



FAMILY ZONE

CUSTOMER TERMS

11 INTRODUCTION

1.1 Your Agreement

These are our standard terms and conditions (“Customer Terms”) for providing our Products to consumer customers. Our Customer Terms must be read in conjunction with:

- (a) Your Order;
- (b) Our Terms of Service;
- (c) Our Privacy Policy; and
- (d) Any Product Descriptions associated with the Products you use.

all of which together form your agreement with us (the “Agreement”).

In some instances, we may agree in writing to specific additional terms and conditions with you (“Specific Terms”). In such cases the Specific Terms also form part of this Agreement.

To the extent of any inconsistency in the Agreement, our terms apply in this sequence: Specific Terms, then Your Order, then Terms of Service; then our Standard Terms and then Product Descriptions.

1.2 This is a Binding Agreement

THE AGREEMENT IS BETWEEN YOU AND US REGARDING YOUR USE OF, RIGHTS TO AND OBLIGATIONS WITH RESPECT TO FAMILY ZONE PRODUCTS. THIS AGREEMENT APPLIES TO ANY UPDATES, SUPPLEMENTS OR MODIFICATIONS TO THE FAMILY ZONE PRODUCTS, UNLESS OTHER TERMS ACCOMPANY THOSE ITEMS. IF SO, THOSE TERMS APPLY. PLEASE READ THESE CUSTOMER TERMS CAREFULLY BEFORE USING THE FAMILY ZONE PRODUCTS. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND FAMILY ZONE.

BY CREATING AN ACCOUNT OR USING ANY OF THE FAMILY ZONE PRODUCTS YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE BEEN PRESENTED WITH, YOU UNDERSTAND AND ARE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE PLEASE DO NOT USE OUR PRODUCTS.

1.3 Resellers

If you have ordered Products through a Reseller then the Agreement is between you and them and where this agreement refers to us, this should be read as the Reseller.

1.4 Cyber Experts

We may offer you the option of subscribing to a Cyber Expert. Cyber Experts provide recommended settings and ongoing updates. Cyber Experts are independent of us, we are not in a joint venture, partnership or agency relationship with them.

Our terms for supplying Cyber Expert to you are set out in our Terms of Service.

Cyber Experts provide services to you in accordance with their Cyber Expert Terms. You agree these terms when you subscribe to a Cyber Expert in our Products.

Cyber Experts may provide other services outside of Family Zone. Should you utilise such services, the associated arrangements are between you and them only.

We take no responsibility for and apply the general disclaimer of Section 5 in relation to your choice of Cyber Expert; and any services performed for you by your Cyber Expert.

12 ACCOUNT, BILLING & PAYMENT

2.1 Age requirements

You must be 18 years of age, or the age of majority in your province, territory or country of residence, to enter in this Agreement.

We call users of our Products, End Users. With your consent, minors may use our Products.

You are responsible for your End User’s use of our Products. Your and our obligations with respect to End Users is set out in our Terms of Service and Privacy Policy.

2.2 Plans

Access to our Products requires you to subscribe to a Plan.

Your Plan may be month-to-month or may have a minimum term such as 12 months.

If you have a month-to-month Plan:

- (a) Your Plan will continue on a monthly basis unless you cancel it or it is terminated;
- (b) You will be billed each month on the anniversary of the activation of your Plan or other date agreed with you (this is your ‘Billing Period’).
- (c) Where your Plan is cancelled or terminated it will end at the end of your current Billing Period.

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If you have chosen a Plan with a minimum term:

- (d) Prior to completion of your minimum term you will be notified that your term is ending and advised of the commencement date and price of your new Plan.
- (e) You must advise us before commencement of a new Plan term if you wish to cancel your Plan renewal.
- (f) Where your Plan is cancelled or terminated it will end at the end of your minimum term Billing Period.

By subscribing to a Plan, you permit us to charge you Plan Fees and any applicable promotions, offers or additional charges and applicable taxes in accordance with your Order and local laws. You further agree to pay all such items invoiced to you on or before the due date.

You may be offered additional features to attach to your Plan. Where these features attract their own particular charges these are described as Add Ons. If applicable, Add Ons will typically be added to your Plan Fees and billed in line with your Billing Period. Cancellation of Add Ons will follow the same rules as for your Plan.

2.3 Promotions & Specials

You may be offered specials or promotions with specific prices, conditions and limitations, at the absolute discretion of Family Zone and/or Resellers. These are part of your Order and take precedence over these Customer Terms.

You may be offered a free trial period with specific terms at sign-up in your Order. We reserve the right, to determine your eligibility to access a free trial. Conditions of the trial will be outlined at the point of purchase.

We will begin billing your Plan Fees at the end of any applicable free trial period unless you cancel prior to that date. We may not automatically cancel your Plan at the end of your free trial. This will be set out in your Order.

We may offer gift-able Family Zone Products or coupons. We will charge you immediately for any gifts purchased irrespective of whether the recipient redeems the gift or not. Gift codes can only be used once, cannot be redeemed for cash, resold or combined with any other offers, including a free trial.

If you received a promotion code through a Third party then additional restrictions may apply. This information will be provided to you at the point of purchase.

2.4 Hardware Orders

You may from time to time be offered Hardware from us. Please choose carefully as refunds are not normally provided where you have simply changed your mind or made a wrong selection.

On occasions, stock of advertised Family Zone Hardware may become unexpectedly unavailable or may not be technically suitable for you or your location. In that event we may supply a substitute item that is substantially equivalent to those advertised without additional charge. If in our opinion we cannot supply a suitable Family Zone Product for your order at the SAME order price we will cancel your order, notify you and give you the option to cancel your account without penalty.

We will attempt to provide approximate delivery terms at the time of order. We cannot control carrier services and cannot promise delivery times will be adhered to.

2.5 Installation

We do not offer installation services, however we may introduce you to third parties whom may be able to assist you. We don't take responsibility for the work of Third party installers.

2.6 "Money Back Guarantee" offers

If Products purchased from us are subject to a special "money back" offer entitling you to return them for a refund then unless specified otherwise in your Order:

- (a) The Products must be returned and arrive to us within 14 days of the defined return period;
- (b) The Products must arrive to us in working order and with unblemished appearance;
- (c) The Products must be returned in their standard packaging with all accessories such as chargers, covers, cables and so on; and
- (d) Should the returned Products not conform to these preceding terms that we reserve the right to refuse to refund you.

2.7 Bundles

Some Plans will provide you with included Family Zone Hardware supplied at either no charge or with a subsidy. Title to these bundled Family Zone Products does not pass until completion of the minimum term of the associated Plan. Risk however passes to you on delivery.

You may be offered a group of Products as a package ("Bundled Plan") for discounted charges. If you cancel some of the Products in the Bundled Plan then you will have 'broken' the bundle and we may adjust your Plan to bill you the applicable un-discounted Plan Fees.

2.8 Price Changes

Prices for the Family Zone Products will be presented at the time of purchase as part of your Order. Prices are subject to change however if prices are changed, reasonable notice will be provided to you. Furthermore, if you are inside a minimum contract term then you will be provided with a reasonable time period to cancel your Plan. Typically, this will be at least 30 days.

2.9 Billing currencies

Products may be billed to you in currencies other than your local currency, as specified in your Order. You understand and accept that pricing in your local currency will vary depending on applicable currency exchange rates.

Foreign currency charges may also incur transaction fees from your financial institution. These transaction fees will be payable directly by you. Please check with your financial institution for details.

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2.10 Commissions

Commissions may be paid to Cyber Experts, agents, employees, contractors and others in connection with your purchase of Family Zone Products.

2.11 Bills

You will typically receive an electronic bill for all charges each Billing Period, however, we may agree with you otherwise. Paper billing is not available.

You may be billed late for Family Zone Products however not by more than 90 days in arrears. Some charges in a Bill may relate to a previous Billing Periods.

If you dispute a bill, you must pay it on time. We will credit you if it is later determined that you are entitled.

You may not raise a billing dispute more than 6 months after a bill is issued.

2.12 Payments and payment methods

Payment methods available to you will be displayed on electronic bills, our website and other materials distributed with our Family Zone Products.

Direct Debit: If your payment method is direct debit through a financial institution (eg direct debit via credit card, bank account or other payment service provider such as Paypal) then:

- (a) Payment will be attempted on your invoice due date.
- (b) If a payment is not successful, then retries will be attempted each day until settled.
- (c) If you have not paid your invoice within 7 days of your due date you permit termination of your related Services.

Indirect Payments: If your accepted payment method is indirect eg paid through a Third party Reseller then:

- (d) Payment must be made to the relevant party by you by the due date for your account to remain available.
- (e) If you have not paid your invoice within 7 days of your due date you permit cancellation of your account.

You may modify your selected payment method subject to the methods available.

Payments and failed payments may incur transaction fees from your financial institution. Please check with your financial institution.

2.13 Late Payment & Recovery

You must pay invoices by the due date. If not paid on time we will attempt to make contact with you through the contact method registered with us. If they remain unpaid for 7 days your account will be cancelled without further notice.

If you owe us money recovery processes may be taken. We will appoint a debt collection agency. You are responsible for any costs we incur in debt recovery.

2.14 Charges relating to termination by you

You may cancel your account at any time. Plan Fees will be charged until the end of your current Billing Period. Payments are non-refundable and there are no credits for partially used periods.

Plan suspension is not available.

2.15 Maintaining your credit/debit card details

You are responsible to provide and maintain a valid payment method with us.

If your payment method details change, you must update them in "My Account" section of our website.

We will attempt but cannot promise to make contact with you if we observe that your payment method is not valid.

2.16 Errors in documents

Clerical or computation errors and misprints in any document that we or a Reseller provide to you in connection with your Family Zone Products including any Plan terms, catalogues, price lists, delivery dockets, invoices, statements or credit notes, may be corrected by the reissue of the document or otherwise by giving you notice of the error or misprint with reference to the original document.

You are not entitled to a reduction or variation in the price of a Family Zone Product by reason of any such error or misprint.

2.17 Use official methods only

You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft.

Always access your sensitive account information by going directly to our website and not through a hyperlink in an email or any other electronic communication, even if it looks official.

13 TERMS OF SERVICE

3.1 Terms of Service

Subject to your Order and acceptance of these Customer Terms, we will supply you with Products. This includes Customer Support.

Unless otherwise agreed in writing, you acknowledge and agree that our Products are provided in accordance with our Terms of Service.

You acknowledge and agree that our Terms of Service:

- (a) include important obligations on us and you;

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- (b) have been made available to you and you have read, understood and agreed to them;
- (c) impose obligations on you where our Agreement expires or terminates and accordingly survive expiration or termination of our Agreement; and
- (d) may be subject to Service Changes from time to time at our sole discretion.

Where we make a Service Change we agree to:

- (e) Make such Service Changes effective 30 days after posting notice of the change; and
- (f) Where a Service Change is in our sole opinion materially detrimental to you then (a) we will provide you with 30 days' notice of the Service Changes; (b) we will offer you a right to terminate this Agreement without penalty; and (c) to do so you must provide us within written notice of termination within 30 days of receipt of notification of the Service Changes; and
- (g) Whilst we will endeavour to, we make no promise to make available prior versions of our Terms of Service on our website.

3.2 Subcontractors

You acknowledge that subject to this Agreement we may use Subcontractors to fulfil certain of our obligations under this Agreement.

3.3 Primary Responsibility

You acknowledge that you are responsible for the Products and any use or misuse of them. You agree to take reasonable steps to ensure use of the Products complies with our Terms of Service and Privacy Policy even where used by your End users or an unrelated third party.

3.4 Updates

We may issue you an upgraded version of our software automatically from time to time. If you decline or otherwise make us unable to perform a software upgrade then relevant features may not operate properly.

If you "uninstall" Family Zone software, applicable features will no longer operate properly.

3.5 Third party equipment and services

Using a Family Zone Product will depend on you having services or equipment supplied by other parties such as an internet connection of computing device. You are responsible for such services and equipment.

3.6 Lost, stolen or sold equipment

If a Family Zone Product is sold, lost or stolen then you are responsible for deactivating it. You can do this through your account or through Customer Support.

3.7 Termination

We may terminate your access to our Products immediately if:

- You are in material breach of these Customer Terms;
- You have been notified of a breach and you have failed to remedy it within the time requested;
- You become Insolvent;
- We are required to by law or a competent authority;
- We reasonably suspect fraud or attempted fraud involving the Service;
- For security reasons; or
- You ask us to.

We may terminate your access to our Products on reasonable (typically 30 days) notice if:

- You have Plan Fees which are overdue;
- We have been requested to transfer your Plan to another party;
- We reasonably believe we need to do so for technical, security or operational reasons; or if
- You use our Products in a way that places unreasonable demands on our services to other persons.

No failure to exercise any rights in relation to a breach of any provision of our contractual terms constitutes a waiver of our rights to terminate your Services in the future.

3.8 Limited Hardware Warranty

Family Zone Hardware is sold subject to a Limited Warranty as outlined below.

Family Zone Hardware purchased by or delivered to Customers should be inspected by you prior to installation or use to determine whether they are in compliance with the specifications and free from material defects in workmanship. If any Product fails or does not work as advertised within 30 days of purchase or delivery then you may seek a full refund.

If any Family Zone Hardware fails to operate as advertised within six (6) months from purchase or delivery, please contact Customer Support immediately. We will troubleshoot the Family Zone Product with you and, if necessary, arrange for the failed item to be repaired or replaced.

We reserve the right to replace defective Family Zone Products with refurbished units of the same or better type and the defective Family Zone Products must be returned to us within a reasonable time, typically 14 days from logging your service request.

FAMILY ZONE SHALL NOT BE LIABLE FOR WARRANTY IF TESTING AND EXAMINATION IDENTIFIES THAT THE DEFECT DOES NOT EXIST OR WAS CAUSED BY YOUR OR YOUR END USER'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO REPAIR, OR BY ACCIDENT, FIRE, LIGHTNING OR OTHER HAZARD OCCURRING AFTER PURCHASE OR DELIVERY.

We reserve the right to charge you the full value for returned Family Zone Products where there is no fault with the item(s) or where it is reasonably obvious that the damage was caused by you.

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We will assess returned units within a reasonable time, typically 30 days.

14 DISCLAIMER & INDEMNITY

4.1 Cyber Safety Generally

You acknowledge that cyber threats, exposures and the various technical, operational, legal and other challenges surrounding these matters are complex and dynamic. Parental control technologies are subject to many limitations and can only ever be a part of a parent's approach to keeping their family cyber safe. Furthermore, family and individual circumstances are all very different and Cyber Experts and Family Zone will never be aware of the issues pertaining to you and your family.

4.2 General Disclaimer

FAMILY ZONE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE FAMILY ZONE PRODUCTS INCLUDING ANY FEATURES AND FUNCTIONALITIES ASSOCIATED ARE PROVIDED WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT FAMILY ZONE PRODUCTS, INCLUDING SOFTWARE WILL BE FREE FROM ERROR, OUTAGE, FAULT, LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR ANY SECURITY INTRUSION, AND WE DISCLAIM ANY LIABILITY RELATING THERETO. YOU ARE PROVIDED WITH NO GUARANTEE, REPRESENTATION OR WARRANTY THAT THE FAMILY ZONE PRODUCTS WILL BE TAILORED FOR YOUR PERSONAL CIRCUMSTANCES. WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT OUR CUSTOMER SUPPORT SERVICES WILL BE FREE FROM ERROR OR FAULT OR WILL NOT RESULT IN A LOSS FOR YOU AND WE DISCLAIM ANY LIABILITY RELATING THERETO. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL WE, OUR SUBSIDIARIES OR ANY OF OUR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS OR PARTNERS, AFFILIATES OR CONTRACTORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.

4.3 Your Statutory Rights

Nothing in these customer terms shall affect any non-waivable statutory rights that apply to you. If any provision or provisions of these customer terms shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Therefore, some of the above limitations in this section may not apply to you and these terms must be read subject to statutory provisions applicable to you. If these statutory provisions apply, to the extent to which we are entitled to do so, we limit our liability in respect of any claim under those provisions to: in the case of goods, at our option: the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and, in the case of services, at our option: the supplying of the services again; or the payment of the cost of having the services supplied again.

4.4 Waiver & Indemnity

You agree to defend, indemnify and hold harmless us, our members, affiliates and/or partners, and its and their officers, directors, partners, shareholders agents, licensees and employees from and against all claims, actions, liabilities, losses, expenses, damages and costs, including but not limited to attorney's fees that may, at any time, arise out of or relate to:

- (a) your unauthorized or unlawful use of the Family Zone Products and Services;
- (b) your breach of these Customer Terms; or
- (c) the infringement by you, your End-Users or any third party using your Plan, of any intellectual property or other right of any third party.

We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defences.

15 INTELLECTUAL PROPERTY

5.1 Our Intellectual Property

All copyright and other Intellectual Property Rights subsisting in Family Zone Products are, without limitation, owned or licensed by us and protected by the laws of Australia and other countries.

5.2 Third party Rights

Various legislation across the world protects materials such as films, music, books and computer programs. You can break these laws if you download, copy, share or distribute such material, unless you're allowed to do so by a piece of legislation or by permission of the copyright owner. Please don't use our Products to do any of these things, because if you do, we might have to cancel your account and the copyright owner may take legal action against you.

16 GENERAL

6.1 Assignment

You may not assign or transfer all or any of your rights, benefits or obligations under this Agreement without our prior written consent, the granting of which shall be at our sole discretion. We may at any time assign or otherwise transfer to any party all or any part of our rights,

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benefits or obligations under this Agreement and in that event the assignee or transferee will have the same rights against you as it would have had if it had been an original party to this Agreement. You acknowledge that we may disclose Confidential Information to (subject to us entering into a confidentiality agreement with) a potential assignee or to any person who may otherwise enter into a contractual relationship with us related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns.

6.2 Changes to Customer Terms

We may, from time to time, change these Customer Terms. Such revisions shall be effective immediately; provided however, for existing customers, such revision shall, unless otherwise stated, be effective 30 days after posting.

We will endeavour to make available prior versions of our terms on our website.

If we revise our terms and such revision is in our opinion materially detrimental to you then we will permit you to cancel your Family Zone account without penalty within 30 days and we will make a reasonable attempt to provide you notice of the change and your rights.

6.3 Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter is governed by and will be construed according to the laws set out below, subject to the location of your registered office:

Registered office	Applicable governing laws
USA	The laws of the Commonwealth of Virginia (without regard to its conflict of laws principles).
New Zealand	The laws of New Zealand.
In all other circumstances	The laws of Western Australia, Australia.

6.4 Arbitration

If you are a customer of the Family Zone and you are based in a country that has a statutory small claims or arbitration process for dealing with disputes then you agree that, by agreeing to these Customer Terms, the relevant acts govern the interpretation and enforcement of this provision we both waive our rights to a trial by jury or to participate in a class action.

This arbitration provision shall survive termination of this Agreement and the termination of your Family Zone Services.

If you elect to seek arbitration or file a small claim court action, you must first send to Family Zone, by certified mail, a written Notice of your claim ("Notice") to us at our contact address available on our website.

If we initiate arbitration, we will send a written Notice to the email address we have on our records

A Notice, whether sent by you or us must:

- (a) Describe the nature and basis of the claim or dispute;
- (b) Set out the specific relief sought ("Demand").

If we and you do not reach an agreement to resolve a claim within 30 days after a Notice is received, you or we may commence a relevant arbitration proceeding or file a claim in small claims court.

You agree that we may choose whether any arbitration proceedings will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing.

YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, unless both you and we agree otherwise, an arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

6.5 No waiver for breaches

If we do not act in relation to a breach of our Customer Terms by you, we do not waive any rights to act in relation to that breach or any later breach by you.

If you do not act in relation to a breach of our Customer Terms by us, you do not waive any rights to act in relation to that breach or any later breach by us.

6.6 Force Majeure

We will not be liable to you for any breach of, or failure to perform, our obligations under this Agreement where such breach or failure is caused by a Force Majeure Event.

6.7 Notices

Any notices to you from us regarding the Services or these Customer Terms will be posted on our website or made by e-mail.

Any notice or communication that you desire or are required to send us should be sent through one of the means listed in on our website.

6.8 Entire Agreement

These Customer Terms together with Order (if any) constitute the entire agreement between you and us and supersedes any prior agreements, whether in writing or otherwise.

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6.9 Severability

In the event that any provision of these Customer Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Customer Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

6.10 Effects of Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

6.11 Electronic contracting

You accept that use of the Services acknowledges your acceptance of our ability to enter into agreements with you and/or to transact with you electronically.

You acknowledge that your electronic submissions constitute your agreement and intent to be bound by and to pay for such agreements and transactions. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions you enter into on this site, including notices of cancellation, policies, contracts, and applications. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

17 INTERPRETATION

7.1 Meaning of Words

API's means application programming interfaces provided by us for the Products as described in our Terms of Service.

Consumer means a Customer that is an individual person that is not using or intending to use the Products as part of a commercial business or enterprise and is capable at law of entering a contract.

Content means any information accessed via the Internet including such things as topics, data, ideas, facts, statements and advertising, published in any form including text, images, audio, animation and/or video.

Contracted Term means an agreed minimum time period for this Agreement, as set out in an Order.

Customer, you and **your** means the person(s) or legal entity named on the Order. If there is more than one, and/or it means each of you separately and all of you jointly and severally.

Customer Support means Product deployment, configuration and help desk services as described in our Terms of Service.

Cyber Expert means an independent third party provider of cyber safety advice and related services. Cyber Experts may provide you with Cyber Safety services in connection with our Products.

Cyber Expert Terms means the commercial and other terms agreed between you and your Cyber Expert governing your use of their services.

Documentation means any documentation provided by us in relation to the Products and includes, without limitation, user guides, procedures, training manuals, videos, tutorials, brochures and manuals.

End Users means a user of a Product provided by us.

Family Zone, we", our or **us** means any Family Zone corporate entity (including Family Zone Cyber Safety Limited ABN 33 167 509 177 (Australia), and Family Zone Inc (USA), our assignees, successors and any subcontractor engaged by, us to provide the Products.

Family Zone Content is Content available through the Family Zone websites, portals and other channels.

Family Zone Products is an all encompassing term for what Family Zone provides. Products means the Family Zone owned and developed and/or Third party cyber safety and security products and services that we provide Customers, either directly or through Resellers, and includes without limitation Services, Hardware, Software, Consulting, API's, Support and Documentation. This term is used interchangeably with **Our Products**.

Force Majeure Event means any event that is beyond the reasonable control of a party and which prevents a party from performing, or delays the performance of, any of its obligations under this Agreement (except for any obligations to make payments to the other party) including, without limitation:

- (i) acts of God;
- (ii) flood, fire, storm, earthquake or explosion or other natural disaster;
- (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- (iv) actions, embargoes or blockades in effect on or after the date of this Agreement;
- (v) national or regional emergency;
- (vi) strikes, labor stoppages or slowdowns or other industrial disturbances;
- (vii) epidemics, quarantines, radiation or radioactive contamination;
- (viii) action or inaction by any governmental authority;
- (ix) government order or law; or
- (x) a breakdown of plant, machinery or equipment, telecommunications failure or shortages of labor, transportation, fuel, power or plant, machinery, equipment or material (including short supply from the regular source or regular supplier.

Hardware means computing equipment and associated software and accessories and includes any substituted equipment, components

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and accessories.

Insolvent describes a situation where you die or become bankrupt, subject to a winding-up order or similar insolvency event or if we have a reasonable belief that we are unlikely to receive or retain payments for amounts due and payable by you under contract.

Intellectual Property Rights means all rights, titles and interests wherever subsisting throughout the world and whether registered or not (including any applications, renewals, extensions, restorations or re-instatements), held by a party, in and to copyright works, logos, designs, inventions, software, code (compiled or otherwise) circuit layouts, trade secrets, patents, trademarks, service marks and business names, and including any rights of a related nature.

Limited Warranty means our written statement setting out conditions and time limits within which we warrant the performance and quality of our Hardware as set out in clause 3.8.

Order means trading terms agreed with you such as pricing, discounts, promotions, credit, commitment period, payment terms and modifications to Customer Terms. These are agreed at the time of purchase, account sign-up or activation as the case may be.

Plan means your Family Zone account established pursuant to your Order.

Plan Fees means the fees and charges billed to you according to your Order, as amended or updated by agreement with you from time to time.

Product Description means our description of certain features of our Products, as set out on our website and changed by us from time to time.

Resellers means independent 3rd parties who offer for sale Family Zone Products and Services.

Services means cyber safety and security technology and related services as described in our Terms of Service and includes any substituted Services.

Software means an executable program and/or application associated with the Products.

Subcontractor means a Third party appointed to perform tasks contemplated by this Agreement by a Party to this Agreement.

Terms of Service means our specific terms and conditions related to our supply of Products as set out on our website, described as Terms of Service & Supply, and updated from time to time.

7.2 Interpretation

(a) In this Agreement, unless the context otherwise requires:

- (i) headings and emphasis are for convenience only and do not affect the interpretation of this Agreement;
- (ii) words importing the singular include the plural and vice versa;
- (iii) words importing gender include every gender;
- (iv) a reference to a thing includes part of that thing;
- (v) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (vi) terms of inclusion are to be interpreted without limitation;
- (vii) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (viii) a reference to a law or regulation shall include any applicable amendments
- (ix) a reference to a document includes every permitted amendment, modification or supplement to, or replacement or novation of, that document;
- (x) a reference to a party to this Agreement or to any other document referred to in this Agreement includes that party's successors and permitted assigns;
- (xi) an expression importing a natural person includes any company, partnership, joint venture, association, corporation, or other corporate entity and any government agency;
- (xii) a reference to a clause, party, annex, exhibit or schedule is a reference to a clause of, a party, annex, exhibit or schedule to this Agreement and a reference to this Agreement includes any annex, exhibit or schedule;
- (xiii) where the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the preceding Business Day; and
- (xiv) no principle of construction or rule of law that provides that an inconsistency or ambiguity in this Agreement will be construed against the drafter of this Agreement will have any application to the terms and conditions of this Agreement.