

Yoochooz Terms and Conditions

Disclaimer

Yoochooz is a platform that seeks to alert parents or caregivers (**you**) each time your child or children (**Child**) stores photographs on their camera roll or attempt to send specific messages that include profanity, violence, racism, sexual in nature or use certain words as identified by you to warrant an alert (**Notifiable Communication**). We send alerts to you based on a (1) set of trigger words we have incorporated into the Platform and (2) our artificial intelligence tool, which scans images for concerning content (including nudity, partial nudity, violence, drug use, rude gestures, visually disturbing, alcohol, tobacco, gambling and/or profanity) (**AI Tool**). A detailed list of AI Rekognition can be accessed [here](#). Yoochooz is not, nor do we represent or claim it to be, a comprehensive filter of material that is deemed inappropriate or offensive. By using Yoochooz, you acknowledge and agree that the image and video moderation APIs that we may use do not detect whether a communication sent or received by your Child on their device includes content which is illegal (including, but not limited to, child pornography).

By accepting these Terms, you consent to our use of the AI Tool to monitor and scan your Child's device on the Platform. You acknowledge and agree that we do not retain any photographs scanned by our AI Tool and only use the AI Tool to alert you of a Notifiable Communication.

Where your Child's device use triggers a Notifiable Communication, you will receive a notification to your device with a copy of the message and/or alert of what the photograph has been triggered. You acknowledge and agree that we are not monitoring your Child's communications in full, and as such, you agree that we cannot be held responsible, and we exclude all liability for any notifications you don't receive where your Child makes a communication that does not include such trigger words specified in the Yoochooz platform or identified by you to warrant and alerts. Also, we will not be held responsible for any profanity that hasn't been detected on the platform or when the platform is not working due to technicalities, Wi-Fi or internet issues, keyboard replacement either intentionally or unintentionally or if the child deletes the platform from their phone.

1 Our Disclosures

Our complete terms and conditions are contained below, but some important points for you to know before you become a customer are set out below:

- your Membership may be subject to a minimum term, as set out in your Account. Without limiting your rights under the Australian Consumer Law, you may only cancel your Membership at the expiry of the minimum term;
- we will handle your personal information in accordance with our privacy policy, available at www.yoochooz.com.au;
- you are responsible and liable for your Child's actions, and it is your responsibility to seek consent from your Child before downloading the Platform on their device.
- our liability under these Terms is limited to 12 months of Fees, and we will not be liable for Consequential Loss, any loss resulting from a Third-Party Service, or any loss or corruption of data.
- we may terminate your Membership at any time by giving written notice to you; and
- we may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Platform or for featuring certain products or services on the Platform.

Nothing in these terms limits your rights under the Australian Consumer Law.

2 Introduction

- 2.1 These terms and conditions (**Terms**) are entered into between Yoochooz Apps Pty Ltd ABN 71659410198 (**we, us or our**) and **you** (the person or entity registered with us as an Account holder), together the **Parties** and each a **Party**.
- 2.2 We provide a cloud-based software as a service platform where you, as a parent or caregiver, will receive an alert (when scanned or detected by the Yoochooz platform) on your device when the device has detected triggers from photos your Child saves to their camera roll or messages with certain trigger words from their device (**Platform**).

3 Acceptance and Platform Licence

- 3.1 You accept these Terms by checking the box, clicking "I accept", registering on the Platform, or using the Platform.
- 3.2 By accepting these Terms, or otherwise purchasing a Membership, you represent, warrant and agree that you are at least 18 years old, and that you are the legal parent or guardian of the Child who is given access to the Platform under your Account.
- 3.3 We may amend these Terms at any time by providing written notice to you. By clicking "I accept" or continuing to use the Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may terminate your Membership in accordance with the Cancellation of Memberships clause.
- 3.4 If you access or download our mobile application from the Apple App Store, you agree to any Usage Rules outlined in the App Store Terms of Service.

- 3.5 Once you successfully register on the Platform, you will receive instructions about how to set up the Platform on your Child's device. Your responsibility is to seek consent from your Child before downloading the Platform on their device and linking their Account to yours.
- 3.6 Subject to your compliance with these Terms, we grant you and your Child a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to download and use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.
- 3.7 When using the Platform, you and your Child must not do or attempt to do anything that is unlawful or inappropriate, including:
- (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
 - (b) using the Platform to defame, harass, threaten, menace or offend any person, including using the Platform to send unsolicited electronic messages;
 - (c) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
 - (d) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
 - (e) facilitating or assisting a third party to do any of the above acts.

4 Yoochooz Services

- 4.1 We agree to provide you and your Child with access to the Platform, the support services as detailed in this section, and any other services we agree to provide as set out in your Account.
- 4.2 We agree to use our best endeavours to make the Platform available at all times. However, from time to time, we may perform reasonable scheduled, and emergency maintenance, and the Platform may be unavailable during the times we are performing such maintenance.
- 4.3 Should you be unable to access the Platform, or should you have any other questions or issues impacting on your use and enjoyment of the Platform, you must place a request via the help desk, over the phone, or via email. We will endeavour to respond to any support requests in a reasonable period.
- 4.4 You acknowledge and agree that the Platform may be reliant on or interface with third-party systems that are not provided by us (for example, cloud storage providers, email clients, CRM systems, and internet providers) (**Third Party Services**). To the maximum extent permitted by law, we shall have no liability for any Third Party Services or any unavailability of the Platform due to a failure of the Third Party Services.
- 4.5 You acknowledge and agree that data loss is an unavoidable risk when using any software. To the extent you input any data into the Platform, you agree to maintain a backup copy of any data you input into the Platform.
- 4.6 To the maximum extent permitted by law, we shall have no liability to you for any loss or corruption of data or any scheduled or emergency maintenance that causes the Platform to be unavailable.

5 Notifiable Communications

- 5.1 The Platform will scan the camera roll and alert you if your child has saved photographs that include nudity, partial nudity, drug use, violence or profanity, or specific messages that include profanity, violence, or are sexual in nature. In addition to these trigger words, you may identify specific words that you would like to be alerted about (**Notifiable Communication**).
- 5.2 The Platform has incorporated an artificial intelligence tool (**AI Tool**) to scan photographs on your Child's device. The device will be scanning the photographs randomly and alert you if the artificial intelligence tool (AI Tool) has detected any nudity, partial nudity, violence, profanity, or sexual in nature.
- 5.3 By accepting these Terms, you acknowledge and agree that:
- a) we do not retain any information that is a Notifiable Communication or any photographs scanned by the AI Tool and only use such information to send you an alert through the Platform;
 - b) we are not monitoring your Child's communications in full, and you agree that we cannot be held responsible, and we exclude all Liability for any notifications you don't receive where your Child makes a communication that does not trigger a Notifiable Communication; and
 - c) we are a software-as-a-service platform only, and we do not take any responsibility and exclude all liability for any actions or omissions you take with respect to your Child or otherwise after you receive a Notifiable Communication.
- 5.4 This clause will survive the expiry or termination of your Membership.

6 Accounts

- 6.1 You must register on the Platform and create an account (**Account**) to access the Platform's features. Each Child will require a login that is linked to your Account in order to access the Platform.
- 6.2 You must provide basic information when registering for an Account, including your contact name and email address, and you must choose a username and password. You must also provide a name for each child you link to your Account.
- 6.3 All personal information you and your Child provide to us will be treated in accordance with our Privacy Policy.

- 6.4 You agree to provide and maintain up-to-date information in your Account and not to share your Account password with any other person. Your Account is personal, and you must not transfer or provide it to others with the exception of your Child.
- 6.5 You are responsible for keeping your Account details and your username and password confidential. You will be liable for all activity on your Account, including purchases made using your Account details and any activity from one of your Children. You are responsible for ensuring that your Child keeps their login details confidential. You agree to notify us of any unauthorised use of your Account immediately.
- 6.6 When you create an Account, you must also select a membership (**Membership**). You may choose between different tiers of Membership with different services and different membership periods as set out on our Platform.

7 Child Accounts

- 7.1 Your Account will set out the number of Children you may link to your Account.
- 7.2 Each Child will have permission to access certain features of the Platform and your Account, as detailed in your Account, and you may adjust these permission settings in your Account.
- 7.3 You will ensure that each child complies with these Terms. You are responsible and liable for the acts or omissions of your Child.
- 7.4 You agree that you will inform your Child that these Platform monitors and alerts you of their Notifiable Communications. You agree that you will explain these Terms and our Privacy Policy to your Child and receive their consent before creating an Account for it.
- 7.5 If we alert you of a Notifiable Communication, it is your responsibility to speak to your child about the contents of the Notifiable Communication, or alternatively, to reach out to authorities as applicable (including medical professionals or local authorities, including the police).

8 Memberships

- 8.1 You may purchase a Membership by paying the Membership fees outlined on the Platform (**Fees**) in advance on a monthly or annual basis or some other recurring interval disclosed to you prior to your payment of the Fees (**Billing Cycle**).
- 8.2 Your Membership will automatically renew at the end of the Billing Cycle for the same period of time and you will be charged the Fees in connection with each subsequent Billing Cycle unless and until you cancel your Membership.
- 8.3 The payment methods we offer for the Fees are set out on the Platform. We may offer payment through a third-party payment provider (Apple Pay). You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.
- 8.4 You must not pay, or attempt to pay, the Fees by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third party payment processor to debit your account in accordance with these Terms, and you certify that you are either an account holder or an authorised signatory on the account for which you provide details.
- 8.5 **Changes to your Membership:** If you wish to change your Membership (for example, by varying the number of users associated with your Account), you must provide notice to us through your Account or via email that you wish to vary your Membership at least 24 hours before the end of the current Billing Cycle. If you vary your Membership and the Fees increase, we will charge you for the increase in the Fees on a pro-rata basis for the remainder of the period until the start of the next Billing Cycle, and you will have access to the additional Membership features, and the increased Fees will apply at the start of your next Billing Cycle.
- 8.6 The Fees are only refundable and cancellable in accordance with your Consumer Law Rights and these Terms.
- 8.7 We may need to change what is available as part of your Membership (for example, the inclusions, exclusions, update features) from time to time. If we change what is available as part of your Membership, we will provide you with at least 30 days' notice of the change. After the notice period has lapsed, we will apply the changes to your Membership. If the changes adversely affect your enjoyment of the Membership, you may cancel your Membership with effect from the date we apply the changes to your Membership by providing notice to us. If you cancel your membership, (a) you will no longer be able to use the Platform on and from the date of cancellation, and (b) if you have paid Fees upfront, you will be issued a pro-rata refund having regard to the date of termination and the period for which you have paid.
- 8.8 We may need to change the Fees from time to time. If we change the Fees, we will provide you with 30 days' notice of the change. After 30 days, we will apply the updated Fee to your Membership. If the updated Fee is not acceptable to you, you may cancel your Membership in accordance with the 'Cancellation of Memberships' clause.

9 Our Intellectual Property

- 9.1 You acknowledge and agree that any Intellectual Property or content (including copyright and trademarks) available on the Platform, the Platform itself, and any algorithms or machine learning models used on the Platform (**Our Intellectual Property**) will at all times vest, or remain vested, in us.
- 9.2 You acknowledge and agree that any idea, suggestion, recommendation or feedback (**Feedback**) you share with us, whether made verbally, in writing, directly or indirectly, in connection with the Platform, will at all times vest, or remain

vested in us and you agree that we may use Feedback in any manner which we see fit (including to develop new features on the Platform) and no benefit will be due to you as a result of any use by us of any Feedback.

9.3 We authorise you to use Our Intellectual Property solely for your personal use. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party. You may only access Our Intellectual Property on your personal device, and you may not use Our Intellectual Property for any commercial purpose.

9.4 You must not, without our prior written consent:

- (a) copy, in whole or in part, any of Our Intellectual Property;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
- (c) breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property, downloading Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.

9.5 Nothing in the above clause restricts your ability to publish, post or repost Our Intellectual Property on your social media page or blog, provided that:

- (a) you do not assert that you are the owner of Our Intellectual Property;
- (b) unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;
- (c) you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and
- (d) you comply with all other terms of these Terms.

9.6 This clause will survive the termination or expiry of your Membership.

10 Warranties

10.1 You represent, warrant and agree that:

- (a) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;
- (b) there are no legal restrictions preventing you from entering into these Terms; and
- (c) all information and documentation that you provide to us in connection with these Terms is true, correct and complete;

11 Australian Consumer Law

11.1 Certain legislation, including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010 (Cth)*, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the Platform by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**).

11.2 If the ACL applies to you as a consumer, nothing in these Terms excludes your Consumer Law Rights as a consumer under the ACL. You agree that our Liability for the Platform provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms.

11.3 This clause will survive the termination or expiry of your Membership.

12 Liability

12.1 Despite anything to the contrary, to the maximum extent permitted by law:

- (a) you agree to indemnify us for any Liability we incur due to your breach of the Acceptance and Platform Licence clause and the Intellectual Property clause of these Terms;
- (b) we exclude all Liability for any Notifiable Communication you do not receive;
- (c) we exclude all Liability for any actions or omissions you take with respect to your Child or otherwise after you receive a Notifiable Communication;
- (d) neither Party will be liable for Consequential Loss;
- (e) each Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party or any of that Party's personnel (including a Party's Child), including any failure by that Party to mitigate its losses; and
- (f) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the Fees paid by you in the 12 months immediately preceding the act, event or omission giving rise to the Liability (and where there has been less than 12 months of Fees paid, an amount equal to 12 months of Fees calculated on a pro rata basis having regard to the amount of Fees paid and the period of time).

12.2 This clause will survive the termination or expiry of your Membership.

13 Termination

- 13.1 **Cancellation of Memberships:** You may request to cancel your Membership at any time by notifying us via email or via the 'cancel my membership' feature in your Account. Your cancellation will take effect from the end of the minimum period as set out in your Account.
- 13.2 We may terminate your Membership at any time by written notice to you (**Termination for Convenience**) and we may, in our sole discretion, discontinue the Platform at any time.
- 13.3 A Membership will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 5 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - (b) the Defaulting Party is unable to pay its debts as they fall due.
- 13.4 Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach.
- 13.5 Upon expiry or termination of your Membership we will remove your access to the Platform and your Account will be deleted.
- 13.6 Where termination is due to our breach of these Terms, we agree to refund you for any prepaid unused Fees on a pro-rata basis.
- 13.7 Termination of a Membership will not affect any rights or liabilities that a Party has accrued under these Terms.
- 13.8 This clause will survive the termination or expiry of your Membership.

14 Notice Regarding Apple

- 14.1 To the extent that you are using or accessing our Platform on an iOS device, you further acknowledge and agree to the terms of this clause. You acknowledge that these Terms are between you and us only, not with Apple Inc. (**Apple**), and Apple is not responsible for the Platform and any content available on the Platform.
- 14.2 Apple has no obligation to furnish you with any maintenance and support services with respect to our Platform.
- 14.3 If our mobile application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility.
- 14.4 Apple is not responsible for addressing any claims by you or any third party relating to our mobile application or your use of our mobile application, including but not limited to: (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.
- 14.5 Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.
- 14.6 You agree to comply with any applicable third-party terms when using our mobile application.
- 14.7 Apple and Apple subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.
- 14.8 You hereby represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

15 General

- 15.1 **Assignment:** A Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 15.2 **Disputes:** A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 15.3 **Force Majeure:** To the maximum extent permitted by law, we shall have no liability for any event or circumstance outside of our reasonable control.
- 15.4 **Governing law:** These Terms are governed by the laws of Western Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Western Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 15.5 **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided in your Account. Any notice may be sent by standard post or email and will be deemed to have been served on the expiry of 48 hours in the case of post or at the time of transmission in the case of transmission by email.
- 15.6 **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) and any other applicable legislation or privacy guidelines.

- 15.7 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
- 15.8 **Third-party sites:** The Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third-party website linked from the Platform, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Platform (**Affiliate Link**) or for featuring certain products or services on the Platform. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the Platform or which (if any) third-party links are Affiliate Links.

16 Definitions

- 16.1 **Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under the statute, contract, equity, tort (including negligence), indemnity or otherwise.
- 16.2 **Intellectual Property** means copyright, registered or unregistered designs, patents or trademarks, any domain names, know-how, inventions, processes, trade secrets or confidential information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.
- 16.3 **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.

For any questions or notices, please contact us at:

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