

Activity Library Terms & Conditions

August 2018

Between

The Customer

(hereafter "The Customer")

And

Famly ApS

Købmagergade 19, 2tv

1150 Copenhagen K Denmark

VAT no.: 35 41 37 58

(hereafter 'Famly')

1. Introduction

This document sets out the terms and conditions for the creation and use of Activities in the Famly Activity Library.

2. Definitions

Famly owns all rights, including (without limitation) all copyright, trademarks and all other intellectual property rights, in and connected with The Solution. The Customer shall not obtain any rights to The Solution, except for those specifically stated in The Famly Agreement.

- **Famly Platform** refers to the software platform developed by Famly.
- **Users** refers to the users of the Famly Platform. This can be staff, managers, parents etc.
- **Provider** refers to an early years provider that cares for children.
- **Group** refers to a group of Providers.
- **Activity** or **Activities** refers to a learning or development activity in Famly that usually includes a description of how to do the activity and a list of the required materials.
- **Private Activity** refers to an Activity that is only shared within a Group or with a single Provider and therefore not public to all Famly Users.
- **Public Activity** refers to an Activity that is shared among all Users in a country or region.

3. Mandatory Guidelines

Rules to adhere to when creating activities in the Famly Platform:

- You need to ensure that you have the permission to use the pictures or videos that you upload.
- You must have parental consent to share images or videos containing children with identifiable features within a Public Activity.
- You agree that any Activities you upload do not contain material subject to copyright or other proprietary rights, unless you have the necessary permissions to upload publicly.
- You agree to use a respectful tone and not use profanities when writing Activities.

4. Property Rights

Private Activities

For Private Activities only shared internally within the Group or Provider, the ownership of the Activity remains with the Group or Provider as with any regular data uploaded to the Famly Platform.

Public Activities

When you upload a Public Activity, you continue to own that activity. You are free to share the Activities elsewhere, but by posting it to the Activity Library, you do need to give us some legal permissions to use it.

By creating a Public Activity, you grant us a license to host, distribute, use, modify, run, copy, publicly display, translate and create derivative works of that Activity. You will be able to remove any public activities associated with your name, but they may be made available in Famly under another name as there might already be other Users making use of your activity.

5. Usage of Activities

You are free to publish, copy, or distribute any Activities in Famly that you have access to. Should you use the Activities outside the Famly platform in this way you must give credit to both the author of the Activity as well as Famly when doing so.

Credit should be given in the following format:

Activity Credit: [Name of author] & famly.co

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.

Reporting of bugs and operational issues can be addressed to the Famly Hotline Service.

Support is available on working days within normal business hours, Monday to Friday from 8 AM to 4 PM UK time on phone +44 20 3808 4386. In addition, the Famly Hotline Service can be reached by email on support@famly.co.uk.

6. Disclaimer

Famly does not bear any responsibility for any activities that are uploaded by the Users and can not be held liable in any way for any text, videos or images uploaded. Famly will help facilitate that the mandatory guidelines for activities stated above are held, but this is no guarantee. The User is solely responsible for whatever is created or uploaded.