

Link Maker Systems Ltd

Terms of Service

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Link Maker Systems

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Terms of Service

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

- 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 our community support network which we operate as the Adoption UK Community for adopters, or our foster carer support network.

Adoption UK (Reg. Co. number 09454981) is a UK registered charity. Link Maker provides the Adoption UK Community support network in partnership with Adoption UK. More information can be found [here](#).

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 adoption and commissioning services to look to adopt or foster a child.
- You are an Organisation using our adoption and commissioning services acting on behalf of an adopter or care placement.
- You are an Organisation using our adoption and commissioning services acting on behalf of a child being placed for adoption or in care.
- You are using the community support network.

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.

If you are an individual registered with an Organisation which has a separate agreement with us (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). It is your Organisation's responsibility to bring your attention to any Local Agreement.

If you are an Organisation which is party to a Local Agreement, to the extent that there is any conflict or inconsistency between the provisions of these terms and that Local Agreement, 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.

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.

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, 176a High Street, Barnet, Hertfordshire EN5 5SZ. 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 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 ensuring that 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 register in order to use certain areas of our site and some features require payment. Where payment is required, you must make payments to us by BACS or via Stripe (see <https://stripe.com> for more information).

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 should any information change.

During the registration process you will generate a password and user identification code, which you will use with your user name 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 user name, 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 the acceptable use policy.

If your account access is subject to a Local Agreement, we will inform the Organisation that is party to that Local Agreement (or such other party as they may nominate) as soon as possible after your account is disabled and the reason(s) why. 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 user identification code, user name 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 website, we are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. 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.

If you are an Organisation, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are an individual not registered with 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.

This information 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 will 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 the following terms will apply, and be enforceable, as between your Organisation and the user which uploaded the information to our site. Your Organisation will, in relation to such personal data, and the relevant data subjects:

- Process the personal data only for the purposes of linking children to adoptive parents or foster carers, or on the documented instructions of the user which uploaded the information to our site.
- Not transfer any personal data outside the EU without approval of the relevant controller, or other appropriate safeguards that may permit such transfer under applicable data protection legislation.
- Only use staff and other persons who have a duty of confidentiality with regard to the data. For example, a practitioner from an Organisation may share data received from the site at an Organisation’s weekly meeting regarding family-finding or at a panel meeting for adoption.

- Comply with security obligations equivalent to those imposed on the user which uploaded the information to our site under the applicable data protection legislation (in particular Article 32 of the GDPR).
- Notify the user which uploaded the information to our site of any breach in relation to the personal data shared by that user.
- Enlist a sub-processor only with the prior permission of that user.
- Provide the relevant controller with reasonable assistance:
 - using appropriate technical and organisational measures, as far as it is possible, to help them 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,
 - to support their 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 they are required to conduct a data protection impact assessment under Article 35 of the GDPR, or where they are required to consult the ICO under Article 36 of the GDPR.
- Maintain appropriate records of your processing.

Use of information on our community support network

You may only use the information provided via our community support network 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, and if you are an Organisation you will be liable to us and (subject to the provisions below regarding mitigation of loss and notification and conduct of claims) you indemnify us for all liabilities, costs, expenses, damages and losses arising from or related to any breach of that warranty by you or any person (other than us or our employees, agents or sub-contractors) acting on your behalf. For clarity, this indemnity does not apply to you if you are an individual working for an Organisation (but you must still comply with the content standards set out in our Acceptable Use Policy).

We must use reasonable endeavours to mitigate all liabilities, costs, expenses, damages, claims and losses covered by the indemnity above. To the extent that we receive 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, we must:

- promptly notify the Organisation giving the indemnity of the existence of that claim or threatened claim;
- 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 Organisation (not to be unreasonably withheld or delayed);

- give the Organisation giving the indemnity (and any advisors appointed by them) sole conduct of the defence of (or response to) that claim or threatened claim; and
- provide the Organisation giving the indemnity with such assistance with defending or responding to such claim or threatened claim as that Organisation may reasonably request (subject to that Organisation meeting our reasonable costs of providing such assistance).

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

Please note that the charity Adoption UK, which is an independent charity, will monitor and moderate the information posted on the Adoption UK Community 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. Your behaviour may lead to the suspension of your ability to access the Adoption UK Community and / or your Link Maker account, and suspension of your Adoption UK membership. We do not share any personal data with Adoption UK except to the extent Adoption UK views the content within the Adoption UK Community.

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.

That personal data will include the complete case history for children and adults which are registered with your Organisation for adoption or fostering. This may include information such as names, contact details, dates of birth, correspondence between users and your Organisation, correspondence between your Organisation and other Organisations regarding a case, the complete case history for a child, special categories of personal data (such as health, ethnicity, race, sexual orientation, and political views) and criminal offence data). Please see our [Privacy Policy](#) for more details.

Where we act as your processor, we will:

- Process the personal data only on your documented instructions which includes making your personal data available to other users of our site for the purposes only of you and those users linking children to adoptive parents or foster carers or participating in the community support network. We may make your information available to others if we are required by law to act without your instructions.
- Only use staff and other persons who have a duty of confidentiality with regard to the data.
- Comply with security obligations required by the applicable data protection legislation (in particular Article 32 of the GDPR).

- Notify you of any personal data breach within 24 hours (as defined in the GDPR as a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed) in relation to the personal data uploaded by you. If you require us to contact a specific person or require us to use specific contact details, you must notify us in writing of the appropriate emergency contact details, and you must maintain such information up to date at all times.
- Enlist a sub-processor only with the prior permission of that user (which may be specific or general permission). Each user, acting as a controller, grants a general permission for us to use the following sub-processors to the extent that they process your personal data as part of the services which we provide to you:
 - Clook Ltd, a subsidiary of Sub6 Ltd who manages our server infrastructure.
 - Equinix Ltd, the data centre where the servers reside.
 - Zencoder Ltd, the company responsible for transcoding any videos uploaded to the site.
 - Mailgun Inc, the company used to send application emails to notify you if you have a new message within your account on our Site. Mailgun Inc. are based in California state, US and are certified under the EU-US Privacy Shield for transfers of personal data from the EU to the US]
 - Freshmail Ltd, the online site is used to send marketing emails.
 - PCA Predict, used to supply possible addresses for a specific postcode.
 - Sales Force Ltd, CRM systems used to store issues raised with the support helpdesk or information relating to the purchase of an Organisations licence.
 - We have contracts in place with all our sub-processors. If we have been given a general permission to use certain sub-contractors, we will provide you with reasonable notice if we need to change the sub-processors which we use from time to time.
- We will provide you, as a licensed user, with reasonable assistance:
 - using appropriate technical and organisational measures, as far as it is possible, to help you 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,
 - to support your 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 you are required to conduct a data protection impact assessment under Article 35 of the GDPR, or where you are required to consult the ICO under Article 36 of the GDPR.
 - Where we provide such assistance, usually this is built into our processes and systems, however, we may charge you at our standard rates for our time incurred if you, as a licensed user, require assistance that is not reasonable bearing in mind the information available to us, and the limitations of available technology used by us to provide the Site and our services. For example, where the level of assistance is excessive, or is based on requirements that are specific to you, rather than standard industry practice (for example, if you require information in a format that we do not support).

- Upon your written request, we will provide you, as a licensed user, with reasonable information that you need to ensure that you and we are complying with the requirements of Article 28 of the GDPR. Such information will be limited to audit reports from our penetration tests, our internal independent audits, and our ISO27001 audit. If, following your review of such information, you consider that an audit or inspection in relation to such obligations is reasonably necessary, this must be agreed in writing with us.
- We will tell you if we are asked to do something as part of any such information request, audit or inspection, which infringes applicable data protection legislation.
- If your information requests, or your audit or inspections requires unreasonable assistance or excessive amounts of information or use of our resources, we may charge you at our standard rates.
- Maintain appropriate records of our processing activities.

Duration of the processing:

- 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 after 14 days 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 3 years if your organisation has an active licence, or 3 months if your organisation's licence has expired. Data is marked for deletion and after 14 days the data is anonymised in accordance with the 'Anonymisation Code of Practice' issued by the ICO. This anonymised data is held 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. Certain users will have access to different levels of personal data (including more sensitive personal content (sensitive content)) depending upon the level of subscription and the level of permission granted by their Organisation (the "placing organisation").

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 such users and other third parties as may be specified in writing by the placing Organisation to access and use content and sensitive content for the purpose of performing child adoption and fostering services.

- a licence for us to disclose content and sensitive content to such users and third parties as may be specified in writing by the placing Organisations.
- 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.

We can accept no liability or responsibility for any misuse of any content or sensitive content licensed for access and use as described above and, if you are an Organisation, you indemnify us and hold us harmless (subject to the provisions below regarding mitigation of loss and notification and conduct of claims) for any liabilities, costs, expenses, damages, claims and losses suffered by us as a result of any such misuse by you or any person (other than us or our employees, agents or sub-contractors) acting on your behalf.

We must use reasonable endeavours to mitigate all liabilities, costs, expenses, damages, claims and losses covered by the indemnity above. To the extent that we receive 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, we must:

- promptly notify the Organisation giving the indemnity of the existence of that claim or threatened claim;
- 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 written consent of the Organisation;
- give the Organisation giving the indemnity (and any advisors appointed by them) sole conduct of the defence of (or response to) that claim or threatened claim; and
- provide the Organisation giving the indemnity with such assistance with defending or responding to such claim or threatened claim as that Organisation may reasonably request (subject to that Organisation meeting our reasonable costs of providing such assistance).

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 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 a business or Organisation, 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.

Trade marks

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

Privacy Policy

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

This policy (together with our terms of service and any other documents referred to in it) 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" 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.

Responsibility for personal data

Our site and the services available using our site is a platform to enable 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 (which 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. This includes:

For the Link Maker adoption and commissioning services:

- Organisations may upload information to our site about children who require adoption or fostering, or about prospective adoptive or foster parents who have registered with that organisation.
- 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 community support network:

- You may use the community support network to upload and view content with other members of the network. This includes the Adoption UK Community.

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 – which means we act on behalf of the Organisations and their registered user individuals which upload information to the Link Maker site for the purposes of using the Link Maker adoption and commissioning services. We do have obligations as a processor under the applicable data protection legislation, which we have reflected in this policy, and our Link Maker Terms of Service.

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

Where you are an Organisation you will have your own obligations as a controller under the applicable data protection legislation. For example, you must comply with the data protection principles as set out in the EU's General Data Protection Regulation (GDPR) as it applies in the UK or as updated and applied following our departure from the EU. 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, and not disclosed without authorisation.

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 personal data has been uploaded to our site by an Organisation, the privacy policy of the Organisation with which you are registered will apply.

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

- 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 [below](#).

It is important that you read this policy together with any other privacy policy or fair processing 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 Alpha House, 176a High Street, Barnet, Hertfordshire EN5 5SZ. If you want to contact us in relation to this policy, please contact the security officer by phone 0843 886 0040 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 broad categories (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 your behalf (where we act as a processor)

For organisations

- Case data which you give us as part 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.
 - 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.
 - Activity data - Data on expressions of interest 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.

For adopters and foster carers

- 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.
- Social profile information which you uploaded and share with the community support network. This will include details of family make-up, hobbies and interests.

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. 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 to this end. 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. 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 follows:

- Identity and contact information which we use to verify your identity with an Organisation and provide you with a login to the community support network. This will include name, address, email address, username, password and user type
- 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.
 - Identity data which includes 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.
 - Contact data which includes address, email address and telephone numbers.
 - Transaction Data -
 - a) Which includes details about the products and services you have purchased from us as an individual.
 - b) Where you as an individual pay for our services by card, our payment services provider (which is currently Stripe) collects details about payments (bank account and card payment details) to process your payment. We don't collect financial data from you and Stripe does not disclose that financial data to us.
 - 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. Where you register to use the Adoption UK Community, we will contact Adoption UK to verify your membership.

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 User Content and act as a processor)

Where we are providing our adoption and commissioning services to you as an Organisation, to allow adopters, foster carers and care providers to be linked to children, and store data via the Link Maker adoption and commissioning services, 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.

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. 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 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:
 - Technical data from the following parties:
 - a) analytics providers such as Google based outside the EU;
 - Contact, and transaction data from providers of technical, payment and delivery services:
 - b) Stripe 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.

To allow you access to certain features of the Adoption UK Community, we will verify your membership of Adoption UK by checking against the Adoption UK database information necessary to identify you which will include your name, email address and the Adoption UK membership number, which you can provide at any time.

[Click here](#) 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 further below) |
|---|---------------------------|---|---|
| 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 and contact data deleted at the request of the user. Records are marked for deletion and after 14 days the data is anonymised or 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 and contact data deleted at the request of the user. Records are marked for deletion and after 14 days the data is anonymised or 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 | 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 offence data where made manifestly public when you publish the information on the community support network | a) Identity and contact data deleted at the request of the user. Records are marked for deletion and after 14 days the data is anonymised or if the user has not logged on to the system for a period of 3 years. |

| Purpose/Activity | Type of data | Lawful basis for processing including basis of legitimate interest | Retention period (see further below) |
|--|---|--|---|
| <p>To manage our relationship with you which will include:</p> <p>a) Notifying you about changes to our terms or privacy policy.</p> | <p>a) Identity b) Contact c) Marketing and Communications</p> | <p>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)</p> | <p>a) Identity and contact data deleted at the request of the user. Records are marked for deletion and after 14 days the data is anonymised or 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.</p> |
| <p>b) Asking you to leave a review or take a survey</p> | <p>a) Identity b) Contact c) Marketing and Communications</p> | <p>a) To the extent that we have contacted you to review or take a survey we process that data on the basis of consent.</p> | <p>a) Identity and contact data deleted at the request of the user. Records are marked for deletion and after 14 days the data is anonymised or 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.</p> |
| <p>To moderate the content on the community support network, including to communicate with Adoption UK as part of the monitoring and moderation of the community support network</p> | <p>a) Identity b) Contact</p> | <p>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 Terms of Service only for the benefit of the community members.</p> | <p>a) Identity and contact data deleted at the request of the user. Records are marked for deletion and after 14 days the data is anonymised or if the user has not logged on to the system for a period of 3 years.</p> |

| Purpose/Activity | Type of data | Lawful basis for processing including basis of legitimate interest | Retention period (see further below) |
|---|---|---|--|
| To administer and protect our business and our site (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data) | 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) b) Necessary to comply with a legal obligation | a) Identity and contact data deleted at the request of the user. Records are marked for deletion and after 14 days the data is anonymised or if the user has not logged on to the system for a period of 3 years. b) 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 are 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 and our products and grow our business.) b) Necessary for our legitimate interests (to develop our products/services and grow our business) | a) Identity and contact data deleted at the request of the user. Records are marked for deletion and after 14 days the data is anonymised or 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 is anonymised. 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 are registering to use the Adoption UK Community site, then we will check your identity details that you provide as part of our registration process against Adoption UK's membership database to verify if you are a member prior to you being granted access to the community.
- 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:
 - Clook Ltd, a subsidiary of Sub6 Ltd who manages our server infrastructure.
 - Equinix Ltd, the data centre where the servers reside.
 - Zencoder Ltd, the company responsible for transcoding any videos uploaded to the site.
 - Mailgun Inc, the company used to send application emails to notify you if you have a new message within your account on our Site. Mailgun Inc. are based in California state, US and are certified under the EU-US Privacy Shield for transfers of personal data from the EU to the US.
 - Freshmail Ltd, the online site is used to send marketing emails.
 - Sales Force Ltd, CRM systems used to store issues raised with the support helpdesk or information relating to the purchase of an Organisation's licence.

- 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 ISO270001, 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 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.

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 [above](#).

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

- Your 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 is deleted at the request of the relevant individual's Organisation or an inactive case is deleted if there has been no activity against the case for 3 years if your organisation has an active licence, or 3 months if your Organisation's licence has expired. Data is marked for deletion and after 14 days the data is anonymised in accordance with the 'Anonymisation Code of Practice' issued by the ICO. This anonymised data is held for statistical purposes.
- A user record is deleted on request from the user, or if the user has not logged on for 3 years.
- In some circumstances you can ask us to delete your data: see Request erasure [below](#) 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 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 March 2019 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 access the "Link Maker" site (www.linkmaker.co.uk) (our site). This acceptable use policy applies to all users of, and visitors to, our site in their own capacity as an individual and on behalf of any Organisation which they represent when using our site.

Your use of our site means that, on your own behalf and on behalf of any Organisation which you represent when using our sites, you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our Terms of Service.

The Link Maker site 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 Alpha House, 176a High Street, Barnet, Hertfordshire EN5 5SZ. Our VAT number is 178 6941 51.

Prohibited uses

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

- 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 ([see below](#)).
- 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 in contravention of the provisions of our Terms of Service.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our sites;
 - any equipment or network on which our sites is stored;
 - any software used in the provision of our sites; or
 - any equipment or network or software owned or used by any third party.

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

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 trade mark 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.

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. 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 of service under which you are permitted to use our site, 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.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- 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 | CAKEPHP | 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. |
| 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.