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# Qoria Legal Agreements

## Terms of Service





# Terms of Service

Set out below is the Terms of Service which forms part of the Customer Agreement with us. These terms may be updated from time to time, with notice as described herein.

In this document Agreement refers to the Customer Agreement between you and us and terms have the meanings set out in our Customer Terms unless otherwise defined in this document or unless the context suggests otherwise.



# Background

**We** are a provider of online safety & security **Products** (hardware and software) and related **Services** (consulting, support, deployments, training, warranties and features within our Products).

Our Products & Services are provided to Customers under a **Customer Agreement** (also referred to as your Agreement in this document) which consists of all of the following:

- A **Customer Order** which sets out the key commercial arrangements and selections of a particular Customer;
- Our **Customer Terms** which set out the legal terms and conditions that apply to all Customers; and
- Our **Terms of Service** which set out the specific conditions within which we supply specific Product or Services;
- Our **Customer Policies** which set out how we work with Customers, End Users and protect Data; and

Additionally, End Users of our Products are subject to our **End User Licence Agreement** which sets out the terms applicable when individuals download, install or use our Software. **Software** means an executable program and/or application associated with the Products.

We appoint Partners to Re-sell our Products and Services. You may have acquired Products and/or Services from a Partner of ours. Partners are required to Re-sell our Products and Services in accordance with the requirements of your Customer Agreement.

You may, at your absolute discretion, refer other Third Parties to us. This may include for example referring a parent or a guardian to procure **Consumer Product**. Should a referral result in a Consumer account being then such accounts are separate and independent from your account and the Customer Agreement.

Within our Customer Agreement documents **You** and “your” refers to the party which has entered into the contract with us. This will be set out in the Customer Order. You accept the Customer Agreement by signing (wet, electronically or otherwise) and accepting a Customer Order. Until you do so and on termination of your Customer Agreement you may not use our Products and Services.

**We, us, our, Qoria** and **Qoria Group** refers to Qoria Limited (Australia) and its subsidiary companies including inter alia Family Zone Inc (USA), DerbyTech Inc (USA), Net Ref Education, LLC (USA), Smoothwall Inc( USA), Smoothwall Limited (UK), Family Zone NZ Cyber Safety Ltd, Cyber Education Pty Ltd, EI Pty Ltd, Qustodio LLC, Qustodio Technologies SLU, Digital Literacy SLU or a Partner.



# General Obligations & Acknowledgements

**Acceptable Use:** In using the Products and Services, you agree to use reasonable efforts to ensure that you and End Users associated with your account:

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

**Security:** 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.

**Privacy:** In using the Products and Services, you acknowledge having read, understood and agreed to our Privacy Policy which is available on our website.

**Third Party Services and Hardware:** Using the Products and Services 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.

**Provisioning:** We may agree in writing to provisioning and installation time targets for individual Products or Services ("Required Dates"). We will use commercially reasonable efforts to, but cannot guarantee that we will, meet Required Dates. Typically we invoice from the date of your Customer Order. If we have agreed to invoice from the date of provisioning or installation then where provisioning or installation is delayed due to your actions or inactions then we reserve the right to begin invoicing you from the agreed Required Date.

**Scaling:** Products (including any Third party products or services) and Services we supply have been chosen based on our understanding of your requirements. We have made these selections based on information provided by you. If your requirements change (such as the number of users, devices or data throughputs change) then the Products supplied may no

longer be suitable for you. You acknowledge and agree that in such circumstances we may need to vary your Products and you will be subject to reasonable fees and charges.

**Maintenance:** You acknowledge that we may modify the Products and Services. 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. You must comply with reasonable directions given by us or our Subcontractors, agents or Partner for continued and effective operation of the Products and Services. 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 and Services may not operate properly.

**Support:** You acknowledge and agree that Support will be provided in accordance with our Support Terms (set out below) and the Customer Order.

**Assistance:** You agree to provide us with reasonable assistance to ensure the ongoing functioning of supplied Products and Services.

**Termination:** We may terminate your access to the Products and Services immediately if:

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

We may terminate your access to the Products and Services on reasonable (usually 30 days) notice if:

- You have overdue invoices;
- We reasonably believe we need to do so for technical, security or operational reasons; or if
- You use a Product in a way that places unreasonable demands on our systems or may impact persons.



# General Obligations & Acknowledgements cont.

**Primary Responsibility:** You acknowledge and agree that you have primary responsibility for any use and misuse of the Product and Services, even if committed by an unrelated or related party (including End Users) with access to your accounts of Products.

**Hardware Used in conjunction with our Products and Services:** You acknowledge and agree that you are required to use your reasonable endeavours to ensure that Hardware used in conjunction with our Products and Services is suitable, available and adequately secured and insured.

**Reasonable Use Limits:** We seek to ensure quality and available Products and Services and we reserve our right to impose reasonable use limits where in opinion these are required. For example if we provide a free trial we may limit the extent of its use. We will provide you reasonable notice where we seek to apply a limit and these will be set out in our Terms of Service. We may reasonably suspend your use of some or all of our Products and Services if you do not comply with our reasonable request.

**Legal restrictions on using online safety technology:** In the legal jurisdiction within which we provide you with our Product and Services there may be legal limitations ('Legal Restrictions') with respect to when and how features such as the following may be used by you:

- Filtering technology (permitting the inspection, blocking and reporting of internet activity);
- Location tracking technology;
- Recording technology (permitting the capture or recording of audio or visual material);
- Safeguarding technology (such as key-logging or the scanning of cloud accounts); and
- Data capture with respect to the above.

Where such Legal Restrictions are applicable to you, then we will use reasonable efforts to ensure our Products and Services support such Legal Restrictions. Configuration of our Products & Services to meet applicable Legal Restrictions is your sole responsibility. If compliance with applicable Legal Restrictions is not possible within our Product and Services then it is your sole responsibility to not use them and we disclaim all liability.

**Legal obligations for notification, consent and reporting:** In the legal jurisdiction within which we provide you with our Product and Services there may be legal obligations imposed on you and us ('Legal Obligations') with respect to matters such as:

- **Notification:** The notification of End Users, staff, students or their parents or guardians about the use of our Services;
- **Consent** Obtaining consent from End Users, staff, students or their parents or guardians for the use of our Services;
- **Reporting:** Sharing of information captured by our Services in certain circumstances to relevant government bodies, End Users, staff, students or their parents or guardians.

Where such Legal Obligations are applicable, then:

- we require you to, and you agree to, perform any and all required actions;
- we disclaim all liability; and
- you agree at your own expense, to indemnify, defend and hold us harmless from and against any and all Actions brought against us, our affiliates, directors, officers, agents and employees arising in connection with a failure to comply with such Legal Obligations.



# Term And Termination

**Term:** The Customer Agreement commences on the date of the Customer Order and continues until terminated in accordance with the Customer Agreement. Your Customer Order may specify a Contract Term (e.g. annual contract) or a month to month basis. If no end date and/or a term is specified then we will assume a month to month basis. You may cancel use of your Products 90 days prior to the end of Contract Term. If not cancelled your Contract Term will be automatically extended by 12 months (an 'Auto-renewal'). We may adjust Fees to our current price book for auto-renewals or month to month arrangements and you may cancel your subscription in these circumstances.

**Termination:** We may terminate the Customer Agreement in the event of a Force Majeure event or if you suffer an Insolvency Event. If a Party fails to comply with, or breaches, any material obligation under the Customer Agreement and such Party fails to remedy such breach (if the breach is capable of remedy) or comply with its obligations within 14 Days of the non-defaulting party's notice to the defaulting party detailing the defaulting Party's breach or default, then your Customer Agreement automatically terminates on the date which is the earlier of:

- the date the non-defaulting party gives the notice if the breach or default is not capable of being remedied;
- the expiration of the 14 day notice period if the breach or default is not adequately remedied.

**US Disputes Act:** Notwithstanding any other provision of the Customer Agreement for GSA Customers we agree that any recourse against the United States for any alleged breach of the Customer Agreement will be taken in accordance with the Contract Disputes Act. We agree that should a dispute be brought, we shall proceed diligently with performance under the Customer Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Customer Agreement. We further agree to comply with any decision of the appointed contracting officer.

**Obligations Continue:** Notwithstanding termination or expiration of the Customer Agreement, your obligations under the Customer Agreement will continue in full force and effect until:

- You have fully paid for or returned in good working order any Bundled Hardware or trial Hardware supplied to you (as determined solely by us acting reasonably); and
- All amounts due to us for the period up to and including the termination date under the Customer Agreement have been paid in full.

**Service Suspension:** If we reasonably believe that our systems may be exposed to potential damage or misuse, or in the event of a Force Majeure, we may reasonably and temporarily suspend your access to our Products and/or Services. This right does not affect or limit any other rights we have under the Customer Agreement. Notwithstanding anything to the contrary in the Customer Agreement, in the event of a Regulatory Impediment either party shall have the right to suspend performance to the extent reasonably necessary.

**Effects of Termination:** On termination of the Customer Agreement:

- Any Fees owing at the date of termination shall be due immediately and any subsequent charges from us will be due immediately upon receipt of an invoice;
- Any Fees that have been paid to us at the date of termination shall be deemed to have been fully utilized and no refunds will be available; and
- You must immediately return to us at your expense any Bundled Hardware or any other items that we own such as trial hardware and you acknowledge and agree that we will charge you reasonable Fees if you do not do so within 30 Days or where we reasonably assess Product Damage for any returned items;
- Any licences or rights granted to you by us will automatically terminate and we shall cease providing you with our Products and/or Services; and
- You must immediately cease using our Products and Our Marks.



# Terms of Service - Unbundled Hardware

These terms of service apply to situations where we sell Hardware to you unrelated to any contract for the supply of Services. For example we may sell you a redundant appliance.

## Acknowledgements and Obligations

Subject to your Customer Order, these terms apply for the sale of Unbundled Hardware:

- You acknowledge that Hardware supplied to you is subject to the Limited Warranty set out in our Customer Terms. This Limited Warranty will be rendered void and will not apply if (amongst other things) the Hardware has been altered, repaired or modified by any party other than us or an authorized repair agent; the Hardware has been damaged in any way, by accident, power spikes/surges or similar events or by any intentional, reckless or negligent acts or omissions of any party.
  - All risk in sold Products passes to you upon delivery.
  - All dates and times specified in Customer Order are estimates only. We cannot be responsible for losses or other costs as a result of delays.
  - 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.
  - 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.
- 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.
  - We reserve the right to retake possession of any Products which have not been fully paid for.
  - 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 Customer.
  - We will invoice you for the Products inclusive of applicable taxes.



# Terms of Service - Bundled Hardware (Hardware as a Service)

In instances where we agree to provide you with Hardware for trial use or as part of a subscription (called Bundled Hardware) then these terms apply.

## Acknowledgements and Obligations

Subject to your Customer Order, these terms apply for the sale of bundled Hardware:

- Bundled Hardware is personal property, owned by us, and is not a fixture.
- Bundled Hardware remains our property at all times.
- You only have a right to use the Bundled Hardware for the term of your Agreement and no right to purchase the Bundled Hardware on or before termination or expiration of this Agreement.
- Opening the encasings of the Bundled Hardware will be considered Product Damage.
- Replaced components become part of the Bundled Hardware once they have been exchanged for any reason.
- 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.
- Any loss or Product Damage to the Bundled Hardware is your responsibility and legal obligation from the date of delivery to you.

You agree to use your best efforts to:

- Protect, defend and make clear to others our interest in the Bundled Hardware;
- Use the Bundled Hardware for the purpose for which it was designed and in accordance with our/ or the manufacturer's instructions as applicable.
- Where you (or parties instructed by you) are installing, configuring or removing the Bundled Hardware that it is done so safely (on the understanding that you are responsible for any Damage that may be caused).

You acknowledge and agree that you have:

- Acted solely based on your own judgment in accepting the Bundled Hardware under this Agreement.
- Not relied on any representation about the Bundled Hardware by us with respect to suitability for any particular use.

You agree to not, without our prior written permission:

- Grant another person an interest in, or security over the Bundled Hardware to others for any reason.
- Part with possession of or alter the Bundled Hardware in any way.
- Move the Bundled Hardware to any other location.

## Permitted Actions by us

With respect to Bundled Hardware you permit us to:

- Engage Subcontractors to provide, install, maintain, restore and/or remove all or any of the Bundled Hardware.
- 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).
- At any time swap the Bundled Hardware for alternative equipment offering in our reasonable judgment the same functionality.





# Terms of Service - Bundled Hardware (Hardware as a Service) cont.

## Effect of Termination

On termination or expiration of your 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. If you do not return the Bundled Hardware to us on termination or expiration of our Agreement within this 30 day period then we are entitled to invoice you a reasonable market value of the Bundled Hardware. If Bundled Hardware returned to us is with Product Damage we are entitled at our election to:

- charge you for the cost of repairs; or
- invoice you for the market value of the Bundled Hardware.

## Hardware on a Service Term

We may provide you with Bundled Hardware on a service agreement with a set term. Where we do so the term will be set out on your Customer Order. For example, we may supply you with hardware on which our Services operate and we may support that hardware under a contract for a 3-year term. In these circumstances, you acknowledge and agree that at the end of the said term we are under no obligation to continue to support the Bundled Hardware. At that time, you must either purchase new hardware from us, purchase an extension of Support or cease using the Bundled Hardware and return it to us at your cost.



# Terms of Service - Hardware Replacement & Returns

Should we determine that a fault is present in Hardware supplied to you then subject to our Terms of Service and the terms set out below we may authorise a return and provide a replacement.

- Before returning any Hardware an RMA Number must be obtained from us. We will provide you with details of a return location (eg an authorized Repair Center).
- On confirmation of an RMA number we will seek to ship replacement Hardware within 48 hours (during working days).
- Replacement Hardware may at our absolute election be used and refurbished. We undertake to properly test and assure replacement hardware.
- You are responsible for returning the Hardware safely and at your cost. Any loss or damage will be charged to you. Hardware should be returned in its original packaging or in a suitable transport carton.
- Replacement of Hardware does not extend any agreed warranty arrangements with you.



# Terms of Service - Support

These terms apply with respect to customer and product support services we may offer to provide you.

## Specific Terms

In addition to meanings set out in our Customer Terms, the following terms apply in this section.

Excluded Event means:

- a breach of this Agreement by you;
- a Force Majeure event;
- any act or omissions of a Third Party which affects the function or performance of the Products;
- a negligent, fraudulent or wilful act or omission of you or your personnel or an End-user; or
- a failure of any of your or an End-user's Customer's equipment.
- use or misconfiguration of the Software or Hardware in a manner inconsistent with the prescribed specification
- use, misconfiguration or incompatibility of any Hardware or Software not provided by or approved by Qoria in writing
- use of a Software version that is no longer officially supported
- any act or interference of any third party other than an authorized Qoria Partner.
- failure of communications, internet connections, change in network configuration that adversely impacts our Hardware, electricity supply or other vital services outside of our control

**Defect** means a fault in a Product or Service which renders it unusable or otherwise unfit for its stated purpose in a live environment.

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

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

**Components** or **Parts** means any component part or complete unit of a Product;

**Improvements** means any modification or enhancement to the Products or Services, which in our sole opinion, in any way whatsoever improves them.

**Patches** means temporary software programming, subroutines or workarounds produced after the Commencement Date to overcome errors or to improve the performance or operation of the Products or Service without significantly altering the performance characteristics or adding additional functionality.

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

**Managed Services** means the outsourced management, monitoring and configuration of Products or Services.



# Terms of Service - Support cont.

## Structure of our Support services

We may offer you Support services. Where we do so, it will be included in your Customer Order. Subject to your Customer Order and the terms set out below we will provide or procure:

- **Technical Support:** For business hours deployments, configuration and escalations;
- **Product Support:** For our Products and Services;
- **Managed Services:** Offering ongoing management of a Product or Service; and
- **Vendor Product Support:** Offering support for 3rd Party branded Products or Services.

## Acknowledgments and Obligations

As soon as you become aware of any potential or actual Defect, you must promptly report that to us by contact methods notified to you by us from time to time.

Before reporting a Defect to us, you must take all reasonable steps to ensure that it is not caused by an Excluded Event. This includes where caused by a fault in any equipment or services located on your side of the service delivery point.

You must provide, in a timely fashion, the minimum dataset required by us to commence troubleshooting. You must fulfill your obligations with respect to the provision of remote access and actively participating in the ticket resolution.

If we investigate a Defect and determine that the defect is attributable to any equipment or services on your side of the service delivery point we will use commercially reasonable efforts to inform you of the Defect and its probable cause and location but will bear no further liability or responsibility; we may charge you for any costs that we incur in investigating the Defect; and if we agree to rectify the defect, 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.

If we investigate a defect and determine that the Defect is attributable to any equipment or services on our side of the service delivery point, then where we determine that the Defect is in equipment provided by us, we will be responsible for rectifying it in accordance with the Agreement; and where we determine that the Defect is in equipment within a supplier network, we will inform the supplier of the Defect and request its rectification.

If we investigate a Defect and determine that it is attributable to an Excluded Event, then we may charge you for any costs which we incur in investigating and rectifying the Defect.

You must provide all necessary assistance to enable location and rectification of any Defect, regardless of whether that Defect is the responsibility of us or a Third Party.

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.

The Service Levels table set out below shows our target Defect response and rectification times. Such targets are measured from the time that the Defect is reported to us or we become aware of the Defect. 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.

Unless specifically agreed by us in writing, we do not promise to monitor use of the Products and Services. End-user activity is your responsibility. You should not rely on us to contact you or to suspend your use of Products or Services in the event of excessive or unusual activity.

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.

## Support Fees

Chargeable support Fees are listed on our pricing schedule which you may request from us at any time. We may include bundled support hours in which case this will be specified on your Customer Order. Support Fees will be chargeable where support work is:

- Not included within the scope of our Support services; and
- Relates to the investigation or remediation of an Excluded Event.



# Terms of Service - Support cont.

## Technical Support

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

The objective of Technical Support is to assist Customers to deploy, configure and use the Products and Services and to resolve any questions or issues they have and to escalate and expedite any identified problems.

Technical Support functions may be provided by us or a Subcontractor as agreed with you in your Customer Order.

It is your responsibility to ensure we have access via phone, email or Chat to trained personnel who can provide us with accurate, complete, timely and ongoing support. A failure to provide this will impact our ability to meet the defined Service Level Targets.

Technical Support responsibilities consist of:

- Supporting you and End Users with deployment, configuration, documentation and advice;
- Fielding your and End User questions and complaints;
- Information/data gathering and initial diagnosis;
- Resolving problems and implementing configuration changes;
- Detailed investigation of escalated problems and calls;
- Where mutually agreed, performing (including the review and testing) configuration changes;
- Identifying known problems and applying the known solutions to those problems; and
- Escalating defaults and complex questions to relevant Third Parties and to Product Support.



# Terms of Service - Support cont.

## Service Level Targets for Technical Support

Times set out below are during Business Hours (at your location).

Level / priority	Technical Support		Notes
	Respond	Resolve	
P1 - Critical	<60 min	<1 Bus Day	<b>Examples include:</b> <ul style="list-style-type: none"> <li>Reserved for Infrastructure outages/critical systems. Examples include:</li> <li>A reduction in capacity of traffic handling capability such that a major part of the traffic load cannot be handled by the system.</li> <li>Significant loss of service in a business critical area.</li> <li>Loss of safety or emergency capability.</li> </ul>
P2 - Major	<2 Bus Hours	<2 Bus Day	<b>Examples include:</b> <ul style="list-style-type: none"> <li>Reduction in capacity handling or traffic measurement function.</li> <li>Repeated short outages greater than 2 minutes every 24 hours or continuing over longer periods.</li> <li>Degradation or loss of access for operations and maintenance functions or routine admin functions.</li> <li>Degradation of the system's ability to provide any system notification of critical or major alarms.</li> </ul>
P3 - Minor	<2 Bus Hours	<5 Bus Days	<b>Examples include:</b> <ul style="list-style-type: none"> <li>Restored SL 1 or 2 calls under observation.</li> <li>Processor restarts with no traffic impact.</li> <li>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.</li> <li>Serious impact on operations and maintenance functionality.</li> <li>Any condition that does not impact the functionality of the system or impact service to End Users.</li> </ul>
P4 - Service Request	<2 Bus Hours	<5 Bus Days	<b>Examples include:</b> <ul style="list-style-type: none"> <li>Minor change to customer environment</li> <li>Questions or How to's</li> <li>Password Resets</li> <li>Change Requests (AD Groups, Distribution Groups)</li> </ul>
Root Cause Analysis	<2 Bus Hours	<5 to 10 Bus Days	<b>Examples include:</b> <ul style="list-style-type: none"> <li>Root cause of P1 issue - Major Incident Report</li> <li>Root cause of Major incident</li> <li>High Level Synopsis of the cases from start to finish</li> <li>Support, Engineers and Product details case management</li> </ul>
Problem Tickets	<2 Bus Hours	No SLA	<b>Examples include:</b> <ul style="list-style-type: none"> <li>Bugs - Common system issues</li> <li>Patch - Release</li> <li>Emergency Change</li> <li>Security - Release</li> <li>Major Release</li> <li>Major Incidents</li> </ul>



# Terms of Service - Support cont.

## Product Support

Product Support relates to support for our branded Products or Services.

The objective of Product Support is to maintain the Products and Services and to deal with escalated issues and problems.

Product Support is provided by us.

Product Support consists of:

- Ascertaining if a problem is caused by an error in the code or some other component or in system design;
- Applying bug fixes to the code and releasing code revisions containing bug fixes together with appropriate release documentation;
- Investigating problems in Third Party products and identifying any known problems;
- Releasing patches to Technical Support teams for implementation.

## Managed Services

If we have agreed to provide you with Managed Services, then the following terms apply.

If your provider of Managed Services is a Partner of ours then these are our default terms, however you may agree alternative arrangements with them.

- You authorize us to install any remote management tools as we deem necessary for the purpose of managing our Products and Services.
- You authorize our access to your environment for the purpose of managing our Products and Services.

- Where the supply of a Product or Service requires functionality from your IT infrastructure, you are responsible for ensuring that that functionality is present.
- If you request onsite support and we believe we are capable of completing required support tasks remotely, we will treat the request as chargeable.
- The Managed Services Table set out below shows the matters and actions that are in and out of the scope of our Managed Services.
- 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 are 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.
- We make no warranty on the effectiveness of security, anti-virus and anti-malware products or services. Any remedial works for issues caused by security, virus or malware infections that were not captured by the said measures are considered out of scope of Managed Services. Where we provide you with internet security, whilst we do so with due care no system, product or service can claim to be completely secure.
- 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.
- 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.
- Included hours of Managed Services will be specified in your Order.

Scope	Out of Scope (Chargeable)
<ul style="list-style-type: none"> <li>• Monitoring of agreed Product performance parameters</li> <li>• Critical Incident management</li> <li>• Remote assistance with deployment, and configuration</li> <li>• Recommendation on set up</li> <li>• Management of warranty claims</li> </ul>	<ul style="list-style-type: none"> <li>• Onsite support</li> <li>• Network and infrastructure management and support</li> <li>• Hardware management - servers, network infrastructure and connected devices</li> </ul>



## Terms of Service - Support cont.

### Vendor Product Support

If we have agreed to provide you with 3rd party branded Products, then we may procure on your behalf support from the manufacturer or vendor of that product (“Vendor Product Support”). Where we do so then these terms apply.

You agree to adhere to guidelines, requirements and instructions from the relevant provider of Vendor Product Support (“Vendor Instructions”).

You acknowledge that any work arising for us from your non-compliance with Vendor Instructions will be chargeable by us to you.

Where Vendor Product Support is provided for a set term (for example a 3 year support contract) then at the end of the said term we are under no obligation to procure support for you and you must at that time either purchase an extension of support or cease using the relevant product.

## Terms Of Service - Online Safety Experts

Cyber Experts refers to our in-house Education and Wellbeing team, staffed with professionals in areas of online safety, child development, psychology, education, public safety and more. Some of our Products and Services provide you with access to the expertise, advice and recommendations of our Online Safety Experts.

### You acknowledge and agree that:

#### **Our online safety expert advice is Intellectual Property**

Advice provided by our Online Safety Experts is Intellectual Property and may from time to time include personal information. You agree to keep Online Safety Expert advice under the strictest confidence and not share, sell or use the advice other than as specifically permitted in your Agreement.

#### **We make no promises with respect to online safety expert advice**

Advice provided by our Online Safety Experts is provided on a reasonable endeavours basis and we are not liable for any direct or indirect loss or damage whatsoever resulting from your or any other party’s use of it (as further described in our Customer Terms). You agree to be prudent when dealing with the advice of our Online Safety Experts and in particular with respect to actions taken based on this advice.





# Terms of Service - Student Messaging

Our Services may offer the ability for End Users to communicate with school staff, parents and other users. Where we do so, in addition to terms set out in our Privacy Policy, these conditions apply.

## You acknowledge and agree that:

### We do not moderate messages

Our messaging service does not moderate content in our messaging services. We are not responsible in any way for the content submitted by the End Users. If you use our Safeguarding Services then we may capture and flag messages for escalation.

### We store messaging for the account owner

We will capture, store and share message content in accordance with our Privacy Policy and the relevant contractual terms with the relevant account holder. For example if the messaging service is provided to our school client then handling of messages is governed by that relationship and not the parent/child relationship.

# Terms of Service - Filter

Our Services include features which allow implementation of acceptable use policies for students using school devices, networks or services. These include:

- Applying web filtering for personal and school owned devices;
- Reporting on user activity including internet search, internet browsing and app usage
- Flagging internet activity considered risky or inappropriate

If you have subscribed for such features then these terms apply.

### You can configure when you want to apply filter

Our services allow configuration of when you would like filtering to apply for example you may wish to disable filtering or reporting after school hours. This may be necessary for you to ensure compliance with relevant legal restrictions or school policy. As set out in our Agreement, you are solely required to ensure you are compliant with any applicable legal or policy obligations.

### We make no promises with respect to filtering

Filtering is inherently challenging and whilst we will apply reasonable efforts, we make no promises with respect

to the proper categorization, application of filtering policy, reporting of activity, flagging of risky activity or the timeframes for delivering reports or alerts.

### Filtering relating to sensitive data

As a matter of policy sensitive data (such as relating to an individual's health, sexuality, religion & politics) is not relevant to filtering however categorization of internet activity may be adjacent to sensitive data. For example sexual content and sexuality.

### You are responsible for your personnel

You are responsible for ensuring persons with access to configure filtering rules and accessing filtering data are properly trained and supported. This includes ensuring that such personnel do not inappropriately deal with, act upon or share data or sensitive data.

### You are responsible for reporting and Sharing flagged activity

If you report or share information we provide to you then you do so at your own risk; we take no responsibility for you doing so and you indemnify us in accordance with our Agreement.



# Terms of Service - Safeguarding

Our Services include features which allow behavioural monitoring, incident management and mandatory reporting. These include:

- Monitoring features which can log keystrokes and scan devices and End User (cloud) accounts for the purpose of protecting End Users with respect to matters such as bullying, self-harm, radicalisation etc (concerns).
- Moderation services whereby we provide human review of concerns.
- Recording features whereby we support the logging of incidents and reporting to relevant parties and authorities.
- Escalation features whereby we communicate and escalate concerns to agreed parties and within agreed timeframes.
- Reporting capabilities where incidents can be properly logged for the purpose of reporting to relevant bodies.

If you have subscribed for such features then these terms apply.

## You acknowledge and agree that:

### **You can configure what Activity may be flagged**

Our services allow configuration of types of activity that may be captured and flagged for escalation. This may be necessary for you to ensure compliance with relevant legal restrictions or school policy. As set out in our Agreement, you are solely required to ensure you are compliant with any applicable legal or policy obligations in.

### **We make no promises with respect to captures, moderation or escalation**

Activity captures (eg data captured by key logging, screen captures, file scanning or cloud account scanning) is analysed by our technology and if applicable our human moderation team. If deemed applicable by us at our sole discretion our moderation team will escalate flagged activity to your designated personnel through agreed communications channels. We will apply reasonable efforts however we make no promises with respect to the capture or flagging of activity or the timeframes for moderation or escalation or the delivery of communications.

### **We will not store child sexual material**

Our captures may detect images and videos which contain child sexual material. It is our policy to not knowingly store such material or report such material to authorities. We will log case notes where such material is flagged. We will not delete such material from student devices or school services. Where possible, in the instance of cloud services, we will attempt to quarantine such material and provide restricted access to designated school personnel.

### **We do not use sensitive data**

As a matter of policy sensitive data (such as relating to an individual's health, sexuality, religion & politics) is not relevant to safeguarding however sensitive data may be captured where adjacent to flagged activity and made available to your designated personnel.

### **You are responsible for your personnel**

You are responsible for providing us with details of approved personnel to obtain flagged activity. You are responsible for ensuring such persons are properly trained and supported. This includes ensuring that such personnel do not inappropriately deal with, act upon or share data or sensitive data.

### **You are responsible for reporting and sharing flagged activity**

If you report or share information we provide to you then you do so at your own risk; we take no responsibility for you doing so.

### **We won't share concerns with parents or students unless required or have appropriate agreements in place**

Safeguarding is a service which we provide to educational institutions for whom we expect will have appropriate training to properly handle such matters. Our service is not designed to deliver alerts to lay-persons such as parents as additional interpretative guidance and contractual arrangements would likely be required. Accordingly, the sharing safeguarding concerns to parents or students is a matter for you.

### **We act on your behalf**

If you request us to escalate incidents and/or share data relating to incidents and associated students then we do so as your agent in accordance with our Agreement. You are responsible for ensuring your instructions to us are lawful and proper consent has been obtained.



# Terms of Service - Student Check-In and Engagement (Pulse)

Our Services include student and staff wellbeing features including::

- Wellbeing check-ins
- Wellbeing & engagement surveys
- Sharing of gratitude between students and other students, and students and staff
- Help seeking pathways within the school or from third party crisis intervention services
- Reporting & insights

If you have subscribed for such features then these terms apply. In these terms the term “participant” refers to an End User (such as a student or teacher) making a submission or otherwise interacting with these services.

## You acknowledge and agree that:

### **Check ins and surveys are voluntary**

Participants in check-ins and surveys do so voluntarily and our ability to interpret insights or suggestion actions is dependent on their input and disclosures.

### **You are responsible for your personnel**

You are responsible for providing us with details of approved personnel to provide wellbeing support to participants . It is up to you to ensure that these personnel are given the right level of permissions to view help requests. You are responsible for ensuring such persons are properly trained and supported. This includes ensuring that such personnel do not inappropriately deal with, act upon or share data or sensitive data.

### **You are responsible for responding to requests for help**

Participants can use Pulse to request help from a staff member at your school. We will notify the staff member of the request. It is the responsibility of that staff member or another responsible person to follow up with the participant.

### **We share identified responses to the Wellbeing Check-in but not other responses**

When a participant responds to the Wellbeing Check-in, we will disclose their identity and their response to your designated staff members. By default, all other student interaction with Pulse is de-identified. We will not share identified responses to the survey questions unless required by law.

### **Participants can be opted-out**

You can support the opt-out of a participant by excluding them through your SIS integration or by unenrolling them from Pulse manually in our administrative tools.



# Terms of Service - PD360

Our Services include a Professional Development Platform for school staff. This includes:

- 360 Degree Feedback Surveys and Reports
- Goal Setting module
- Growth and reflection module
- Learning Resources

If you have subscribed for such features then these terms apply.

**You acknowledge and agree that:**

**Adherence to timelines is critical**

The PD360 professional development process operates within defined timeframes. These must be adhered to. We recommend the appointment of a designated coordinator who is made responsible for completing the responsibilities outlined in our Coordinator Handbook.

**You are limited to 4 Cycles per year**

A Cycle of the PD360 Process begins when you provide participant details and agree a schedule. You are permitted to run a maximum of 4 Cycles per year. A participant will be considered to have successfully completed a Cycle when they have collected feedback from at least one student and observer, attended the goal-setting workshop and submitted a S.M.A.R.T. goal.

**360 Degree feedback summary reports are private**

By default, we only provide the feedback summary report with the participants privately. If your school wishes to have access to the feedback summaries, you may seek participant consent to share their summary reports during the annual onboarding process.

# Terms of Service - Community

Our products permit schools and parents / guardians to collaborate in online safety with features which may include:

- Schools creating accounts or inviting parents to create accounts for parents/guardians
- Schools and parent/guardians sharing data
- Schools and parent/guardians sharing policy control of devices

We call these features Community.

If you have subscribed for such features then these terms apply.

**You acknowledge and agree that:**

**We rely on the parent & student information you provide**

Our Community service allows parents to **connect** their parental control accounts with our school services. To do this we check that the parents' contact details are verified as owned by them. We also cross check these details with the student record provided by you. Student records can be uploaded by you into our systems or you can permit our systems to sync with your student information systems. Either way we rely on the data you provide to connect accounts and share visibility & control with parents.

IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THE STUDENT RECORDS ARE ACCURATE.



# Terms of Service - Community cont.

## **You can permit limited sharing of student data to parents**

Our services allow you to involve parents in your online safety programs through Community. If you enable Community then if parents can verify ownership of a contact method stored in your information systems they can connect their Qustodio account to the student account. Once 'connected' parents have access to summary data on student activity as follows:

- Includes allowed categories of internet content when school policy is applying
- Excludes blocked categories, internet searches or access to videos or location data

If you don't want to provide this access to parents then you should not enable / disable the Community feature. If you enable Community then you do so at your own risk; we take no responsibility for you doing so and you indemnify us in accordance with our Agreement.

## **Parents can choose to not Connect accounts**

Parent Qustodio accounts are not automatically linked to student accounts.. Connection of accounts must be accepted and may be removed by the parent or the school.

## **We provide parents with access to online safety expert advice**

The Qustodio App enables parents to access advice from our Online Safety Experts. If you have subscribed to our Online Safety Hub then this is the same advice resident in the Hubs.

## **We will not use school data to market to students or parents**

We will not use school data such as parent contact or student details to market to parents or students whatsoever. Any referral of parents to our Services, such as Qustodio , is at your sole discretion.

## **Parents in your community have access a free version of Qustodio**

Subject to your Customer Order we will offer parents in your school community access to a limited free version of Qustodio. The features of this offering may change from time to time.

When installing Qustodio, parents must accept their terms and conditions related to the Qustodio Service. This includes matters relating to communications and privacy. Parents, with a Qustodio Service, may at their sole discretion upgrade to a paid version of Qustodio in accordance with Qustodio's standard terms and conditions.



# Terms of Service - Online Education

Online Education refers to online courses provided by our in-house Online Safety Experts, staffed with professions in their areas of online safety, child development, psychology, education and public safety.

## You acknowledge and agree that:

**Our online safety expert advice is our Intellectual Property**  
Content and advice provided by our Online Safety Experts is Intellectual Property. You agree to keep such content under the strictest confidence and not share, sell or use the advice other than as specifically permitted in your Customer Agreement.

**We make no promises with respect to online safety expert advice**  
Content and advice provided by our Cyber Experts is provided on a reasonable endeavours basis and we are not liable for any direct or indirect loss or damage whatsoever resulting from your or any other party's use of it (as further described in our Customer Terms). You agree to be prudent when dealing with the advice of our Online Safety Experts and in particular with respect to actions taken based on this advice.

**We make a number of authentication methods available**  
When providing online education modules we create individual accounts for each registered student in our learning management system. This is so we can provide individual insights back to the student and you.

We have a number of different authentication (or sign-in) methods to cater for creating these accounts and ensuring practical methods are available for students, of all developmental levels.

When you subscribe to our Online Education Service you will choose an authentication method and accept the associated acknowledgements from those set out below.

Authentication Method	Out of Scope (Chargeable)
<p><b>Student ID and Generic Password</b> Under this method students are created with their school ID/email addresses as their username and are provided a generic password. This may be unique to the school or class or other grouping.</p>	<p>You acknowledge that this method is designed to simply sign in by students and is open to students or others signing-in to other's accounts. While we endeavour to limit the personal information available in our learning management systems we take no responsibility for any compromise of student information.</p>
<p><b>Student ID and Generic Code</b> Under this method students are created with their school ID/email addresses as their username and a password is generated by us for them using a mixture of their name and a code eg johnONA22.</p>	<p>You acknowledge that this method is designed to simply sign in by students and is open to students or others signing-in to other's accounts. While we endeavour to limit the personal information available in our learning management systems we take no responsibility for any compromise of student information.</p>
<p><b>Student ID and SSO</b> Under this method we use the institution's Single-Sign-On services to sign-in students to their learning system account.</p>	<p>You acknowledge that we take no responsibility for the third party single sign on services. While we endeavour to limit the personal information available in our learning management systems we take no responsibility for any compromise of student information.</p>



# Terms of Service - Special Support for Schools

We may provide free offers to you from time to time in times of need. We call these "Special Support".

When we do so, subject to the Customer Order and the Customer Terms, the following terms also apply. These terms are intended to ensure we can provide a quality service.

## You acknowledge and agree that:

### **Special Support is not forever**

We reserve the right at any time and without notice to impose restrictions on the provision of Special Support, including which clients can take-up offers and usage limits. We reserve the right at any time but with 60 days' notice to cease providing the Special Support to you.

### **Special Support is provided on a as-is basis**

Products and Services supplied under Special Support are provided on an as-is basis. We cannot promise to comply with our standard terms of Support.

### **Special Support is provided with reasonable use limits**

Products and Services supplied under Special Support are subject to our reasonable use policy. Under this policy we reserve the right to limit access to the Special Support. Our standard limits are 500 students and 50 classes per school and 5,000 students and 250 classes per school group. We may exercise discretion in applying our limits and may need to change these limits at any time.

# Terms of Service - Data Access & Removal

In accordance with our Privacy Policy you have rights to request the data of yours that we hold and you may request its removal.

## You acknowledge and agree that:

### **You must make a formal request**

So we can properly deliver on your request please email our privacy team at [privacy@qoria.com](mailto:privacy@qoria.com).

### **We will take reasonable steps**

We will take reasonable steps to act on your request in terms of response times and what can be or should be accessed or removed.

If, in our reasonable opinion, the data that is the subject of your request is not yours or not personally identifiable then we need not act on your request to that extent. We will communicate this to you.

### **Your data may be retained temporarily in secure backups**

To ensure continuity of our Services and as permitted by data protection laws globally your data may be stored in secure backups. These backups are typically stored by use for no more than 30 days at which time your backed-up data will be purged.



# Terms of Service - Third Party Products

If you have ordered Third Party Products through us or if our Products incorporate named Third Party Products then these terms apply.

## **You acknowledge and agree that:**

### **Price increases**

If you have ordered Third Party Products through us then unless otherwise specified in the Customer Order, you will be responsible for paying the cost of any price increases which we pass on to you. We will use our best efforts to mitigate these changes and provide you with prior notice.

### **Cost increases**

If our Products incorporate named Third Party Products and these costs of these increase then we may need to pass on some or all of these to you. We will do so as Service Changes in accordance with the Customer Agreement which requires notice and offers you options to terminate in certain circumstances.

### **Service changes**

If our Products incorporate named Third Party Products then we may switch these out or modify them. We will do so as Service Changes in accordance with the Customer Agreement which requires notice and offers you options to terminate in certain circumstances.





## Contact

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