



BONDILABS

PLAXR TERMS OF SERVICE

1st March 2020

Welcome to Bondi Labs!

Effective: 1st March 2020

Thanks for using Plaxr by Bondi Labs! These Product-Specific Terms of Service (“**Plaxr Terms of Service**”) are to be read in conjunction with the Bondi Labs Software Services Terms of Service (“**Software Services Terms of Services**”).

We’re excited that you’ve chosen to develop your product on the Plaxr by Bondi Labs development platform (“**Plaxr Platform**”). The Plaxr Platform allows you to build and distribute amazing content for your teams or your customers. When you develop on the Plaxr Platform, you agree to be bound by the following terms, so please read them carefully.

Bondi Labs hereby grants to you a worldwide, non-exclusive, no-charge, and royalty-free copyright licence to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute the Plaxr Platform that is made available with this licence, subject to the following Plaxr Terms of Service:

These Plaxr Terms of Service are a binding agreement between you and the Bondi Labs entity (as Licensor) listed in the applicable Order for the Software Services that you are accessing our using (“**we**”, “**us**” or “**Bondi Labs**”). “**You**” or “**Developer**” means the entity you represent in accepting these Plaxr Terms of Service or, if that does not apply, you individually. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to these Plaxr Terms of Service; (ii) you have read and understand these Plaxr Terms of Service; and (iii) you agree to these Plaxr Terms of Service on behalf of the party that you represent. If you don’t have the legal authority to bind your employer or the applicable entity, please do not click “I agree” (or similar button or checkbox) that is presented to you.

PLEASE NOTE THAT IF YOU SIGN UP FOR A SOFTWARE SERVICE USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, THEN (A) YOU WILL BE DEEMED TO REPRESENT SUCH PARTY, (B) YOUR CLICK TO ACCEPT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THESE TERMS OF SERVICE, AND (C) THE WORD “YOU” IN THESE TERMS OF SERVICE WILL REFER TO YOUR EMPLOYER OR THAT ENTITY.

Bondi Labs may modify these Plaxr Terms of Service from time to time, subject to Section 2.18 (Changes to Plaxr Terms of Service) below.

By clicking on “I agree” (or a similar button) or by using or accessing the Plaxr Platform or any Plaxr Development Assets, you agree to be bound by these Plaxr Terms of Service.

1. Definitions

“**App Developer Account**” means your registered account within the Plaxr Platform used to host Your Content. You are required to purchase from Bondi Labs subscription licences before Your Content is made available for access or use by an end user or the public; the purchase shall be via an Order.

“**App Customer Account**” means your registered account within the Plaxr Platform used to distribute Your Content to your end users or the public. You are required to pay to Bondi Labs the subscription licence fee in an applicable Order before you allow Your Content to be accessed or used by an end user or the public.

“**Your Content**” means any material you author, create, upload, import or other materials that are posted, generated, provided or otherwise made available by You in connection with your access and use of the Plaxr Platform to develop content.

2. Scope

2.1 **Your Licence:** You understand that the version of the Plaxr Platform You are given access to in exchange for any fee that you pay is in constant development and improvement.

2.2 **Plaxr Developer Assets.** Bondi Labs makes available certain APIs, software development kits (SDKs), and cloud-based development tools (collectively, “**Plaxr Developer Assets**”) for you to develop content for your own products and services or to use with other products and services by Bondi Labs (“**Bondi Labs Products**”). Bondi Labs also makes available the Plaxr Developer Guidelines at <https://docs.Plaxr.io> (“**Developer Guidelines**”), which include directions and guidelines for use of the Plaxr Developer Assets and which may be modified by Bondi Labs from time to time. Except where noted, references to any Plaxr Developer Assets include the related Developer Guidelines.

- 2.3 **Account Registration.** You agree to follow the registration or credentialing requirements (if any) detailed in the Software Services Terms of Service.
- 2.4 **Your Use Rights.** Subject to these Plaxr Terms of Service, you may use the Plaxr Platform to develop Your Content for your products and services, but only as permitted by the relevant Developer Guidelines. All of your use rights in these Plaxr Terms of Service (including your rights to use Bondi Labs Marks below) are limited, non-exclusive, non-sublicensable and non-transferable. You may, however, permit your agents and contractors to exercise your use rights on your behalf, provided that you remain responsible for their compliance with these Plaxr Terms of Service.
- 2.5 **Acknowledgement of Plaxr Platform:** When developing Your Content, you agree to include within Your Content a digital notification to your teams and/or your customers and the end user that Your Content is “Powered by Plaxr” (“**Plaxr Acknowledgement**”). The Plaxr Acknowledgment is to consist of at least the following:
- a) the Plaxr Logo and Plaxr Acknowledgement as per the branding guidelines available at <https://docs.Plaxr.io>.
 - b) to the extent that your product has credits, you agree to place the following in your credits (replacing “xxxx” with the current year).
 - o [Product Name] is powered by Plaxr®. Plaxr is a registered trademark of Bondi Labs Technologies Pty. Ltd.
 - o Plaxr®, Copyright 2019 – xxxx, Bondi Labs Technologies Pty. Ltd. All rights reserved.
- 2.6 **Conditions on Use.** In accessing and using the Plaxr Platform, you agree to comply with Bondi Labs Legal Notice at <https://www.bondilabs.com/legal/> (“**Bondi Labs Legal Notice**”) (as may be modified from time to time). As conditions on your use rights, you also agree not to (and not to authorise any third party to): (a) use the Plaxr Developer Assets except with the related Bondi Labs Products and in accordance with the Developer Guidelines; (b) modify or create any derivative works of the Plaxr Developer Assets (except to the extent Your Content is deemed derivative works under applicable law); (c) take any action that would subject the Plaxr Developer Assets to any third party terms, including without limitation any “open source” software licence terms; (d) make any calls to the Plaxr Developer Assets that are not driven by a request from an end user (as described in Section 2.9.1) or Your Content itself, other than as part of reasonable testing of Your Content with the Plaxr Developer Assets; (e) copy, frame or display any elements of the Bondi Labs Products through Your Content or use the Plaxr Developer Assets with Your Content that substantially replicate any features or functionality of Bondi Labs Products, except as expressly authorised by Bondi Labs in writing; (f) copy, distribute, sell, sublicense, rent or lease the Plaxr Developer Assets or any access key provided by Bondi Labs or use such items for hosting, service provider or like purposes; or (g) access the Plaxr Developer Assets for competitive analysis or disseminate performance information (including uptime, response time and/or benchmarks) relating to the Plaxr Developer Assets or Bondi Labs Products. From time to time, Bondi Labs may place limits on access to the Plaxr Developer Assets. Further, Bondi Labs may monitor your usage of the Plaxr Developer Assets and limit the number of calls or requests you may make if Bondi Labs believes that your usage is in breach of this Agreement or may negatively affect the Plaxr Platform (or otherwise impose liability on Bondi Labs).
- 2.7 **Use of Bondi Labs Marks.** Subject to these Plaxr Terms of Service, you may use the appropriate Bondi Labs names, logos and trademarks as designated in the Bondi Labs Trademark Guidelines and (without limiting Bondi Labs’ other termination rights) you must promptly cease any use of Bondi Labs Marks identified by Bondi Labs as problematic. You may not register any domain name containing Bondi Labs Marks, the word “Plaxr” or the name of any Bondi Labs Product (or anything confusingly similar) and if you have done so you agree to transfer ownership of the domain name to Bondi Labs at no charge. You also agree not to contest the validity of ownership of any Bondi Labs Marks. You receive no other rights to Bondi Labs Marks under these Plaxr Terms of Service. All goodwill arising from use of Bondi Labs Marks inures to Bondi Labs.
- 2.8 **Use of Your Marks; Your Ownership Rights.** Bondi Labs may (but is not obligated to) use your name, logos and other trademarks (including those related to Your Content) to identify you as a Plaxr developer and to promote Your Content and Bondi Labs Products. Bondi Labs receives no other rights to your trademarks under these Plaxr Terms of Service. All goodwill arising from use of your trademarks belongs to you. For clarity, nothing in these Plaxr Terms of Service assigns ownership of Your Content or intellectual property rights to Bondi Labs.

2.9 Your Responsibilities.

- 2.9.1 **Bondi Labs Order Agreement.** Use of Bondi Labs Products requires each end user to have a valid licence or subscription with Bondi Labs subject to the then-current Bondi Labs Order Agreement, and which includes the Bondi Labs Legal Notice ("**Bondi Labs Order Agreement**"). You will not facilitate or encourage any end user to violate the Bondi Labs Order Agreement or interfere with any end user's review or acceptance of the Bondi Labs Order Agreement. For the avoidance of doubt, your use of the Plaxr Platform is subject to this Agreement, not the Bondi Labs Order Agreement. If you use Bondi Labs Products as a customer, that use remains subject to the Bondi Labs Order Agreement.
- 2.9.2 **No Resale.** These Plaxr Terms of Service do not grant you the right to distribute or resell Bondi Labs Products or to create any binding commitment on behalf of Bondi Labs. In addition, you may not directly or indirectly charge end users for use of, or access to, the functionality of the Bondi Labs Products or Plaxr Developer Assets (but this does not limit you from charging a fee for Your Content).
- 2.9.3 **Your Representations and Warranties.** You represent and warrant that (a) you have full power and authority to enter into and perform these Plaxr Terms of Service and to exploit Your Content without violating any other agreement; (b) Your Content and their use will not violate any third party rights (including intellectual property rights and rights of privacy or publicity) or any laws, rules, regulations or orders, including those relating to data privacy, data transfer, international communications or the export of technical or personal data ("**Laws**"); (c) all information you provide to Bondi Labs is and will be true, accurate, and complete and (d) you will not interfere with Bondi Labs' business practices or the way in which it licenses or distributes the Bondi Labs Products or Plaxr Platform. You may not suggest any affiliation with Bondi Labs, including any suggestion that Bondi Labs sponsors, endorses or guarantees Your Content, except for the Plaxr Platform integration relationship expressly contemplated in these Plaxr Terms of Service. You may not make any representations, warranties or commitments regarding Bondi Labs or Bondi Labs Products or on behalf of Bondi Labs.
- 2.9.4 **Indemnification.** You will indemnify, defend (at Bondi Labs' request) and hold harmless Bondi Labs and its affiliates and their respective directors, officers, employees, agents, contractors, end users and licensees from and against any claims, losses, costs, expenses (including reasonable attorneys' fees), damages or liabilities based on or arising from (a) Your Content, (b) your relationships or interactions with any end users or third party distributors of Your Content, or (c) your breach or alleged breach of these Plaxr Terms of Service. Bondi Labs may at its own expense participate in the defence and settlement of any claim with its own counsel, and you may not settle a claim without Bondi Labs' prior written consent (not to be unreasonably withheld).

2.10 Ownership & Grant Back to You.

- 2.10.1 **Your Content.** You own Your Content. In these Terms of Service, "derivative works" means derivatives of the Plaxr Developer Assets itself -- works derived only from the Plaxr Developer Assets by You under these Plaxr Terms of Service (for example, modifying the code of the Plaxr Developer Assets itself to improve its efficacy); "derivative works" of the Plaxr Developer Assets do not include, for example, apps, or content that You create using the Plaxr Developer Assets. You keep all right, title, and interest to Your Content.
- 2.10.2 **Bondi Labs Ownership.** Bondi Labs and its third-party licensors retain all ownership and other rights in the Plaxr Platform, Plaxr Developer Assets, Bondi Labs Products and Bondi Labs Marks, including all intellectual property rights. While You keep all right, title, and interest to Your Content per the above, as between Bondi Labs and You, Bondi Labs will own all right, title, and interest to all intellectual property rights (including patent, trademark, and copyright) in the Plaxr Developer Assets and derivative works of the Plaxr Developer Assets, and You hereby assign and agree to assign all such rights in those derivative works to Bondi Labs.
- 2.10.3 **Your licence to those derivative works.** Subject to these Plaxr Terms of Service, Bondi Labs grants to You the same worldwide, non-exclusive, no-charge, and royalty-free copyright licence to derivative works of the Plaxr Developer Assets You create as is granted to You for the Plaxr Developer Assets under these Plaxr Terms of Service.
- 2.11 **No Support or Maintenance.** Bondi Labs has no obligation to provide any maintenance or support for the Plaxr Platform (or to end users of Your Content) or to fix any errors or defects. If Bondi Labs in its discretion provides any updates, modifications, enhancements, and other new releases to the Plaxr Platform, such materials will be deemed included in the "Plaxr Developer Assets" under these Plaxr Terms of Service unless Bondi Labs specifies otherwise.

- 2.12 **Changes to Plaxr Platform.** From time to time, Bondi Labs may change the Plaxr Developer Assets or related Bondi Labs Products. Future versions of the Plaxr Developer Assets may not be compatible with Your Content developed using previous versions. Bondi Labs typically makes these changes as part of its overall developer program and is unable to provide notice of the changes to developers individually. Bondi Labs will have no liability resulting from the actions described in this paragraph.
- 2.13 **Termination.** These Plaxr Terms of Service remain in effect until terminated in accordance with the provisions of the Software Services Terms of Service. Additionally, Bondi Labs may also suspend the Developer's use of the Plaxr Platform or terminate these Plaxr Terms of Service immediately if Bondi Labs is required to do so by Law, if Bondi Labs ceases to offer the Plaxr Platform or Bondi Labs Products or if Bondi Labs determines that continuing under these Plaxr Terms of Service could result in legal or business liability or cause harm to its products, services, reputation or users. Upon any termination, the Developer's rights to use the Plaxr Platform (including related access keys and credentials) and Bondi Labs Marks will immediately terminate and you will cease all such use, but all other provisions of these Plaxr Terms of Service will survive. The Developer understands that after termination it will have no further access to any Plaxr Platform website or portal or to any data or content that the Developer submitted to Bondi Labs relating to the Plaxr Developer Assets. Bondi Labs will have no obligation or liability resulting from termination or suspension of these Plaxr Terms of Service as permitted above.
- 2.14 **Warranties and Disclaimer.** You agree to follow the provisions detailed in the Software Services Terms of Service.
- 2.15 **Limitations of Liability.** You agree to follow the provisions detailed in the Software Services Terms of Service.
- 2.16 **Confidential Information.** You agree to follow the provisions detailed in the Software Services Terms of Service.
- 2.17 **Export Restrictions.** You agree to follow the provisions detailed in the Software Services Terms of Service.
- 2.18 **Changes to Plaxr Terms of Service.** Bondi Labs may modify these Plaxr Terms of Service from time to time, including any referenced notices and other documents. Bondi Labs will use reasonable efforts to notify you of modifications as provided in Section 2.21 (General). You may be required to click through the modified Plaxr Terms of Service to show your acceptance and in any event your continued use of any Plaxr Developer Assets after the modification constitutes your acceptance to the modifications. If you do not agree to the modified Plaxr Terms of Service, your sole remedy is to terminate your use of the Plaxr Platform and Plaxr Developer Assets as described in Section 2.13 (Termination).
- 2.19 **Open Source Software.** The Plaxr Developer Assets may contain or be provided with components subject to the terms and conditions of "open source" software licences ("**Open Source Software**"). To the extent applicable, Bondi Labs will identify Open Source Software included in the Plaxr Developer Assets. To the extent required by the licence that accompanies the Open Source Software, the terms of such licence will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.
- 2.20 **Hardware and Usage Data.** You acknowledge that, as a default setting, the Plaxr Platform will collect and send to Bondi Labs anonymous hardware and usage data from your Authorised Users accessing the Plaxr Platform and your end users of Your Content. This functionality is used by Bondi Labs to improve the Plaxr Platform.
- 2.21 **General Provisions.** You agree to follow the provisions detailed in the Software Services Terms of Service.

3. Your Content

- 3.1 **Ownership.** You retain all title, rights and ownership of Your Content (including intellectual property rights). We do not claim any ownership rights to Your Content.
- 3.2 **Licences to Your Content in order to operate on the Plaxr Platform.** We require certain licences from you to Your Content in order to operate and enable the Plaxr Platform and Plaxr Developer Assets. When you create or upload Your Content on the Plaxr Platform, you grant us a nonexclusive, worldwide, royalty-free, sublicensable, and transferable licence to use, reproduce, publicly display, distribute, modify (so as to better showcase Your Content, for example), publicly perform, and translate Your

Content as needed in response to user driven actions (such as when you choose to privately store or share Your Content with others). This licence is only for the purpose of operating or improving the Plaxr Platform.

3.3 Distributing Your Content

- 3.3.1 **Sharing.** Subject to the terms of your Bondi Labs Order Agreement, the Plaxr Platform and Plaxr Developer Assets provides features that allows you to share Your Content with other end users or to make it public. “**Share**” means to email, post, transmit, upload, license, distribute, sell or otherwise make available (whether to your internal or third-party users) through your use of the Plaxr Platform. Other end users may use, copy, modify, or re-share Your Content in many ways. Please carefully consider what you choose to Share or make public as you are responsible for Your Content that you Share.
- 3.3.2 **Your Content and End Users.** You are solely responsible, at your own expense, for: (a) Your Content and their distribution, operation and support and (b) your own relationships and agreements with end users regarding their use of Your Content. As a result of your use of the Plaxr Platform, an end user may direct you to retrieve certain elements of its data, content or information from Bondi Labs Products (“**End User Data**”) for the end user’s further use with Your Content. You agree to retrieve End User Data only to the extent enabled by the end user and will ensure that all End User Data is collected, processed, transmitted, maintained and used in accordance with (i) your agreement with the end user (which is to include a requirement to comply with the Bondi Labs Legal Notice), a legally adequate privacy notice, and appropriate contextual notices to and consents from end users, (ii) all Laws (as defined below) and (iii) reasonable measures that protect the privacy and security of End User Data..
- 3.3.3 **Level of Access.** We do not monitor or control what others do with Your Content. You are responsible for determining the limitations that are placed on Your Content and for applying the appropriate level of access to Your Content. If you do not choose the access level to apply to Your Content, the Plaxr Platform may default to its most permissive setting. It is your responsibility to let other users know how Your Content may be shared and to adjust the setting related to accessing or sharing Your Content.

Congratulations! You’ve reached the end. Thanks for taking the time to learn about our Plaxr Terms of Service and Software Services Terms of Service and notices; we trust our Plaxr Platform will assist you to develop and distribute amazing content that will enhance decision making for your teams and your customers and improve your performance and productivity.