FAMILY ZONE TERMS OF SERVICE APIS

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This is our Terms of Service for providing Application Programming Interfaces. This document along with your Order, our Standard Terms and other relevant terms forms 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 conditions.

Words should be interpreted based on the meanings set out in our Standard Terms or in the context to which is presented in this Terms of Service document.

1   APPLICATION PROGRAMMING INTERFACES

These terms apply if you use Family Zone's Application Programming Interfaces, other developer services, and associated software (collectively, "APIs").

By accessing or using our APIs, you are agreeing to the terms below. If there is a conflict between these terms and additional terms applicable to a given API, the additional terms will prevail. Collectively, we refer to the terms below, any additional terms, terms within the accompanying API documentation, and any applicable policies and guidelines as the "Terms".

You agree to comply with the Terms and that the Terms control your relationship with us. Please read all the Terms carefully. If you use the APIs as an interface to, or in conjunction with other Products then the terms for those other Products also apply.

1.1   Account and Registration

(a)   (Accepting the Terms) You may not use the APIs and may not accept the Terms if (a) you are not of legal age to form a binding contract with Family Zone, or (b) you are a person barred from using or receiving the APIs under the applicable laws of Australia or other countries including the country in which you are resident or from which you use the APIs.

(b)   (Entity Level Acceptance) If you are using the APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).

(c)   (Registration) In order to access certain APIs you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information you give to Family Zone must always be accurate and up to date. You must inform us promptly of any changes to that information.

(d)   (Subsidiaries and Affiliates) Family Zone has subsidiaries and affiliated legal entities around the world. These companies may provide the APIs to you on behalf of Family Zone and the Terms will also govern your relationship with these companies.

1.2   Using Our APIs

(a)   (Your End Users) You will require your end users to comply with (and not knowingly enable them to violate) applicable laws, regulations, and the Terms.

(b)   (Compliance with Law, Third Party Rights, and Other Family Zone Terms of Service) You will comply with all applicable laws, regulations, and Third Party rights (including without limitation laws relating to the import or export of data or software, privacy, and local laws). You will not use the APIs to encourage or promote illegal activity or violation of Third Party rights. You will not violate any other terms of service with Family Zone (or its affiliates).

(c)   (Permitted Access) You will only access (or attempt to access) an API by the means described in the documentation of that API. If Family Zone assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs. You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or developer accounts.

(d)   (API Limitations) Family Zone sets and enforces limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each API. If you would like to use any API beyond these limits, you must obtain Family Zone's express consent (and Family Zone may decline such request or condition acceptance on your agreement to additional terms and/or written for that use). To seek such approval, contact the relevant Family Zone API team.

(e)   (Open Source Software) Some of the software required by or included in our APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent the open source software license expressly supersedes the Terms, the open source license governs your agreement with Family Zone for the applicable open source software.

(f)   (Communication with Family Zone) We may send you certain communications in connection with your use of the APIs. Please review the applicable API documentation for information about opting out of certain types of communication.

(g)   (Feedback) If you provide feedback or suggestions about our APIs, then we (and those we allow) may use such information without obligation to you.

(h)   (Non-Exclusivity) The Terms are non-exclusive. You acknowledge that Family Zone may develop Products or Family Zone Services that may compete with the API Clients or any other Products or Family Zone Services.

1.3   Your API Clients

(a)   (API Clients and Monitoring) The APIs are designed to help you enhance your websites and applications ("API Client(s)"). You agree that Family Zone may monitor the use of the APIs to ensure quality, improve Products and your compliance with the Terms. Monitoring may include Family Zone accessing and using your API Client, for example to identify security issues that could affect Family Zone or its users. You will not interfere with this monitoring. Family Zone may use any technical means to overcome such interference. Family Zone may suspend access to the APIs by you or

your API Client by immediately if we reasonably believe that you are in violation of the Terms.

(b) (Security) You will use all reasonable efforts to protect user information collected by your API Client, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable laws.

(c) (Ownership) Family Zone does not acquire ownership in your API Clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs.

(d) (User Privacy and API Clients) You will comply with all applicable privacy laws and regulations including those applying to Personally Identifying Information. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client the user information you collect and how you use and share such information (including for advertising) with Family Zone and third parties.

1.4 Prohibitions and Confidentiality

(a) (API Prohibitions) When using the APIs, you may not (or allow those acting on your behalf to):

    (i) sublicense an API for use by a Third Party;

    (ii) You will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties;

    (iii) perform an action with the intent of introducing to Products any viruses, worms, defects, Trojan horses, malware, or any items of a destructive or detrimental nature;

    (iv) defame, abuse, harass, stalk, threaten or otherwise violate others;

    (v) interfere with or disrupt the APIs or the servers or networks providing the APIs;

    (vi) promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements;

    (vii) reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law;

    (viii) use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, property damage, interruption of essential services or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems); or

    (ix) remove, obscure, or alter any Family Zone terms of service or any links to or notices of those terms.

(b) (Confidential Matters) Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and take reasonable steps to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.

(c) (Confidential Communications) Our communications to you and our APIs may contain Family Zone confidential information. Family Zone confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any Third Party without Family Zone's prior written consent. Family Zone confidential information does not include information that you independently developed, that was rightfully given to you by a Third Party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Family Zone confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

1.5 Content

(a) (Content Accessible Through our APIs) Our APIs may contain some Third Party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content.

(b) Content accessible through our APIs may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable laws, regulations, and policies.

(c) (Submission of Content) Some of our APIs may allow the submission of content. Family Zone does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your API Client, except as expressly provided in the Terms. For the sole purpose of enabling Family Zone to provide, secure, and improve the APIs (and the related service(s)) and only in accordance with the applicable Family Zone privacy policies, you give Family Zone a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to use, host, store, modify, communicate, and publish content submitted, posted, or displayed to or from the APIs through your API Client. . Before you submit content to our APIs through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license, provided in this clause.

(d) (Retrieval of content) When a user's non-public content is obtained through the APIs, you may not expose that content to other users or to third parties without express written opt-in consent from that user.

(e) (Data Portability) Family Zone supports data portability. For as long as you use or store any user data that you obtained through the APIs, you agree to enable your users to export their equivalent data to other Family Zone Services or applications of their choice in a way that is substantially as fast and easy as exporting such data from Products, subject to applicable laws, and you agree that you will not make that data available to third parties who do not also agree by this obligation.

(f) (Prohibitions on Content) Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs:

(i)   scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

(ii)   copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any Third Party;

(iii)   misrepresent the source or ownership; or

(iv)   remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

1.6 Brand Features and Attribution

(a) (Brand Features) "Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by you of Family Zone's Brand Features (including any goodwill associated therewith) will inure to the benefit of Family Zone.

(b)   (Attribution) You agree to display any attribution(s) required by Family Zone as described in the documentation for the API. Family Zone hereby grants to you a non-transferable, non-sublicenseable, nonexclusive license while the Terms are in effect to display Family Zone's Brand Features for the purpose of promoting or advertising that you use the APIs. You must only use the Family Zone Brand Features in accordance with the Terms and for the purpose of fulfilling your obligations under this Section. You must follow the applicable Family Zone Brand Features usage guidelines. You understand and agree that Family Zone has the sole discretion to determine whether your attribution(s) and use of Family Zone's Brand Features are in accordance with the above requirements and guidelines.

(c) (Publicity) You will not make any statement regarding your use of an API which suggests partnership with, sponsorship by, or endorsement by Family Zone without Family Zone's prior written approval.

(d) (Promotional and Marketing Use) In the course of promoting, marketing, or demonstrating the APIs you are using and the associated Products, Family Zone may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client, and may use your company or product name. You grant us all necessary rights for the above purposes.

1.7 Privacy

(a) (Family Zone Privacy Policies) By using our APIs, Family Zone may use submitted information in accordance with our Privacy Policies as published on our website.

1.8 Termination

(a) (Termination) You may stop using our APIs at any time with or without notice. Further, if you want to terminate the Terms, you must provide Family Zone with prior written notice and upon termination, cease your use of the applicable APIs. Family Zone reserves the right to terminate the Terms with you or discontinue the APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

(b) (Your Obligations Post-Termination) Upon any termination of the Terms or discontinuation of your access to an API, you will immediately stop using the API, cease all use of the Family Zone Brand Features, and delete any cached or stored content that was permitted by the cache header under Section 5. Family Zone may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use an API.

(c) (Surviving Provisions) Clauses 2.2(b), 2.4(c), 2.5(b), 2.5(e), 2.6(c), 2.7(a), 2.8(b), 2.9 and 2.10 survive the termination of this Agreement.

1.9 Liability for our APIs

(a) (Warranties) Except as expressly set out in the Terms, neither Family Zone nor its suppliers or Resellers make any specific promises about the APIs. for example, we don't make any commitments about the content accessed through the APIs, the specific functions of the APIs, or their reliability, availability, or ability to meet your needs. We provide the APIs "as is". Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose, and non-infringement. Except as expressly provided for in the Terms, to the fullest extent permitted by law, we exclude all (including all statutory) warranties, guarantees, conditions, representations, and undertakings.

(b) (Limitation of liability) When permitted by law, Family Zone, and Family Zone's suppliers and Resellers, will not be responsible for lost profits, revenues, or data, financial losses, or indirect, special, consequential, exemplary, or punitive damages. To the fullest extent permitted by law, the total liability of Family Zone, and its suppliers and Resellers, for any claim under the terms, including for any implied warranties, is limited to the amount you paid us to use the applicable APIs (or, if we choose, to supplying you the APIs again) during the six months prior to the event giving rise to the liability. In all cases, Family Zone, and its suppliers and Resellers, will not be liable for any expense, loss, or damage that is not reasonably foreseeable.

(c) (Indemnification) Unless prohibited by applicable law, if you are a business, you will defend and indemnify Family Zone, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

(i)   your misuse or your end user's misuse of the APIs;

(ii)   your violation or your end user's violation of the Terms; or

(iii)   any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users.

1.10 General Provisions

(a) (Modification) We may modify the Terms or any portion to, for example, reflect changes to the law or changes to our APIs. You should look at the Terms regularly. We will provide you with notice of modifications to the Terms within the

documentation of each applicable API. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. But changes addressing new functions for an API or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.

(b)   (General Legal Terms) The Terms do not create any Third Party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with the Terms, and Family Zone does not take action right away, this does not mean that Family Zone is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement between you and Family Zone relating to its subject and supersede any prior or contemporaneous agreements on that subject.

(c)   (Governing Law and Jurisdiction) These Terms and any dispute or claim arising out of or in connection with them or its subject matter is governed by and will be construed according to the laws of Western Australia. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia to settle any disputes and claims which may arise out of, or in connection with, these Terms