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Rabbitsoft be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content Posted via the Service. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You understand that the technical processing and transmission of the Service, including Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Group Administrator Rights and Responsibilities. If you administer a group you have additional capabilities and responsibilities in regard to the members and Content of a group. The administrator decides whether a group is restricted to certain members or accessible to the public generally, and the Administrator may change the access to the Group at any time. In restricted groups, the Administrator decides who may be a member of the group and can access and change the membership list in his or her sole discretion. A group Administrator may, at any time, transfer his or her ownership of a group to another Clinked user. In regard to Content, an Administrator shall be responsible for the maintenance and monitoring of the Content in the group, including deleting any group, Content or archived Content at any time and in his or her discretion.

Group Administrators Must Mark Sexually Explicit Content. If you create a Group containing sexually explicit Content that is not suitable for minors, you agree to mark the group as such. If your group contains Content that is sexually explicit and you do not mark the group appropriately, Rabbitsoft shall have the right to delete your group, including all group content.*Rabbitsoft’s Rights.* You acknowledge that Rabbitsoft does not pre-screen, control, edit or endorse Content made available through the Service and has no obligation to monitor

the Content Posted via the Service. If Rabbitsoft discovers Content that does not appear to conform to the Terms of Service, Rabbitsoft may investigate and determine in good faith and in its sole discretion whether to remove the Content. Rabbitsoft will have no liability or responsibility for performance or non-performance of such activities.

Content Removal – You understand that Rabbitsoft does not monitor or control the content of information Posted by others, and instead simply provides a service by allowing users to access information that has been made available.

8. Appropriate Conduct

You agree that you are responsible for your own conduct and communications while using the Service and for any consequences thereof. You agree to use the Service only to send and receive messages and material that are legal, proper and related to the particular group. By way of example, and not as a limitation, you agree that when using the Service, you will not:

- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- post any inappropriate, defamatory, infringing, obscene, or unlawful Content;
- post any Content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party (the “**Rights**”), unless you are the owner of the Rights or have the permission of the owner to Post such Content;
- post messages that promote pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by the Group owner.
- download any file Posted by another user of a Group that you know, or reasonably should know, that cannot be legally distributed in such manner;
- impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is Posted;
- restrict or inhibit any other user from using and enjoying the Service;
- use the Service for any illegal or unauthorised purpose;

- remove any copyright, trademark or other proprietary rights notices contained in or on the Service;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Service or collect information about users for any unauthorized purpose;
- submit Content that falsely expresses or implies that such Content is sponsored or endorsed by Rabbitsoft or Clinked;
- create user accounts by automated means or under false or fraudulent pretenses;
- promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual; or
- transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.

International users agree to comply with their own local rules regarding online conduct and acceptable content, including laws regulating the export of data to your country of residence. While Rabbitsoft prohibits such conduct and Content in connection with the Service, you understand and agree that you nonetheless may be exposed to such conduct and/or Content and that you use the Service at your own risk.

9. Proprietary Rights

Rabbitsoft's Rights – Rabbitsoft and its affiliates and licensors own and retain all rights in the Service, which contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorised by Rabbitsoft, you may not copy, modify, publish, transmit, distribute, perform, display or sell any of Rabbitsoft's proprietary information. "RABBITSOFT", the "RABBITSOFT" logo, the "CLINKED" logo and "Clinked" are trademarks of Rabbitsoft.

Your Rights – Rabbitsoft claims no ownership or control over any Content submitted, Posted or displayed by you on or through the Service. You or a third party licensor, as appropriate, retain all patent, trademark and copyright to any Content you submit, Post or display on or through the Service and you are

responsible for protecting those rights, as appropriate. By submitting, Posting or displaying Content on or through the Service, you grant Rabbitsoft a worldwide, non-exclusive, royalty-free license to reproduce, display, adapt, publish and distribute such Content on the Service solely for the purpose of providing the Service or any other Rabbitsoft Services to you or your users. This license terminates when such Content is deleted from the Service. Rabbitsoft reserves the right to syndicate Content submitted, Posted or displayed by you on or through the Service and use that Content in connection with other services offered by Rabbitsoft.

10. General Practices Regarding Use and Storage

You agree that Rabbitsoft has no responsibility or liability for the deletion or failure to store any Content maintained or Posted by or through the Service. You acknowledge that Rabbitsoft has set no fixed upper limit on the number of transmissions you may send or receive through the Service or the amount of storage space used; however, we retain the right, at our sole discretion, to create limits at any time with or without notice.

11. API Terms

You are granted a limited, non-sublicensable right to access the API, the Services and Data for the purpose of enabling you and your users authorized to access the Clinked Services via 3rd party software or website. Any use of the API, including the use of the API through a third-party software or website that accesses the Services, is subject to the terms of this agreement plus the following specific terms:

You agree that you are solely responsible for (and that Rabbitsoft has no responsibility to you or to any third party for) any services and/or products you provide or use through any 3rd party software.

You expressly understand and agree that Rabbitsoft shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Rabbitsoft has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.

You will not collect any users' personal information or data in a misleading, illegal, unauthorized or unfair way. Without limiting the generality of the foregoing, you will never collect, store or record passwords used by your users' to log-in to the Services. If your users need a separate password to use your software, you will generate a unique password and securely communicate it to your user. You agree that any 3rd party software shall be provided by you in compliance with all applicable laws and regulations (including without limitation those relating to the protection of privacy and the processing of personal data or traffic data). You will not use the API to create software that sends unsolicited communications (whether commercial or otherwise) to any third party.

Rabbitsoft reserve the right at any time to modify or discontinue, temporarily or permanently the API (or any part thereof). Where Rabbitsoft permanently discontinues the API, Rabbitsoft will continue to provide appropriate levels of support to ensure the continuance of the API which has just been replaced for a period not less than 6 months to be determined by Rabbitsoft, in our sole discretion.

Abuse or excessively frequent requests to the Services via the API may result in the temporary or permanent suspension of your account's access to the API. Rabbitsoft, in our sole discretion, will determine abuse or excessive usage of the API.

Rabbitsoft retains the right to the Services, including the API. In no way will you pass off, market or otherwise make representations that the Rabbitsoft brand, Services or Website is owned or otherwise connected with you. You shall not have any rights to use Clinked trademarks or logos, save for a limited right to display the "Powered by Clinked" button on the main screen of the software or website that uses the API, as can be seen on the Clinked website and Services. This button must be in the form of a URL that links directly back to <https://www.clinked.com>:

Rabbitsoft reserves the right to limit your access to the API or the number of calls your software can otherwise make to it, except solely as agreed in a separate written order.

Rabbitsoft reserve the right to make information about any software or website that uses the API available to our users on our Website and any other marketing collateral.

12. EU/EEA Data Processing

To the extent that Rabbitsoft processes any Personal Data that is subject to the General Data Protection Regulation (the “**GDPR**”), on your behalf, in the provision of the services hereunder, the terms of the [Clinked EU Data Processing Agreement](#) (the “**Data Processing Agreement**”), which are hereby incorporated by reference, shall apply.

If you are located in the European Union or the European Economic Area (EEA), the Standard Contractual Clauses adopted by the European Commission, attached to the Data Processing Agreement, with Rabbitsoft, which provide adequate safeguards with respect to the personal data processed by us under the Terms of Service and pursuant to the provisions of our Data Processing Agreement apply.

You acknowledge in all cases that Rabbitsoft acts as the data processor and you are the data controller under applicable data protection regulations in the European Union and European Economic Area. You will obtain and maintain any required consents necessary to permit the processing of Personal Data under the Terms of Service. If you are subject to the GDPR you understand that if you give an integration provider access to your Clinked account, you serve as the data controller of such information and the integration provider serves as the data processor for the purposes of those data laws and regulations that apply to you. In no case are such integration providers our sub-processors.

13. Links

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Rabbitsoft has no control over such sites and resources, you acknowledge and agree that Rabbitsoft is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content on or available from such sites or resources. You further acknowledge and agree that Rabbitsoft shall not be responsible or liable, directly or indirectly, for any damage or loss caused or

alleged to be caused by or in connection with use of or reliance on any such content available on or through any such site or resource.

14. Advertisements

Clinked may use advertisements within the product. As such, we display advertisements and promotions on the Service. The manner, mode and extent of advertising by Rabbitsoft on the Service are subject to change. You agree that Rabbitsoft shall not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings or as the result of the presence of such advertisers on the Service.

15. User Privacy

As a condition of using the Service, you agree to the terms of the Privacy Policy, as it may be changed from time to time. Rabbitsoft will provide you notice of any significant changes by placing a link on the Clinked page or by email.

You understand and agree that Rabbitsoft may access, preserve, and disclose your personal information and the contents of your account in order to provide the Service or if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to comply with legal process or protect the rights, property and/or safety of Rabbitsoft, its affiliates or the public.

Personal information collected by Rabbitsoft may be stored and processed in another country in which Rabbitsoft or its agents maintain facilities. By using the Service, you consent to any such transfer of information outside of your country. You can learn more about this in our [Privacy Policy](#).

16. Disclaimer of Warranties

Rabbitsoft and its affiliates, licensors, partners, suppliers, consultants and agents ("**Rabbitsoft Entities**") disclaim any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or Content displayed on the Service. The Rabbitsoft Entities disclaim any and all responsibility and liability for your conduct and for the conduct of others using the Service. THE SERVICE, AND ALL CONTENT,

INFORMATION (INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR CONTENT OBTAINED OR ACCESSED THROUGH THE SERVICE), PRODUCTS AND SERVICES INCLUDED THEREIN ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. THE RABBITSOFT ENTITIES EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

YOU AGREE THAT YOUR USE OF THE SERVICES ARE ENTIRELY AT YOUR OWN RISK.

17. Hold Harmless and Indemnity

You agree to hold harmless and indemnify Rabbitsoft from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and legal fees, of every kind and nature. In such a case, Rabbitsoft will provide you with written notice of such claim, suit or action.

18. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL RABBITSOFT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE SERVICE, WHETHER OR NOT RABBITSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH LIMITATION OF LIABILITY SHALL APPLY (I) WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICE, FROM INABILITY TO USE THE SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), AND (II) NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. UNDER NO CIRCUMSTANCES SHALL RABBITSOFT BE LIABLE TO YOU FOR ANY AMOUNT EXCEEDING ONE THOUSAND POUNDS (£1000.00).

19. Term and Termination

These Terms of Service will apply to your use of the Service. You may terminate your use of the Service immediately at any time, for any reason, by contacting Rabbitsoft. We may terminate your use of the Service immediately at any time,

for any reason, and at such time you will have no right to use the Service. Our proprietary rights, disclaimer of warranties, indemnities, limitations of liability and miscellaneous provisions shall survive any such termination.

20. Notices

Rabbitsoft may provide you with notices regarding the Service or these Terms of Service by email or postings to this Website or on the Service.

21. Miscellaneous Provisions

These Terms of Service shall be governed by and construed in accordance with the laws of England and Wales, without giving effect to its conflict of laws provisions or your actual country of residence. The parties agree to submit to the personal and exclusive jurisdiction of the courts located in the United Kingdom. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms of Service to be unenforceable, the remainder of the Terms of Service will continue in full force and effect.

You shall not assign these Terms of Service or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without our prior written consent. Any such purported assignment or delegation will be null and void and of no force or effect.

Without limiting the foregoing, under no circumstances shall Rabbitsoft be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

These Terms of Service constitute the entire agreement between you and Rabbitsoft with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral,

regarding such subject matter. Any waiver of any provision of the Terms of Service by a party will be effective only if in writing and signed by a party.

I have read, understand and accept this Terms of Service and Clinked Privacy Policy. I am authorised to enter into this binding legal contract for the company or organisation purchasing the subscription. By purchasing a subscription, I agree that Clinked is authorised to charge me for all fees due during the Subscription Term and any renewal term.