Additional Product Terms

Effective Date: 5th of March 2026

Version 1.1

THESE FAMLY ADDITIONAL PRODUCT TERMS ("ADDITIONAL PRODUCT TERMS") DESCRIBE THE SPECIFIC TERMS THAT APPLY TO CERTAIN FAMLY SERVICES OR FEATURES OFFERED BY FAMLY (EACH, AN "ADDITIONAL PRODUCT"). BY USING AN ADDITIONAL PRODUCT, YOU, AS AN AUTHORISED REPRESENTATIVE OF THE CUSTOMER, AGREE THAT THE APPLICABLE ADDITIONAL PRODUCT TERMS GOVERN THE CUSTOMER'S USE OF THAT ADDITIONAL PRODUCT. THESE ADDITIONAL PRODUCT TERMS ARE INCORPORATED INTO, AND FORM A PART OF, THE FAMLY TERMS AND CONDITIONS (THE "AGREEMENT") BETWEEN FAMLY AND THE ENTITY THAT ENTERED INTO THE AGREEMENT ("CUSTOMER") WITH FAMLY.

In the event of a conflict with the Agreement and the Additional Product Terms, the Additional Product Terms will control, to the extent of the conflict. A violation of these Additional Product Terms is a violation of the Agreement. Capitalised terms not defined herein have the meaning given to them in the Agreement.

These English language Additional Product Terms are the binding and controlling version of the Additional Product Terms, taking precedence over and controlling any version of the Additional Product Terms in any other language, whatsoever.

AI Products/Features

Famly offers its customers AI products/features that are powered by large language models (LLM) provided by third-party AI companies ("Third Party LLM Provider") and/or Famly's proprietary machine learning ("AI Products"). Use of the products/features listed below is governed by the AI Product Terms set out below. Famly reserves the right to update the list of AI Products from time to time.

AI Products
- Sidekick Writing Assistant ("Sidekick"): Sidekick is an AI-powered feature on the Famly Platform designed to support and enhance written communication. It assists Staff Users in drafting, reviewing, and refining content for communicational purposes, including but not limited to interactions with Family Users and the creation of other written materials.
- Live Translation: Live Translation is an AI-powered feature on the Famly platform that enables Staff Users and Family Users to translate and communicate in multiple languages.

AI Product Terms

1. Data Protection
    1.1. When using Sidekick, OpenAI acts as a sub-processor of any personal data submitted and provided as an input to Sidekick.
        1.1.1. By using Sidekick, you approve the appointment of OpenAI as a sub-processor, as outlined in Section 6 of the [Famly Data Processing Agreement](#).
        1.1.2. **Under no circumstances is the Customer, or its Staff Users, allowed to insert sensitive personal data in inputs submitted to Sidekick**. The Customer is responsible for ensuring its compliance and making all Staff Users aware of this obligation.
        1.1.3. Personal data submitted and provided as input to Sidekick will be processed by OpenAI in the United States.
        1.1.4. Further information on processing and retention can be found in the [Famly Data Processing Agreement](#).
    1.2. When using Live Translation, Google Cloud EMEA Limited ("*Google EMEA*") acts as a sub-processor of any personal data translated by Live Translation.
        1.2.1. By having the Live Translation feature enabled, the Customer approves the appointment of Google EMEA as an authorised sub-processor, as outlined in Section 6 of the [Famly Data Processing Agreement](#).
        1.2.2. Google EMEA processes any personal data translated by Live Translate in the EU region.
        1.2.3. Further information on processing and retention can be found in the [Famly Data Processing Agreement](#).

2. Input and Output
    2.1. All texts, information, and data, including personal data, submitted to the AI Products by the Customer or otherwise retrieved within the Famly Platform ("Input") and results generated by the AI Products based on the Input ("Output") are deemed Customer Data under the Agreement and subject to the rights, restrictions, and obligations applicable thereto.
    2.2. When using Sidekick, the AI feature may process relevant content previously made available within the Famly Platform for the purpose of generating suggested Output.
        2.2.1. When the Customer uses Sidekick to draft or generate observations or assessments, Sidekick may retrieve and process relevant content from the Customer's previous observations and/or assessments relating to the child, but only to the extent such content is contained in the observation or assessment text field. Any information included by the Customer or its Staff Users in such text fields may be processed by OpenAI in order to generate an Output.
        2.2.2. When the Customer uses Sidekick for quick reply suggestions while writing messages, Sidekick may process previous messages and any information included in such messages to generate an Output.
        2.2.3. Where the Customer enables and uses voice input functionality in connection with Sidekick, any audio and/or speech content provided by

the Staff User will be processed as Input for the purpose of generating an Output.

2.3. The Customer must use the AI Products responsibly and remains solely responsible for all data and information included in any Inputs submitted to the AI Products, including ensuring that such Inputs comply with all applicable laws.

2.4. Due to the nature of machine learning, Output may not be unique across users, and AI Products may generate the same or similar output. Responses that are requested by and generated for other users are not considered the Customer's Output. The Customer acknowledges that it has no right, title, or interests in such third-party results.

2.5. The Customer permits Famly, Third Party LLM Providers, and other relevant sub-processors to use Inputs and Outputs as necessary to provide the AI Products.

2.6. Neither Inputs nor Outputs will be shared publicly by Famly, nor by any Third Party LLM Provider.

2.7. Inputs and Outputs are not shared with any third party except as permitted by the [Famly Data Processing Agreement](#).

2.8. Third Party LLM Providers will not use the Input or the Output for its own purposes to develop, improve or train their AI models and/or machine learning.

2.9. Famly,, may, subject to strict access controls, review how Sidekick is used to improve the instructions (prompts) Famly gives for the purpose of improving the quality of Sidekick responses. This review is limited to product improvement and quality assurance, Inputs and Outputs are not used to train or fine-tune any underlying AI or machine learning models.

3. Accuracy

3.1. Artificial intelligence and machine learning are rapidly evolving fields of study. Use of the AI Products may, in some situations, result in incorrect Output that does not accurately reflect real people, places, or facts.

3.2. The Customer is responsible for evaluating the accuracy of Output generated by the AI Products as appropriate for its use case by using humans to review all Output generated by the AI Products. Famly makes no representations or warranties and provides no indemnities with respect to Outputs.

4. Rights to Use

4.1. The Customer permits Third Party LLM Provider to use Inputs and Outputs or other information entered into the Famly Platform and submitted to an AI Product as necessary to provide and maintain the AI Product, comply with applicable Laws, and enforce its respective policies. Notwithstanding the foregoing, Famly contractually restricts Third Party LLM Provider from using Customer Data for training or otherwise improving Third Party LLM Provider's services for general use.

5. Restriction on Use

5.1. In addition to any general obligations and restrictions applicable to the Customer's use of the Famly Platform under the Agreement, the Customer represents and warrants that:

a) the Customer's use of the AI Products will not breach or violate the Third Party LLM Providers' policies, available here:

i) For OpenAI: Usage Policies (located at: https://openai.com/policies/usage-policies) and Sharing and Publication Policy (located at: https://openai.com/policies/sharing-publication-policy)

b) the Customer will not, nor permit others, to: (i) use the AI Products to develop any models that compete with Famly or Third Party LLMs or (ii) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of AI Products (except to the extent such restrictions are contrary to applicable law); (iii) use any method to extract data from AI Products, including web scraping, web harvesting, or web data extraction; (iv) represent that Output was human-generated when it is not; (v) attempt to bypass or circumvent any limitations on access or use of AI Products.

5.2. The Customer is fully responsible for the use of AI Products by any Authorised Users as if performed by the Customer.

6. Usage Limits and Availability

6.1. The Customer agrees to comply with any rate limits imposed by Famly. Famly reserves the right to monitor and potentially restrict or suspend the Customer's usage of AI Products if Famly deems that such usage could compromise the security, functionality, or overall integrity of the services.

6.2. No service level agreement with Famly applies to AI Products.

7. Feedback

7.1. Famly can use any feedback provided by the Customer in accordance with the Agreement. Feedback may include personal data forming part of Input and/or Output and is retained by Famly for 30 days.

8. Term and termination

8.1. The Customer may terminate this AI Products Section of the Additional Product Terms at any time for any reason by opting out of the relevant AI Product.

8.2. Famly may terminate this AI Products Section of the Terms and/or discontinue offering the AI Product services at any time for any reason, without liability to the Customer, by providing a 14-day notice.

8.3. For the avoidance of doubt, no refund will be offered on any paid-out fees.

In-App Payments

Famly's In-App Payments feature is a payments solution that allows Customers to collect, report, and manage their payments within the Famly platform.

1. Definitions
   - "**Activity**" means any actions submitted by the Customer or by Famly on the Customer's behalf using the Payment Processing Feature Services, including the communication of information about Transactions (including charges) and refunds, adjustments, the handling of disputes (including chargebacks), and Connected Account Data;
   - "**Connected Account**" means Famly's Customer using the Payment Processing Feature Services available through the Famly Platform;
   - "**Connected Account Data**" means data about the Connected Account, the Activity and Transactions, which may include personal data;
   - "**Famly Terms and Conditions**" means the standard terms and conditions applicable to the Customer, such as https://www.famly.co/terms/terms-conditions, https://www.famly.co/us/terms/terms-conditions , https://www.famly.co/da/terms/famly-betingelser, or other terms specifically agreed between the parties (if applicable);
   - "**Payment Processing Feature**" / "**Payment Processing Feature Services**" means the in-app payment functionality integrated into the Famly Platform that enables Customers to collect, display, report, and manage payments from their end-users. The Payment Processing Feature Services utilise Stripe's payment processing technology, which is provided directly by Stripe pursuant to a separate agreement with Stripe;
   - "**Payout Account**" means the Customer's Stripe account, which holds the balance of funds paid to the Customer from its end-users (its own customers) and will be automatically transferred to the Customer's bank account;
   - "**Transactions**" means a payment method transaction request initiated via the Stripe technology through which Stripe is directed to capture funds for or from a payer's associated account with respect to a payment from an end-user to the Customer, and includes the authorisation, settlement, and if applicable, disputes, refunds, and reversals with respect to that payment method transaction request;
   - "**Stripe**" means the Stripe entity processing the data of the Customer and end-users (its own customers). It is generally Stripe Payments Europe Ltd., unless the Customer is located in the United States. If the Customer is located in the United States, it is Stripe Inc.
   - "**Stripe Terms**" means all of the terms of service and policies that apply to the use of Stripe services, including Stripe's Connected Account Agreement, privacy policy, data processing agreement, and any other relevant agreements, terms, or policies applicable to the Customers' use of Stripe services.

2. Scope of the Payment Processing Feature Services
   2.1. These In-App Payment terms, forming part of the Famly Additional Product Terms (referred to as the "Payment Processing Feature Agreement"), apply if the Customer uses the Payment Processing Feature Services.

2.2.   The Customer acknowledges that by using the Payment Processing Feature Services, the Customer accepts this Payment Processing Feature Agreement and the Customer agrees to be bound by the Stripe Terms, including [Stripe's Connected Account Agreement](#) and any other terms applicable between the Customer and Stripe.

2.3.   The Payment Processing Feature Services are payment processing services which allow the Customer to offer its end-users (parents, guardians etc, i.e. its own customers) to make payments for services or goods within the Famly Platform by using debit cards, credit cards or direct debit setups, and the services allow the Customer to receive such payments and reconcile its accounts automatically.

2.4.   Famly may offer the Customer physical cards as part of the Payment Processing Feature Services at the cost of additional fees.

2.5.   The Customer acknowledges that in order for Famly to provide the Payment Processing Feature Services, Famly requires and will have access to the Customer's Stripe Connected Account dashboard as described in clause 3.5 below. By using the Payment Processing Feature Services, the Customer expressly grants Famly such access.

3.   Payment Processing

   3.1.   *Merchant of record*.

      3.1.1.   Card payments: When end-users make a payment with a card, the Customer is the merchant of record for the actual payment transaction. The end-user authorises payments to the Customer for the Customer's services. The Customer's name appears on the cardholder's statements for payment charges. Famly provides the platform infrastructure that facilitates these payments.

      3.1.2.   Payments via a direct debit setup (BACS, ACH, SEPA or ACSS (Canada)): When end-users make a payment via a direct debit setup, Famly acts as the merchant of record for processing the transaction on the Customer's behalf. End-users authorise Famly to collect payments on the Customer's behalf. The Customer acknowledges that the business name "Famly" appears on bank statements.

      3.1.3.   Setting up a payment method: When a payment method is set up, Famly is the merchant of record.

   3.2.   *Flow of payment data*. Famly enables a technical connection between the Famly Platform and Stripe's payment services. Famly provides the payment interface, but payment card details and bank account information entered flow directly to Stripe and are not stored on the Famly Platform. Once a payment has been made or a payment method saved, Famly receives transaction metadata (e.g. transaction results, last 4 card digits of cards and bank accounts) from Stripe to display relevant payment information within the Famly Platform.

   3.3.   *Stripe processes transactions*. Stripe receives payment data directly, processes transactions, provides fraud detection services on Famly's behalf and sends Famly transaction metadata.

3.4. *Customer's Connected Account.* Famly deposits funds collected (minus any applicable fees and deductions) from the Customer's end-users into the Customer's Connected Account.

3.5. *Dashboard access.* Famly has access to the Customers Connected Account dashboard, where transactions are stored, to provide technical support, assist with investigation and resolution of payment-related issues and enable in-platform reporting features.

4. Famly's Role and Responsibilities

4.1. Famly is responsible for providing the payment processing integration, including payment interface, transaction display and reporting, payment method management, features for managing payments, and handling dispute and refunds.

4.2. Famly has access to the Customer's Connected Account dashboard, where Famly can see transactions, to provide support, and in-platform reporting.

5. Representations and warranty; Customer Responsibilities

5.1. The Customer confirms, represents, and warrants that all of the information that is provided by it to Famly directly or through the Famly Platform is accurate and complete, and that the Customer representative is authorised to agree to this Payment Processing Feature Agreement.

5.2. The Payment Processing Feature is intended to help Customers collect payments from their own customers. The Customer remains responsible for:

5.2.1. Its relationship with its own customers (i.e. end-users/parents) and acknowledges that it has a direct service relationship with its own customers;

5.2.2. Creating and enforcing its own terms and conditions for the services provided to its customers;

5.2.3. Providing the services to its own customers;

5.2.4. Assisting Famly with handling of refunds, complaints and disputes, and providing notifications.

5.3. The Customer is responsible for ensuring that its terms and privacy policy applicable to their own customers disclose that: (i) the Customer uses Stripe services via the Famly platform to collect payments; (ii) the Customer is the merchant of record for card payments and that Famly is merchant of record for other payment methods, including storing the payment method; (iii) the respective merchant name appears on statements; (iv) the respective merchant can be reached for payment processing related support and (v) that both Famly and Stripe may process their personal data and link to the [Famly's Privacy Policy](#) and [Stripe's Privacy Policy](#).

5.3.1. The Customer may use the following disclosure language:

"Payments for our services are processed through Famly's payment platform, which uses Stripe as the payment service provider. When you add a payment method, you authorise Famly to securely store your payment details. When payments are made, the merchant of record differs by payment type: for card payments, [Customer name] is the

merchant of record and our name appears on your card statement; for direct debit/bank transfers, Famly is the merchant of record and "Famly" appears on your bank statement. For payment processing related support, please contact the respective merchant of record. When you enter payment details, they are transmitted directly to Stripe's secure servers. Stripe may collect personal data, including transactional data, identifying information about devices that connect to its services, and data via cookies and similar technologies. Stripe uses this information to operate and improve payment services, including for fraud prevention, authentication, and analytics. We receive transaction information (amounts, dates, payment status) to manage our relationship with you. You can learn more about how your payment data is processed in Famly's Privacy Policy (https://www.famly.co/terms/privacy-policy) and Stripe's Privacy Policy (https://stripe.com/privacy)."

This language is illustrative only and not legal advice. The Customer is responsible for obtaining legal advice prior to using the illustrative language.

5.4.   The Customer is financially liable to Famly for the full amount of all disputes (including chargebacks and any fees related to disputes), refunds, fees related to failed payments, any network cost-related fees imposed by financial services intermediaries and fines that arise from its use of the Payment Processing Feature Services. Famly is entitled to deduct and/or collect the funds as set out in section 8 below.

6.   Processing of Connected Account Data and other personal data
    6.1.   Data controller roles
        6.1.1.   Family and the Customer are independent data controllers with distinct purposes for processing payment data.
        6.1.2.   Family is the data controller for payment method setup, direct debit payment collection, payment platform infrastructure and transmitting payment transaction data to Stripe (including payer identification necessary for transaction processing), fraud prevention, display of payment information within the Platform and information submitted to Family for transmission to Stripe for support-related purposes.
        6.1.3.   The Customer is the data controller for card payment transactions (as merchant of record) and business use of transaction data from the Platform (accounting, invoicing, reconciliation, tax reporting, customer management etc.).
        6.1.4.   Where Family is the controller, Stripe processes data under a data processing agreement, which is in place between Family and Stripe. Where the Customer is the controller for card payments, Stripe's data processing terms with the Customer apply. Where the Customer uses transaction data for business purposes, the Customer is an independent controller and Stripe terms do not apply.
    6.2.   Scope of processing

6.2.1. To provide the Customer with the Payment Processing Feature Services, Famly may access and process:

6.2.1.1. Personal data (name, email, address) from the payer's profile on the Famly Platform to identify the payer that is shared with Stripe in order to enable Stripe to perform the requested payment transaction;

6.2.1.2. Limited payment card metadata received from Stripe (payment amount, date, status, last 4 digits of card number, bank account number, expiration date, payment method, future payment set up, card declines information) to display transaction information within the Famly Platform.

6.2.2. For the avoidance of doubt, full payment card details (complete card numbers, CVV) and full bank account information are not accessible to Famly.

6.3. The Customer acknowledges that Famly's Privacy Policy applies to Famly's processing as a data controller as set out above.

7. Fraud detection

7.1. Famly utilises Stripe fraud detection services (Stripe Radar and Identity Services) to help detect and investigate whether the Customer's Connected Accounts may be engaging in actual or potential fraudulent behaviour.

7.2. Stripe Radar uses automated analysis of transactional data, device information, payment patterns and behavioural signals to assess fraud risks. Where Famly makes a decision that materially affects the Customer's use of the Payment Processing Feature Services based in whole or in part on automated fraud detection analysis, Famly will provide the Customer with the opportunity to seek human review of that decision.

7.3. Stripe's Identity Services may require the Customer to share sensitive personal data. Further information on personal data processed in relation to fraud detection and identity verification can be found in Famly's Privacy Policy and Stripe's Privacy Policy.

8. Fees and Customer Payout Account

8.1. The Customer must pay a fee per usage for the Payment Processing Feature Services as per the pricing set out in the Famly Platform or as otherwise disclosed. The fees are automatically deducted before the funds are paid out to the Customer's Payout Account. On a monthly basis, the Customer receives an invoice/overview of total fees paid in the previous month, together with the total amounts the Customer charged its own customers.

8.2. Famly may, at its sole discretion and at any time, change the fees for the Payment Processing Feature Services, provided a written notification (including e-mails) is sent to the Customer no later than 1 month prior to the new pricing taking effect.

8.3. Famly has the right to deduct from the Customer's Payout Account:

a) funds equivalent to refunds made to end-users (the Customer's customer) or chargebacks when the Customer has lost or fails, for whatever reason, to properly lodge a dispute;

b) fees charged by Stripe to Famly when the end-user (the Customer's customer) has disputed a payment or such a payment has failed;

c) fees owed to Famly for the use of the Famly Platform services, provided that Famly has given a late payment notification as per the Famly Terms and Conditions.

8.4. In the event of a negative balance on the Customer Payout Account, rendering it impossible to deduct funds as per clause 8.3 a) and b), Famly will seek alternative ways to collect the funds.

9. Termination

9.1. The term of this Payment Processing Feature Agreement will begin when the Customer enables the Payment Processing Feature Services on the Famly Platform and will end when terminated by either the Customer or by Famly, as described in this section 9.

9.2. The Customer may terminate this Payment Processing Feature Agreement at any time by disabling the Payment Processing Feature Services in the Famly Platform. For the avoidance of doubt, the Payment Processing Feature Services cannot be disabled while the Customer has any ongoing transactions. If the customer experiences problems with disabling the services, the Customer can reach out to Famly's support team at support@famly.co. Should the Customer decide to enable the Payment Processing Feature Services again, it must accept this Payment Processing Feature Agreement again and complete the onboarding process again.

9.3. Famly may terminate this Payment Processing Feature Agreement as per its termination rights under the Famly Terms and Conditions. Famly may furthermore terminate this Payment Processing Feature Agreement if the Customer is the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceedings, or if Famly determines that the Customer is engaged in activity that is deceptive, abusive, or otherwise fails to comply with applicable law, or causes a significant risk of reputational harm to Famly.

9.4. Termination of this Payment Processing Feature Agreement does not trigger termination of the Famly Terms and Conditions in regard to the Famly Platform services and any other additional services. However, termination of the Famly Platform services, subject to the Famly Terms and Conditions, will cause this Payment Processing Feature Agreement to automatically terminate.

10. Disclaimer of Warranties; Limitations on Famly's Liability

10.1. To the maximum extent permitted by law, except as expressly provided in this Payment Processing Feature Agreement, the Payment Processing Feature Services are provided on an "as is", "as available" basis, without any warranties, express, implied, or statutory. Provisions on disclaimer of warranties set out in the Famly Terms and Conditions apply to the Payment Processing Feature Services.

10.2. Section on *Liability and Limitation of Liabilities* set out in the Famly Terms and Conditions applies to this Payment Processing Feature Agreement unless otherwise stated in this Payment Processing Feature Agreement.

10.3. Famly is not responsible for, and disclaims all liability arising from or relating to (i) the Customer's obligations to its end-users (its own customers), including to properly describe and deliver the goods or services being sold to its end-users (its own customers), (ii) the Customer's compliance with applicable laws and obligations related to its provision of the services or goods to its end-user (its own customers), or (iii) providing customer service, notification, receipts, handling of refunds, consumer complaints, register the Customer's legal entity or other actions not related to the Payment Processing Feature Services.

10.4. Famly is not liable for any lost profits, or any indirect, punitive, incidental, special, consequential, or exemplary damages arising out of, in connection with or relating to the Payment Processing Feature Services, including the use of, inability to use, or unavailability of the Payment Processing Feature Services.

10.5. Without limiting the above provisions in this section 10, Famly's cumulative liability to the Customer in connection with the Payment Processing Feature Services will be limited to direct damages and subject to the liability cap in the Famly Terms and Conditions.

11. Indemnity

11.1. The Customer agrees to defend, indemnify and hold harmless Famly from and against any claim, suit, demand, loss, liability, damage, action or proceedings arising out of or relating to (i) any disputes between the Customer and its end-users (its own customers) or (ii) the Customer's use of the Payment Processing Feature Services in a manner that is illegal or inconsistent with this Payment Processing Feature Agreement, or (iii) the Customer's failure to properly describe or deliver services or goods, or comply with its legal or contractual obligations to its end-user (its own customers).

12. Unauthorised Activity

12.1. The Customer shall not engage in any fraudulent, unlawful, deceptive or abusive activity. Any such activity can lead to termination of the Payment Processing Feature Services.

12.2. The Customer shall not violate this Payment Processing Feature Agreement, the Stripe Terms, the [Stripe Restricted Business List](), or Stripe's Underwriting Policies.

13. Notice Obligations

13.1. Famly may be responsible for promptly informing the Customer of updated Stripe Terms if communicated and instructed by Stripe.

13.2. Stripe may have an obligation to provide certain notices of forms, such as tax invoices, to Connected Accounts. The Customer authorises Famly to receive such notices on its behalf, provided that Famly promptly makes such notices and forms available to its Customers (the Connected Accounts in question) in a manner consistent with applicable law.

14. Relationship to Other Agreement
    14.1. Nothing in this Payment Processing Feature Agreement alters the Famly Terms and Conditions.

Activity Library

The Activity Library is a feature on the Famly Platform that allows educators to view and submit early years activities. Educators can either keep their activities private or share them with other early years settings who are also customers of Famly.

1. Definitions
   - "Activity Library" means an area in the Platform where all Activities can be found, both Private Activities and Public Activities;
   - "Activity" or "Activities" refers to a learning or development activity created and made available on the Platform that usually includes a description of how to do the activity, a list of the required materials and potentially images;
   - "Platform" has the meaning set out in the Famly Terms and Conditions;
   - "Private Activity" refers to an Activity that is only available to the customer who created the Activity or the group the customer belongs to (i.e. the organisation);
   - "Public Activity" refers to an Activity that is shared in the Activity Library with all other customers using the Platform in the same country or region as the customer who created the Activity.

2. Customer Obligations
   2.1. When creating Activities on the Platform, the Customer must:
       2.1.1. ensure that it has obtained prior permissions from all parties involved to be able to use the pictures, videos, or any other type of content that they upload. Including, but not limited to, parental consent if pictures include children with identifiable features and permission to use material subject to copyright or other proprietary right;
       2.1.2. use a respectful tone and do not use profanities when writing and publishing Activities;
       2.1.3. ensure that no language or content is used that devalues or discriminates against any person or group with respect to religion, ethnicity, nationality, race, colour, ancestry, gender or other identity factors, and;
       2.1.4. apply with all applicable laws, including but not limited to the applicable data protection laws and laws on intellectual property.
   2.2. Famly reserves the right to amend and/or remove the content of the Activity if the Customer fails to comply with the above.

3. Property Rights

3.1. *Private Activities*. The Customer has ownership of Private Activities it creates and can share it internally within the Customer's setting or group. The Private Activity can be deleted at any time after publishing, and thus removed from the Activity Library.

3.2. *Public Activities*. If the Customer creates and uploads a Public Activity, it grants Famly an unlimited, sub-licensable, royalty-free license to host, distribute, use, modify, run, copy, publicly display, translate, and create derivative works of that Public Activity. The Customer acknowledges and agrees that Famly may allow other customers of Famly to use the Public Activities in accordance with these terms. Once a Public Activity has been published, it cannot be deleted from other customers of Famly who have started using that Public Activity. The Customer can only remove the Activity from its own Activity Library. Therefore, it is very important that the Customer obtains the applicable permission and consents from all the participating parties before uploading and publishing a Public Activity.

4. Usage of Public Activities

4.1. The Customer is granted a royalty-free license to use, publish, copy or distribute Public Activities made available to it in the Activity Library in connection with the operation of the Customer setting or group. Public Activities may only be used and shared outside the Platform if a credit is given to both the author of the Public Activity and Famly. Credit must be given in the following format:
Activity Credit [Name of author] & famly.co

4.2. In all cases, credit attributions should be of such colour, size, and prominence so as to be clearly and easily readable by the unaided eye.

5. Support

5.1. Reporting of bugs and operational issues can be addressed to the Famly Customer Support.

5.2. Support is available as per the Famly Terms and Conditions

5.3. Further information around the Activity Library can be found on the [Famly Help Center](#).

6. Liability and Responsibility

6.1. Famly is not responsible or liable for any Activities that are created and/or uploaded by the Customer, including but not limited to any text, videos, or images uploaded. The Customer is solely responsible and liable for any and all Activities created and/or uploaded.

SMS Notifications to Parents

SMS Notifications to Parents (the *"SMS Notification Service"*) allow Famly Customers to send priority messages, such as notifications in case of emergency, urgent messages to parents, or important newsfeed posts (collectively *"Communications"*), by SMS message to parents.

1. Definitions
   - *"Twilio"* shall mean Twilio Ireland Limited, a corporation organised and existing according to the laws of Ireland, and all affiliates thereof.

2. Data Protection
   2.1. When using the SMS Notification Service, Twilio acts as a sub-processor of any personal data submitted and sent using the "send as SMS" option.
      2.1.1. Once the SMS Notification Service is enabled, Twilio is an approved sub-processor, as outlined in Section 6 of the [Famly Data Processing Agreement](#).
      2.1.2. The Customer is required to seek consent from Parents prior to using the SMS Notification Service.
      2.1.3. Personal data sent using the SMS Notification Service will be processed by Twilio in the United States.
      2.1.4. Twilio is subject to Binding Corporate Rules approved by an EU Data Protection Authority. This means that they have to follow the GDPR with respect to third-party customer data globally.
      2.1.5. Further information on processing and retention can be found in the [Famly Data Processing Agreement](#).

3. Customer Obligations
   3.1. The Customer is required to obtain the consent of the Parents to process the Data prior to using the SMS Notification Service. The service is deemed to be used once the Customer checks the "Send as SMS" box next to any place against which it appears on the Famly Platform.

4. Indemnification
   4.1. To the fullest extent permissible by law, the Customer shall indemnify Famly, its affiliates, directors, owners, officers agents, employees and assigns against any damages, including but not limited to fines, penalties, damages awarded whether against tort, contract or any other theory of damages, fees (including reasonable attorney's fees), and any costs arising out of any third-party claim arising from the use, non-use, or non-functioning of the SMS Notification System.

5. Limitation of Liability
   5.1. To the fullest extent permitted by applicable law, Famly will not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from (i) your access to, use of, or inability to access or use the Service; (ii) any conduct or content of any third party using the Service.

6. Disclaimer of Warranties
    6.1. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY WHATSOEVER. FAMLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FAMLY MAKES NO WARRANTIES THAT THE SERVICE WILL BE ERROR-FREE, UNINTERRUPTED, OR THAT ANY COMMUNICATIONS SENT THROUGH THE SERVICE WILL BE DELIVERED.
    6.2. Delivery and Reliability. Famly makes no warranty regarding the timeliness, reliability, delivery, or acknowledgement of any Communications sent through the Service. Transmission of data may fail or be delayed due to factors beyond Famly's reasonable control, including but not limited to network failures, provider issues, or recipient device issues.
    6.3. Content and Use at Your Own Risk: You are responsible for the content of the Communications sent through the Service and assume all risks associated with their use. Famly shall not be held liable for any claims, damages, losses, or liabilities arising from the content transmitted using the Service or the failure of any Communications to achieve a specific outcome.
    6.4. No Service Level Warranty. Unless otherwise stated in the Agreement, Famly makes no warranties as to completeness, functionality, uptime levels, or other service levels with regard to the SMS Notifications Service.

7. Jurisdictional Limitations
    7.1. Should any part or parts of the directly preceding Sections 4, 5, and/or 6 be rendered void or inapplicable by statute, regulation, court order or any other binding rule or order, the part(s) not voided shall continue to exist, and the remainder shall be interpreted to afford the greatest permissible indemnification to Famly by the Customer according to Section 4.1, and the broadest possible exclusion/limitation of liability under Section 5.1. In addition, any and all warranties as set out in Section 6 not jurisdictionally barred shall continue to exist, notwithstanding the voiding of such jurisdictionally barred warranties, and shall be interpreted to the greatest permissible benefit of Famly.
    7.2. In particular, some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you to the extent prohibited by law.

8. Service Alterations
    8.1. Famly may, at its sole discretion, modify, suspend, or discontinue the Service, in whole or in part, at any time. Famly will not be liable for any modification, suspension, or discontinuation of the Service or any part thereof.

Village (currently only available in the UK)

Village is a community provided by Famly that is built for educators to connect, share resources, join groups, attend Famly events, and get updates on anything new at Famly. The Village is separate from the Famly Platform, although it can be accessed through the Platform.

1. Definitions
    1.1. "*Village*" means the online community provided by Famly and accessible through the Famly Platform.

2. Customer Obligations
    2.1. When using Village, the Customer and Customer's employees must:
        2.1.1. Ensure that it has obtained prior permissions from all parties involved to be able to use the pictures, videos, or any other type of content that they upload. Including, but not limited to, parental consent if pictures include children with identifiable features and permission to use material subject to copyright or other proprietary rights;
        2.1.2. Use a respectful tone and do not use profanities when writing and publishing to Village;
        2.1.3. Ensure that no language or content is used that devalues or discriminates against any person or group with respect to religion, ethnicity, nationality, race, colour, ancestry, gender or other identity factors;
        2.1.4. Refrain from sharing harmful, illegal, or dangerous content, including but not limited to CSAM, hate speech, terrorist threats, and libellous/slanderous or other defamatory content;
        2.1.5. Not use Village for the purposes of advertising goods or services;
        2.1.6. Not share any content whatsoever that could cause damage to Famly's brand; and
        2.1.7. Apply all applicable laws, including but not limited to the applicable data protection laws and laws on intellectual property.

    2.2. Famly reserves the right to amend and/or remove the content published to Village and deny further access to Village if the Customer fails to comply with the above. Any action taken by Famly with respect to this Section 2 will not constitute waiver of Famly's right to seek redress for the relevant action by Customer, against any theory of damages, including but not limited to tort and contract law, and to report incidents to the relevant authorities.
        2.2.1. Should the Customer breach this Section 2, Customer shall fully indemnify and hold harmless Famly, including all affiliates, officers, directors, employees, contractors and other associated persons against any third-party claim for damages arising from the Customer's actions. In case the Customer's breach reaches the standard of criminal behaviour, the Customer shall be entirely responsible and liable for any penalties, fees, and sanctions arising from such behaviour, including but not limited to attorney's fees.

3. Usage of Village Content
   3.1. The Customer should under no circumstances use content shared on Village outside of Village without first seeking the permission of the person posting such content to Village. Famly is not liable for any breach of copyright or other Intellectual Property Rights should the Customer not seek such permission in advance of their using the content.
   3.2. In all cases, credit attributions should be of such colour, size, and prominence so as to be clearly and easily readable by the unaided eye.

4. Support
   4.1. Reporting of bugs and operational issues can be addressed to the Famly Customer Support team.
   4.2. Support is available as per the Famly Terms and Conditions

5. Liability and Responsibility
   5.1. Famly is not responsible or liable for any content that is created and/or uploaded by the Customer, including but not limited to any text, videos, or images uploaded. The Customer is solely responsible and liable for any and all content created and/or uploaded.

6. Data Processing
   6.1. By using Village, the Customer acknowledges the following:
      6.1.1. Famly acts as the data controller for the processing of any personal data shared by Customers and Customer Employees on Village. Therefore, the use of Village is governed solely by the Famly Privacy Policy.
      6.1.2. Any data, including personal data, shared by Customers and Customer Employees on Village, is processed by CircleCo, Inc., a company in the United States of America and a processor of Famly.
   6.2. Users should not share any sensitive or identifying information of children or parents, or other third parties, in Village.

7. Service Alterations
   7.1. Famly may, at its sole discretion, modify, suspend, or discontinue Village, in whole or in part, at any time. Famly will not be held liable for any claim of damages arising from the modification, suspension, or discontinuation of Village or any part thereof.