

Client terms of service

Goodsted - Social Value and Volunteering Management Platform

1. Introduction

1.1 About us

Goodsted Community Ltd (“Goodsted”, “we”, “us”, or “our”) provides configurable, secure digital applications (“Goodsted Apps”) that enable organisations (“Clients” or “App Owners”) to engage their stakeholders – including employees, suppliers, residents, volunteers, students, and community partners – in designing, delivering and measuring programmes that create positive social and environmental impact.

Each Goodsted App is a private, branded environment hosted and maintained by Goodsted and operated by the Client. Within these Apps, Clients can coordinate volunteering, community engagement and sustainability initiatives, track participation and outcomes, and collaborate with both internal teams and external partners.

Goodsted provides a Client-specific **Admin Panel** accessible only to authorised **App Admins**. Through this panel, App Admins can configure branding, member types, internal structure (e.g., Directorate and Teams), permissions, and reporting settings. Goodsted supports Clients with an initial onboarding call to assist configuration and remains available to help with any future updates. Once App Admins are familiar with the Goodsted App, most configurations can be managed self-serve.

Goodsted’s purpose is to make social-impact delivery and collaboration seamless — empowering organisations to run, measure, and scale stakeholder-driven programmes that contribute to the Sustainable Development Goals.

Goodsted Community Ltd is incorporated in England and Wales under company number

11368417, with its registered office at Impact Brixton, 17a Electric Lane, Brixton, London SW9 8LA.

1.2 When these Terms apply

These Goodsted Client Terms of Service (“Terms”) constitute a contract between Goodsted and the Client (App Owner) governing the Client’s use of the Goodsted App and associated Subscription Services. Clients wishing to use the Goodsted App must execute an Order Form or, where the Services are procured under a public sector framework (including G-Cloud), enter into an applicable Call-Off Contract, which specifies the subscription term, fees, and applicable service features.

By signing the Order Form or accessing the Goodsted App, you agree to be bound by these Terms, the **Goodsted Terms of Use** (which govern individual user access), and the **Goodsted Privacy Policy**, available at www.goodsted.com/privacy-policy.

1.3 Updates to these Terms

We may update these Terms from time to time to reflect improvements to our services, changes in law, or operational adjustments. The latest version will always be accessible within the App and on our website.

For **material updates** to these Terms that may reasonably affect your rights or obligations, **Goodsted will notify you at least thirty (30) days before the updated Terms take effect**, by email or in-App notice. During this notice period, you may raise any questions or objections regarding the proposed changes, and Goodsted will aim to address them promptly and in good faith.

If no questions or objections are raised within the notice period, the revised Terms will automatically take effect **on the date specified in the notice or at the end of the 30-day period, whichever is later**.

Operational or technical updates to the App or Services (such as feature enhancements, configuration changes, or performance improvements) do not constitute changes to these Terms. Goodsted will inform Clients of such updates promptly after implementation, through in-App notifications or service emails.

2. Definitions & Interpretation

2.1 Definitions

App (or Goodsted App) – a private, branded Goodsted application operated by the Client (as App Owner) on Goodsted’s software infrastructure, including the member-facing environment used by App Members and the Admin Panel used by authorised App Admins.

Admin Panel – the secure administrative interface within the Goodsted App accessible only to authorised App Admins, enabling configuration of the App’s branding, structure, permissions, reporting, and integrations.

App Admin – an individual authorised by the Client to manage its App, configure settings, manage users, approve content and Opportunities, and access reports.

App Member – any individual stakeholder (e.g. employee, supplier, partner, resident, student, or volunteer) registered within the Client’s App.

Billing Period – the period for which Subscription Fees are prepaid, as specified in the Order Form.

Business Day – a day other than Saturday, Sunday or public holiday in England, when banks in London are open for business.

Break Right – the Client’s right, if indicated in the Order Form, to terminate the Subscription effective at the end of the first twelve (12) months of the Subscription Term by giving the Break Right Notice stated in the Order Form.

Client (App Owner) – the organisation that licenses and operates a private Goodsted App under these Terms. The Client is responsible for managing App Admins and App Members. In the Goodsted Terms of Use, this same organisation is referred to as the App Owner.

Client Success Support – ongoing assistance provided by Goodsted to help Clients make effective use of the App, including guidance on configuration, engagement strategies,

reporting, and best-practice sharing.

Client Data and Content – all data, content, and materials provided to the Services by the Client or its App Members (including outputs generated from such data, excluding Goodsted’s aggregated or anonymised data and service analytics) and the Client’s logos, trademarks, and branding, in which the Client retains all rights, title, and interest.

CPIH – the UK Consumer Prices Index including owner occupiers’ housing costs, as published by the UK Office for National Statistics.

Data Protection Legislation – all applicable UK data-protection and privacy laws, including the UK GDPR and the Data Protection Act 2018.

Impact Programme – a programme managed within a Goodsted App to achieve social or environmental impact, such as volunteering, community engagement, sustainability, employability, sponsorship, or learning initiatives.

Intellectual Property Rights – all intellectual property rights, whether registered or unregistered, including patents, copyrights, trademarks, design rights, database rights, and know-how, worldwide.

Material Breach – a serious breach of this Agreement that materially affects the other party’s rights or ability to receive the Services as intended; includes an uncured Persistent SLA Failure or non-payment of undisputed Fees after any applicable cure period.

Onboarding Call – the initial one-hour online session provided by Goodsted to guide App Admins through use of the Admin Panel and initial setup.

Opportunity – a specific task, activity or project posted within an App to mobilise people, skills or resources in support of an Impact Programme.

Order Form – the Goodsted-approved document specifying subscription terms, products, and applicable fees, executed by both parties, or, where the Services are procured under a public sector framework (including G-Cloud), the applicable Call-Off Contract.

Overview Report – the reporting dashboard within the App providing real-time visibility of stakeholder engagement, Opportunities, and outcomes.

Renewal Pricing – the Subscription Fees payable for any Renewal Term, as stated in the Order Form; if not stated, determined under Section 6 (Renewal Pricing).

Renewal Price Cap – the maximum percentage increase applicable to Renewal Pricing for a Renewal Term, as stated in the Order Form.

Subscription Fees – the fees payable by the Client for the Subscription Services.

Subscription Services – the hosted software-as-a-service (SaaS) app, tools, analytics, and support provided by Goodsted, as specified in the Order Form.

Subscription Term – the initial term of the Client’s subscription and any renewal term, as stated in the Order Form.

Subprocessors – third-party service providers engaged by Goodsted to process Client Data and Content on Goodsted’s behalf in delivering the Services, subject to data-processing and confidentiality obligations no less protective than those in the Agreement.

Virus – any malicious software, code, file, or program that may impair or adversely affect system operations or data integrity.

All user-level definitions (such as Pages, Opportunities, or Page Admins) are governed by the Goodsted Terms of Use, which apply to App Members.

2.2 Interpretation:

References to a statute include amendments or re-enactments and subordinate legislation made under it. Words following “including”, “include”, “in particular”, or similar expressions are illustrative and not limiting. References to *writing* or *written* include email and durable electronic formats. References to the App include the Admin Panel unless expressly stated otherwise.

3. Use of Services

3.1 Setup and Configuration

The Subscription Term begins upon execution of the Order Form.

Goodsted will schedule an **Onboarding Call** with the Client's App Admins to demonstrate configuration through the **Admin Panel**, including:

- custom branding, logo, and colour theme;
- creation of internal structures (e.g., directorate, team, branch, division etc.);
- management of member types and permissions; and
- configuration of collaboration, reporting, and integration options.

After onboarding, App Admins may self-configure their App. Goodsted provides **Client Success Support** for continued assistance with configuration, data insights, engagement, and reporting.

3.2 Onboarding App Members

The Client may invite stakeholders to join its App via: (i) registration link, (ii) authorised Single Sign-On (SSO) for internal users, or (iii) requesting Goodsted to import users from a provided list. Each invited user must accept the **Goodsted Terms of Use** and **Goodsted Privacy Policy** before access is granted. The Client remains responsible for ensuring all imported or collected data is accurate, up-to-date, and lawfully obtained.

Member Types and Registration Details

App Members are assigned a **Member Type** determined by the Client's configuration. Standard Member Types include:

- **Internal Members** (e.g., staff or employees),
- **External Organisation Members** (e.g., suppliers, non-profits or partners), and

- **External Volunteers** (e.g., individual community volunteers).

Each Member Type collects information suitable to its purpose — such as name, email, location, and organisational or volunteering details.

If a Member's profile lacks required information (for example, their {{custom_internal_name}}, team, or location), the App automatically prompts them to complete these details when they next sign in.

The App may also request additional information depending on the Client's configuration, such as emergency contact details, safeguarding declarations, or communication preferences. **Detailed information about current registration fields and their purposes is available from Goodsted upon request.**

All new registrations go through an **approval and verification process**. Depending on configuration:

- Manual approval by App Admins, or
- Automatic approval via SSO or by turning off approvals from settings.

Upon first login, new Members complete a verification page confirming details such as their Member Type, directorate, team, organisation, and location.

OAuth and SSO Options

Goodsted supports two Azure Active Directory (OAuth 2.0) SSO integration options:

1. **Goodsted-Hosted SSO (via Goodsted Azure Tenant)**
 - The default multi-tenant configuration hosted and managed by Goodsted.
 - Users log in with their Microsoft accounts through Goodsted's verified Azure application.
 - Goodsted manages the OAuth connection and security settings in line with its ISO-aligned security policies.
2. **Client-Hosted SSO (Custom Azure Application)**
 - The Client may instead register a dedicated Azure AD application within its own tenant to manage SSO authentication for its Goodsted App.

- This provides full control over security policies, access rules, branding and monitoring.
- Goodsted provides technical guidance and verifies the OAuth connection to ensure secure operation.

Goodsted and the Client will agree which SSO option is most appropriate based on the Client's IT policies and capabilities during onboarding.

3.3 App Availability

Goodsted shall use reasonable endeavours to make the App available twenty-four (24) hours per day, seven (7) days per week, excluding periods of scheduled maintenance, urgent updates, or events beyond Goodsted's reasonable control.

- **Maintenance Windows:** Routine maintenance is generally scheduled outside of normal UK business hours to minimise disruption.
- **Notice:** Goodsted will provide at least twenty-four (24) hours' notice for scheduled maintenance expected to cause material downtime and will notify Clients promptly of any unplanned interruptions.
- **Performance:** The App is provided on an "*as is*" and "*as available*" basis. While Goodsted strives for continuous uptime and robust performance, uninterrupted access cannot be guaranteed.
- **Security and Availability Monitoring:** The App infrastructure is monitored continuously, and Goodsted applies security patches and system updates in accordance with industry best practice and its ISO-aligned policies.

Where downtime materially affects usage for an extended period, Goodsted will take all commercially reasonable steps to restore availability and mitigate impact.

3.4 Modifications

Goodsted may, from time to time, enhance, refine, or modify the App or Services to improve usability, performance, security, or functionality.

- **Notice of Material Modifications:** Where a modification materially affects the Client's use or access, Goodsted will provide advance notice by email or in-App notification, normally at least ten (10) Business Days before implementation.
- **Minor Updates and Fixes:** Technical updates such as bug fixes, interface adjustments, or performance improvements may be deployed without prior notice.
- **Deprecation:** If Goodsted intends to retire or materially change a major feature, it will provide reasonable notice and, where possible, propose alternative functionality.
- **Client Feedback:** Goodsted welcomes feedback and may incorporate Client-suggested improvements into future releases at its discretion.

No modification shall materially reduce the functionality, data security, or performance of the Subscription Services.

3.5 Client Support

Goodsted provides ongoing **Client Success Support** to help Clients configure, operate, and optimise their App.

- **Support Channels:** Clients may contact Goodsted via the in-App support chat or by emailing support@goodsted.com.
- **Response Times:** Response and resolution targets (including priority definitions and applicable Support Hours) are set out in Schedule 1 (Service Levels) to the applicable Order Form or Call-Off Contract (where applicable) and are incorporated by reference.
- **Access for Troubleshooting:** To provide effective assistance, Goodsted maintains a secure support@goodsted.com App Member Account within each Client App. This account allows the Goodsted team to investigate technical issues, verify configurations, and analyse engagement data when required. If the Client prefers not to maintain this account, they may request its removal by contacting support. In such cases, Goodsted will only access the App with the Client's express or implied consent during an active support conversation, and access will be removed immediately once

the issue is resolved.

- **Configuration Assistance:** During the initial setup and onboarding, Goodsted assists App Admins with branding, structure, and reporting configurations. Thereafter, Clients can request additional configuration support at any time.
- **Evolving Reporting Needs:** The **Overview Report**—which consolidates participation, opportunity, and engagement metrics—evolves based on Client feedback. Where multiple Clients identify recurring needs, Goodsted may incorporate those metrics into future App updates. Custom visualisations or one-off analyses can also be provided upon request.

Goodsted may publish help articles, guides, or release notes to assist Clients in understanding new features or updates.

4. Client obligations

4.1 General Obligations

The Client shall:

- **Cooperate with Goodsted** in all matters relating to configuration, onboarding, support, and delivery of the Services.
- **Provide complete and accurate information** as reasonably required by Goodsted for App setup, user onboarding, and reporting purposes.
- **Maintain security and confidentiality** of any administrative credentials or SSO integrations and ensure access is limited to authorised App Admins.
- **Prevent unauthorised access** to the App or its data and promptly notify Goodsted of any suspected breach or misuse.
- **Comply with all applicable laws and regulations** in connection with the App, including data-protection, equality, safeguarding, and employment legislation.
- **Ensure all App Members' use of the App** is consistent with these Terms and the

Goodsted Terms of Use.

The Client is responsible for the actions of its App Admins and App Members and shall ensure that appropriate internal policies and controls are in place for their use of the App.

4.2 Appropriate Use

The Client shall not, and shall procure that its App Admins and App Members shall not:

- Introduce or transmit any **Virus**, malware, or other malicious code;
- Use the App for any unlawful, defamatory, discriminatory, or harassing purpose;
- Copy, modify, or create derivative works based on the App except as expressly permitted;
- Reverse engineer, de-compile, or otherwise attempt to derive the source code of any part of the App;
- Use the App to build or support a competing product or service;
- Attempt unauthorised access to any part of Goodsted's systems, other Clients' Apps, or related infrastructure; or
- Interfere with or disrupt the integrity, security, or performance of the App.

Goodsted reserves the right to suspend or restrict access, without prejudice to its other remedies, if it reasonably believes the Client or its users have breached this clause.

4.3 Compliance and Safeguarding Responsibilities

The Client is solely responsible for ensuring that its use of the App and any activities managed through it comply with all relevant legal, ethical, and safeguarding obligations.

Where App Members or volunteers may interact with vulnerable individuals or participate in regulated activities, the Client shall:

- Conduct and verify any required **background, DBS, or safeguarding checks**;
- Ensure suitable **risk assessments** and supervision are in place; and
- Keep appropriate records of compliance within its own systems or within the App where such functionality is available.

Goodsted provides the technical means to record the completion of such checks but does not conduct, verify, or monitor them. Goodsted does not vet, screen, or approve volunteers or external participants and is not responsible for the Client's safeguarding policies or their implementation. The Client remains solely responsible for determining suitability and compliance.

4.4 Communications and Notifications

App Members manage their own communication preferences within the App's profile settings.

The Client may use the App to communicate directly with its App Members about activities and Opportunities that are part of its Impact Programme.

All communications must:

- Relate to legitimate organisational purposes;
- Respect Member privacy and preferences; and
- Comply with applicable **data-protection, marketing, and anti-spam** regulations.

Goodsted may send **system notifications** (such as password resets, reminders, or critical service messages) to App Members as part of the normal operation of the App.

Marketing or promotional communications from Goodsted will only be sent where a Member has explicitly consented.

4.5 Role and Permission Management

The Client, through its App Admins, manages Member roles, permissions, and access levels.

App Admins may:

- Assign or revoke administrative roles (e.g., Page Admin, Opportunity Lead);
- Approve or reject new Member registrations and Organisation Pages; and
- Update visibility, approval, and privacy settings through the Admin Panel.

The Client is responsible for ensuring that only authorised individuals hold elevated

permissions and that any role changes are reviewed periodically.

5. Pages, Opportunities and Administrative Responsibilities

5.1 Administrative Roles and Scope

Within each Goodsted App, certain individuals are designated as **App Admins** by the Client. App Admins act on behalf of the Client and are responsible for managing and supervising App configuration, user access, and all content posted within the App.

App Admins have the authority to:

- Create, edit, and manage all Pages and Opportunities across the App;
- Approve or reject new Member registrations and Organisation Pages;
- Assign and revoke Page Admin or Opportunity Lead permissions;
- Moderate and remove any content or Opportunity that breaches organisational policy, data-protection requirements, or the Goodsted Terms of Use;
- Adjust approval workflows, privacy settings, and visibility rules within the Admin Panel; and
- Generate, export, or request data and performance reports, including the Overview Report.

These administrative rights exist to maintain compliance, security, and the integrity of the App. All such actions are logged within the system for accountability and audit purposes.

5.2 Responsibilities of the Client and App Admins

The Client and its App Admins are jointly responsible for:

- Ensuring that all App Members' use of the App complies with the **Goodsted Terms of Use**;

- Monitoring Opportunities and Member activity to ensure appropriateness, accuracy, and compliance with applicable law and organisational policy;
- Maintaining confidentiality of administrative credentials and access permissions;
- Reviewing Page structures, visibility, and Member roles periodically; and
- Acting promptly on any reports of misuse, inappropriate content, or technical issues.

Goodsted may provide guidance and support in administering these responsibilities but does not exercise ongoing moderation over user-generated content.

5.3 Reference to App Member Terms

All guidance, rules, and obligations relating to how App Members use the App — including participation in Opportunities, creation of content, conduct standards, and community interaction – are set out in the **Goodsted Terms of Use**.

App Admins should familiarise themselves with those Terms and ensure they are communicated to all Members when onboarding new users.

5.4 Reporting and Insights

App Admins have access to the **Overview Report**, which consolidates participation, Opportunities, and outcomes across the Client's App. Additional reporting or data exports can be requested through the Admin Panel or from Goodsted's support team. Where multiple Clients identify recurring data needs, Goodsted may incorporate those metrics into future App updates.

6. Fees

6.1 General Payment Information

The Client agrees to pay the Subscription Fees and any other agreed charges as set out in the applicable Order Form or Call-Off Contract (where applicable).

Fees are payable in advance for each Billing Period, unless otherwise stated in the applicable

Order Form or Call-Off Contract (where applicable).

The Subscription Fees and any applicable fee model are as specified in the Order Form. Any changes during the Subscription Term must be agreed in writing by both parties, including via an updated or replacement Order Form or an amendment to the applicable Call-Off Contract (where applicable).

Goodsted may review its pricing at the end of any Subscription Term. Any change to Fees will only take effect for a subsequent term where permitted and agreed in writing in the applicable Order Form or Call-Off Contract (where applicable), and Clients will be notified at least 30 days in advance where a change is proposed.

All payment obligations are non-cancellable and all amounts paid are non-refundable, except as expressly provided in these Terms or the applicable Order Form or Call-Off Contract (where applicable).

6.2 Payment Methods

Invoice Payment

If paying by invoice, Goodsted will issue invoices no more than **45 days** before the start of each Subscription Term or renewal period, unless otherwise stated in the Order Form. Invoices are payable within **30 days** of the invoice date, unless otherwise agreed in writing.

Credit or Debit Card

If paying by card, the Client authorises Goodsted (or its appointed payment processor) to charge the card or account for all applicable Fees during the Subscription Term.

The Client consents to the disclosure of necessary billing information to third-party payment processors solely for this purpose.

Payment Information

The Client must ensure all billing and contact details remain accurate and up to date.

Changes may be submitted by email to **support@goodsted.com**.

Failure to maintain accurate billing information may result in suspension of access until

payment details are corrected.

6.3 Late or Missed Payments

If the Client fails to make any payment by the due date:

- (a) Goodsted may charge interest on the overdue amount at **4 % per year above the Bank of England base rate**, accruing daily until full payment is received;
- (b) Goodsted may suspend access to the App and all associated Services until payment is made in full; and
- (c) the Client shall reimburse Goodsted for all reasonable costs incurred in recovering overdue sums, including legal fees.

6.4 Disputed Charges

If the Client reasonably and in good faith disputes any portion of an invoice, the Client must notify Goodsted in writing within **60 days** of the invoice date, clearly identifying the disputed amount and reason. The parties will work together in good faith to resolve the dispute promptly. Undisputed amounts must still be paid by the due date.

6.5 Taxes

All Subscription Fees are exclusive of taxes, duties, and similar governmental charges.

The Client is responsible for any applicable sales, VAT, or similar taxes imposed by law, other than taxes on Goodsted's income.

If withholding tax applies, the Client shall gross-up payments so that Goodsted receives the full amount due.

6.6 Adjustments and Renewals

Goodsted may review subscription usage before renewal to ensure the Subscription remains appropriate. Any adjustments will only apply where permitted and agreed in writing in the applicable Order Form or Call-Off Contract (where applicable), and Goodsted will discuss any proposed adjustments with the Client prior to renewal.

Renewal will occur automatically at the end of each Subscription Term unless the Client gives

written notice of non-renewal at least 30 days before the renewal date, or unless automatic renewal is expressly disabled in the applicable Order Form or its special terms.

Automatic renewal does not apply where the Services are provided under a Call-Off Contract, unless expressly agreed in that Call-Off Contract.

7. Intellectual property rights

7.1 Ownership of the Goodsted App and Services

Goodsted retains all **Intellectual Property Rights** in and to:

- the Goodsted App, software, design, databases, analytics, and infrastructure;
- all updates, enhancements, and modifications;
- any code, algorithms, processes, documentation, or training materials developed in connection with the Subscription Services; and
- all related trademarks, branding, and goodwill.

Nothing in these Terms transfers ownership of such rights to the Client.

The Client is granted a **limited, non-exclusive, non-transferable, revocable licence** to access and use the Subscription Services during the Subscription Term in accordance with these Terms and the Order Form.

7.2 Client Data and Content

The Client retains all rights, title, and interest in and to:

- all data, content, and materials input or uploaded by the Client or its App Members;
- any reports or outputs derived from that data (excluding Goodsted's aggregated or anonymised data); and
- the Client's own logos, trademarks, and branding.

Goodsted will not use the Client's data or branding for marketing or external publication without the Client's prior written consent.

7.3 Licence from the Client to Goodsted

The Client grants Goodsted a **non-exclusive, worldwide, royalty-free licence** to host, process, display, reproduce, and analyse the Client's data and Member-generated content solely for the following purposes:

1. **Operating and maintaining** the Goodsted App and Subscription Services;
2. **Providing reporting and analytics** (including the Overview Report and related dashboards) to the Client and its App Admins; and
3. **Improving and developing** the Goodsted App and related services through the use of **anonymised and aggregated data** that does not identify the Client, App Members, or any individual.

For purposes (1) and (2), Goodsted acts as a **data processor** on behalf of the Client under applicable Data Protection Legislation. For purpose (3), Goodsted acts as an **independent data controller**, processing only **non-identifiable, aggregated data** for lawful business, research, and product development purposes.

Goodsted shall not sell, transfer, or share any identifiable data with third parties for marketing or unrelated commercial use. This licence automatically terminates upon deletion or export of the Client's data, except for securely retained backup copies and anonymised analytics maintained solely for system integrity, benchmarking, and lawful business purposes.

7.4 Licence from Goodsted to the Client

During the Subscription Term, Goodsted grants the Client a **non-exclusive, non-transferable licence** to display the Goodsted name and marks within its App interface as necessary for use of the Subscription Services.

All use of Goodsted trademarks must comply with Goodsted's brand guidelines and may not imply endorsement of third-party activities or external communications without written approval.

7.5 Restrictions

The Client shall not, and shall ensure that its App Admins and App Members do not:

- copy, reproduce, modify, create derivative works from, or attempt to extract source code from the Goodsted App or any part of the Subscription Services;
- remove, obscure, or alter any proprietary notices or branding appearing in the App; or
- use any Goodsted intellectual property for any purpose outside the scope of these Terms or the Order Form.

7.6 Feedback and Suggestions

Goodsted welcomes feedback, feature ideas, and improvement suggestions from Clients and App Admins.

Any feedback provided is deemed **non-confidential** and may be used by Goodsted without obligation or attribution to the Client, provided it does not identify the Client's confidential or personal data.

Goodsted may incorporate such suggestions into future releases or features at its discretion.

7.7 Survival

The rights and obligations set out in this section shall survive termination or expiry of these Terms.

8. Data protection

8.1 Compliance with Data Protection Legislation

Both parties shall comply with all applicable **Data Protection Legislation**, including the UK GDPR and the Data Protection Act 2018.

This clause supplements and does not replace either party's obligations under those laws.

8.2 Roles of the Parties

For personal data processed within the Goodsted App on behalf of the Client:

- The **Client (App Owner)** is the **data controller**, determining the purposes and lawful basis of processing; and
- **Goodsted** acts as the **data processor**, processing such data only in accordance with the Client's instructions, these Terms, and applicable law.

Goodsted also acts as an **independent data controller** for limited purposes, including:

- managing its relationship with the Client (e.g., billing, contract administration, compliance);
- maintaining security, performance, and system logs; and
- processing **anonymised and aggregated data** for analytics, benchmarking, product improvement, and research purposes.

8.3 Processing by Goodsted as Data Processor

When acting as a data processor, Goodsted shall:

- process personal data only on documented instructions from the Client;
- ensure all personnel authorised to process data are bound by confidentiality obligations;
- implement appropriate **technical and organisational measures** to ensure security, integrity, and availability of data;
- assist the Client in responding to requests from data subjects and in complying with Articles 32–36 of the UK GDPR (security, breach notification, data protection impact assessments, etc.);
- delete or return personal data to the Client upon termination of the Subscription Term, unless retention is required by law; and
- make available all information reasonably necessary to demonstrate compliance with this clause.

8.4 Sub-Processors

Goodsted may engage sub-processors to support service delivery (e.g., hosting, analytics, email, and cloud storage), and all such sub-processors are bound by data-processing terms no less protective than those in this Agreement; where a sub-processor will have access to Client Data and Content, Clients will be notified of any intended change at least 30 days in advance and may object if they reasonably believe the change would materially increase risk to their data (in which case both parties will work in good faith to find an alternative), while changes to sub-processors used solely for Goodsted's internal operations that do not access Client Data and Content do not require client notification; a current list of such sub-processors is maintained on [Goodsted's Subprocessors List](#) and will be updated to reflect any changes.

8.5 Data Transfers

Where personal data is transferred outside the UK, Goodsted shall ensure such transfers are made in accordance with applicable data-transfer mechanisms under the UK GDPR (such as adequacy regulations or the International Data Transfer Agreement).

8.6 Data Retention and Deletion

Upon expiry or termination of the Subscription Term, Goodsted will retain Client data for up to **90 days**, solely to enable secure export or deletion. Following that period, all identifiable data will be permanently deleted from active systems and backups, unless retention is required by law or by written agreement with the Client. Anonymised and aggregated analytics may be retained for lawful business, research, and benchmarking purposes.

8.7 Privacy Policy and Transparency

Goodsted processes personal data in accordance with its Privacy Policy, which details the categories of data collected, purposes of processing, and contact information for data protection queries. Each Client may have its own privacy policy applicable to App Members. The Client is responsible for ensuring that such policy is accurate, up to date, and consistent with applicable law.

9. Term and Termination

9.1 Term

These Terms commence on the date the Order Form is executed or, where applicable, the date the relevant Call-Off Contract takes effect, and continue for the Subscription Term stated in the applicable Order Form or Call-Off Contract (where applicable), unless terminated earlier in accordance with this section. Where automatic renewal applies, the Client may give written notice of non-renewal at least 30 days before the renewal date.

9.2 Termination by Either Party

Either party may terminate these Terms or any active Order Form or Call-Off Contract (where applicable) with immediate effect by written notice if the other party:

- commits a Material Breach that is not remedied within **30 days** of written notice;
- becomes insolvent, enters liquidation, or is otherwise unable to pay its debts; or
- ceases or threatens to cease carrying on business.

9.3 Termination by Goodsted

Goodsted may also suspend or terminate access to the App or Subscription Services if:

- the Client fails to pay any undisputed amount due within **30 days** of the due date;
- continued access would pose a security, compliance, or operational risk; or
- the Client repeatedly breaches usage restrictions or violates these Terms.

9.4 Effect of Termination

Upon termination or expiry:

- all rights and licences granted to the Client shall cease;
- access to the App and related data will be disabled;
- the Client remains liable for all unpaid Fees up to the effective termination date; and
- each party shall return or destroy the other's Confidential Information as required under clause 11.3.

Any provisions that expressly or by implication are intended to survive termination shall remain in force, including those relating to confidentiality, intellectual property, limitation of liability, and data protection.

Nothing in this section restricts or limits any termination rights granted under an applicable Call-Off Contract.

10. Disclaimers & Limitation of Liability

10.1 Mandatory Exclusions

Nothing in these Terms limits or excludes liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- any other liability that cannot legally be excluded or limited.

10.2 Excluded Types of Loss

Subject to clause 10.1, neither party shall be liable for:

- loss of profits, revenue, business, or goodwill;
- loss or corruption of data or software;
- loss of contracts or anticipated savings; or
- indirect, incidental, or consequential damages of any kind.

10.3 Limitation of Liability

Except for liabilities that cannot be excluded under clause 10.1, each party's total aggregate liability under or in connection with these Terms shall not exceed the total **Subscription Fees paid by the Client in the twelve (12) months** preceding the event giving rise to the claim.

Nothing in these Terms limits or excludes liability to the extent prohibited by the CCS Framework Agreement or applicable Call-Off Contract.

10.4 Disclaimer of Warranties

The Subscription Services are provided on an **"as is" and "as available"** basis. Goodsted does not warrant that operation of the App will be uninterrupted, secure, or error-free, but will use reasonable efforts to minimise downtime and maintain service quality. No advice or information, whether oral or written, obtained from Goodsted shall create any warranty not expressly stated in these Terms.

10.5 Third-Party Content

The App may include content, data, or links provided by third parties.

Goodsted is not responsible for the accuracy, completeness, or reliability of such content or for any loss arising from reliance on it.

10.6 Survival

This section shall survive termination or expiry of these Terms.

11. General

11.1 Force Majeure

Neither party shall be liable for delay or failure to perform obligations caused by circumstances beyond its reasonable control, including but not limited to natural disasters, war, strikes, civil unrest, epidemics, or failure of telecommunications or internet services.

11.2 Assignment

Goodsted may assign, transfer, or subcontract any of its rights or obligations under these Terms at any time.

The Client may not assign or transfer its rights or obligations without Goodsted's prior written consent.

11.3 Confidentiality

Each party shall keep confidential all information disclosed by the other that is marked or reasonably understood to be confidential.

Confidential Information shall not include information that:

- is or becomes public through no fault of the receiving party;
- was lawfully known to the receiving party before disclosure;
- is independently developed without reference to the disclosing party's information; or
- is required to be disclosed by law or court order (with prior notice where lawful).

Each party shall restrict disclosure of Confidential Information to those of its employees, contractors, and advisers who need to know for the purposes of this Agreement and shall ensure they are bound by equivalent confidentiality obligations.

11.4 Entire Agreement

These Terms, together with the applicable Order Form or Call-Off Contract (where applicable) and incorporated documents (including the Goodsted Terms of Use and Privacy Policy), constitute the entire agreement between the parties and supersede all prior discussions, representations, or agreements, whether oral or written.

Where the Customer procures the Services under the G-Cloud framework, the CCS Framework Agreement and the applicable Call-Off Contract shall take precedence over these Terms.

11.5 Variation

No variation to these Terms shall be effective unless agreed in writing by both parties. Goodsted may update these Terms in accordance with clause 1.3 (Updates to These Terms).

11.6 Waiver

Failure or delay in exercising a right under these Terms shall not constitute a waiver of that right.

11.7 Severance

If any provision is found to be invalid or unenforceable, it shall be deemed modified to the extent necessary to make it enforceable, and the remainder shall continue in full force and effect.

11.8 Notices

All notices to Goodsted shall be sent to support@goodsted.com unless otherwise specified in the applicable Order Form or Call-Off Contract (where applicable). Notices shall be deemed received when sent during business hours, or the next Business Day otherwise.

11.9 Third-Party Rights

These Terms do not confer any rights under the **Contracts (Rights of Third Parties) Act 1999** to enforce any term of this Agreement.

11.10 Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of **England and Wales**, and the courts of **England and Wales** shall have exclusive jurisdiction to settle any dispute.

11.11 Contact Information

For contractual or legal correspondence, or for technical or operational support, please contact **support@goodsted.com**.