



Frankie Product Terms (US)

Effective Date: Oct 2, 2026

Version 1.0

THESE FRANKIE PRODUCT TERMS (US) ("FRANKIE TERMS") DESCRIBE THE SPECIFIC TERMS THAT APPLY TO FRANKIE, AN AI PRODUCT OFFERED BY FAMLY. BY USING FRANKIE, YOU, AS AN AUTHORISED REPRESENTATIVE OF THE CUSTOMER, AGREE THAT THESE FRANKIE TERMS GOVERN THE CUSTOMER'S USE OF FRANKIE. THESE FRANKIE 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 between the Agreement and these Frankie Terms, these Frankie Terms will control, solely in respect of Frankie and to the extent of the conflict. A violation of these Frankie Terms is a violation of the Agreement. Capitalised terms not defined herein have the meaning given to them in the Agreement.

1. Scope

- 1.1. These Frankie Product Terms ("Frankie Terms") govern the Customer's use of Frankie, a new AI product offered by Famly. For avoidance of doubt, Frankie is not the Sidekick AI product.
- 1.2. These Frankie Terms apply to Customers located in the United States that use Frankie.
- 1.3. Frankie is enabled by default for all Customers to which these Frankie Terms apply, and the Customer may opt out of Frankie at any time in accordance with clause 10.2. By using Frankie, the Customer agrees to these Frankie Terms, which govern all use of Frankie by the Customer and its Staff Users.
- 1.4. These Frankie Terms set out the terms specific to Frankie and apply in addition to the Terms and Conditions. The AI Products section of the [Family Additional Product Terms](#) ("Additional Product Terms") does not apply to Frankie. Frankie is an additional service or feature made available in the Platform for the purposes of the Terms and Conditions.

2. Description of Frankie

- 2.1. Frankie is a chat-based in-app AI helper within the staff and administrator areas of the Famly Platform. It helps Staff Users navigate the Famly Platform and complete tasks more quickly. Staff Users can ask Frankie to look up and summarise information held in the Famly Platform, to draft content, and to prepare certain actions within the Famly Platform.
- 2.2. Frankie is available to Staff Users only. It is not available to Family Users.
- 2.3. Although Frankie is enabled by default, no Customer Data is processed by Frankie until a Staff User uses Frankie. Processing then takes place only as needed to respond to that Staff User's requests and to provide Memory under clause 3.4.

- 2.4. Frankie is under active development. Family may add, change or remove functionality, including the data Frankie can access and the actions it can prepare, in accordance with these Frankie Terms.

3. Scope of processing

- 3.1. **Data Frankie can access.** To respond to a Staff User, Frankie may retrieve and process Customer Data held in the Family Platform that the Staff User is permitted to access. At the Effective Date this includes the following categories, which are illustrative and may change as Frankie develops:
- children, rooms and age groups;
 - child notes, observations and incident records;
 - messages and message threads;
 - enrolment inquiries and contact details;
 - staff records, schedules, working hours and leave;
 - attendance, occupancy and meal bookings;
 - financial data, including invoices, payments, payouts, bill payers, debt collection and revenue reports;
 - documents the Customer has selected for its Site's knowledge base; and
 - Family help centre content.
- 3.2. **Permissions.** Frankie acts only within the permissions of the Staff User using it. Frankie cannot access Customer Data that the Staff User could not access directly in the Family Platform.
- 3.3. **Input and Output.** "Input" means all text, information and data, including personal data, submitted to Frankie by the Customer or its Staff Users, retrieved by Frankie from the Family Platform, or held in Memory. "Output" means all responses, drafts and proposed actions generated by Frankie based on Input. Input and Output are Customer Data under the Agreement and are subject to the rights, restrictions and obligations that apply to Customer Data.
- 3.4. **Conversations and Memory.** Frankie stores each Staff User's conversations with Frankie. Frankie may periodically create a summary of a Staff User's recent conversations ("Memory"), limited to that Staff User's role at the relevant Site. Staff Users can clear their Memory and can opt out of Memory being created. Cleared Memory is both immediately and permanently deleted. In the event the Staff User does not clear the Memory, it can see conversations for 14 days, and after 30 days these are permanently deleted.
- 3.5. **Sub-processor.** OpenAI, or any other third party AI provider that Family notifies to the Customer in accordance with the [Family Data Processing Agreement](#) (the "DPA") (the "Third Party LLM Provider"), acts as a sub-processor for Frankie and processes Input and Output in the United States. By using Frankie, the Customer approves the appointment of OpenAI as a sub-processor under clause 6 of the DPA. Family will notify the Customer of any change to the sub-processors used for Frankie in accordance with the DPA.
- 3.6. **Use of Input and Output.** The Customer permits Family, the Third Party LLM Provider and other relevant sub-processors to use Input and Output as necessary to provide and maintain Frankie. The Third Party LLM Provider may also use Input and Output as necessary to comply with applicable law and enforce its policies.

- 3.7. **No training.** Family contractually restricts the Third Party LLM Provider from using Input or Output to develop, improve or train its AI models or machine learning, or otherwise to improve its services for general use.
- 3.8. **No public sharing.** Neither Family nor the Third Party LLM Provider will share Input or Output publicly. Input and Output are not shared with any third party except as permitted by the Family Data Processing Agreement.
- 3.9. **Prompt review.** Family, may, subject to strict access controls, review how Frankie is used to improve the instructions (prompts) Family gives. 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.

4. Processing of Personal Data

- 4.1. **Nature of processing.** Frankie processes the Customer Data that Staff Users ask it to process, including Customer Data it retrieves from the Family Platform under clause 3. This may include Personal Data that is considered sensitive under the laws applicable to the Customer, such as information about a child's health, allergies or additional needs.
- 4.2. **Customer instructions.** The Customer determines what Frankie processes through the requests its Staff Users make. Each request made by a Staff User is an instruction from the Customer to Family to process the Customer Data needed to respond to that request, including any sensitive Personal Data, solely to provide Frankie.
- 4.3. **Customer responsibility.** The Customer is responsible for deciding, and for ensuring that its Staff Users actively decide, what they ask Frankie to do and what Customer Data they submit to Frankie or ask it to retrieve. This includes deciding whether it is appropriate to use Frankie with sensitive Personal Data in each case, and ensuring Staff Users do not submit or request any such sensitive Personal Data unless it is necessary for the task.

5. Customer responsibilities and restricted uses

- 5.1. **Customer responsibilities.** The Customer must use Frankie responsibly and is responsible for:
- all Input submitted by it and its Staff Users, including ensuring that Input complies with all applicable laws;
 - deciding whether use of Frankie is appropriate for each of its Sites;
 - providing all notices and obtaining all consents and authorisations required by applicable law, including from parents or guardians, for Customer Data to be processed through Frankie;
 - selecting which documents are added to its Site's knowledge base; and
 - ensuring Staff Users are informed of and comply with these Frankie Terms.
- 5.2. **Staff Users.** The Customer is fully responsible for the use of Frankie by its Staff Users as if performed by the Customer.
- 5.3. **Restrictions on Use.** In addition to any general obligations and restrictions applicable to the Customer's use of the Family Platform under the Agreement, the Customer represents and warrants that:
- a) the Customer's use of Frankie 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, and will not permit others, to: (i) use Frankie to develop any models that compete with Family or Third Party LLM Providers 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 Frankie (except to the extent such restrictions are contrary to applicable law); (iii) use any method to extract data from Frankie, 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 Frankie.

6. Actions, Output and human review

- 6.1. **Human review.** The Customer shall ensure that a Staff User reviews all Output, including any draft or proposed action, before relying on it, sending it or confirming it.
- 6.2. **Actions.** At a Staff User's request, Frankie may prepare or carry out actions within the Family Platform, within that Staff User's permissions. Any action carried out through Frankie at a Staff User's request, or confirmed by a Staff User, is an action of the Customer.
- 6.3. **Accuracy.** Artificial intelligence and machine learning are rapidly evolving fields. Use of Frankie may result in incorrect Output that does not accurately reflect real people, places or facts. The Customer is responsible for evaluating the accuracy of Output for its use case, using human review of all Output before relying on it. Family makes no representations or warranties and provides no indemnities with respect to Output.
- 6.4. **Similarity of Output.** Due to the nature of machine learning, Output may not be unique, and Frankie may generate the same or similar Output for other customers. Responses requested by and generated for other users are not the Customer's Output, and the Customer has no right, title or interest in them.

7. Family safeguards

- 7.1. Family will maintain appropriate technical and organisational measures for Frankie. These include limiting Frankie to each Staff User's own permissions, requiring Staff User confirmation before actions that change data or communicate with others, and safeguards against misuse such as prompt-injection attacks, which Family tests regularly.
- 7.2. Family may change these measures, provided the overall level of protection is not materially reduced.

8. Usage limits, availability and feedback

- 8.1. The Customer shall comply with any rate limits Family imposes on Frankie. Family may monitor, restrict or suspend the Customer's use of Frankie if Family considers that such use could compromise the security, functionality or integrity of Frankie or the Family Platform.
- 8.2. No service level agreement applies to Frankie.
- 8.3. Family may use any feedback the Customer provides on Frankie in accordance with the Agreement. Feedback may include personal data forming part of Input or Output and is retained by Family for 30 days and processed in accordance with the [Family Privacy](#)

[Policy](#).

9. Fees

- 9.1. Frankie is currently provided free of charge.
- 9.2. Famly may introduce fees for Frankie, or change any fees, at any time by giving the Customer at least one (1) month's notice, including by email. Use of Frankie after the notice period ends is subject to the fees set out in the notice.
- 9.3. If the Customer does not wish to pay the fees, it may opt out of Frankie before the notice period ends in accordance with clause 10.

10. Opt-out, term and termination

- 10.1. These Frankie Terms apply from the date the Customer first uses Frankie and until they end under this clause 10.
- 10.2. The Customer may opt out of Frankie at any time, for any reason, by disabling Frankie in the Famly Platform or by contacting Famly support.
- 10.3. Famly may discontinue Frankie, and end these Frankie Terms, at any time for any reason and without liability to the Customer, by giving 14 days' notice. This does not limit Famly's right to restrict or suspend Frankie under clause 8.1.
- 10.4. When Frankie is disabled for a Customer, Famly will delete the conversations and Memory held for that Site within 30 days, unless retention is required by law.
- 10.5. Ending these Frankie Terms does not affect the Agreement or any other Additional Product. Where Frankie is subject to fees, no refund is due of any fees paid in advance, including for any period after the date these Frankie Terms end.

