



# FAMILY ZONE

## TERMS OF SERVICE

This document outlines our terms for the sale and supply of the Products. This document along with your Order, our Standard Terms, our Privacy Policy and the Product Descriptions associated with the Products you use form your Agreement with us.

We will provide Products to you, subject to these terms and conditions. Every time you use the Products you accept these terms and conditions.

Words should be interpreted based on the meanings set out in our Standard Terms and in the context in which such words are stated in this document.

### 11 YOUR OBLIGATIONS AND ACKNOWLEDGEMENTS

---

#### 1.1 Acceptable Use

In using the Products, you agree to use reasonable efforts to ensure that you and your End Users:

- (a) Use the Products for their intended purposes and do not share, resell or resupply them for any form of compensation;
- (b) Comply with reasonable directions from us and our Subcontractors;
- (c) Comply with all applicable terms within these Terms of Service;
- (d) Comply with applicable laws; and
- (e) Do not use the Products in any way that could harm them or impair any other use of them.

#### 1.2 Security

- (a) Unless otherwise agreed with us in writing you are responsible for providing any and all security or privacy measures for your computer networks and any data stored on those networks or accessed through the Products. We will incur no liability to you in relation to any loss, damage, costs or expenses suffered or incurred by you as a result of your failure to provide that security or privacy.

#### 1.3 Privacy Policy

- (a) In using the Products, you acknowledge having read, understood and agreed to our Privacy Policy.

#### 1.4 End User License Agreement

- (a) Where we provide you with Software, you acknowledge having read, understood and accepted our End User License Agreement set out below.

#### 1.5 Third Party Services and Hardware

- (a) Using the Products may depend on you having Third Party services, equipment or software. Unless otherwise agreed with us in writing, you are solely responsible for the costs, installation, maintenance, legality and use of such items.

#### 1.6 Provisioning

- (a) We may agree in writing to provisioning and installation time targets for individual Products ("Required Dates"). We will use commercially reasonable efforts to, but cannot guarantee that we will, meet Required Dates.
- (b) Where provisioning or installation is delayed due to your actions or inactions, we reserve the right to begin invoicing you from the agreed Required Date.

#### 1.7 Maintenance

- (a) You acknowledge that we may modify the Products. If we make a modification we will use commercially reasonable efforts to do so in a manner that provides technical and operational continuity. We undertake to provide you with reasonable notice of any modifications however we reserve the right in our sole and absolute discretion to make changes without notice where we believe it necessary to do so.
- (b) You must comply with reasonable directions given by us or our Subcontractors, agents or Resellers for continued and effective operation of the Products.
- (c) We may issue you upgraded versions of Software automatically. If you decline or otherwise cause us to be unable to perform the upgrade the relevant Products may not operate properly.

#### 1.8 Support

- (a) You acknowledge and agree that Support will be provided in accordance with our Support Terms (set out in clause 5, below) and your Order.

#### 1.9 Reasonable Assistance

- (a) You agree to provide us with reasonable assistance to ensure the ongoing functioning of supplied Products.

#### 1.10 Termination

- (a) We may terminate your access to Services immediately if:
  - (i) You are in material breach of our Agreement;
  - (ii) You have been notified of a breach and you have failed to remedy it within the time requested;
  - (iii) You become Insolvent;

## TERMS OF SERVICE AUGUST 2018

- (iv) We are required to by law or a competent authority;
  - (v) We reasonably suspect fraud or attempted fraud involving the Service;
  - (vi) For security reasons; or
  - (vii) You ask us to.
- (b) We may terminate your access to Services on reasonable (usually 30 days) notice if:
- (i) You have overdue invoices;
  - (ii) We reasonably believe we need to do so for technical, security or operational reasons; or if
  - (iii) You use a Service in a way that places unreasonable demands on our Services to other persons.

### 1.11 Primary Responsibility

- (a) You acknowledge and agree that you are the registered user of the Products and you are responsible for any use and misuse of them, even if the misuse was committed by an unrelated or related party (including End Users) with access to your account or computing network or Family Zone Services.

### 1.12 Hardware Used in Conjunction with our Services

- (a) You acknowledge and agree that you are required to use your best efforts to ensure that Hardware used in conjunction with our Services is suitable, available and adequately secured and insured.

## 12 TERMS OF SALE OF HARDWARE

---

In instances where we sell you Hardware these terms apply.

- (a) All risk in sold Products passes to you upon delivery.
- (b) All dates and times specified in Orders are estimates only. We cannot be responsible for losses or other costs as a result of delays.
- (c) You must inspect Products upon delivery. If damage is identified, you must give us written notice and request a return authorization within seven (7) days of delivery or you will have waived any claims for damages and the Products will be deemed accepted. We will pay for the shipping costs to return damaged Products.
- (d) We will at our sole discretion either replace or credit your account for any Product proved to our sole satisfaction to have been lost or damaged in transit.
- (e) Until we have been paid in full for the Products supplied to you we retain ownership of them and you hold these for us in a fiduciary capacity as a bailee.
- (f) We reserve the right to retake possession of any Products which have not been fully paid for.
- (g) You are only permitted to sell Products to Customers in the normal course of business. You are not permitted to conduct wholesale sales.
- (h) We will provide or arrange to be provided a warranty compatible with the country in which the Product is sold. This warranty is provided to the end user Customer.
- (i) Under no circumstances are we liable to you for any financial loss or loss of profits, revenue, business, contracts, anticipated savings, use or goodwill however arising in relation to the order, distribution or sale of Products.
- (j) We will invoice you for the Products inclusive of applicable taxes.

## 13 TERMS OF SUPPLY OF BUNDLED HARDWARE

---

In instances where we agree to provide you Family Zone Hardware for the purpose of demonstration or as part of providing our Family Zone Services (described as **Bundled Hardware** in our Standard Terms) these terms apply.

### 3.1 Acknowledgements and Obligations

- (a) You acknowledge and agree:
- (i) that Bundled Hardware is personal property, owned by us, and is not a fixture;
  - (ii) that Bundled Hardware remains our property at all times;
  - (iii) that you only have a right to use the Bundled Hardware for the term of the Agreement and no right to purchase the Bundled Hardware on or before termination or expiration of this Agreement;
  - (iv) that opening the cases will be considered Damage;
  - (v) that replaced components become part of the Bundled Hardware once they have been exchanged for any reason;
  - (vi) that additional or different Bundled Hardware provided to you, will be on the same terms and conditions as contained in this Agreement and you agreed to pay all additional Fees which may apply for any additional or different Bundled Hardware; and
  - (vii) You agree that any risk of loss or Damage to the Bundled Hardware is your responsibility and legal obligation from the date of delivery to you.
- (b) You agree to use your best efforts to:
- (i) protect, defend and make clear to others our interest in the Bundled Hardware;
  - (ii) use the Bundled Hardware for the purpose for which it was designed and in accordance with our/or the manufacturer's instructions as applicable; and
  - (iii) allow only us or our appointed service agents to carry out any installation, maintenance, restoration or removal of the

Bundled Hardware.

- (c) You acknowledge and agree that you have:
  - (i) acted solely based on your own judgment in accepting the Bundled Hardware under this Agreement; and
  - (ii) not relied on any representation about the Bundled Hardware by us with respect to suitability for any particular use.
- (d) You agree to not, without our prior written permission:
  - (i) grant another person an interest in, or security over the Bundled Hardware to others for any reason;
  - (ii) part with possession of or alter the Bundled Hardware in any way; and
  - (iii) move the Bundled Hardware to any other location.

### 3.2 Permitted Actions by us

- (a) You permit us to:
  - (i) engage Subcontractors to provide, install, maintain, restore and/or remove all or any of the Bundled Hardware and related Services;
  - (ii) charge you for repairs to, or replacement of, any Bundled Hardware that is lost, damaged or destroyed until it has been returned to us (Repair Charges); and
  - (iii) at any time swap the Bundled Hardware for alternative equipment offering in our reasonable judgment the same functionality.

### 3.3 Effect of Termination

- (a) On termination or expiration of our Agreement for whatever reason you are required to return the Bundled Hardware to us within 30 days at our registered office and pay for any costs of delivery.
- (b) If you do not return the Bundled Hardware to us on termination or expiration of our Agreement within such 30 day period then we are entitled to invoice you for the market value of the Bundled Hardware.
- (c) If Bundled Hardware returned to us is damaged we are entitled at our election to:
  - (i) charge you for the cost of repairs; or
  - (ii) invoice you for the market value of the Bundled Hardware.
- (d) This clause 3, survives termination or expiration of this Agreement.

## 14 END USER LICENSE AGREEMENT

---

### 4.1 Application of the EULA

- (a) This End User License Agreement applies to you if you have purchased a Product from us or where you are other a holder of an account with us;
- (b) This End User License Agreement applies to you if you use our Software and you are legally competent to enter into this End User License Agreement with us.

Where we have provided you with Software as part of the Products, the following terms apply. In this clause 4 you includes your End Users. Your obligations in this clause 4 with respect to End Users is to use reasonable efforts.

### 4.2 Software License

- (a) Our Software is proprietary and contains material that is protected by copyright and intellectual property laws. Our Software is licensed, not sold. We and the applicable licensors retain all right, title and interest in the Software (including any upgrades, updates or any modifications thereto and/or new versions thereof), the Documentation, and all computer programs, related documentation in whatever form, screen displays, images and other information contained therein or related thereto, and all patents, copyrights, trademarks and all other Intellectual Property Rights and other rights with respect thereto.
- (b) Subject to the terms and conditions of our Agreement and in consideration of the applicable Fees, we grant you, solely during the term of this Agreement, a non-exclusive, limited, personal, royalty-free and non-transferable term license, subject to and conditioned on your compliance with the restrictions set herein, to as applicable install, access and use Software provided to you by us solely for your internal business use and in accordance with the Documentation. You do not acquire any rights, express or implied, in the Software other than those specified in this Agreement.
- (c) You may not sell, distribute, sublicense, rent, lease, assign or grant any rights to the Software or use the Software except as provided under this Agreement.
- (d) You may not and agree to take reasonable efforts to ensure no copying, reproduction, creation of derivative works, reverse engineering, disassembly, decompilation or other attempt (i) to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in, or (ii) to derive the source code of the underlying ideas, algorithms, structure or organization from the Software except to the extent required by law. You also may not in any other way alter, translate, modify or adapt the Software, nor may you export the Software.
- (e) You may not and agree to take reasonable efforts to ensure the Software is not used to upload, transmit, or transfer any data, information, materials, or content to us or any Third Party other than transmissions or transfers of information necessary for the intended use of the Software.
- (f) You may not and agree to take reasonable efforts to ensure the Software is not used for any illegal purposes.

### 4.3 Software License Termination

- (a) This license is only effective during the term of this Agreement. We may terminate your rights under this license at any time

without notice if we reasonably believe that you have violated any terms of this Agreement.

#### 4.4 **Compatibility**

- (a) Your ability to use the Software depends on the compatibility of your systems or devices. Unless otherwise agreed with us in writing, ensuring such compatibility is your responsibility.

#### 4.5 **Where Software is Purchased from Third Parties e.g. App Stores**

- (a) If you or an End User of yours (collectively for the purpose of this clause 4.5 “you”) have downloaded any our Software from a third party App Store, such as the Apple iTunes Application Store or Android Marketplace (the “App Store”), the following additional terms apply:

- (i) **Acknowledgment:** Your license to use the Software is between you and us only.
- (ii) **Scope of License:** Your license to use the Software is non-transferable and applies only on a singular device that you own or control. Your license is subject to specific rules provided by the App Store. These are available from the App Store.
- (iii) **Maintenance and Support:** The App Store is not responsible for providing any maintenance or support of the Software.
- (iv) **Warranty:** We and not the App Store are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed by us. Notwithstanding, in the event of any failure of the Software to conform to any applicable warranty, if you make a claim against the App Store it will be limited to the maximum extent permitted by applicable law to the purchase price for the Software within the App Store and the App Store will have no other warranty obligation whatsoever with respect to the Software.
- (v) **Product Claims:** We and not the App Store are responsible for addressing any claims relating to the Software or your possession and/or use of the Software including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- (vi) **Intellectual Property Rights:** You and we acknowledge that, in the event of any Third Party claim that the Software or your possession and use of the Software infringes that Third Party’s Intellectual Property Rights, we and not the App Store will be solely responsible for the investigation, defense, settlement and discharge of any such claim.
- (vii) **Legal Compliance:** You warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- (viii) **Developer Name and Address:** We are Family Zone Cyber Safety Limited ABN 33 167 509 177 of 945 Wellington St, West Perth WA 6005 AUSTRALIA. You can contact us through our website [www.familyzone.com](http://www.familyzone.com). All of your questions, complaints or claims with respect to the Software must be directed to us there.
- (ix) **Third Party Beneficiary:** You and we acknowledge and agree that the App Store and all related parties (including subsidiaries) are Third Party beneficiaries of this License and, upon your acceptance of the terms and conditions of this License, the App Store will have the right (and will be deemed to have accepted the right) to enforce this License against you as a Third Party beneficiary thereof.

## 15 **TERMS OF SUPPORT**

---

### 5.1 **Acknowledgments and Obligations**

- (a) As soon as you become aware of any potential fault in a Product, you must promptly report that fault to us by contact methods notified to you by us from time to time.
- (b) Before reporting a fault to us, you must take all reasonable steps to ensure that the fault is not caused by an Excluded Event, and/or is not a fault in any equipment or services located on your side of the service delivery point.
- (c) If we investigate a fault and determine that the fault is attributable to any equipment or services on your side of the service delivery point:
- (i) we will use commercially reasonable efforts to inform you of the fault and its probable cause and location but will bear no further liability or responsibility;
  - (ii) we may charge you for any costs that we incur in investigating the fault; and
  - (iii) if we agree to rectify the fault, we may charge you the fee for service charges set out in the Order if any) and otherwise the fee for service charges set out in the standard pricing table in respect of any work performed.
- (d) If we investigate a fault and determine that the fault is attributable to any equipment or services on our side of the service delivery point, then:
- (i) where we determine that the fault is in equipment provided by us, we will be responsible for rectifying the fault in accordance with the Agreement; and
  - (ii) where we determine that the fault is in equipment within a supplier network, we will inform the supplier of the fault and request its rectification.
- (e) If we investigate a fault and determine that the fault is attributable to an Excluded Event, then we may charge you for any costs which we incur in investigating and rectifying the fault.
- (f) You must provide all necessary assistance to enable location and rectification of any fault, regardless of whether that fault is the responsibility of us or a Third Party.
- (g) Where we or a Third Party vendor has stipulated a Hardware and/or Software compatibility list or configuration, you must adhere

to these guidelines. Any work arising from non-compliance with these guidelines will be chargeable.

- (h) The Service Levels Table set forth below shows our target fault response and rectification times. Such targets are measured from the time that the fault is reported to us or we become aware of the fault. We will use commercially reasonable efforts to meet the target timeframes referred to below, but do not make any guarantees that such targets will be met.
- (i) Unless specifically agreed by us in writing, we do not promise to monitor use of the Products. End-User activity through the Product is your responsibility. You should not rely on us to contact you or to suspend your Service or connectivity in the event of excessive or unusual activity.
- (j) Where you have requested and we have agreed in writing to provide onsite visits, the frequency and length of the scheduled onsite visits may change throughout the term of our Agreement by mutual agreement; and unless agreed with us otherwise visits on public or federal holiday or weekends and work outside the scope of Managed Services will be chargeable.

**5.2 Support Fees**

- (a) Chargeable support Fees are listed on our pricing schedule which you may request from us at any time.
- (b) We may include bundled support hours in which case this will be specified on your Order.
- (c) Support Fees will be chargeable where support work is:
  - (i) Not included within the scope of our Support services; and
  - (ii) Relates to the investigation or remediation of an Excluded Event.

**5.3 Technical Support**

We (or our Reseller as applicable) will provide you with Technical Support under these terms:

- (a) The objective of Technical Support is to assist Customers to deploy, configure and use the Products and to resolve any questions or issues they have and to escalate and expedite any identified problems.
- (b) Technical Support functions may be provided by us or a Subcontractor as agreed with you in your Order.
- (c) Technical Support responsibilities consist of:
  - (i) Supporting you and End Users with deployment, configuration, documentation and advice;
  - (ii) Fielding your and End User questions and complaints;
  - (iii) Information/data gathering and initial diagnosis;
  - (iv) Resolving problems and implementing configuration changes;
  - (v) Detailed investigation of escalated problems and calls;
  - (vi) Where mutually agreed, performing (including the review and testing) configuration changes;
  - (vii) Identifying known problems and applying the known solutions to those problems; and
  - (viii) Escalating defaults and complex questions to relevant Third Parties and to Product Support.

**5.4 Service Level Targets for Technical Support**

Level / priority	Respond	Resolve	Notes
Tickets classified as priority 1 are "critical Incidents"	1 hr	2 hrs	Reserved for Infrastructure outages/critical systems. Examples include: ✓ A reduction in capacity of traffic handling capability such that a major part of the traffic load cannot be handled by the system. ✓ Significant loss of service in a business critical area. ✓ Loss of safety or emergency capability.
Tickets classified as priority 2 are "major Incidents"	2 hrs	4 hrs	Examples include: ✓ Reduction in capacity handling or traffic measurement function. ✓ Repeated short outages greater than 2 minutes every 24 hours or continuing over longer periods. ✓ Degradation or loss of access for operations and maintenance functions or routine admin functions. ✓ Degradation of the system's ability to provide any system notification of critical or major alarms.
Tickets classified as priority 3 are "minor Incidents"	4 hrs	2 business days	Examples include: ✓ Restored SL 1 or 2 calls under observation. ✓ Processor restarts with no traffic impact. ✓ Any small impact on the system that impacts call processing, traffic handling or End User but does not prevent operator delivering service to the End Users. ✓ Serious impact on operations and maintenance functionality. ✓ Any condition that does not impact the functionality of the system or impact service to End Users.
Tickets classified as priority 4 are "low Incidents"	1 business day	5 business days	All Customer calls are default logged as LOW (SL4) until triaged. Examples include: ✓ Single user affected, but operational. ✓ Problem has a temporary workaround. ✓ Partial failure of redundant service. ✓ Performance issues. ✓ General questions, feature requests or requests for information.

**5.5 Product Support**

We will provide you Product Support under these terms:

- (a) The objective of Product Support is to maintain the Products and to deal with escalated issues and problems.
- (b) Product Support will be provided by us.
- (c) The responsibilities of Product Support consist of:
  - (i) Ascertaining if a problem is caused by an error in the code or some other component or in system design;
  - (ii) Applying bug fixes to the code and releasing code revisions containing bug fixes together with appropriate release documentation;
  - (iii) Investigating problems in Third Party products and identifying any known problems in these products;
  - (iv) Releasing patches to Technical Support teams for implementation.

**5.6 Managed Services**

If we have agreed to provide you with Managed Services, then these terms apply:

- (a) You authorize us to install any remote management tools as we deem necessary for the purpose of managing our Products.
- (b) You authorize our access to your environment for the purpose of managing our Products.
- (c) Where the supply of a Product requires functionality from your IT infrastructure, you are responsible for ensuring that that functionality is present.
- (d) If you request onsite support and we believe we are capable of completing required support tasks remotely, we will treat the request as chargeable.
- (e) The Managed Services Table set forth below shows the matters and actions that are in and out of the scope of our Managed Services.
- (f) We make no warranty on the integrity of software released by Third Party vendors, including but not limited to patches, hotfixes, updates and device drivers. As such, we not liable for any damages caused by the application, automated or otherwise, of this software as part of our Managed Service. Any remedial work to resolve issues caused by the application of vendor released software is out of scope of Managed Services.
- (g) We make no warranty on the effectiveness of anti-virus and anti-malware products or service. Any remedial works for issues caused by virus or malware infections that were not captured by the anti-virus or anti-malware measures are considered out of scope of Managed Services.
- (h) Where we or a Third Party vendor has stipulated a Hardware and/or software compatibility list or configuration, you must adhere to these guidelines. Any work arising from non-compliance with these guidelines will be considered out of scope of Managed Services.
- (i) Other than Bundled Hardware, we are not required to provide support for Hardware or software which is no longer supported by the relevant vendor (End of Life). Where we become aware that Hardware or software has reached, or is imminently approaching End of Life, we will use commercially reasonable efforts to notify you, however, we are not liable for any failure to do so.
- (j) Included hours of Managed Services will be specified in your Order.

In Scope	Out of Scope (Chargeable)
<ul style="list-style-type: none"> <li>✓ Monitoring of agreed School Zone performance parameters</li> <li>✓ Critical Incident management for School Zone</li> <li>✓ Remote assistance with the deployment and ongoing configuration of the School Zone appliance</li> <li>✓ Recommendation on network set up with relation to School Zone</li> </ul>	<ul style="list-style-type: none"> <li>✓ Onsite maintenance support of School Zone Hardware appliance unless otherwise stipulated in writing</li> <li>✓ Network and infrastructure management and support</li> <li>✓ Hardware management - servers, network infrastructure and connected devices</li> </ul>

**16 TERMS OF SUPPLY OF CYBER EXPERTS**

**6.1 What is a Cyber Expert**

Cyber Experts are individuals or organisations who offer advisory services in parental controls, cyber safety and related matters.

Cyber Experts offer customised features and settings within the Family Zone Controls tailored for the specific needs of customer groups. Cyber Experts may also offer other services outside the Family Zone and may incorporate the Family Zone Services into broader services aimed at making families safe.

A Cyber Expert’s specific role is to introduce customers to the Family Zone and to offer customers a customised version of the Family Zone Controls. Cyber Experts may provide any of these services to you:

- (a) Pre-defined Family Zone settings including for specific age groups recommendations for internet filtering, device and app controls ('Control Settings');
- (b) Periodic updates of Control Settings;
- (c) Periodic communications such as blogs and emailed notices of changes and updates;
- (d) Installation services relating to the Family Zone Products and Family Zone Services or other products and services;
- (e) Seminars, talks, presentations and other speaking engagements;
- (f) Free or subscription based Content;

(g) Specific advice.

Through subscribing to a Cyber Expert you will receive their recommended settings plus ongoing updates and if you choose, ongoing advice and communication from them.

Cyber Expert services in relation to the Family Zone are provided subject to an agreement between you and them. This will be made available to you at the point of selecting a Cyber Expert. If you do not wish to accept those terms then you should not subscribe to the Cyber Expert.

#### 6.2 **Relationship between the Family Zone and Cyber Experts**

Cyber Experts are independent third parties to Family Zone.

Services provided by Cyber Experts are the responsibility of Cyber Experts and are provided subject to an agreement between you and them.

#### 6.3 **Changing Cyber Experts**

You may change your Cyber Expert at anytime. Doing so will not automatically change Family Zone Control settings already chosen for your End-Users.

To reflect your new Cyber Experts settings in your End-User Family Zone Control settings you must select a new profile for each End-User. Once changed your new Family Zone Control settings will apply.

If you made modifications to the recommended settings by your former Cyber Expert then be advised that these are NOT transferred to your new settings. You must review these and modify them to what your needs.

Choosing a new Cyber Expert may require a new Plan to be entered into. You will not automatically get a credit for any unexpired portion of a subscription paid for your previous Cyber Expert. Please contact your previous Cyber Expert to query this.

#### 6.4 **Termination by a Cyber Expert**

Cyber Experts have the right at anytime with at least 30 days notice terminate their services with you. In this event, you must select a new Cyber Expert within that time period. If you do not select a Cyber Expert:

- a substitute Cyber Expert may be selected for you; or
- your End-User Family Service Controls may become default settings; or
- your Family Zone Service may, at the election of Family Zone, be terminated.

In all instances, we will attempt to contact and notify you of these changes so you can provide instruction on how you wish to proceed.

The same rules apply should a Cyber Expert provide notice of an intention to cease providing Cyber Expert services.

#### 6.5 **Cyber Expert Permissions and Privacy Policy**

In the course of providing their services to you Cyber Experts may need access to PII collected by The Family Zone (such as usage, settings and contacts) and will need from time to time to provide you with electronic communications such as email or SMS updates.

Cyber Experts agree to treat your information and to contact you in accordance with the Family Zone Privacy Policy.

You permit your personal information to be made available to your Cyber Experts and for your Cyber Experts to contact you in accordance with the Privacy Policy.