

FAMILY TERMS OF USE POLICY

Amendment History

Revision	Author	Description of change	Date updated
1	Victoria Heard	Taken directly from Family Terms of Use	June 2023
2	VH	Updated to add reference to KPG relevant policies. Changed Customer to Kineton Playgroup and made relevant to our parents.	September 2024
3	VH	Reviewed, no substantive changes	August 2025

In this document:

1. Introduction
2. Authorised Users and Relationship with the Customer
3. Use of the Platform
4. Authorised User Representations
5. Intellectual Property Rights
6. Authorised User Generated Contributions
7. Policies and Practices
8. Acceptable Use Policy
9. Monitoring and Reporting Inappropriate Contributions
10. Privacy Policy
11. Term and Termination
12. Liability
13. Modifications
14. Assignment
15. Governing Law and Jurisdiction
16. Entire Agreement

1. Introduction

These Terms of Use constitute a legally binding agreement made between the parent/carers and Famly AppS concerning their access to and use of the Famly software services (the “Platform”). They must agree that by accessing the Platform they have read, understood, and agree to these Terms of Use. If they do not agree they are prohibited from using the Platform and must discontinue use immediately.

2. Authorised Users and Relationship with the Customer

The parents/carers are connected to Famly’s customer, i.e., the early education setting (“Kinton Playgroup” “KPG”) that has separately entered into an agreement with Famly by accepting the Famly Terms and Conditions for use of the Platform (the “Agreement”). The Agreement sets out their commitment to deliver the services of

the Platform to the Customer. The Agreement permits Kineton Playgroup to invite individuals to join the Platform who are so-called authorised users so that such users can use its features and services. Kineton Playgroup has its own area on the Platform where we can create child profiles, manages daily tasks, use the newsfeed and handles all communication etc. Kineton Playgroup is in control of this area.

There are two types of authorised users:

1) user who is an employee of Kineton Playgroup and referred to as “Staff User”.

The term Staff User covers any such users with admin rights; and

2) person otherwise connected to Kineton Playgroup (e.g. parents, guardians, other family members of children attending the nursery or early education setting/centre that is a Customer of Family) and referred to as “Family User”.

Staff User and Family User are collectively referred to as “Authorised User” / “Authorised Users”.

As an Authorised User you will gain access to the Platform via an email invitation. Kineton Playgroup sends invitations to Staff Users and most Family Users. If you are a Staff User with admin rights Family send you the invitation. Family Users may also be able to invite other persons to access the Platform as Family Users provided that such persons have a valid reason to get the access, such as grandparents.

Once you receive the email invitation you need to activate your account and create a password. You agree to keep your password confidential and will be responsible for all use of your account and password.

3. Use of the Platform

For Staff Users, the Platform is made available “as is” for commercial use only to use the services set out in the Family Terms and Conditions entered between Kineton Playgroup and Family. Staff users are only to access the Platform on KPG technology and only during business hours.

For Family Users the Platform is made available “as is” for personal use only to access information about a child, communicate to Kineton Playgroup, insert/update necessary personal information etc.

Family grant you a revocable, non-exclusive, non-transferable, limited right to install and use the Platform on wireless electronic devices owned or controlled by you (apart from on Staff Users personal devices as per agreements made by KPG), and to access and use the Platform on such devices strictly in accordance with the terms set out in these Terms of Use.

4. Authorised User Representations

By using the Platform, you represent and warrant that you will not use the Platform for any illegal or unauthorised purpose and your use of the Platform will not violate any applicable law or regulations.

Any violations of these Terms of Use may give rise to civil and/or criminal penalties or other actions as may be appropriate.

5. Intellectual Property Rights

Unless otherwise indicated, the Platform is our proprietary property and all source code, functionality, software, website designs, and graphics on the Platform ("Family Content"), the Family trademarks and logos ("Family Marks") are owned by Family and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of Denmark, foreign jurisdictions, and international conventions.

Unless expressly stated in these Terms of Use, no part of the Platform, and no Family Content or Family Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission. If you are a Staff User, your employer/Kineton Playgroup already has the right to use our Family Marks on their websites and social media channels to publicise Family, and in such an event you must follow any guidelines provided.

Family may use a customer trademark ("Customer Mark") to provide a branded Platform to the Kineton Playgroup, in such cases they have obtained a license to use the Customer Mark for such purposes. If you are a Staff User, you must follow the Customer guidelines around use of the Customer Mark. If you are a Family User, you can only use the Customer Mark if you are authorised to do so by Kineton Playgroup.

6. Authorised User Generated Contributions

As an Authorised User you may be able to message other Authorised Users, i.e. Staff Users and/or Family Users, and you may be able to contribute to the newsfeed and comment section. The scope and types of contributions depend on your access rights as Staff User or a Family User. The Platform may therefore provide you with the opportunity to create, submit, post, display, publish, distribute or broadcast content and materials on the Platform, including but not limited to text, writings, photographs, videos, personal information or other material (collectively "Contributions").

Famly do not assert any ownership over your Contributions. When you submit Contributions to the Platform, you acknowledge and agree that the Contributions are fully owned by the Kineton Playgroup and the Agreement provides Kineton Playgroup with control over the Contributions. For example, Kineton Playgroup can edit and delete Contributions.

7. Policies and Practices

Between Famly and Kineton Playgroup, we agree that it is solely our responsibility to inform all its Staff Users and Family Users (as may be applicable) of any relevant Customer policies and practices.

To provide a safe space on the Platform, you must comply with Famly's Acceptable Use Policy (as set out below), and any applicable policies or practices established by the Kineton Playgroup and relevant to you as an Authorised User, including but not limited to, our Confidentiality policy, Safeguarding and child protection Policy, ICT policy and Data protection policy.

8. Acceptable Use Policy

Part of providing a safe space for all Authorised Users on the Platform Famly have set some rules around the acceptable use of the Platform. They do not accept any misuse of the Platform, so you must follow these rules.

You explicitly agree not to:

- permit any third party to access or use a username or password to access your account on the Platform.
- impersonate another Authorised User or person or use the username of another Authorised User.
- trick, defraud, or mislead any other Authorised Users, especially in any attempt to learn sensitive account information such as Authorised User passwords.
- use, as a Staff User, the Platform to advertise or offer to sell goods and services that are in competition with us or other goods/services that are not related to the business of the Customer, unless otherwise agreed with us.
- use, as a Family User, the Platform to advertise or offer to sell goods or services, unless obtaining permission from the Customer.
- send unsolicited communications, promotions, advertisements or spam.

- send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”.
- share false, inaccurate, or misleading Contributions.
- share Contributions that are obscene, lewd, lascivious, filthy, harassing, libellous, slanderous, advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender, identity, sexual preference, disability, or impairment.
- share Contributions that ridicule, mock, disparage, intimidate, harass, abuse or harm anyone.
- share Contributions that are fraudulent, defamatory, misleading, pornographic, or contain acts of violence.
- violate the privacy rights of others or otherwise infringe the rights of others.
- share Contributions that otherwise violate, or link to material that violates any provision of these Terms of Use, or any applicable law, regulation or rules.
- submit false reports of abuse or misconduct.
- access, search or create accounts for the Platform by any means other than our supported interfaces.
- breach, circumvent, disable, or otherwise interfere with security-related features of the Platform.
- interfere with, disrupt, or create an undue burden on the Platform or the networks or services connected to the Platform, for example by overloading, flooding, spamming or mail-bombing any part of the Platform.
- upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, worm or other harmful component that interferes with any party’s uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform.
- attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform.
- reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate or disrupt the features, functionality, integrity or performance of the Platform.

- remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) from the Platform; or
- disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform.
- screenshot and share images on any form of social media.

9. Monitoring and Reporting Inappropriate Contributions

Famly do not have an obligation and generally do not monitor the Contributions, but Kineton Playgroup will do so as it has control over our own area on the Platform.

Kineton Playgroup appoints an Authorised User/Authorised Users with admin rights who can provide other Authorised Users with access etc. ("Admin User"). Any inappropriate Contributions, behaviour or other content must be reported to the Admin User and/or other Staff User as communicated by KPG on the Platform.

The Admin User can edit or delete Contributions and can deactivate Authorised Users accounts.

10. Privacy Policy

Famly act as data processors under European data protection regulations and process your personal data on behalf of the Kineton Playgroup. You can find information about how Famly collect and use your personal data in our Privacy Policy. Please be aware that the Kineton Playgroup sets out a separate data retention policy for the personal data on the Platform.

11. Term and Termination

These Terms of Use will remain in force until the Agreement has been terminated by Kineton Playgroup or Famly, or until you are no longer required or authorised to have an account to the Platform.

12. Liability

Famly are not liable for any statements or representations in your Contributions provided by you in any area on the Platform. If Family become aware of a violation of these Terms of Use, they will usually ask Kineton Playgroup to take action, as we are in control of our own area on the Platform. However, if in Famly's reasonable opinion Kineton Playgroup does not take appropriate action or they believe that there is a credible risk of harm to Famly, the Platform, the Authorised Users or any third parties they will take the appropriate action.

13. Modifications

Famly reserve the right, in their sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. Famly will alert you about any changes by updating the "Last updated" data of these Terms of Use and posting a banner on the Platform. You will be subject to and will be deemed to have accepted the changes in any revised Terms of Use by your continued use of the Platform after the date such revised Terms of Use are posted.

14. Assignment

You may not assign any of your rights or delegate your obligations under these Terms of Use. Famly may assign any or all of their rights and obligations under these Terms of Use, without your consent, to a company affiliate or in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all their assets.

15. Governing Law and Jurisdiction

These Terms of Use and any disputes arising out of or related hereto, will be governed by the same applicable governing law of the Agreement. The jurisdiction agreed in the Agreement will apply to these Terms of Use.

16. Entire Agreement

These Terms of Use and any policies posted by Famly on the Platform constitute the entire agreement and understanding between you and Famly. Their failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.