



TERMS OF SERVICE & SUPPLY

1	DISCLAIMER	2
2	YOUR OBLIGATIONS AND ACKNOWLEDGEMENTS	2
2.1	Acceptable Use	2
2.2	No Warranty	2
2.3	Security	2
2.4	Privacy Policy	2
2.5	End User License Agreement	2
2.6	Third Party Services and Hardware	2
2.7	Provisioning	2
2.8	Maintenance	2
2.9	Support	3
2.10	Reasonable Assistance	3
2.11	Termination	3
2.12	Third Party Applications	3
2.13	Primary Responsibility	3
2.14	Hardware used in conjunction with our service	3
3	TERMS OF SALE OF HARDWARE	3
4	TERMS OF SUPPLY OF BUNDLED HARDWARE	4
4.1	Acknowledgements and Obligations	4
4.2	Permitted Actions by us	4
4.3	Bundled Hardware are not fixtures	4
4.4	Insurance	4
4.5	Personal Property Securities	5
4.6	Effect of Termination	5
5	END USER LICENSE AGREEMENT	5
5.1	Software License	5
5.2	Software License Termination	5
5.3	Compatibility	5
5.4	Where Software is purchased from Third parties eg App Stores	5
6	TERMS OF SUPPORT	6
6.1	Acknowledgements and Obligations	6
6.2	Support Fees	7
6.3	Technical Support	7
6.4	Service Level Targets for Technical Support	7
6.5	Product Support	7
6.6	Managed Services	8

TERMS OF SERVICE & SUPPLY

7	APPLICATION PROGRAMMING INTERFACES	9
7.1	Account and Registration	9
7.2	Using Our APIs	9
7.3	Your API Clients	9
7.4	Prohibitions and Confidentiality	10
7.5	Content	10
7.6	Brand Features and Attribution	10
7.7	Privacy	11
7.8	Termination	11
7.9	Liability for our APIs	11
7.10	General Provisions	11

1 DISCLAIMER

This document outlines our terms for the sale and supply of the Products. This document along with your Order, our Standard Terms, Product Descriptions and any other relevant terms of service 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 and in the context in which such words are stated in this document.

2 YOUR OBLIGATIONS AND ACKNOWLEDGEMENTS

2.1 Acceptable Use

In using the Products you must:

- (a) Not share, resell or resupply them for remuneration or reward;
- (b) Comply with reasonable directions from us or our Subcontractors;
- (c) Comply with applicable terms within these Terms of Service & Supply;
- (d) Comply with applicable laws;
- (e) Not breach the Intellectual Property Rights of any person in relation to Products;
- (f) Not do anything reasonably likely to bring us into disrepute;
- (g) Not do anything reasonably likely to damage or interfere with any other person, equipment, product software or service;
- (h) Not send, or allow to be sent, spam;
- (i) Not use the Products in any way that could harm them or impair any other user's use; and
- (j) Not use the Products to gain or attempt to gain, unauthorized access to any service, data, account or network by any means.

2.2 No Warranty

In using the Products, you acknowledge that:

- (a) Features of the Products may rely on services supplied by Third Parties, whom are not controlled or authorised by us; and
- (b) We do not warrant that the Products are free from error or interruption;
- (c) We do not exercise any control over, authorise or make any warranty regarding:
 - (i) your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Products;
 - (ii) the accuracy or completeness of any content which you may use, access or transmit using the Products;
 - (iii) the consequences of you using, accessing or transmitting any content using the service, including without limitation any virus or other harmful software; or
 - (iv) any charges which a third party may impose on you in connection with your use of the Products.

2.3 Security

- (a) Unless otherwise agreed with us 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 service. 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.

2.4 Privacy Policy

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

2.5 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.

2.6 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.

2.7 Provisioning

- (a) You and we may agree provisioning and installation time targets for individual Products ("Required Dates"). We will use all reasonable endeavours to but cannot guarantee that we will meet Required Dates.
- (b) Where provisioning or installation is delayed due to you not taking reasonable steps, we reserve the right to begin invoicing you from the agreed Required Date.

2.8 Maintenance

- (a) You acknowledge that we may modify or vary the Products. If we make a modification we will use reasonable endeavours to do so in a manner that provides technical and operational continuity. We reserve the right in our sole and absolute discretion to make changes without notice.
- (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 make us unable to perform

TERMS OF SERVICE & SUPPLY

the upgrade the relevant Products may not operate properly.

2.9 **Support**

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

2.10 **Reasonable Assistance**

- (a) You agree to make all reasonable efforts to ensure the ongoing functioning of supplied Products.

2.11 **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;
 - (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.
- (c) 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.

2.12 **Third Party Applications**

- (a) In using the Products you may encounter Third Party applications (eg widgets and utilities). These Applications are provided solely as a convenience to you. We are not responsible for them and your use or acceptance of them is your own option and at your own risk.

2.13 **Primary Responsibility**

- (a) You acknowledge that you are 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 with access to your account or computing network or Family Zone Services.

2.14 **Hardware used in conjunction with our service**

- (a) You acknowledge that you are required to use reasonable efforts to ensure that Hardware used in conjunction with our Services:
- (i) Is used in a careful and prudent manner and solely for the purpose intended by its manufacturer and in accordance with the manufacturer's instructions;
 - (ii) Is adequately secured, maintained and kept in good working order;
 - (iii) Has valid warranties and insurances at all times;
 - (iv) Is legally and properly installed with relevant consents (such as building or landlord) as the case may be;
 - (v) Is not used to commit any Abuse or in contravention of any applicable laws or insurance policies (whether or not by you or another); and
 - (vi) Is used solely for the purposes of and incidental to your business.

3 **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 delay.
- (c) You must inspect Products upon delivery. If damage is identified you must give us notice and request a return authorisation within seven (7) days of delivery. If not claimed we are entitled to assume you have accepted the Products. We will pay for the costs to return damaged Products.
- (d) We will at our sole discretion either replace or credit your account for any Product proved to our 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 bailee.
- (f) We reserve the right to retake possession of any Products which have not been 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.

TERMS OF SERVICE & SUPPLY

- (j) We will invoice you for the Products inclusive of applicable taxes.

4 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 special terms apply.

4.1 Acknowledgements and Obligations

- (a) You acknowledge and agree:
- (i) that the Bundled Hardware are personal property within the meaning of the PPSA;
 - (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 our Agreement and no right to purchase the Bundled Hardware on or before termination of this Agreement;
 - (iv) that opening the cases will be considered Abuse;
 - (v) that Replaced Components become part of the Bundled Hardware once they have been exchanged for any reason; and
 - (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.
- (b) You agree to:
- (i) protect, 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 the case may be; and
 - (iii) procure only us or our appointed service agents to carry out any installation or removal of the Bundled Hardware.
- (c) You acknowledge and warrant that you have:
- (i) acted solely on your own judgement in taking 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 written permission:
- (i) give 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 unless agreed by us in writing; and
 - (iii) move the Bundled Hardware to any other location.

4.2 Permitted Actions by us

- (a) You permit us to:
- (i) act in your name, or on your behalf, to take any steps to protect our interest in the Bundled Hardware;
 - (ii) enter your premises to exercise our right under this Agreement, including removal of the Bundled Hardware;
 - (iii) engage Subcontractors to provide, install, maintain and/or restore all or any of the Bundled Hardware and related Services;
 - (iv) charge you for repairs to, or replacement of, any Bundled Hardware that is lost, damaged or destroyed while it is in your care (Repair Charges); and
 - (v) at any time swap the Bundled Hardware for alternative equipment offering in our opinion (acting reasonably) the same functionality.

4.3 Bundled Hardware are not fixtures

- (a) You agree to not affix the Bundled Hardware to land without our consent in writing and, if the Bundled Hardware becomes affixed to land, you agree to grant to, or procure for, us an interest in and right of entry to such land for the purposes of removing it.
- (b) You agree to obtain an acknowledgement from all mortgagees and owners of the land that the Bundled Hardware is personal property, owned by us, and not a fixture.

4.4 Insurance

- (a) You agree that Bundled Hardware is at your risk from the date of delivery to you (or otherwise as agreed between you and us);
- (b) You must insure and keep insured the Bundled Hardware with a reputable insurer and such insurance must:
- (i) Be for such risk and for such amount or amount(s) and on such terms as are set out in our Agreement; and
 - (ii) Include coverage of our losses in relation to the Bundled Hardware.
- (c) You must provide us with details of the insurer and policy number if requested;
- (d) If you do not have (in our opinion, acting reasonably) suitable insurance, then you accept that we may elect to take out such insurance as we see suitable and pass these costs on you as part of our Fees under our Agreement;
- (e) You agree to immediately notify us and your relevant insurer of the happening of any insured event in relation to the Bundled Hardware;
- (f) Any moneys payable under any insurance policy covering the Bundled Hardware must be paid to us unless otherwise consented to in writing by us and we may:

TERMS OF SERVICE & SUPPLY

- (i) apply the insurance moneys to replace or repair the Bundled Hardware if in our opinion (acting reasonably) the insurance moneys are adequate for this purpose;
 - (ii) terminate our Agreement by giving notice to you if in our opinion the insurance moneys (acting reasonably) are not adequate to repair the Bundled Hardware; and
 - (iii) apply any insurance moneys towards payment of outstanding Fees.
- (g) You appoint us as your attorney to recover and/or compromise any claim for loss or damage under any insurance policy relating to the Bundled Hardware or otherwise to give valid releases or receipts for such claims.

4.5 Personal Property Securities

- (a) You agree that our Agreement creates a Security interest for the value of this Agreement in accordance with the PPSA;
- (b) You agree to waive your rights to and exclude the PPSA Exclusions.
- (c) You agree that any rights we have in addition to those in the PPSA, continue to apply.
- (d) You agree to do all such things and execute all such documents as we may require to ensure that we have a perfected first ranking security interest(s) in the Products and the Bundled Hardware and for indebtedness under the terms of this Agreement and you irrevocably authorise us to take any steps we consider reasonable to register our interest in accordance with the terms of the PPSA;
- (e) You indemnify us for any costs we incur in registering, maintaining and enforcing the security interest;
- (f) You will immediately upon request by us, procure from any person considered by us to be relevant to our security position, such agreements and waivers as we may reasonably require; and
- (g) You will immediately notify us of any change in (i) your name, (ii) any trading or business name you may use or (iii) in your legal or beneficial shareholding.

4.6 Effect of Termination

- (a) On termination 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 Bundled Hardware to us on termination of our Agreement within 30 days then we are entitled to invoice you for the market value of the Bundled Hardware.
- (c) If Bundled Hardware returned to us are damaged we are entitled at our election to:
 - (i) charge you for the cost of repair; or
 - (ii) invoice you for the market value of the Bundled Hardware.
- (d) This clause 3, survives termination or expiry of this Agreement.

5 END USER LICENSE AGREEMENT

Where we have provided you with Software as part of the Products, the following terms apply.

5.1 Software License

- (a) Our Software contains material that is protected by copyright and intellectual property laws. Our Software is licensed, not sold. We and licensors retain all right, title and interest in the Software including without limitation all Intellectual Property rights embodied therein.
- (b) We grant you a non-exclusive, limited, personal, royalty-free and non-transferable license, subject to and conditioned on your compliance with the restrictions set herein, to as applicable install and use Software provided to you by us. You do not acquire any rights, express or implied, in the Software other than those specified in this Agreement.
- (c) You may not distribute, sublicense, rent or lease the Software or use the Software except as provided under this Agreement.
- (d) You agree not to cause or permit the 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 may not export the Software.
- (e) You may not use the Software to upload, transmit, or transfer any data, information, materials, or content to Family Zone or any Third Party other than transmissions or transfers of information necessary for the intended use of the Software. You also agree not to use the Software for any unlawful or improper purpose. Specifically, you agree that your use of the Software will be in compliance with any laws which are applicable to you.

5.2 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 find that you have violated any of our contractual terms with you.
- (b) 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 license.

5.3 Compatibility

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

5.4 Where Software is purchased from Third parties eg App Stores

- (a) If you have downloaded any software required for the Family Zone Services from a Third party App Store, such the Apple iTunes Application Store or Android Marketplace, the following additional terms apply:
 - (i) Acknowledgement: Your License is between you and us only.

TERMS OF SERVICE & SUPPLY

- (ii) **Scope of License:** Your License 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 Family Zone Services with respect to 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 intellectual property infringement 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:** Family Zone Cyber Safety Limited a company domiciled in Australia. Our contact numbers are 1300 398 326 (from within Australia) and +61 2 8599 9786 otherwise. You can contact us through our website www.familyzone.com. All of your questions, complaints or claims with respect to the Software must be directed to us.
- (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 a Third Party beneficiary thereof.

6 TERMS OF SUPPORT

6.1 Acknowledgements and Obligations

- (a) As soon as you become aware of any fault in a Product, you must 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 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 reasonable endeavours 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 application (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 out 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 reasonable endeavours 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 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 to provide onsite visits the frequency and length of the scheduled onsite

TERMS OF SERVICE & SUPPLY

visits may change throughout the term of our Agreement by mutual agreement; and unless agreed with us otherwise visits on public holiday or weekends and work outside the scope of Managed Family Zone Services will be chargeable.

6.2 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 or an Excluded Event.

6.3 Technical Support

We (or our Reseller as applicable) will provide you 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 queries or issues they have and to escalate and expedite any identified defects.
- (b) Technical Support functions may be provided by us or a Subcontractor as agreed with you in your Order.
- (c) Technical Support responsibilities include:
 - (i) Supporting End Users with deployment, configuration, documentation and advice;
 - (ii) Fielding End User enquiries and complaints;
 - (iii) Information/data gathering and initial diagnosis;
 - (iv) Resolving problems and carrying out configuration changes;
 - (v) Detailed investigation of escalated problems and calls;
 - (vi) Where 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 queries to relevant Third Parties and to Product Support.

6.4 Service Level Targets for Technical Support

Level / priority	Respond	Resolv e	Notes
Tickets classified as priority 1 are "critical Incidents"	1 hr	2 hrs	Reserved for Infrastructure outages/critical systems. Examples include: <ul style="list-style-type: none"> ✓ 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: <ul style="list-style-type: none"> ✓ Reduction in capacity handling or traffic measurement function. ✓ Repeated short outages greater than 2 minutes every 24 hours or continue 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 days	Examples include: <ul style="list-style-type: none"> ✓ 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 subscriber Family Zone Services 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 day	5 days	All FZ customer calls are default logged as LOW (SL4) until triaged. Examples include: <ul style="list-style-type: none"> ✓ 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

6.5 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 defects.
- (b) Product Support will be provided by us.
- (c) The responsibilities of Product Support include:
 - (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

TERMS OF SERVICE & SUPPLY

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 on End User systems.

6.6 **Managed Services**

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

- (a) You authorise us to install any remote management tools as we deem necessary.
- (b) You authorise our access to your environment.
- (c) Where the supply of a Service requires functionality from your IT infrastructure, that functionality must be present.
- (d) Should you request the supply of onsite support, if we believe we are capable of completing required support tasks remotely, we will treat the request as chargeable.
- (e) The Managed Services Table set out below shows the matters and actions that are in and out of the scope of our Managed Zone 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.
- (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 antivirus or anti-malware measures are considered out of scope.
- (h) Where we or a Third Party vendor has stipulated a Family Zone 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 as out of scope.
- (i) We are not required to provide support for Family Zone Hardware or software which is no longer supported by the relevant vendor (End of Life). Where we become aware that Family Zone Hardware or software has reached, or is imminently approaching End of Life, we will endeavour to notify you, however, we are not liable for any failure to do so. You must make your own enquiries to determine when Family Zone Hardware and software will reach, or may reach End of Life.
- (j) Included hours of support effort will be specified in your Order.

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

7 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.

7.1 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.

7.2 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.

7.3 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

TERMS OF SERVICE & SUPPLY

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.

7.4 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.

7.5 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

TERMS OF SERVICE & SUPPLY

author attributions, legal notices, or other labels of the origin or source of material.

7.6 **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.

7.7 **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.

7.8 **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.

7.9 **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.

7.10 **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

TERMS OF SERVICE & SUPPLY

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 Term.