



Link Maker Systems Ltd

Terms of Usage

Oct 2025

Link Maker Systems

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www.linkmaker.co.uk

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User Terms

To use our site, you must have completed our registration process, which you can find on the [registration page](#). While you are free to browse our site, if you want to register to use our services you must be either be:

- An employee or representative of an organisation licensed to provide adoption or children's social care services (such as a local authority, an adoption agency, or an independent fostering provider, each of which we refer to as an "Organisation")
- An individual registered with one of those Organisations for you to adopt or foster a child or as a user working on behalf of the relevant Organisation. We will refer to an individual as "you" or "your", or
- An individual user of the Link Maker Community Support Network which consists of Agency areas managed by individual Organisations, Q&A or our foster carer support network.

These terms (together with the documents referred to in it) tell you the terms of use on which you may make use of the "Link Maker" site (www.linkmaker.co.uk) (our site) or communicate with us in relation to our site or our services, whether as a guest or a registered user. "Use" of our site or services includes accessing, browsing, registering to use, uploading content to, or downloading content from, our site or communicating with us or other users via our site.

These terms apply where:

- You are generally browsing our site.
- You are registering to use our site.
- You are registered with an Organisation licensed to provide adoption or children's social care services and are using our site as part of that Organisation's adoption and commissioning services to look to adopt or foster a child.
- You are an employee or representative of an Organisation using our site as part of that Organisation's adoption and commissioning services acting on behalf of an adopter or care placement.
- You are an employee or representative of an Organisation using our site as part of that Organisation's adoption and commissioning services acting on behalf of a child being placed for adoption or in care.
- You are using the Link Maker Community Support Networks

Please read these terms carefully before you start to use our site or services.

By using our site or services, you confirm that you accept these terms and that you agree to comply with them.

If you do not agree to these terms, you must not use our site or our services.

Other applicable terms

These terms refer to the following additional terms, which also apply to your use of our site and form part of these terms.

- Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect or is provided to us in relation to our services and operation of our site.
- Our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our [Cookie Policy](#), which sets out information about the cookies on our site.

Application of our Organisation Terms and Local Agreements:

- If you are an employee or representative of an Organisation or you are registered with an Organisation, your Organisation and you use of our site, will be subject to certain additional contractual terms, which will either be:
 - our [Organisation Terms](#); or
 - some of our customers have agreed specific terms, which we call a "Local Agreement".
- Your Organisation should make you aware of the terms of such Organisation Terms or Local Agreement because they will apply to your use of the Link Maker site and services.
- If you are an employee, representative, or registered user of an Organisation which has a Local Agreement, your use of our site or services will not result in the Local Agreement being amended or replaced with these terms for that Organisation (but wherever these terms place responsibility on individual users, those responsibilities will still apply unless these terms say otherwise).
- To the extent that there is any conflict or inconsistency between the provisions of these terms and any Local Agreement your Organisation may have in place, the provisions of the Local Agreement will prevail as between us.
- Where any Local Agreement provides for termination of the agreement reflected in these terms, that will apply to these terms, in respect of the relevant Organisation and us, as if incorporated into these terms.

Information about us

The "Link Maker" site is operated by Link Maker Systems Limited ("we", "us" or "our"). We are a limited company, registered in England and Wales under company number 08472919 and have our registered office at Alpha House, 159 High Street, Barnet, Hertfordshire EN5 5SU. Our VAT number is 178 6941 51.

Changes to these terms

We may revise these terms at any time by amending this page. We will notify any registered users of any changes to these terms via an announcement on your personalised home page.

Please check this page from time to time to take notice of any changes we have made, as they are binding on you.

Changes to our site and services

We may update our site and our services from time to time and may change the way that the Link Maker site works, and the content of our site at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. Where we have been informed that any non-user-submitted content on our site is out of date, we will endeavour to update it within a reasonable time.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

Accessing our site

Our site is made available for users to explore our site and receive updates.

We do not guarantee that our site or services, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue, or change all or any part of our site or services without notice. We will not be liable to you if for any reason our site or services are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our sites and services.

You are also responsible for all persons who access our sites and services using your log-in details or via your computer or device. You must ensure such users are aware of these terms and other applicable policies and ensure that they comply with them.

Registration

To register to use our site and services as an individual, you must first be registered with an Organisation.

You must be over 18 years of age.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

You warrant that all details you provide to us when registering are true, accurate, up to date and complete and that you shall inform us immediately if any information changes.

During the registration process you will generate a password and user identification code, which you will use with your username to log in. Unless you are registering as a family, each individual user must be registered to use our site and services. Users must not share their registration and log-in details. If you are registering as a family, the individual completing the registration acts on behalf of, and is responsible for, all members of that family.

We may terminate your registration at any time at our complete discretion, especially if you are in breach of these terms. If we terminate or suspend your registration, you may not re-register with us without our written consent. This provision does not add to our rights to terminate any Local Agreement or the registration of any Organisation that is subject to a Local Agreement.

Your account and password

If you choose, or you are provided with, a username, password, PIN, or any other piece of information as part of our registration and security procedures, you must treat such information as confidential. You must not disclose it to any colleagues, or any other third party without our prior written consent.

We have the right to disable any user account, at any time, if in our reasonable opinion we believe:

- your account has been accessed by someone else;
- you have provided misleading or fraudulent information to register; or
- you have committed a breach of these terms and our [acceptable use policy](#).

Your account can be re-activated by contacting support@linkmaker.co.uk but we reserve the right to refuse to re-activate your account for the reasons set out above.

If you know or suspect that anyone other than you are making unauthorised use of your account or knows your PIN, username or password, you must promptly notify us at support@linkmaker.co.uk.

You are responsible for all activities that occur on your account or while using your registered details.

Intellectual property rights

Except where otherwise stated in these terms or our site, we are the owner or the licensee of all intellectual property rights in our site, in the material published on it, or provided to you as part of our services. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Except where any page on our site indicates that you may print off content (where indicated by a "Print" button), you must not print off any page or content from our site. Where any page or content can be printed, you may print off one copy (or, if reasonable for ordinary business purposes, more than one but no more than is strictly necessary), and may download extracts, of such page(s) from our site for your personal use or ordinary business use. Any such physical copies in excess of the single copy must be securely destroyed as soon as they cease to be strictly necessary. You may draw the attention of others within your Organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, unless reasonable for ordinary business purposes (in which case no such modification will affect the ownership of any intellectual property rights in the underlying material), or remove any copyright or trademark notices, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You must not reverse engineer, decompile, copy, or adapt any software or other code or scripts that form part of our site. You must not reproduce, copy, or re-distribute the design or layout of the site, individual elements of the site, design or logos, including the logos "Link Maker" or "Link Maker Systems".

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not distribute, copy, publish, replicate, transmit, publicly display, or use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, or download any part of our site in breach of these terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No reliance on information

The content on our site, together with any guidance given by us, or by other users of the site, is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information we publish on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

Limitation of our liability

Nothing in these terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to our site or any content on it, and our services, whether express or implied.

We will not be liable to any Organisation or user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site or our services; or
- unavailability of our site or the information it contains; or
- use of or reliance on any content displayed on our site or provided by us as part of our services; or
- loss of your data or loss of access to your data (which shall apply in the context that our service is not a back-up service, and you should take all necessary steps to maintain your own copy of your data).

If you are an individual using our Services on your own behalf and not as an employee or representative of an Organisation, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content and/or security of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Use of content on our adoption and commissioning services

You may only use the information provided via our Link Maker adoption and commissioning services for the purposes of finding placements or storing information for children, adopters, and care providers, or as otherwise agreed in writing with us, and with any relevant individual to which that information relates. You must comply with our [Acceptable Use Policy](#). Where you use data which has been provided by another user via our Link Maker adoption and commissioning services, you must maintain that information as confidential and not disclose it to any third party without the prior written consent of the Organisation or individual that posted that information to our site. When you store, record, download or print or otherwise use data for your own purposes which you have obtained from our site which has been provided by another user, you may become the "controller" in relation to any personal data which forms part of that information – and you must consider your responsibilities in handling that personal data in relation to each relevant individual identified in that information.

The information you access via our site may only be shared with other individuals involved in the care or placement of a child on a need-to-know basis. For example, an adopter or foster carer must only share information with staff from their registered Organisation, they are not permitted to share that information with extended family or friends.

If your Organisation has agreed to transfer a case file to another Organisation, then you may instruct us to transfer that case file on your behalf using the Transfer case process, which can be found in the admin menu for users with manager permissions. On completion of that process, the new Organisation will be responsible for the case file, and all related activity data, and that Organisation will become the new controller in relation to any personal data contained in that case file. You must not transfer a case file to another Organisation unless you have all relevant approvals, consents and authorisations to make that transfer, and that Organisation has all relevant approvals, consents and authorisations to receive access to that file.

Where your Organisation is not a controller for the purposes of applicable data protection legislation, for example where you simply view the information but do not store, record, download, print or otherwise use that information for your Organisation's own purposes, then your Organisation may process such personal data as a processor acting on behalf of the user which uploaded that content. You and your Organisation must comply with our [Privacy Policy](#) and you are likely to be under direct obligations (including around use of that user's personal data) with that user, which you must ensure you are aware of and comply with.

Use of information on our Community support networks

You may only use the information provided via the community support networks for your own personal information purposes, or as otherwise agreed in writing with us, and with any relevant individual to which that information relates. You must comply with our [Acceptable Use Policy](#).

Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our [Acceptable Use Policy](#).

You warrant that any such contribution does comply with those standards.

Uploading content to Link Maker adoption and commissioning services

Any content you upload to the Link Maker adoption and commissioning service will be considered confidential and proprietary to you or to the individuals you represent. You retain all of your ownership rights in your content, subject to the licence set out below.

By uploading information (including personal data, any special categories of personal data, or any criminal offence data) about children, or adopting or fostering parents to our site, you warrant that you have the requisite legal authority to publish or advertise that information via the site, and for use in relation to our adoption and commissioning services.

Children within the same family can only be listed with the consent of the placing Organisation. In the event of such consent being withdrawn for any reason, we shall remove family profiles as soon as practical.

We also have the right to disclose your identity, where permitted by law, to any third party who is claiming that any content posted or uploaded by you to our site constitutes a potential offence or a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove (in whole or in part) any posting you make on our site if, in our reasonable opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).

The views expressed by other users on our site do not represent our views or values.

You are solely responsible for securing and backing up your content.

Uploading content to the community support network

Individual organisations will monitor and moderate the information posted on the Agency areas forums and message boards. They will flag inappropriate content or behaviour to Link Maker and may request that information you have uploaded be removed or edited. They may also do this directly themselves. Link Maker monitor and moderate the information posted on the Q&A. Your behaviour may lead to the suspension of your ability to access the community support network and / or your Link Maker account.

You control the information that you upload to the community support network. You accept that, by doing so, that information will be shared with all other members of the community support network.

You retain all of your ownership rights in your content, subject to the licence set out below.

By uploading information (including personal data, any special categories of personal data, and any criminal offence data) about yourself, your children, or adopting or fostering parents to the community support network, you warrant that you have the requisite legal authority to publish that information via the community support network, and the subsequent sharing with other members of the community support network.

We also have the right to disclose your identity, where permitted by law, to any third party who is claiming that any content posted or uploaded by you to our site constitutes a potential offence or a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove (in whole or in part) any posting you make on the community support network if, in our reasonable opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).

The views expressed by other users on our site do not represent our views or values.

You are solely responsible for securing and backing up your content.

Link Maker Systems as a processor of your personal data

We will act as a processor in relation to any personal data in any of the content uploaded to the Link Maker adoption and commissioning services by you, your Organisation, the users which are registered with your Organisation, or provided to us in relation to our provision of the Link Maker adoption and commissioning services to Organisations. Our obligations as a processor are set out in the agreement between us and the Organisation with which you are registered, or who you represent (see [Organisation Terms](#)).

How long will Link Maker keep data?

- You may access and export your data on our site for as long as you are a registered user of the site.
- At the request of the relevant individual's Organisation, case data or any other information uploaded to our site, can be deleted at any time. Data is marked for deletion on request and is no longer available in the application. Fourteen days after the data is anonymised in accordance with the 'Anonymisation Code of Practice' issued by the ICO. This anonymised data is held by us for statistical purposes.
- You may mark any of your own cases as 'inactive'. We regularly check if cases are being actively used on our site. If there has been no activity on a case for 3 months, and no confirmation from you that your case is still active, then the case is marked as 'inactive'.
- An inactive case is deleted if there has been no activity against the case for three years (or the Organisation's selected data retention period if different). If the Customers' licence has expired, inactive cases are deleted after 3 months. Such data is marked for deletion and no longer available in the application. Fourteen days after the data is anonymised in accordance with the 'Anonymisation Code of Practice' issued by the ICO. This anonymised data is held by Link Maker for statistical purposes.
- A user record is deleted at the request of the user, or if the user has not logged on for 3 years.

Rights you license

By using our site, users license us to use the content they upload to our site, including child profiles and other personal data, for the provision of the Link Maker adoption and commissioning services including makes such content and sensitive content available to user of our services for such purpose.

By using the community support network, members license Link Maker to use the content they upload to the community support network, including personal data, for Link Maker to manage the community support network and for Link Maker to make such content available to the members of the community support network.

We can accept no liability or responsibility for any misuse of any content or sensitive content licensed for access and use as described above.

Our licence to you

By using our site and subscribing to a service which involves the uploading and use of sensitive content onto our site, users are granted the following licences:

- a licence for you as a registered user of our site to access and use content and sensitive content for the purpose of performing child adoption and fostering services for the Organisation for which you represent.
- a licence for the users and third parties specified in writing by a placing Organisation to access and use content and sensitive content to share and disclose such content to other users so specified.

Viruses

We do not guarantee that our sites will be secure or free from bugs or viruses and we are not responsible for bugs, viruses or other harmful files transmitted with or as part of this site.

You are responsible for configuring your information technology, computer programmes and platform in order to access our sites. You should use your own virus protection software.

You must not misuse our sites by knowingly introducing to or via our site viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access (or to allow an unauthorised third party to gain access) to our sites, the server on which our site is stored, or any server, computer or database connected to our sites. You must not attack our sites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our sites will cease immediately.

Linking to our site

Legitimate organisations are encouraged to link to our sites. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not publish any HTML link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. Where such a relationship does exist, you may publish an HTML link with our prior written consent.

You must not establish a link to our sites in any website that is not owned by you.

Our sites must not be framed on any other site (nor may you create a link to any part of our sites other than the home page).

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).

If you wish to make any use of content on our sites other than that set out above, please contact support@linkmaker.co.uk.

We do not provide reciprocal links.

Third party links and resources on our sites

Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources. If you provide data and personal data to those sites, that personal data will be governed by the third-party site's terms and conditions, and privacy policy.

Applicable law

If you are a consumer, please note that these terms, its subject matter, and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are an employee or representative of an Organisation or any other business which uses our site or services, these terms, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Trademarks

"Adoption Link" is a UK registered trademark of Link Maker Systems Limited.

"Link Maker" is a UK registered trademark of Link Maker Systems Limited.

Letter Swap User Terms

To use Letter Swap and the Letter Swap site, you must have completed the Letter Swap registration process, which you can find [here](#). While you are free to browse our site, if you want to register to use Letter Swap you must be either be:

- An employee or representative of an organisation licensed to provide adoption or children's social care services (such as a local authority, an adoption agency, or an independent fostering provider, each of which we refer to as an **"Organisation"**). We refer to these individuals as "practitioners";
- Individuals or members of a family who have been invited via Letter Swap by an Organisation to maintain contact with the Birth Family of an adopted child or a child in the care of the Organisation (just for ease of reference, we call these individuals the **"Adoptive Family"**).
- Individuals who have been invited via Letter Swap by an Organisation to maintain contact with an adopted child or a child in care of the Organisation (just for ease of reference, we call these individuals the **"Birth Family"**).

If you are a parent or guardian of a person under the age of 18 who is using Letter Swap or our site, you accept that you are responsible for the use by that person in accordance with these terms.

These terms (together with the documents referred to in it) tell you the terms of use on which you may use the "Letter Swap" service or the "SaMC" service via our site (www.letterswap.co.uk) (our site) or communicate with Link Maker in relation to Letter Swap, SaMC, or our site as a registered user. "Use" of Letter Swap, SaMC, or our site includes communicating with others via Letter Swap, accessing, browsing, registering to use, uploading content to, or downloading content from, our site.

Link Maker hosts a service called Safe and Meaningful Contact Guidelines (the **"SaMC"**) available through the Letter Swap site. You can find more information on the SaMC [here](#). SaMC is provided by Psychological Minds Ltd, who is an independent organisation. Use of SaMC is subject to the applicable terms set out below, and the SaMC licence terms provided by Psychological Minds to your organisation.

Link Maker offers other services to Organisations, practitioners, adopters, and foster carers, and to users of our community support network. These are subject to different terms of use and privacy policy. To find out more, visit our site [here](#).

These Letter Swap user terms apply where:

- You are generally browsing our site.
- You are registering to use Letter Swap.
- You are using Letter Swap or SaMC as a practitioner.
- You are using Letter Swap as a member of an Adoptive Family.
- You are using Letter Swap as a member of a Birth Family.

Please read these terms carefully before you start to use Letter Swap, SaMC, or our site.

By using Letter Swap, SaMC, or our site, you confirm that you accept these terms and that you agree to comply with them.



If you do not agree to these terms, you must not use Letter Swap, SaMC, or our site.

Other applicable terms

These terms refer to the following additional terms, which also apply to your use of Letter Swap, SaMC, and our site and form part of these terms.

- Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect or is provided to us in relation to Letter Swap, SaMC, and operation of our site.
- Our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of Letter Swap, SaMC, our other services, and our sites. When using Letter Swap, SaMC, and our site, you must comply with this Acceptable Use Policy.
- Our [Cookie Policy](#), which sets out information about the cookies on our site.

Your communications should be made in accordance with any contact agreement, or other arrangement, in place between the Adoptive Family and the Birth Family. Link Maker may suspend or cancel your access to Letter Swap, or SaMC, if we have reason to believe you, or anyone you share information obtained via Letter Swap or SaMC with, has breached any such contact agreement.

Application of our Organisation Terms and Local Agreements:

- If you are a practitioner, your registered Organisation, and your use of Letter Swap, SaMC, and our site, will be subject to certain additional contractual terms, which will either be:
 - our [Organisation Terms](#); or
 - some of our customers have agreed specific terms, which we call a "Local Agreement".
- Your Organisation should make you aware of the terms of such Organisation Terms or Local Agreement because they will apply to your use of Letter Swap, and SaMC.
- If you are practitioner of an Organisation which has a Local Agreement, your use of Letter Swap or SaMC will not result in the Local Agreement being amended or replaced with these terms for that Organisation (but wherever these terms place responsibility on individual users, those responsibilities will still apply unless these terms say otherwise).
- To the extent that there is any conflict or inconsistency between the provisions of these terms and any Local Agreement your Organisation may have in place, the provisions of the Local Agreement will prevail as between us.
- Where any Local Agreement provides for termination of the agreement reflected in these terms, that will apply to these terms, in respect of the relevant Organisation and us, as if incorporated into these terms.

Information about us

Letter Swap and our site is operated by Link Maker Systems Limited ("we", "us" or "our"). We are a limited company, registered in England and Wales under company number 08472919 and have our registered office at **C/O Gateley Legal, 98, King Street, Manchester, England, M2 4WU**. Our VAT number is 178 6941 51.

SaMC is hosted on our site, but it is owned and operated by Psychological Minds Ltd ("**Psychological Minds**"), company number SC444976 and registered office Kilspindie House 38 Market Street, Market Street, Haddington, East Lothian, Scotland, EH41 3JE.

Changes to these terms

We may revise these terms at any time by amending this page. We will notify any registered users of any changes to these terms via an announcement on your personalised home page or directly via email.

Please check this page from time to time to take notice of any changes we have made, as they are binding on you.

Changes to Letter Swap, SaMC, and our site

We may update Letter Swap, SaMC and our site from time to time and may change the way that Letter Swap or SaMC works, and the content of our site at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. Where we have been informed that any non-user-submitted content on our site is out of date, we will endeavour to update it within a reasonable time.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

Accessing Letter Swap, SaMC and our site

Our site is made available for users to explore our site and receive updates.

We do not guarantee that Letter Swap, SaMC, or our site, or any content on our site, will always be available or be uninterrupted. Access to Letter Swap, SaMC, and our site is permitted on a temporary basis. We may suspend, withdraw, discontinue, or change all or any part of Letter Swap, SaMC, or our site without notice. We will not be liable to you if for any reason Letter Swap, SaMC, or our site are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to Letter Swap, SaMC, and our site.

You are also responsible for all persons who access Letter Swap, SaMC, and our site using your log-in details or via your computer or device. You must ensure such users are aware of these terms and other applicable policies and ensure that they comply with them.

Registration

To register to use Letter Swap and our site as an individual, you must first be invited to register by an Organisation, or be a practitioner registered with an Organisation.

You must register in order to use Letter Swap and some features require payment by your Organisation. You can only use SaMC on our site if you are a practitioner and your Organisation is authorised to use SaMC.

You must be over 18 years of age or have the approval of a parent or guardian.

If you are a parent or guardian of a person under the age of 18 who is using Letter Swap or our site, you accept that you are responsible for the use by that person in accordance with these terms.

Letter Swap, SaMC, and our site is directed to people residing in the United Kingdom. We do not represent that content available on or through Letter Swap, SaMC, or our site is appropriate for use or available in other locations.

You warrant that all details you provide to us when registering are true, accurate, up to date and complete and that you shall inform us immediately if any information changes.

During the registration process you will generate a password and PIN, which you will use with your username to log in. Unless you are registering as a Birth Family or Adoptive Family, each individual user must be registered to use Letter Swap and our site. Users must not share their registration and log-in details. If you are registering as a Birth Family or Adoptive Family, the individual completing the registration acts on behalf of, and is responsible for, all members of that family.

We may terminate your registration at any time at our complete discretion, especially if you are in breach of these terms, or if you are a practitioner and you are no longer registered with an Organisation. If we terminate or suspend your registration, you may not re-register with us without our written consent. This provision does not add to our rights to terminate any Local Agreement or the registration of any Organisation that is subject to a Local Agreement.

Your account and password

If you choose, or you are provided with, a username, password, PIN or any other piece of information as part of our registration and security procedures, you must treat such information as confidential. You must not disclose it to any colleagues, or any other third party without our prior written consent.

We have the right to disable any user account, at any time, if in our reasonable opinion we believe:

- your account has been accessed by someone else;
- you have provided misleading or fraudulent information to register; or
- you have committed a breach of these terms, or our [Acceptable use policy](#); or
- you work for an organisation and have not logged into your account for 6 months Your account can be re-activated by contacting support@linkmaker.co.uk but we reserve the right to refuse to re-activate your account for the reasons set out above.

If you know or suspect that anyone other than you are making unauthorised use of your account or knows your PIN, username or password, you must promptly notify us at support@linkmaker.co.uk.

You are responsible for all activities that occur on your account or while using your registered details.

Intellectual property rights

Except where otherwise stated in these terms or our site, we are the owner or the licensee of all intellectual property rights in Letter Swap, our site, in the material published on it, or provided to you as part of our services. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

SaMC is owned by Psychological Minds and your use is subject to the SaMC Training Terms and Conditions provided to you when you use SaMC.

Except where any page within Letter Swap, SaMC, or on our site indicates that you may print off/download content (where indicated by a "Print" or "download" button), you must not print off/download any page or content from Letter Swap or our site. You can print off / download a copy of your SaMC report using the print function on the SaMC page on our site.

You must not reverse engineer, decompile, copy or adapt any software or other code or scripts that form part of our site. You must not reproduce, copy or re-distribute the design or layout of the site, individual elements of Letter Swap, SaMC or the site, design or logos, including the logos "Letter Swap", "Link Maker" or "Link Maker Systems".

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not distribute, copy, publish, replicate, transmit, publicly display or use any part of the content of Letter Swap, SaMC, or of our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, or download any part of Letter Swap, SaMC, or our site in breach of these terms, your right to use Letter Swap, SaMC, and our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No reliance on information

Communications exchanged by users via Letter Swap are published by those users, and not by Link Maker. Link Maker does not vet or review any communications exchanged via Letter Swap. Link Maker accepts no liability for the content of any communications exchanged via Letter Swap.

If you have any concerns about the content of any information exchanged via Letter Swap you must contact the organisation you are registered with.

The content on our site, together with any guidance given by us, or by other users of the site, is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

The content of any report provided using SaMC, is provided for guidance only, and Link Maker takes no responsibility for any actions that are taken as a result of the guidance provided. It is not intended to amount to specific advice on which you as a practitioner should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the guidance provided using SaMC.

Although we make reasonable efforts to update the information we publish on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete, or up to date.

Limitation of our liability

Nothing in these terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to our site or any content on it, and our services, whether express or implied.

We will not be liable to any Organisation or user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, Letter Swap, SaMC, or our site; or
- unavailability of Letter Swap, SaMC or our site or the information it contains; or
- the content of communications exchanged via Letter Swap or exchanged as a result of using Letter Swap or SaMC;
- use of or reliance on any content displayed on our site or provided by us as part of Letter Swap or SaMC; or
- loss of your data or loss of access to your data (Letter Swap and SaMC is not a back-up service and you should take all necessary steps to maintain your own copy of your data).

If you are an individual using Letter Swap, or SaMC, on your own behalf and not as an employee or representative of an Organisation, please note that we only provide Letter Swap and our site for domestic and private use. You agree not to use Letter Swap and our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Letter Swap, SaMC, or our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content and/or security of websites linked on our site, or via SaMC. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Sending communications via Letter Swap and use of content on Letter Swap

You may only use Letter Swap for the purposes of facilitating communication between adopted or fostered children and their Adoptive Family, and their Birth Family.

You must comply with our [Acceptable Use Policy](#).

Letter Swap allows Adoptive Families to securely manage exchange of communications between Birth Families of adopted children or children in care.

The organisation you are registered with can view your communications. This is to ensure the efficient operation of the contact agreement. Except for this, users can control who sees those communications.

Any communication or content you send via Letter Swap will be considered confidential and proprietary to you or to the individuals you represent. You retain all of your ownership rights in your content, subject to the licence set out below.

By sending information (including personal data, any special categories of personal data, or any criminal offence data) about yourself, children, adopting or fostering parents, or any other individuals via Letter Swap, you warrant that you have the requisite legal authority to publish that information via Letter Swap for the purposes of facilitating communication between adopted or fostered children and their Birth Family.

We also have the right to disclose your identity, where permitted by law, to any third party who is claiming that information you have sent via Letter Swap constitutes a potential offence or a violation of their rights, including their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any information exchanged by users via Letter Swap.

You are solely responsible for securing and backing up your communications.

Monitoring and Moderation by Organisations

Please note that some Organisations may monitor and moderate the information exchanged via Letter Swap to ensure that communications are appropriate. Those Organisations may ask Link Maker to remove communications from Letter Swap and / or ask Link Maker to suspend access to Letter Swap. They may also do this directly themselves. Your behaviour may lead to the suspension of your ability to access Letter Swap and / or your Letter Swap account.

You control the information that you send via Letter Swap. You accept that, by doing so, that information will be shared with whoever you send the information to, and whoever they may share that information with, including their family and their representatives such as their social workers, etc.

Link Maker Systems as a processor of your personal data

We will act as a processor on behalf of the relevant Organisation with which you are registered, in relation to any personal data in any of the communications sent via Letter Swap by you or any member of an Adoptive Family or Birth Family, your Organisation, and the users which are registered with your Organisation. Our obligations as a processor are set out in the agreement between us and the Organisation with which you are registered, or who you represent (see [Organisation Terms](#)).

How long will Link Maker keep data on Letter Swap?

- You may access and export your data on Letter Swap for as long as you are a registered user of Letter Swap, and the case is maintained by an Organisation that continues to have a licence to use Letter Swap.
- Organisations can delete case data including communication data at any time. Registered users of Letter Swap who have access to communication data within that case will be notified via email and have 14 days to download any information.
- Users can request that communication data is deleted provided that the recipients have not seen the communication. This is for instances where communication may have been sent in error. The content within the communication will be deleted but the record of communication will remain.
- 3 months after your organisation's licence has expired, its cases will be marked for deletion. Registered users of Letter Swap who have access to communication data within that case will be notified via email and have 14 days to download any information.
- A user record is deleted at the request of the user.

How long will data be kept on SaMC?

- Any data that is added by a practitioner to SaMC for the purposes of creating a report is kept on our Letter Swap server only within the user's temporary session. This data is

deleted when the report is printed or after two hours of inactivity in your user's session..
No data is retained on LinkMaker's system following the end of the session.

- Usage data (user identifier, and the number of times a user completes and prints a form) is collected to confirm that the user has a licence to use SaMC.

Rights you license

By using Letter Swap, and our site, users license us to use the content they upload via Letter Swap only as necessary to facilitate the exchange of communications between adopted or fostered children and their birth parents for the duration that the recipients are registered users of Letter Swap.

By using SaMC, a user's organisation licences us to store the content their practitioner uploads to SaMC only as necessary to facilitate the hosting of such content on the Letter Swap servers, for the purposes of producing the SaMC report, and only for the duration that the practitioner's browsing session continues.

We can accept no liability or responsibility for any misuse of any content or sensitive content licensed for access and use as described above.

Our licence to you

By using Letter Swap and our site registered users are granted a licence to access and use content and sensitive content for the purpose of exchanging communications between adopted or fostered children and their Birth Families.

Viruses

We do not guarantee that Letter Swap, SaMC, or our site will be secure or free from bugs or viruses and we are not responsible for bugs, viruses or other harmful files transmitted with or as part of Letter Swap, SaMC, or this site.

You are responsible for configuring your information technology, computer programmes and platform in order to access Letter Swap, SaMC and our site. You should use your own virus protection software.

You must not misuse Letter Swap, SaMC, or our site by knowingly introducing to or via Letter Swap, SaMC, or our site viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access (or to allow an unauthorised third party to gain access) to Letter Swap or our site, the server on which Letter Swap, SaMC, or our site is stored, or any server, computer or database connected to Letter Swap, SaMC, or our site. You must not attack Letter Swap, SaMC, or our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Letter Swap, SaMC, or our site will cease immediately.

Linking to our site

Legitimate organisations are encouraged to link to our site. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not publish any HTML link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. Where such a relationship does exist, you may publish an HTML link with our prior written consent.



You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site (nor may you create a link to any part of our sites other than the home page).

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).

If you wish to make any use of content on our site other than that set out above, please contact support@linkmaker.co.uk.

We do not provide reciprocal links.

Third party links and resources on our sites

Where our site, or SaMC, contain links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources. If you provide data and personal data to those sites, that personal data will be governed by the third-party site's terms and conditions, and privacy policy.

Applicable law

If you are a consumer, please note that these terms, its subject matter, and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are an employee or representative of an Organisation or any other business which uses Letter Swap, SaMC, or our site or services, these terms, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Trademarks

"Adoption Link" is a UK registered trademark of Link Maker Systems Limited.

"Link Maker" is a UK registered trademark of Link Maker Systems Limited



Organisation Terms

1 When do these Conditions Apply?

- 1.1 If the Customer does not agree to these terms, or as an individual you are not authorised to accept these Conditions on behalf of the Customer, then you must not use our site or our services or allow others within your organisation to use them.
- 1.2 These Conditions (together with the documents referred to in it) form the Contract which sets out the terms on which the Customer is granted access to the Services. The Customer, and its Customer Personnel, are also subject to the Terms of Usage (which we use to refer to the suite of documents which include the [User Terms](#), the [Letter Swap User Terms](#), [Acceptable Use Policy](#), [Cookie Policy](#) and [Privacy Policy](#)). The Terms of Usage govern the terms on which the Customer and its Customer Personnel may use the Link Maker Services. They supersede any previously issued terms and conditions of purchase or supply.
- 1.3 These Conditions apply where:
 - 1.3.1 The Customer is an organisation whose Customer Personnel are using the Link Maker platform, including without limitation where the Customer is providing adoption or commissioning services acting on behalf of an adopter or care placement or acting on behalf of a child being placed for adoption or in care, using Letter Swap, or using SaMC.
 - 1.3.2 The Customer is an organisation whose Customer Personnel are using the community support network.
- 1.4 The Customer accepts these Conditions and the Terms of Usage, and the Customer agrees to comply with them, and to ensure that its Customer Personnel shall comply with them from the earlier of when:
 - 1.4.1 Link Maker receives a completed order confirmation signed by the Customer;
 - 1.4.2 The Customer confirms acceptance of these terms in writing;
 - 1.4.3 The Customer Personnel registers to use the Services;
 - 1.4.4 The Customer's payment of the applicable Invoice;
 - 1.4.5 The Customer's submission of valid purchase order evidencing authority to pay for the Services;
 - 1.4.6 The Customer, or the Customer Personnel being provided access to the Services; or
 - 1.4.7 The Customer, or the Customer Personnel using the Services.

2 Definitions and interpretation

- 2.1 In these Conditions the following definitions apply:

Bribery Laws	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments, and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday <i>in England</i> ;
Conditions	means Link Maker's Organisation Terms set out in this document as may be amended by the parties by an agreement signed (electronically or in printed format) by the Customer and Link Maker specifically amending this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Services, User Content (as defined in the Link Maker Privacy Policy – which includes family case data, child case data, and activity data), user profile information, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between Link Maker and the Customer for the supply and purchase of Services incorporating these Conditions;
Controller	shall have the meaning given to it in applicable Data Protection Laws from time to time;
Customer	means the organisation which purchases the Services from Link Maker and whose details are set out in the applicable Invoice or order confirmation;
Customer Personnel	means all employees, officers, staff, other workers, agents, and consultants of the Customer and any of their sub-contractors who are engaged in relation to the use of the Services from time to time;
Data Protection Laws	means, as binding on either party or the Services: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; and (d) any laws that replace, extend, re-enact, consolidate, or amend any of the foregoing;
Data Subject	shall have the meaning given to it in applicable Data Protection Laws from time to time;
Force Majeure	means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract;
Free Licence	means the elements of the Link Maker Services described as being within the Free Licence, as summarised on our license page ;
Full Licence	means the elements of the Link Maker Services described as being within the Full Licence, as summarised on our license page ;

GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679 as adopted into English law under the European Union (Withdrawal) Act 2018, and as supplemented by the Data Protection Act 2018;
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent, or future; (e) to which the relevant party is or may be entitled, and (f) in whichever part of the world existing;
Invoice	means the invoice which set outs out the Price and the selected Services provided to the Customer by Link Maker;
Letter Swap	means the Link Maker Letter Swap service which facilitates the exchange of communications between adopted or fostered children and their birth parents as described in more detail [here] .
Link Maker	means Link Maker Systems Limited registered number 08472919 with its registered office at 159 High Street, Barnet, Herts, EN5 5SU. VAT Number: 178694151;
Link Maker Personnel	means all employees, officers, staff, other workers, agents, and consultants of Link Maker and any of their sub-contractors who are engaged in the performance of the Services from time to time;
order confirmation	means the order confirmation, or other document confirming the Customer's order for the Services;
Personal Data	shall have the meaning given to it in applicable Data Protection Laws from time to time;
Personal Data Breach	shall have the meaning given to it in applicable Data Protection Laws from time to time;
Price	has the meaning set out in clause 7.1;
processing	has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process , processing , processed , and processes shall be construed accordingly);
Processor	shall have the meaning given to it in applicable Data Protection Laws from time to time;
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of Link Maker's obligations under the Contract;

Psychological Minds	means Psychological Minds Ltd, company number SC444976 and registered office Kilspindie House 38 Market Street, Market Street, Haddington, East Lothian, Scotland, EH41 3JE
SaMC	means the Safe and Meaningful Contact Guidelines service owned and operated by Psychological Minds Limited, and hosted by Link Maker on the Link Maker website, as described in more detail here ;
SaMC Licence	means the licence to use SaMC between the Customer and Psychological Minds, as set out in Terms and Conditions of Use of the SaMC Guidelines
Services	means the provision of access to the Link Maker site and services (see our license page for a summary of our services, including the elements which are included within the Free Licence, the Support Licence, the Full Licence, the Letter Swap Licence, and the SaMC Licence) as set out in the relevant Invoice or order confirmation, or such services as agreed between the parties in writing;
Sub-Processor	means any agent, sub-contractor or other third party (excluding its employees) engaged by Link Maker for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;
Support Licence	means the elements of the Link Maker Services described as being within the Support Licence, as summarised on our license page ;
Terms of Usage	has the meaning given at clause 1.2, which is the suite of documents comprised of the User Terms , the Letter Swap User Terms , the Privacy Policy , Acceptable Use Policy , and Cookie Policy , which apply to the users' use of the Link Maker sites and services.
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

2.2 In these Conditions, unless the context requires otherwise:

- 2.2.1 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 2.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 2.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 2.2.4 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition, or description preceding those words;
- 2.2.5 a reference to legislation is a reference to that legislation as amended, extended, re-enacted, or consolidated from time to time; and
- 2.2.6 a reference to legislation includes all subordinate legislation made from time to time under that legislation.

3 Precedence and Local Agreements

- 3.1 If the Customer has a separate agreement with Link Maker (a "**Local Agreement**"), the Customer's access to and use of the Link Maker Services will be subject to that Local Agreement, which may replace these Conditions in whole or in part (as that agreement may specify). Such access or use will not result in the Local Agreement being amended or replaced with these Conditions for that Customer. It is the Customer's responsibility to bring its Customer Personnel's attention to any Local Agreement.
- 3.2 If the Customer is party to a Local Agreement, to the extent that there is any conflict or inconsistency between the provisions of these Conditions and that Local Agreement, the provisions of the Local Agreement will prevail as between us.
- 3.3 Where any Local Agreement provides for termination of the agreement reflected in these terms, that will apply to these Conditions, in respect of the relevant Customer and Link Maker, as if incorporated into these Conditions.
- 3.4 Link Maker will not make any substantial changes to the Link Maker site's functionality which are contrary to the Customer's Local Agreement without written agreement of that Customer.
- 3.5 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that Link Maker otherwise agrees in writing in a Local Agreement.
- 3.6 No variation of these Conditions or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of Link Maker as part of a Local Agreement.
- 3.7 An Invoice for the Services will be sent by Link Maker to the Customer and (unless such Invoice is not complete or in final form) shall be an offer to sell Services subject to these Conditions. If the Services relates to the Free Licence, or are otherwise to be provided free of charge, the offer to provide such Services shall be made by providing access to such a Customer, which will be accepted by such Customer subject to these Conditions upon registration to use the Link Maker system or upon access by such Customer or its Customer Personnel to the Link Maker platform.
- 3.8 An Invoice or offer to provide Services may be withdrawn or amended by Link Maker at any time before acceptance by the Customer. If the Customer does not wish to accept the Services, it shall notify Link Maker as soon as reasonably practicable.
- 3.9 Link Maker may issue quotations or draft invoices to the Customer from time to time. Quotations or draft invoices are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.
- 3.10 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

4 Duration of Services and Licences

- 4.1 Certain users will have access to different levels of content (including more sensitive personal content (sensitive content)), or access to different types of Services, depending upon the level of subscription and the level of permission ordered by the Customer. For more information see our [license page](#). Access to SaMC is permitted subject to the SaMC Licence.
- 4.2 Link Maker Adoption and Commissioning Services:
 - 4.2.1 Free Licence: Where the Customer uses the elements of the Services within the Free Licence (as summarised on our [license page](#)), Link Maker grants to the Customer the

non-exclusive, non-transferable non-sublicensable right to allow its Customer Personnel (provided they have completed the registration process and continue to comply with the Terms of Usage) to access such Services from the date on which access to such Services is granted by Link Maker until terminated by the Customer (by closing its account), by Link Maker by notice in writing to the Customer, or in accordance with clause 15.

- 4.2.2 Full Licence: Where the Customer subscribes for elements of the Services within the Full Licence (as summarised on our [license page](#) and as identified in the relevant Invoice or order confirmation) Link Maker grants to the Customer the non-exclusive, non-transferable, non-sublicensable right to allow its Customer Personnel (provided they have completed the registration process and continue to comply with the Terms of Usage) to access such Services for the licence period (the "**Subscription Period**") which shall be subject to any earlier termination in accordance with clause 15, for an initial period of 12 months, or such initial period as stated in the relevant Invoice or order confirmation, from the date on which access to such specified Services is granted by Link Maker (the "**Initial Period**"). Following that Initial Period, the Subscription shall expire, unless the parties have agreed to renew the Subscription. Such renewal shall constitute a new Contract on the same terms as set out in these Conditions and any specific terms and pricing as may be set out in the applicable Invoice or order confirmation.
- 4.2.3 Support Licence: Where the Customer subscribes for elements of the Services within the Support Licence (as summarised on our [license page](#) and as identified in the relevant Invoice or order confirmation) Link Maker grants to the Customer the non-exclusive, non-transferable, non-sublicensable right to allow its Customer Personnel (provided they have completed the registration process and continue to comply with the Terms of Usage) to access such Services for the licence period (the "**Subscription Period**") which shall be, subject to any earlier termination in accordance with clause 15, for an initial period of 12 months, or such initial period as stated in the relevant Invoice or order confirmation, from the date on which access to such specified Services is granted by Link Maker (the "**Initial Period**"). Following that Initial Period, the Subscription shall expire, unless the parties have agreed to renew the Subscription. Such renewal shall constitute a new Contract on the same terms as set out in these Conditions and any specific terms and pricing as may be set out in the applicable Invoice or order confirmation.
- 4.2.4 In addition to the general licence at clause 4.2.2 and 4.2.3, Link Maker grants to the Customer for the Subscription Period a licence for Customer Personnel and other third parties as may be specified in writing by that Customer to access and use content and sensitive content for the purpose of performing child adoption and fostering services including to share and disclose such content via the Link Maker Services to other users of the Link Maker Services.

4.3 Link Maker's Letter Swap Licence:

- 4.3.1 Where the Customer subscribes to Letter Swap (as summarised on our [license page](#) and as identified in the relevant Invoice or order confirmation) Link Maker grants to the Customer the non-exclusive, non-transferable, non-sublicensable right to allow its Customer Personnel (provided they have completed the registration process and continue to comply with the Terms of Usage) to access such Letter Swap services for the licence period (the "**Subscription Period**") which shall be, subject to any earlier termination in accordance with clause 15, for an initial period of 12 months, or such initial period as stated in the relevant Invoice or order confirmation, from the date on which access to Letter Swap is granted by Link Maker (the "**Initial Period**"). Following that Initial Period, the Subscription shall expire, unless the parties have agreed to renew the Subscription. Such renewal shall constitute a new Contract on the same

terms as set out in these Conditions and any specific terms and pricing as may be set out in the applicable Invoice or order confirmation.

- 4.3.2 Where the Customer subscribes to SaMC Psychological Minds grants to the Customer the rights set out in the SaMC Licence. Continued use by the Customer of SaMC via Letter Swap is subject to the Customer having completed the registration process to access SaMC via our Letter Swap site, and the Customer's continued compliance with the Terms of Usage. The licence period is as stated in the SaMC Licence. Link Maker may suspend access to the SaMC via Letter Swap if it is informed by Psychological Minds that the Customer or any of its users are no longer permitted to use SaMC.
- 4.4 Customer's licence to Link Maker:
 - 4.4.1 The Customer grants to Link Maker a licence for Link Maker for the duration of this Contract (or such period as the Customer retains content on the Link Maker site) to use the content the Customer uploads to the Link Maker site or shares via the Services (whether by Customer Personnel or individuals registered with the Customer), including child profiles and other personal data, for the provision of the Link Maker adoption and commissioning services including making such content and sensitive content available to users of our services for such purpose.
 - 4.4.2 By using the community support network, Customer grants a license to Link Maker to use the content the Customer uploads to the community support network (whether by Customer Personnel or individuals registered with the Customer), including personal data, for the management of the community support network and to make such content available to the members of the community support network.
- 4.5 Link Maker accepts no liability or responsibility for any misuse of any content or sensitive content licensed for access and use as described.
- 4.6 If a Customer Personnel's account is suspended, Link Maker will inform the Customer (or such other party as they may agree with Link Maker) as soon as possible after that user's account is disabled and the reason(s) why.

5 Compliance with Terms of Usage and the Acceptable Use Policy

- 5.1 The Customer warrants that it shall, and shall procure that its Customer Personnel shall, comply with the Terms of Usage, and that any content uploaded to the Link Maker site, or sent via any Services, by the Customer Personnel complies with the content standards and restrictions on use set out in the [Acceptable Use Policy](#).
- 5.2 The Customer will be liable to Link Maker and (subject to the provisions below regarding mitigation of loss and notification and conduct of claims) the Customer shall indemnify Link Maker for all liabilities, costs, expenses, damages and losses arising from or related to any breach of that warranty in clause 5.1 by the Customer or any Customer Personnel.
- 5.3 Link Maker must use reasonable endeavours to mitigate all liabilities, costs, expenses, damages, claims, and losses covered by the indemnity at clause 5.2. To the extent that Link Maker receives notification of any actual or threatened third party claim giving rise to any liability, cost, expense, damages, claim, or loss covered by the indemnity above, Link Maker must:
 - 5.3.1 promptly notify the Customer of the existence of that claim or threatened claim;
 - 5.3.2 not do or omit to do anything which does or may reasonably be expected to prejudice the defence of that claim or threatened claim (including making any offer to settle or compromise) without the prior consent written consent of the Customer (not to be unreasonably withheld or delayed);

- 5.3.3 give the Customer (and any advisors appointed by them) sole conduct of the defence of (or response to) that claim or threatened claim; and
- 5.3.4 provide the Customer with such assistance with defending or responding to such claim or threatened claim as the Customer may reasonably request (subject to the Customer meeting Link Maker's reasonable costs of providing such assistance).

6 Authority to Upload Information

The Customer warrants that it has the requisite legal authority to publish or advertise any information which it or the Customer Personnel uploads or shares via a Link Maker sites or the Services, and to use such information, in relation to Link Maker's Services, and the Link Maker community support network.

7 Price

- 7.1 The price for the Services shall be as set out in the applicable Invoice or order confirmation (the **Price**). If the Customer has selected a multiple year licence (whether on the order confirmation, or otherwise), the Price for the relevant licence is the aggregate for the Initial Period.
- 7.2 The Price is exclusive of VAT (or equivalent sales tax). The Customer shall pay any applicable VAT to Link Maker on receipt of a valid VAT invoice.
- 7.3 Training, project management and bespoke development shall be charged in addition at Link Maker's standard rates, which are available on request.

8 Payment

- 8.1 Link Maker usually invoices the Customer for the Services prior to Customer's access or use of the Services. If the Customer has selected a multiple year licence (whether on the order confirmation, or otherwise), prior to the end of each year of such licence Link Maker will issue an invoice for the Price payable for the relevant subsequent year.
- 8.2 The Customer shall pay all Invoices:
 - 8.2.1 in full without deduction or set-off, in cleared funds within 30 days of the date of each Invoice, and in any event prior to accessing or using the Services; and
 - 8.2.2 to the bank account nominated by Link Maker.
- 8.3 The Customer may qualify for a prompt payment discount, which will be as set out in the applicable Invoice.
- 8.4 Where sums due under these Conditions are not paid in full by the due date, or the Customer's licence has expired or not been renewed, Link Maker may suspend the Customer's access to and use of the Services.

9 Performance

- 9.1 Link Maker shall not be liable for any delay in or failure of performance caused by:
 - 9.1.1 the Customer's, or the Customer Personnel's failure to: (i) comply with the Contract including any terms that are set out in a Local Agreement; (ii) comply with the Terms of Usage; (iii) be registered as necessary to access the Link Maker Services, (iv) have internet connectivity in accordance with any minimum system requirements notified

by Link Maker from time to time; (iv) comply with Link Maker's reasonable instructions as required for performance of the Services;

9.1.2 Psychological Minds' failure to comply with the SaMC Licence, or otherwise from any output or results the Customer obtains from SaMC.

9.1.3 Force Majeure.

9.2 Link Maker gives no warranties and makes no representations in relation to the Services. Any and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

9.3 The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines, and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

10 Intellectual Property

10.1 Except where otherwise stated in these Conditions or a Local Agreement, Link Maker is the owner or the licensee of all intellectual property rights in our sites and our Services, and in the material published on it or provided as part of the Services (including any training materials). In particular, those works are protected by copyright laws and treaties around the world. All such rights are reserved.

10.2 The Customer must not reverse engineer, decompile, copy or adapt any software or other code or scripts that form part of the Services. The Customer must not reproduce, copy or re-distribute the design or layout of the Services, individual elements of the Services, design or logos, including the logos "Link Maker", "Link Maker Systems", "Letter Swap", or "SaMC".

10.3 If Link Maker agrees to provide development services to the Customer, Link Maker shall own the intellectual property rights arising from such development services, and the Customer shall have a licence to use such intellectual property rights only to the extent necessary to access and use the Services for the duration of the Contract. Any further use of such intellectual property rights must be agreed in writing by Link Maker.

11 Limitation of liability

11.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.

11.2 Subject to clause 11.5, Link Maker's total aggregate liability for losses of the Customer, or the Customer's Personnel, incurred due to any defaults of Link Maker:

11.2.1 In relation to Services provided pursuant to the Free Licence, the Support Licence, or the Full Licence, shall not exceed the greater of (i) £5,000, or (ii) where the Customer has subscribed for the Support Licence, or Full Licence, the sum which is 100% of the Price paid pursuant to this Contract during the Subscription Period in which the relevant default occurred.

11.2.2 In relation to Services provided pursuant to the Letter Swap Licence, shall not exceed the greater of (i) £5,000, or (ii) where the Customer has subscribed for the Letter Swap Licence, the sum which is 100% of the Price paid for Letter Swap pursuant to this Contract during the Subscription Period in which the relevant default occurred.

- 11.2.3 In relation to Services provided pursuant to the SaMC Licence, shall not exceed £500, in aggregate.
- 11.3 Subject to clause 11.5, Link Maker shall not be liable for consequential, indirect, or special losses.
- 11.4 Subject to clause 11.5, Link Maker shall not be liable for any for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with any of the following (whether direct or indirect):
 - 11.4.1 virus, distributed denial-of-service attack, or other technologically harmful material that may infect the Customer's computer equipment, computer programs, data or other proprietary material due to the Customer's use of the Services or to the Customer downloading of any content on it, or on any website linked to it;
 - 11.4.2 the content and/or security of websites linked on the Link Maker site, including via the SaMC;
 - 11.4.3 Customer's use or its Customer Personnel's use of, or inability to use the Services;
 - 11.4.4 The content of any communications exchanged by users of Letter Swap or exchanged as a result of using Letter Swap or the SaMC;
 - 11.4.5 unavailability of the Link Maker site or the information it contains;
 - 11.4.6 use of or reliance on any content displayed on the Link Maker site or provided by Link Maker, or Psychological Minds as part of the Services.
 - 11.4.7 loss of profit, sales, business, or revenue;
 - 11.4.8 business interruption
 - 11.4.9 loss of savings, discount, or rebate (whether actual or anticipated);
 - 11.4.10 loss of opportunity;
 - 11.4.11 harm to reputation or loss of goodwill; or
 - 11.4.12 loss or corruption of data. The Customer acknowledges that Services are not provided as, and Link Maker shall not be liable for providing, a data archive, back-up, business continuity, or disaster recovery service, and that the Customer shall ensure that its own data is backed up adequately to ensure that its own data is accessible by alternative means.
- 11.5 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
 - 11.5.1 death or personal injury caused by negligence;
 - 11.5.2 fraud or fraudulent misrepresentation;
 - 11.5.3 any other losses which cannot be excluded or limited by applicable law;
 - 11.5.4 any losses caused by wilful misconduct.

12 Confidentiality

- 12.1 Each party shall keep confidential all Confidential Information of the other party and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- 12.1.1 any information which was in the public domain at the date of the Contract;
 - 12.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 12.1.3 any information which is independently developed by that party without using information supplied by the other party; or
 - 12.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract except that the provisions of clauses 12.1.1 to 12.1.3 shall not apply to information to which clause 12.3 relates.
- 12.2 This clause 12 shall remain in force in perpetuity in relation to information that is provided pursuant to this Contract.
- 12.3 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any of the provisions of clause 13.1.

13 Processing of personal data

- 13.1 The parties agree that the Customer is a Controller and that Link Maker is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to Link Maker in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws and other applicable laws in respect of such data.
- 13.2 If the Customer provides any personal data to Psychological Minds, such data will be processed by Psychological Minds in accordance with the SaMC Licence and the relevant Psychological Mind privacy notice.
- 13.3 The Customer shall indemnify and keep indemnified Link Maker and Link Maker Personnel against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under the Data Protection Laws.
- 13.4 Processing of the Protected Data by Link Maker under the Contract shall be for the subject-matter, nature and purposes and involve the types of personal data and categories of Data Subjects as set out in the Link Maker Systems Privacy Policy. That personal data will include the complete case history for children and adults which are registered with the Customer for adoption or fostering, and communications exchanged via Letter Swap. This may include information such as names, contact details, dates of birth, correspondence between users and the Customer, correspondence between the Customer and other organisations regarding a case, the complete case history for a child, contact agreements, special categories of personal data (such as health, ethnicity, race, sexual orientation, and political views) and criminal offence data). Please see Link Maker's Privacy Policy for more details.
- 13.5 Where Link Maker acts as the Customer's Processor, Link Maker will:

- 13.5.1 Process the Protected Data only on the Customer's documented instructions which includes making the Protected Data available to other users of the Services for the purposes only of the Customer and those users linking children to adoptive parents or foster carers, participating in the community support network, using Letter Swap or using SaMC. Link Maker may make the Protected Data available to others if Link Maker are required by law to act without the Customer's instructions (provided that such party have adequate confidentiality obligations in place, and Link Maker have used reasonable efforts to notify the Customer of such disclosure if permitted to).
- 13.5.2 Only use staff and other persons who have a duty of confidentiality with regard to the Protected Data.
- 13.5.3 Comply with security obligations required by the applicable Data Protection Laws (in particular Article 32 of the GDPR).
- 13.5.4 Notify the Customer of any Personal Data Breach within 24 hours, in relation to the Protected Data uploaded by the Customer. If the Customer requires Link Maker to contact a specific person or requires Link Maker to use specific contact details, the Customer must notify Link Maker in writing of the appropriate emergency contact details, and the Customer must maintain such information up to date at all times.
- 13.5.5 Not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom without the prior written consent of the Customer unless either:
 - a) the transfer is to a jurisdiction which is subject to an adequacy decision in respect of the adequate protection of personal data, whether that is directly from the UK Government or by the UK's Information Commissioner, or by adoption by the UK Government or the ICO of any applicable adequacy decision of the European Commission; or,
 - b) Link Maker has provided appropriate safeguards in relation to the transfer in accordance with the Data Protection Laws.

The Customer accepts that the Protected Data will be processed outside the United Kingdom where identified at clause 13.5.6, or as notified to the Customer in writing. Link Maker understands the importance of appropriate international transfers and takes reasonable steps to ensure such transfers are only to third parties who guarantee the security of personal data which they process on Link Maker's behalf, and where there is an appropriate international transfer mechanism in place for any transfer of personal data.

- 13.5.6 Enlist a Sub-processor only with the prior permission of the Customer (which may be specific or general permission). The Customer acknowledges that the Services are provided to multiple customers using the same technology platform, and as such Sub-processors may need to change from time to time and cannot be changed for a specific customer. The Customer, acting as a Controller, grants a general permission for Link Maker to use sub-processors to provide elements of the Services on behalf of Link Maker. Where the Customer has given a general permission to use certain Sub-processors, Link Maker will provide the Customer with reasonable notice if Link Maker need to change the Sub-processors which Link Maker use from time to time. For information, the following Sub-processors process the Protected Data as part of the Services:
 - a) Rackspace Limited, who manages Link Maker's server infrastructure and are based in the UK.
 - b) Amazon Web Services EMEA SARL, the owners of the UK data centre where the servers reside.

- c) Amazon Web Services EMEA SARL, AWS Elemental Media Convert is the tool used for transcoding any videos uploaded to the Link Maker site. The video transcoding service is located in the UK.
 - d) Mailgun Technologies Inc, the company used to send application emails to notify users if they have a new message within their account on the Link Maker site. Mailgun Technologies Inc. are based in California state, US. The data is processed by Mailgun in EU data centres. The only personal data processed by Mailgun is the email address of users, all other content of the email is made anonymous.
 - e) Twilio Ireland Ltd, used to stream video and audio data within video conferencing functionality. Users of the video conferencing facility will create an encrypted connection with Twilio's media servers in Ireland directly from their device, and all media is transported through this secure connection.
 - f) Sales Force Ltd, CRM systems used to store issues raised with the support helpdesk or information relating to the purchase of an Organisations licence.
 - g) FireText Communications Ltd used for application generated SMS messages for notifications of activity on the Link Maker and Letter Swap site. All data is processed in the UK and it is only the mobile phone number that is used, all other content of the SMS message is anonymous.
- 13.5.7 Ensure that contracts are in place with all its Sub-processors which reflect the terms required by the GDPR, including terms which are equivalent to those set out in this clause 13.
- 13.5.8 Provide the Customer with reasonable assistance:
- a) using appropriate technical and organisational measures, as far as it is possible, to help the Customer respond to requests from individuals to exercise their data subjects' rights set out in Chapter III of the GDPR (such as subject access requests, the right to erasure, and right to rectification); and,
 - b) to support the Customer's own compliance with the security obligations under Article 32 of the GDPR, notification of the ICO and individuals in the event of a Personal Data Breach under Articles 33 and 34 of the GDPR, where the Customer is required to conduct a data protection impact assessment under Article 35 of the GDPR, or where the Customer is required to consult the ICO under Article 36 of the GDPR.

Where Link Maker provides assistance pursuant to clause 13.4.8, usually this is built into Link Maker's processes and systems, however, Link Maker may charge the Customer at its standard rates if the Customer requires assistance that is not reasonable bearing in mind the information available to Link Maker, and the limitations of available technology used by Link Maker to provide the Services. For example, where the level of assistance is excessive, or is based on requirements that are specific to the Customer, rather than standard industry practice (for example, if the Customer requires information in a format that Link Maker does not support).

- 13.5.9 Upon the Customer's written request, provide reasonable information that the Customer needs to ensure that it and Link Maker are complying with the requirements of Article 28 of the GDPR. Such information will be limited to audit reports from Link Maker's penetration tests, internal independent audits, and ISO27001 audit. If, following the Customer's review of such information, the Customer considers that an audit or inspection in relation to such obligations is reasonably necessary, this must be agreed in writing with Link Maker. If the Customer's information requests, or audit or inspections, requires unreasonable assistance or excessive amounts of information or use of Link Maker's resources, Link Maker may charge the Customer at its standard rates.

- 13.5.10 Tell the Customer if the Customer asks Link Maker to do something as part of any such information request, audit or inspection, which infringes Data Protection Law.
- 13.5.11 Maintain appropriate records of our processing activities.
- 13.6 Duration of the processing:
 - 13.6.1 Link Maker will process the Protected Data for the duration of the Contract. The Customer acknowledges that Link Maker uses anonymised sets of data derived from the Protected Data, which it will process during and following the end of this Contract as set out in the Link Maker Privacy Policy.
 - 13.6.2 For the Adoption and Commissioning Services: The Customer may access and export its Protected Data on the Link Maker site for as long as it is a registered user.
 - a) At the request of the Customer, case data or any other information uploaded to the Link Maker site, can be deleted at any time. Such data is marked for deletion on request and no longer available in the application. Fourteen days after the data is anonymised in accordance with the 'Anonymisation code of Practice issued by the ICO. This Anonymised data is held by Link Maker for statistical purposes.
 - b) The Customer may mark any of its own cases as 'inactive'. Link Maker regularly check if cases are being actively used on the Link Maker site. If there has been no activity on a case for 3 months, and no confirmation from the Customer that the case is still active, then the case is marked as 'inactive'.
 - c) For Customer's with an active licence, an inactive case is deleted if there has been no activity against the case for three years (or the Customer's selected data retention period if different). If the Customers' licence has expired, inactive cases are deleted after 3 months. Inactive cases are marked for deletion and no longer available in the application. Fourteen days after the data is anonymised in accordance with the 'Anonymisation Code of Practice' issued by the ICO. This anonymised data is held by Link Maker for statistical purposes.
 - 13.6.3 For Letter Swap (excluding SaMC): The Customer may access and export its Protected Data on the Letter Swap site for as long as it is a registered user.
 - a) At the request of the Customer, case data or any other information uploaded to the Letter Swap site, can be deleted at any time. Such data is marked for deletion on request and is no longer available in the application. Fourteen days after the data is deleted. Registered users of Letter Swap who have access to communication data within that case will be notified via email and have 14 days to download any information.
 - b) Case is deleted 3 months after the Customer's licence has expired. Cases are marked for deletion and no longer available in the application. Fourteen days after the data is deleted. Registered users of Letter Swap who have access to communication data within that case will be notified via email and have 14 days to download any information.
 - 13.6.4 For SaMC:
 - a) The Customer may access and export its Protected Data inputted into the SaMC tool, for as long as the Customer's user's online session is active. The session will remain active for 2 hours from the last interaction with the SaMC tool. After that period, no Protected Data is retained by Link Maker or Psychological Minds, except to the extent that any data is retained by the Customer's own system.
 - b) Usage data (user identifier, and the number of times a user completes and prints a form) is collected to confirm with Psychological Minds that the user has a licence to use SaMC. It is retained for as long as the user is registered with the site.

- 13.6.5 A user record is deleted at the request of the user, or if the user has not logged on for 3 years.
- 13.7 This clause 13 shall survive termination or expiry of the Contract.

14 Force Majeure

- 14.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
 - 14.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and
 - 14.1.2 uses best endeavours to minimise the effects of that event.
- 14.2 If, due to Force Majeure, a party:
 - 14.2.1 is or shall be unable to perform a material obligation; or
 - 14.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days or a total of more than 30 days in any consecutive period of 60 days;

the parties shall, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

15 Termination

- 15.1 The licence fee payable by the Customer is non-refundable in the event that this Contract is terminated early for any reason.
- 15.2 The Customer may terminate the Free Licence by deleting their data and user accounts in their account page.
- 15.3 Link Maker may terminate the Free Licence, and access to the community support network at any time by notice in writing to the Customer.
- 15.4 The SaMC Licence may expire and be terminated in accordance with its terms. Link Maker may suspend access to SaMC if it is notified by Psychological Minds that the SaMC Licence has expired or been terminated, or if it reasonably believes that a Customer or any of its users have failed to comply with the terms of this Contract, the Terms of Usage, or the SaMC Licence.
- 15.5 Link Maker may terminate the Contract at any time by giving notice in writing to the Customer if:
 - 15.5.1 the Customer commits a material breach of Contract and such breach is not remediable;
 - 15.5.2 the Customer commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach;
 - 15.5.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after Link Maker has given notification that the payment is overdue; or
 - 15.5.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the

Contract or receive any benefit to which it is entitled, or which is necessary for Link Maker to continue providing the Services.

- 15.6 Either party may terminate the Contract at any time by giving notice in writing to the other party if the other party:
- 15.6.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 15.6.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986;
 - 15.6.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 15.6.4 has a receiver, manager, administrator, or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 15.6.5 has a resolution passed for its winding up;
 - 15.6.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 15.6.7 is subject to any events or circumstances analogous to those in clauses 15.6.1 to 15.6.6 in any jurisdiction.
- 15.7 The right of the Customer to terminate the Contract pursuant to clause 15.6 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.
- 15.8 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the parties at any time up to the date of termination.

16 Anti-bribery

- 16.1 For the purposes of this clause 16 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 16.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
- 16.2.1 all of that party's personnel;
 - 16.2.2 all others associated with that party; and
 - 16.2.3 all of that party's sub-contractors;
- involved in performing the Contract so comply.
- 16.3 Without limitation to clause 16.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 16.4 Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause 16.

17 Notices

- 17.1 Any notice given by a party under these Conditions shall:
- 17.1.1 be in writing and in English;
 - 17.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - 17.1.3 be sent to the relevant party at the address set out in the Contract.
- 17.2 Notices may be given, and are deemed received:
- 17.2.1 by hand: on receipt of a signature at the time of delivery;
 - 17.2.2 by *Royal Mail Recorded Signed For* post: at 9.00 am on the *second* Business Day after posting;
 - 17.2.3 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; and
 - 17.2.4 by email: on receipt of a delivery receipt email from the correct address.
- 17.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 17.1 and shall be effective:
- 17.3.1 on the date specified in the notice as being the date of such change; or
 - 17.3.2 if no date is so specified, 5 Business Days after the notice is deemed to be received.
- 17.4 All references to time are to the local time at the place of deemed receipt.
- 17.5 This clause does not apply to notices given in legal proceedings or arbitration.

18 Further assurance

Each party shall at the request of the other party, and at that other party's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

19 Entire agreement

- 19.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings, and arrangements between them, whether in writing or oral in respect of its subject matter.
- 19.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 19.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

20 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, Link Maker.

21 Assignment

The Customer may not assign, subcontract, or encumber any right or obligation under the Contract, in whole or in part, without Link Maker's prior written consent. If the Customer wishes to allow another organisation to use that Customer's rights to access the Services, or share access, then such access must be agreed with Link Maker in writing.

22 Set off

22.1 Link Maker shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which Link Maker has with the Customer.

22.2 The Customer shall pay all sums that it owes to Link Maker under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

23 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

24 Equitable relief

The Customer recognises that any breach or threatened breach of the Contract may cause Link Maker irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Link Maker, the Customer acknowledges and agrees that Link Maker is entitled to the remedies of specific performance, injunction, and other equitable relief without proof of special damages.

25 Severance

25.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid, or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

25.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

26 Waiver

26.1 No failure, delay or omission by a party in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

26.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by a party shall prevent any future exercise of it or the exercise of any other right, power or remedy by that party.

- 26.3 A waiver of any term, provision, condition, or breach of the Contract by a party shall only be effective if given in writing and signed by that party, and then only in the instance and for the purpose for which it is given.

27 Third party rights

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract, except that Link Maker may enforce on behalf of the Link Maker Personnel any indemnity which expressly refers to the Link Maker Personnel (provided that such rights of those Link Maker Personnel shall not require the parties to obtain the acceptance of those personnel to any amendment to the Contract).

28 Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

29 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

Privacy Policy

Link Maker Systems Limited ("we" or "us") are committed to protecting and respecting your privacy.

This policy (together with our [User Terms](#), the [Letter Swap User Terms](#), and any other documents referred to in this policy) sets out the basis on which any personal data we collect from you, that you provide to us, or that we collect from other sources about you, will be processed by us.

This policy applies where you use the "Link Maker" sites (including www.linkmaker.co.uk and www.letterswap.co.uk) (our site(s)), use our services, or communicate with us in relation to our site or our services, whether as a guest or a registered user. "Use" of our site or services includes accessing, browsing, registering to use, uploading content to, or downloading content from, or communicating via our site or via our services, or communicating with us.

Responsibility for personal data

Our site and the services available using our site is a platform to enable organisations licensed to provide adoption or children's social care services (such as a local authority, an adoption agency or an Independent Fostering Provider (which, together with those working on their behalf, we refer to as an "Organisation") or an individual registered with one of those Organisations, to upload and manage their own information, and to access information uploaded by others including via the community support network, to exchange communications via Letter Swap, or to create contact plans via SaMC. This includes:

For the Link Maker adoption and commissioning services:

- Organisations may upload information to our site about children who require adoption or fostering, about prospective adoptive or foster parents who have registered with that Organisation, or about individuals that work for those organisations, such as social workers working for an adoption agency.
- Prospective adopters and foster carers registered with an Organisation may upload their information to our site as part of using the services of that Organisation, which may be accessed by Organisations registered with us.
- Information that is uploaded to our site may then be accessed by other users registered with us, including prospective adopters and foster carers registered with an Organisation, or Organisations acting on their behalf.
- Organisations may transfer case files, using our site, to other Organisations. For example, where another Organisation has been employed to family-find on behalf of an Organisation.

For the Link Maker Letter Swap service:

- Organisations may upload information to our site about contact arrangements between adopted children or children in care, and their birth family or about individuals that work for that organisation, such as practitioners working for an organisation.
- Adoptive families and birth families can exchange communications relating to adopted children or children in care.
- In this policy:

- An “adoptive family” means individuals or members of a family who have been invited via Letter Swap by an Organisation to maintain contact with the birth family of an adopted child or a child in the care of the Organisation.
- A “birth family” means individuals who have been invited via Letter Swap by an Organisation to maintain contact with an adopted child or a child in care of the organisation.

For the SaMC service:

- Link Maker also hosts a service called Safe and Meaningful Contact Guidelines (the “SaMC”) available through the Letter Swap site. You can find more information on the SaMC [here](#). SaMC is provided by Psychological Minds Ltd, who is an independent organisation. Any personal data that you provide to SaMC is subject to the licence between your Organisation and Psychological Minds, and any applicable privacy policy.
- When using SaMC, Organisations may upload information to the SaMC page on our site about children and their adoptive family and birth family, and contact arrangements between adopted children or children in care, and their birth family or about individuals that work for that organisation, such as practitioners working for an organisation. That information is then processed by the SaMC system, to provide a contact plan for the organisation.
- Personal data of children, and their families and other relevant individuals is only stored by LinkMaker for the duration of the session the practitioner is using the SaMC service. This privacy policy mentions SaMC, only to make it clear how LinkMaker handles data when you use SaMC.
- Usage data (user identifier, and the number of times a user completes and prints a form) is collected to confirm that the user has a licence to use SaMC. For the Link Maker community support network:
- You may use the community support network to upload your content and view content of other members of the network.

We act as a processor (rather than a controller) in relation to personal data which is uploaded to the Link Maker site and where that personal data is accessed via the Link Maker site by Organisations for the purposes of the Link Maker adoption and commissioning services, and where you use Letter Swap and SaMC. This means we act on behalf of the Organisations and their registered user individuals which upload to, and access information via Link Maker site for the purposes of using the Link Maker adoption and commissioning services, or where those users use Letter Swap and SaMC. We do have obligations as a processor under the applicable data protection legislation, which we have reflected in this policy, and our Link Maker User Terms, the Letter Swap User Terms, and the Organisation Terms.

As an individual user, you, as the user uploading information to the Link Maker site or sending information via Letter Swap or SaMC, are responsible for deciding what information to upload or send, how that personal data is used, and when it is updated or deleted.

Where you are an employee or representative of an Organisation, your Organisation will have its own obligations as a controller under the applicable data protection legislation. For example, it must comply with the data protection principles as set out in the General Data Protection Regulation (GDPR) as it applies in the UK. You can find out more about the GDPR here www.ico.org.uk. In particular, any information which you access, download or store about individuals which are using Link Maker as part of your adoption or commissioning service, must be handled and stored securely, must not be disclosed without authorisation, must only be used

for the purposes of that adoption and commissioning service, and must not be stored for longer than is necessary for those purposes.

If you are an individual using our site as part of the adoption or commissioning services of the Organisation you are registered with or your use of Letter Swap or SaMC, the processing of your personal data will be governed by the privacy policy of the Organisation with which you are registered. You can ask your Organisation for a copy of their privacy policy at any time.

We act as a controller (which means that we are primarily responsible for your personal data and make decisions about how that personal data is used) when:

- We process your personal data that you provide in relation to the community support network.
- We process some personal data relating to how you use our site and services at a technical level, and for our own statistical analysis to help improve the service. For example, we may collect information about your browser, and computer operating system to allow us to provide an efficient browsing experience. We have set out how we process this type of personal data in more detail in the section [Uses made of the information](#).

It is important that you read this policy together with any other privacy policy or privacy notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements the other notices and is not intended to override them.

We have appointed a security officer who is responsible for overseeing questions in relation to this policy. If you have any questions about this policy, including any requests to exercise your legal rights, please contact the informationofficer@linkmaker.co.uk using the details set out below.

Contact Details

Our full details are Link Maker Systems Limited. Our registered office at 159 High Street, Barnet, Hertfordshire EN5 5SU. If you want to contact us in relation to this policy, please contact the security officer by phone 0800 368 8549 or by email to informationofficer@linkmaker.co.uk.

Information we collect

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We collect personal data in two scenarios (1) where we use that personal data for our own purposes (where we act as a controller), and (2) where we process personal data on your behalf (where we act as a processor).

Information we may collect where we process personal data on behalf of an Organisation (where we act as a processor)

For Organisations

- For an Organisation's users of our Adoption and Commissioning Services:

We collect case data which your Organisation gives us as part of its use of the Link Maker adoption and commissioning services. We will receive information about adopters or carers which you are acting for, or where an Organisation has allowed the adopter or carer to upload their own information, and about the child/children being profiled which you are acting for, we call this "User Content", which includes:

- Family case data - The information we receive in relation to adopters and foster carers which you are acting for. This may include name, address, e-mail address and phone number, personal description and photograph, basic details about adopters and foster carers or other members of their household, and such other information as may be required by the relevant Organisation to demonstrate suitability to provide adoption and fostering care services. The required data includes, whether expressly or by implication from the data supplied, special categories of personal data so that a third-party organisation can consider suitability for placements. For example, ethnic origin, religion, physical and mental health, and sexual orientation or information about criminal convictions and offences. Family case data includes activity data and communication data (each as defined below) in relation to the adopters and foster carers.

- Child case data - The information you give us in relation to a child which you are acting for, to be profiled on our site. This may include the child's name, address, age, personal description, photograph, details of any specific health and development issues and past life experiences and such other information as may be required by an Organisation to assess a child's need for adoption and fostering care services. Child case data includes activity data and communication data (each as defined below) in relation to those children.
- Activity data - Data on discussions you have made or received on behalf of a sibling group or family, the outcome of the expressions of interest; audit logs detailing who has added, edited, or amended content and when. We provide this information to the user which uploaded the information to allow them to monitor family finding activity and establish accountability for changes to profile data.
- Communication data – All data within messages or documents sent with discussions. This may include sensitive information, including special categories of personal data and criminal offence data, about families and children. Communication data is encrypted to secure the data; everyone's access to that communication data is secured using an encryption key which is unique to that user, derived from a combination of data provided during their log in which is only available to that user in their session. Link Maker's admin users have access to encryption keys for administrative purposes and restoring lost access to users but do not have application-level access using these to view content.

- For an Organisation's users of Letter Swap:

We collect case data which your Organisation gives us as part of its use of the Letter Swap services. We will receive information about children which your Organisation is acting for, we call this "User Content", which includes:

- Child case data - The information you give us in relation to a child which you are acting for. This may include the child's name, age, gender, details of both the adoptive family and birth family and information relating to a contact agreement. Child case data includes case note data, activity data and communication data (each as defined below) in relation to those children.
- Case note data – The information that is uploaded in relation to management of the child case, the contact agreements and communication data and is only visible to the organisation. This may include sensitive information, including special categories of personal data and criminal offence data, about families and children. Case Note data is encrypted to secure data; everyone's access to content is secured using an encryption key which is unique to that user, derived from a combination of data provided during their log in which is only available to that user in their session. Link Maker's admin users have access to encryption keys for administrative purposes and restoring lost access to users but do not have application-level access using these to view content.
- Activity data - Data on communications you have made or received in relation to child case data, audit logs detailing who has added, edited, or amended content and when. We provide this information to the Organisation to allow them to monitor communication and assess efficient operation of the contact agreement.
- Communication data – All data within messages, documents, videos, and audio messages sent within a contact link. This may include sensitive information, including special categories of personal data and criminal offence data, about families and children. Communication data is encrypted to secure data; everyone's access to content is secured using an encryption key which is unique to that user, derived from a combination of data provided during their log in which is only available to that user

in their session. Link Maker's admin users have access to encryption keys for administrative purposes and restoring lost access to users but do not have application-level access using these to view content.

- For an Organisation's users of SaMC – any data that you input in SaMC (which could include child case data) is only stored in your user's temporary session on the Letter Swap server. This data is deleted when the report is printed or after two hours of inactivity in your user's session. Neither Link Maker nor Psychological Minds stores or has access to any information, including personal data, an Organisation inputs into SaMC.
- Worker data – The information we receive from users which work for an Organisation including contact details, name, and job role. It also includes information which relates to such workers for example, audit information such as time and date changes are made on child or family cases, or the time and date messages are sent to other users. For SaMC this includes the number of times a report is created, and printed, which allows us to check with Psychological Minds that SaMC is used only by registered users.

For Adopters and Foster Carers as part of our adoption and commissioning services:

- We collect User Content uploaded by you or by the Organisation you are registered with (see definition above) as part of the Link Maker adoption and commissioning services.

For users of Letter Swap

- We collect communication data – All data within messages, documents, videos, and audio messages sent and received via Letter Swap by you or members of your family, within a contact link by adoptive families, birth families and organisations. This may include sensitive information, including special categories of personal data and criminal offence data, about you or others. For example, a letter may contain details of how your health has been, or someone might discuss issues you or they may have had with the Police. Communication data is encrypted to secure the data; everyone's access to content is secured using an encryption key which is unique to that user, derived from a combination of data provided during their log in which is only available to that user in their session. Link Maker's admin users have access to encryption keys for administrative purposes and restoring lost access to users but do not have application-level access using these to view content.

Information we receive from other sources

We may receive information about you from local authorities, registered adoption/fostering agencies which is used as part of the Link Maker adoption and commissioning services or Letter Swap. For example, if you are an individual seeking to register to use the Link Maker site, we check the identity of all new users with the registered Organisation and share with such Organisations the information submitted by you for that purpose. By submitting such information to us, you authorise us to share such information for these purposes.

The Organisations which use our system may ask you for special categories of personal data, and criminal offence data, or share via the Link Maker site, family case data, or child case data which may contain such sensitive types of data. This type of data is only used by an Organisation for them to consider an individual's suitability for placements as part of their adoption and commissioning services. Special categories of personal data include details about your race or ethnicity, religious or philosophical beliefs, sexual orientation, and information about your health. Criminal offence data includes data in relation to criminal convictions and offences (including data about criminal allegations, proceedings or convictions) or linked to related security measures.

Information we collect where we use that personal data for our own purposes (where we act as a controller)

We may collect, use, store and transfer different kinds of personal data about you for our own purposes, which we have grouped together as follows:

- Identity data which may include first name, last name, username, title, gender, Organisation with which you are registered or represent, password, PIN and user type i.e., Adopter, foster carer or practitioner of an Organisation, adoptive family, or birth family.
- Contact data which includes address, email address and telephone numbers.

- Social profile data which you upload or share via the community support network which we only use to provide access to that information to users of the community support network. We do not use this information for any other purposes. This includes the information you provide in relation to your profile when you register and use the community support network. This will include details of family make up and legal status and interests and hobbies, but you control this information, and can remove it whenever you wish.
- Information we collect about your use of our site and services at a technical level. With regard to each of your visits to our sites we may automatically collect the following information:
 - Technical data, including the Internet protocol (IP) address used to connect your computer to the internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website;
 - Usage data, which includes information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs); frequency and number of views of particular profiles; application logs detailing who has added, edited or amended content and when; methods used to browse away from the page and any phone number used to call our customer service number.
- Marketing and communications data which includes your preferences in receiving marketing from us and our third parties and your communication preferences.
- We also collect, use, and share aggregated data such as statistical or demographic data for any purpose. This aggregated data may be derived from your personal data, but it is anonymised as this data does not directly or indirectly reveal your identity and therefore it is not considered personal data in law. For example, we may aggregate your usage data to show how many views a profile has had. We may aggregate your profile data to show the number of adopters in the country who have registered with a particular ethnicity, in order to show the national sufficiency of adopters or foster carers. However, if we combine or connect aggregated data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this policy.
- We do not collect any special categories of personal data or information about criminal convictions and offences, except to the extent that such data is included in the information uploaded by you or your Organisation to our site where we act as a processor.
- Information we receive from other sources. We are also working closely with third parties (including, for example, Organisations, sub-contractors in technical, payment and delivery services, analytics providers, search information providers) and may receive information about you from them.

If you fail to provide personal data

Where an Organisation requires specific information about an individual in order to make a placement assessment or decision, where we need to collect personal data by law, or the terms of a contract we have with you require it, and you fail to provide that data when requested, we may not be able to provide our services (for example, to provide you with access to our site and services). In this case, we may have to reject or cancel your account registration, but we will notify you if this is the case at the time.

Cookies

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our [Cookie Policy](#).

How your personal data is collected (where we process your information for your Organisation as a processor)

Where we are providing our adoption and commissioning services, or Letter Swap, to your Organisation, we only collect personal data about individuals where that individual, or an Organisation acting on their behalf, has uploaded that information to the Link Maker adoption or commissioning services or sent that information via Letter Swap.

Where we provide access to SaMC, only data that you input in SaMC is stored temporarily in your user's temporary session on the Letter Swap servers. This data is deleted when the report is printed or after two hours of inactivity in your user's session. Neither Link Maker nor Psychological Minds stores or has access to any personal data, an Organisation inputs into SaMC. For users of SaMC we collect the name and user identifier, and data showing the number of times a report is created, and printed, which allows us to check SaMC is used only by registered users.

We are required by local authorities and agencies to verify a new user's identity data with the relevant local authority or agency prior to registration of the user of the Link Maker adoption and commissioning services and Letter Swap. We do not collect further personal data as part of this process.

We also use your personal data to deliver relevant User Content to you as part of the Link Maker adoption and commissioning services, or which you are permitted to view. For example, where you are not permitted to view certain content of other users, we will restrict your access, and that of other users as appropriate.

How your personal data is collected (where we process your information for our own purposes as a controller)

We use different methods to collect data from and about you, including through:

- Direct interactions. You may give us your identity or contact details by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you register to use our site, subscribe to our service, participate in

discussion boards or other social media functions on our site and when you report a problem with our site, request support, or give us some feedback.

- Automated technologies or interactions. As you interact with our site, we may automatically collect technical data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. Please see our [Cookie Policy](#) for further details.

- Third parties. We may receive personal data about you from various third parties and public sources as set out below:
 - Organisations that you were registered with will provide your family name and email address to allow you to continue as a registered user of the Link Maker community support network.
 - Technical data from the following parties:
 - a) analytics providers such as Google based outside the EU;

Uses made of the information

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract, we are about to enter into with you or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

See '[Lawful basis for processing including basis of legitimate interest](#)' in the table below to find out more about the types of lawful basis that we will rely on to process your personal data.

Generally, we do not rely on consent as a legal basis for processing your personal data other than in relation to marketing or use of special categories of personal data. You have the right to withdraw consent by Contacting us.

We have set out below a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please [contact us](#) if you need details about the specific legal ground, we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest	Retention period (See 'How long will you store my personal data for?')
To provide and manage the Link Maker services	a) Identity b) Contact	a) Our legitimate interests in performing our contract with an Organisation to allow users to access the Link Maker services.	a) Identity data is deleted at the request of the user. Records are marked for deletion and after 14 days the data deleted. Or for adoption and commissioning services if the user has not logged on to the system for a period of 3 years. b) Contact data is deleted at the request of the user. Records are marked for deletion and after 14 days the data deleted. Or for adoption and commissioning services if the user has not logged on to the system for a period of 3 years.
To verify your identity	a) Identity b) Contact	a) Our legitimate interests in performing our contract with an Organisation to allow only registered members to access the Link Maker services.	a) Identity data is deleted at the request of the user. Records are marked for deletion and after 14 days the data deleted. Or for adoption and commissioning services if the user has not logged on to the system for a period of 3 years. b) Contact data is deleted at the request of the user. Records are marked for deletion and after 14 days the data deleted. Or for adoption and commissioning services if the user has not logged on to the system for a period of 3 years.
To provide and manage the community support network	a) Identity b) Contact c) Social profile data	a) Performance of a contract with you to access the community support network b) Our legitimate interests to manage the community support network. c) Any special categories of personal data or criminal	a) Identity data is deleted at the request of the user. Records are marked for deletion and after 14 days the data deleted. Or for adoption and commissioning services if the user has not logged on

		offence data where made manifestly public when you publish the information on the community support network	to the system for a period of 3 years. b) Contact data is deleted at the request of the user. Records are marked for deletion and after 14 days the data deleted. Or for adoption and commissioning services if the user has not logged on to the system for a period of 3 years. c) Social profile data is kept until your account is closed in which case records are marked for deletion and after 14 days the data is deleted or can be deleted at any time.
To manage our relationship with you which will include: a) Notifying you about changes to our terms or privacy policy.	a) Identity b) Contact c) Marketing and Communications	a) Performance of a contract with you b) Necessary to comply with a legal obligation c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)	a) Identity data is deleted at the request of the user. Records are marked for deletion and after 14 days the data deleted. Or for adoption and commissioning services if the user has not logged on to the system for a period of 3 years. b) Contact data is deleted at the request of the user. Records are marked for deletion and after 14 days the data deleted. Or for adoption and commissioning services if the user has not logged on to the system for a period of 3 years c) Marketing and communication preferences can be changed by the user.
b) Asking you to leave a review or take a survey	a) Identity b) Contact c) Marketing and Communications	a) To the extent that we have contacted you to review or take a survey we process that data on the basis of consent.	a) Identity data is deleted at the request of the user. Records are marked for deletion and after 14 days the data deleted. Or for adoption and commissioning services if the user has not logged on

			to the system for a period of 3 years. b) Contact data is deleted at the request of the user. Records are marked for deletion and after 14 days the data deleted. Or for adoption and commissioning services if the user has not logged on to the system for a period of 3 years b) Marketing and communication preferences can be changed by the user.
To moderate the content on the community support network.	a) Identity b) Contact c) Social profile data	a) Performance of a contract with you to access the community support network b) Our legitimate interests to manage the community support network in accordance with the Link Maker Systems Acceptable Use Policy and User Terms only for the benefit of the community members.	a) Identity data is deleted at the request of the user. Records are marked for deletion and after 14 days the data deleted. Or for adoption and commissioning services if the user has not logged on to the system for a period of 3 years. b) Contact data is deleted at the request of the user. Records are marked for deletion and after 14 days the data deleted. Or for adoption and commissioning services if the user has not logged on to the system for a period of 3 years c) Social profile data is kept until your account is closed in which case records are marked for deletion and after 14 days the data is anonymised Or can be deleted at any time.
To administer and protect our business and our site (including troubleshooting, data analysis, testing, system maintenance, support, reporting	a) Identity b) Contact c) Technical	a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)	a) Identity data is deleted at the request of the user. Records are marked for deletion and after 14 days the data deleted. Or for adoption and commissioning services if the user has not logged on

and hosting of data)		b) Necessary to comply with a legal obligation	to the system for a period of 3 years. b) Contact data is deleted at the request of the user. Records are marked for deletion and after 14 days the data deleted. Or for adoption and commissioning services if the user has not logged on to the system for a period of 3 years c) Technical data is retained for a period of 1 year
To use data analytics to improve our site, and our services, customer relationships and experiences	a) Technical b) Usage	a) Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)	a) Technical data records is retained for a period of 1 year b) Usage data record is retained for a period of 1 year
To make suggestions and recommendations to you about our services that may be of interest to you	a) Identity b) Contact c) Technical d) Usage	a) Necessary for our legitimate interests (to develop our products/services and grow our business.)	a) Identity data is deleted at the request of the user. Records are marked for deletion and after 14 days the data deleted. Or for adoption and commissioning services if the user has not logged on to the system for a period of 3 years. b) Contact data is deleted at the request of the user. Records are marked for deletion and after 14 days the data deleted. Or for adoption and commissioning services if the user has not logged on to the system for a period of 3 years c) Technical data is retained for a period of 1 year d) Usage data is retained for a period of 1 year.

Communications and Marketing

Link Maker systems may contact registered users on occasion to inform them of system changes or new features.

Users can opt out of marketing emails on registration and from the username menu when logged in. Each marketing email sent also offers an opportunity to unsubscribe.

Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please [Contact us](#).

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

Disclosure of your information

We may have to share your personal data with the parties set out below:

- If your Organisation has agreed to transfer a case file to another Organisation, then you may instruct us to transfer that case file on your behalf using the Transfer case process, which can be found on the admin menu for those with managers permissions. On completion of that process, the new Organisation will be responsible for the case file, and all related activity data, and that Organisation will become a controller in relation to any personal data contained in that case file. You must not transfer a case file to another Organisation unless you have all relevant approvals, consents, and authorisations to make that transfer, and that Organisation has all relevant approvals, consents and authorisations to receive access to that file.

- If you work on behalf of an Organisation, that Organisation's files stored via our site may retain your personal data, and we may help that Organisation to retrieve information about you from those files during the period you work for them, until they ask us to delete the relevant files or otherwise in accordance with our normal retention process. For example, the time and date you entered information onto a child's file or the messages you sent relating to a case to other users of the system.
- If you use SaMC, personal data is not shared with any third party, except to the extent necessary for Link Maker to check with Psychological Minds that SaMC is used only by registered users. However, if you wish to share information with Psychological Minds, for example, you need support using the SaMC service, any data you make available to them will be subject to the Psychological Minds licence and privacy policy.
- External third parties in their capacity as our sub-contractors in providing our services to you, including Organisations and the specific third parties listed below:
 - a) Rackspace Limited, who manages Link Maker's server infrastructure, located in the UK.
 - b) Amazon Web Services EMEA SARL, the owners of the UK data centre where the servers reside.
 - c) Amazon Web Services EMEA SARL, AWS Elemental Media Convert is the tool used for transcoding any videos uploaded to the Link Maker site. The video transcoding service is in the UK.
 - d) Mailgun Technologies Inc, the company used to send application emails to notify users if they have a new message within their account on the Link Maker site. Mailgun Technologies Inc. are based in California state, US. The data is processed by Mailgun in EU data centres. The only personal data processed by Mailgun is the email address of users, all other content of the email is made anonymous.
 - e) Twilio Ireland Ltd, used to stream video and audio data within video conferencing functionality (where selected by users). Users of the video conferencing facility will create an encrypted connection with Twilio's media servers in Ireland directly from their device, and all media is transported through this secure connection.
 - f) Sales Force Ltd, CRM systems used to store issues raised with the support helpdesk or information relating to the purchase of an Organisations licence.
 - g) FireText Communications Ltd used for application generated SMS messages for notifications of activity on the Link Maker and Letter Swap site. All data is processed in the UK and it is only the mobile phone number that is used, all other content of the SMS message is anonymous.
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of service and other agreements; or to protect the rights, property, or safety of Link Maker Systems Limited, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and the protection of minors.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

Where we store your personal data and our security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used, or accessed in an unauthorised way, altered or disclosed.

The Link Maker Systems servers are on a virtualised network infrastructure that is fully redundant, with load balanced components so that components can be upgraded/replaced with no loss of service. The data centre is based in the UK and is climate controlled, with high level security, fire suppression and power redundancy. In the event of a non-recoverable data centre event, then the offsite backup can be restored at an alternative data centre within 24 hours.

The Link Maker Systems Disaster recovery policy and procedure primary objective is to ensure continuity of service for licenced users. This policy describes the procedures and process to recover IT systems, applications, and data from any type of major outage. Disaster recovery testing is scheduled on an annual basis to ensure that the DR procedure and plan detailed is still valid.

Link Maker Systems use an external CISO and CHECK approved IT Security health check provider to perform both network and application-level vulnerability scans annually. Link Maker Systems is accredited to ISO27001, and subject to internal independent audits to ensure compliance to its information security management policies.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where you have chosen a password, which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Limiting access to data

We limit access to User Content, contact data, and identity data, communications data to users that need to view that information for the purposes of linking an adopter, foster care or care placement provider with a child in care or to provide technical support to our users for those purposes.

We limit access to Communications data only to the relevant sender and recipient and their families. Link Maker does not routinely access your communications data stored via Letter Swap. Communication data is encrypted to secure the data; everyone's access to content is secured using an encryption key which is unique to that user, derived from a combination of data provided during their log in which is only available to that user in their session. Link Maker's admin users have access to encryption keys for administrative purposes and restoring lost access to users but do not have application-level access using these to view content. So, for example, we do not review or vet, or answer questions relating to the content. Any question in relation to the content of a communication, should be directed to the relevant Organisation which you are registered with.

In relation to any personal data inputted into SaMC, Link Maker cannot access such data.

In relation to your personal data collected in relation to the community support network your social profile data is only used by us to deliver the community support network and only shared with other members of the community support network.

Except as stated above, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk.

How long will you store my personal data for?

Where we act as a controller, we will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

Details of retention periods for different aspects of your personal data where we act as a controller, are in the table in [‘Uses made of the information’](#).

Where we process your personal data as a processor, we retain that information for the following periods:

- Your social profile data as part of our community support network is deleted at the request of the user and once 3 years has passed since the last interaction you had with the community support network or your profile.
- Case data for Adoption and Commissioning services, is deleted at the request of the relevant individual's Organisation. An inactive case is deleted if there has been no activity against the case for three years (or the Organisation's selected data retention period if different). If the Customers' licence has expired, inactive cases are deleted after 3 months. Such data is marked for deletion and no longer available in the application. Fourteen days after the data is anonymised in accordance with the 'Anonymisation Code of Practice' issued by the ICO. This anonymised data is held by Link Maker for statistical purposes.
- Case data for Letter Swap is deleted at the request of the relevant individual's Organisation. Case data is deleted 3 months after the customers Licence has expired. Such data is marked for deletion, and no longer available in the application for organisations. Registered users of Letter Swap who have access to communication data within that case will be notified via email and have 14 days to download any information. Fourteen days after the data is deleted.
- We only store your data inputted into SaMC within the user's temporary session on the Letter Swap servers. This data is deleted when the report is printed or after two hours of inactivity in your user's session. You can print or download copies of your generated reports to your own system.
- A user record is deleted on request from the user, or if the user is registered for the community support network only has not logged on for 3 years.
- Worker data – is deleted at the request of the relevant individual's Organisation or 3 months after the worker user account has been deleted and the Organisation's licence has expired.
- In some circumstances you can ask us to delete your data: see Request erasure in [‘Your rights’](#) for further information.

In some circumstances we may anonymise your personal data which we collect in relation to the Link Maker adoption and commissioning services (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

Your rights

Our sites may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates. If you follow a link to any of these websites, please note that these websites have their own terms and conditions and privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Where we act as a controller, you have rights under data protection laws in relation to your personal data. If you are using the Link Maker adoption or commissioning service or Letter Swap as an individual user, it is likely that these rights should be exercised by you in relation to the Organisation you are registered with or which you represent. The rights you have under data protection legislation in the UK, depending on the specific circumstances, include:

- Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data held about you and to check that it is being lawfully processed.
- Request correction of your personal data that is held about you. This enables you to have any incomplete or inaccurate data held about you corrected, though the accuracy of the new data you provide may need to be verified.
- Request erasure of your personal data. You can ask for your personal data to be deleted or removed where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- Object to processing of your personal data. Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- Request restriction of processing your personal data. This enables you to ask that processing of your personal data to be suspended in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where use of the data is unlawful but you do not want it to be erased; (c) where you need the data to be held even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to the use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- Request transfer of your personal data to you or to a third party. You can ask to be provided with, or that a third party you have chosen is provided with, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

- Right to withdraw consent where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please [Contact us](#) OR email the informationofficer@linkmaker.co.uk.

No fee usually required - You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive, or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

What we may need from you - We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond - We try to respond to all legitimate requests. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

Changes to our privacy policy and your duty to inform us of changes

This version was last updated April 2025 and historic versions can be obtained by contacting us.

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, you will be notified via an announcement on your personal home page.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

Acceptable Use Policy

This acceptable use policy sets out the terms between you and us under which you may use the "Link Maker" site (www.linkmaker.co.uk) (our site) and our services, including Letter Swap. This acceptable use policy applies to all users of, and visitors to, our site and users of our services, in their own capacity as an individual and on behalf of any Organisation which they represent when using our site or our services.

Your use of our site or services means that, on your own behalf and on behalf of any Organisation which you represent when using our sites or services, you accept, and agree to abide by, all the terms of this acceptable use policy, which supplement our [User Terms](#), and our [Letter Swap user Terms](#).

Use of the SaMC is also subject to the licence terms of Psychological Minds.

The Link Maker site, services, and the community support network is operated by Link Maker Systems Limited (we or us). We are registered in England and Wales under company number 08472919 and we have our registered office at 159 High Street, Barnet, Hertfordshire EN5 5SU. Our VAT number is 178 6941 51.

Prohibited uses

You may use our sites and services only for lawful purposes. You may not use our sites or services:

- In any way that breaches any applicable local, national, or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors (whether or not listed on our site) in any way.
- To send, knowingly receive, upload, download, use, or re-use any material which does not comply with our [content standards](#).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy, or re-sell any part of our sites or services in contravention of the provisions of our User Terms.
- Not to access without authority, interfere with, damage, or disrupt (or allow someone else to do so):
 - Any part of our sites or services;
 - any equipment or network on which our sites or services are stored;
 - any software used in the provision of our sites or services; or

- any equipment or network or software owned or used by any third party.

- Where you use Letter Swap, you must comply with any agreement you or your family have with your Organisation, and as between the relevant members of a birth family and adoptive family.

We may from time to time provide interactive services on our sites, including, without limitation:

- Chat rooms.
- Bulletin boards.
- Messaging (including real time messaging).
- Secure document exchange.
- Social networking.
- Dynamic forms.

Interactive services

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our sites, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian and minors using the site must be supervised at all times. We advise parents and guardians who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Content standards

Where you upload material to our site, or as part of any interactive services:

These content standards apply to any and all material which you contribute or upload to our site (contributions), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate to the best of your knowledge, having taken reasonable steps to verify such accuracy (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Reveal a child's geographical location or contain any information, photographs, or video footage likely to lead to a child being identifiable by name or geographical location (for example, street names, school logos etc).
- In the case of child photographs/video footage, include any information identifying the photographer or film maker.
- Include any details, photographs, or video footage of any person other than the child being advertised without the written permission of that person.
- Include nudity.
- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful, or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience, or needless anxiety.
- Be likely to harass, upset, embarrass, alarm, or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Where you send communications via Letter Swap:

These content standards apply to any and all material which you exchange when sending information via Letter Swap:

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any communication.

Communications must:

- Comply with any requirements imposed by any agreement between the adoptive family and birth family in relation to contact and communication.
- Comply with applicable law in the UK and in any country from which they are posted.

Communications must not:

- Contain any material which is obscene, offensive, hateful, or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Infringe any copyright, database right or trademark of any other person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Give the impression that they emanate from Link Maker or any other third party if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Suspension and termination

We will determine, at our discretion, whether there has been a breach of this acceptable use policy through your use of our site or services. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms under which you are permitted to use our site and services, and may result in our taking all or any of the following actions:

- Immediate, temporary, or permanent withdrawal of your right to use our site or services.
- Immediate, temporary, or permanent removal of any posting or material uploaded by you to, or sent via, our site or services.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Changes to the acceptable use policy

We may revise this acceptable use policy at any time by amending this page and notifying you. You are expected to read the updated policy and take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site and we will notify you of this if so.

Cookie Policy

Information about our use of cookies

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

We use the following cookies:

- Strictly necessary cookies. These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
- Analytical/performance cookies. These allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- Functionality cookies. These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- Targeting cookies. These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make help develop our website and support users.

You can find more information about the individual cookies we use and the purposes for which we use them in the table below:

Cookie	Name	Purpose
Login/session cookie	LMS	This cookie is created when a user logs in and identifies the user with the site for the duration of their session. This cookie is essential to use any logged-in features of the site.
Encrypted session data	Session_data	This cookie is created when a user logs in and used for the duration of the session to holding the users encrypted private key.
Familiar device identification cookie	Varies, but always contains "[de]"	Recognise you when you return to our site
Preference cookie for user dashboard feeds	feedItemType	Saves the user's preference to display communication updates, community updates or all updates on their dashboard.

Please note that third parties (including, for example, providers of external services like web traffic analysis services) may also use cookies, over which we have no control.

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

Except for essential cookies, all cookies will expire after 42 days.