Pond Integration
Product Terms

LAST UPDATED: 15 April 2016

VERSION 1

Contents

1   Overview

These terms allow you to use our Pond Integration Product to let you integrate your application(s) with Pond.

To use Pond Integration you also agree to our General Terms, Pond Product Terms, and Policies, and to any additional provisions that those documents include by reference. The documents forming your agreement for Pond Integration are available on the Legal and Policies section of our website.

It's critical to remember that the content you obtain in using Pond Integration is not your own, and you must respect the owners' rights at all times.

2   Definitions

Terms defined in the General Terms and the Pond Product Terms have the same meaning in these Product Terms. In addition, unless the context requires otherwise:

- **Pond Application Framework** means our development frameworks designed to support the integration of applications with Pond, as specified in the documentation we publish for the Pond Application Framework and as updated from time to time in accordance with clause 4.2 (New Versions).
- **Pond Integration** means the Product described in these Product Terms.
- **Uploader**, in relation to any User Content, means the Pond User that uploaded that User Content.
- **Your App** means any software application that we approve for you to integrate with Pond in accordance with clause 3.2 (Approval). Where we approve more than one such application, Your App means all of them.

3   Applying for Pond Integration

3.1   Application

To use Pond Integration, you must first apply for a licence key on the Pond Website, or via any other mechanism that we may allow. You must apply for a separate licence key for each software application you wish to integrate with Pond.

When applying you must ensure that all information provided to us by you is current, correct and complete. In particular, you must not attempt to cloak or conceal your identity or the identity or purpose of Your App.

3.2   Approval

We will consider Your App at our absolute discretion. We will only approve Your App if we consider it supports the improvement of educational outcomes in New Zealand. We may also have other approval criteria.

Once we've approved Your App, we'll send you a licence key for both the Pond sandbox environment and Pond production environment, and other supporting information you will need to integrate Your App with Pond. We will also provide you with a link to download our Pond Application Framework. Your licence key is required for all calls to Pond.

4   Integrating with Pond

4.1   Pond Application Framework

You may only integrate with Pond using our Pond Application Framework. We will licence the framework to you on the terms of the Apache Licence, Version 2.0. In summary this licence lets you use and modify the framework in both object and source code, and lets you redistribute the framework provided you attribute us. The full terms of the licence can be viewed at www.apache.org/licenses/LICENSE-2.0. This licence only applies to the Pond Application Framework and not User Content (see clause 5).

4.2   New Versions

We may change the Pond Application Framework from time to time by posting a new version on the Pond Application Framework download page of the Pond Website, and will let you know by email when the change is available. We will try to ensure that future versions of the Pond Application Framework are backwards compatible with at least the most recent previous version, but we can't guarantee that this will always be possible. In order to continue using Pond Integration, you may need to adopt the latest version of the Pond Application Framework.

5   Protecting User Content

This section explains what you can do with User Content that you obtain from Pond or is provided to Your App by Pond Users.

5.1   Ownership of User Content

You do not own the User Content of any third party. You must not:
- claim or attempt to claim ownership of any such User Content;
- misrepresent yourself or Your App as being the source of any such User Content; or
- attempt to collect, store, use, distribute, license or exploit any such User Content, or permit anyone else to do so, other than as permitted in clause 5.2 (Using User Content) or with the permission of the owner.

5.2   Using User Content

Licence from Us

For so long as you are complying with these terms, we give you the right to display User Content in Your App, and store the displayed User Content in your systems, strictly accordance with clause 6.4 (Caching and Displaying User Content). We don't give you any other rights in relation to User Content. We give these rights to you (and your contractors while acting on your behalf) on a non-exclusive, non-sub-licensable, revocable basis.

Licence from Pond Users

Pond Users may specify the additional licence terms (e.g. Creative Commons or bespoke licences) that apply to User Content that they upload. If Pond indicates that additional licence terms apply to particular User Content, you may only use that User Content in accordance with those additional licence terms. This licence is granted by the Pond User who uploaded the User Content, not by us, and we do not verify that the Pond User is the rights holder.

5.3 Using Personal Information

You must have a privacy policy that explains how you collect, store, process, transfer and use any personal information (as defined in the Privacy Act 1993) in the User Content that you obtain through Pond Integration (either separately or together with other personal information you hold). Your privacy policy should adopt standards that are consistent with our Privacy Policy. You must ensure that you comply with your privacy policy and the Privacy Act 1993 at all times. In addition, your use of email addresses that Pond Users have chosen to share in Pond must comply with anti-spam laws, i.e. the Unsolicited Electronic Messages Act 2007.

5.4 Infringing User Content

If you receive any claim that User Content infringes any third party's rights, please notify us promptly. We are not responsible for User Content. You agree that:

- Pond Users are solely responsible for User Content that they upload, post or distribute to, on or through the Pond Ecosystem;
- we cannot and do not review User Content and we have no obligation, and do not undertake or assume any duty, to monitor Pond for User Content that is inappropriate, that does or might infringe any third party rights, or has otherwise been uploaded in breach of the Pond Product Terms or applicable law; and
- the availability of User Content on Pond and over Pond Integration is a matter controlled by the relevant Uploader, and not by us (subject to the removal of any item of User Content by us in response to any reports of copyright infringement made against the Uploader).

6 Managing Your App

6.1 Attribution

You must place the following notice prominently on the "legal", "help", "about" or similar page of Your App:

> *This product uses Pond Integration but is not endorsed or certified by The Network for Learning Limited.*

6.2 Uploading to Pond

Where Your App allows users to create User Content, you need to take all reasonable steps to ensure that any such User Content is created and uploaded in accordance with the Pond Product Terms.

If Your App allows the upload of User Content, then each Pond User must be able to authenticate and upload User Content from his/her own Pond account. If Your App allows the management of Pond User Profiles then each Pond User must be able to authenticate and do so from his/her own Pond account

You must not use Pond Integration to upload or modify User Content, add followers, like content or make comments on behalf of a Pond User, unless those actions are specifically and deliberately initiated by the user via an authenticated use of Your App.

6.3 Downloading from Pond

You must
- adhere to rate restrictions on Pond Integration calls - such rate limits may be added or changed in the future at our discretion;

- not retrieve data from Pond that is not required for the operation of Your App;
- not harvest data from Pond and on-sell it or re-use it outside of Your App for any purpose;
- not cache or store any Pond data other than for reasonable periods in order to deliver Your App's functionality.

If any Pond User changes their settings with respect to any item of User Content (for example, by removing that item of User Content from Pond, or by deactivating or removing their Pond account.), you must ensure that Your App reflects and respects such changes as soon as reasonably possible.

Unless otherwise permitted by applicable law and/or agreed with the relevant Pond User you must ensure that all User Content that has been removed from Pond or becomes inaccessible due to security settings is deleted from caches as soon as reasonably possible.

If you stop using Pond Integration altogether or if your access is revoked, you'll need to delete all User Content in the same way.

6.4   Caching and Displaying User Content

Your App must not be specifically designed to cache or download any User Content except as specifically permitted under these terms. Your App may employ session-based caching, but only:
- to the extent reasonably necessary for the operation of Your App;
- if you use all reasonable endeavours to ensure the cached information is current; and
- if you don't permit usage of Pond in periods that it is offline.

When displaying User Content, you must ensure that Your App:
- credits the Uploader as the uploader of that User Content;
- credits Pond as the source of that User Content; and
- includes (in the case of web pages and mobile web pages) clearly visible links from the relevant User Content within Your App to the URL for the relevant User Content on the Pond Website.

You must:
- Insert into each page that displays User Content from Pond Integration:
    ○ an easy way for Pond Users to return to Pond if they wish; and
    ○ a way of showing Pond Users that they're are interacting with Pond, using one of the methods that we specify on the Pond Application Framework download page on the Pond Website.
- Not display more than 30 items of user content per page or page equivalent in Your App.

6.5   Security

You must:
- Only use the licence key for the application for which it was issued by us.
- Not provide access to your licence key (which provides access to Pond Integration).
- Not impersonate any Pond User, or to misrepresent your relationship with any Pond User.
- Not circumvent any Digital Rights Management protection measures applied to User Content.
- In the event of any breach of security involving Pond Integration or any User Content, you must notify us immediately via support@pond.co.nz and work diligently to remedy such security breach as soon as practicable. You shall not make any public statement regarding

any such security breach without our prior written approval.

- Not use Pond Integration to violate, circumvent or attempt to violate or circumvent any data security measures employed by us or any Uploader; access or attempt to access data or materials which are not intended for your use; log into, or attempt to log into, a server or account which you are not authorised to access; attempt to scan or test the vulnerability of our servers, system or network or attempt to breach our data security or authentication procedures; attempt to interfere with the Pond Ecosystem (or any part thereof) by any means including, without limitation, hacking our servers or systems, submitting a virus, overloading, mail-bombing or crashing.
- Not use Pond Integration:
  - for any application that distributes, constitutes, promotes or is used in connection with spyware, adware, other malicious programs or code; or
  - for any purpose which does or might overburden, impair or disrupt the servers or networks of Pond or other applications using Pond Integration.

6.6   General Restrictions

You must:
- Not charge anyone specifically for accessing Pond or User Content via Your App, but you are free to charge for Your App.
- Not impose any terms on users of Your App that are inconsistent with these Product Terms or the Pond Product Terms.
- Not use Pond Integration for any application that replicates or attempts to replace the essential user experience of Pond.
- Not use Pond Integration to violate, misappropriate or infringe any copyright, trademark rights, rights of privacy or publicity, confidential information or any other right of any third party. You must not use Pond Integration to permit, encourage, solicit or facilitate anyone else (for example, users of Your App) to do any of these things.
- Not alter or remove any trademark, copyright or other proprietary or legal notices contained in, or appearing on, Pond, any User Content and/or any documentation relating to Pond Integration.

6.7   Using our Brand Features

The use of our name, logos and other Brand Features is restricted by clause 8.5 (No use of our brand) of the Pond Product Terms. The following provisions apply notwithstanding that clause.
- **Names.** You may use the names "**N4L**", "**Network for Learning**" and "**Pond**" in a written description of Your App in order to describe the fact that Your App connects to Pond via Pond Integration, however, you must not use those names in any way that suggests, directly or indirectly, that we own or endorse Your App in any way. This right is non-exclusive, non-transferable, and non-sublicenseable, and may be revoked by us at any time on notice.
- **Logos.** You must not use any of our N4L or Pond related logos or brand features without our specific permission under the Pond Product Terms.
- **Derivatives.** You must not use the word "Pond", or any obvious derivation or misspelling of it (for example, "Ponding"):
  - as the name or part of the name of Your App;
  - as part of any logo, icon or branding for Your App; or
  - in the name of any domain from which you operate Your App.

If we amend or update any of our names or logos we may require you to use the updated

versions, and you must commence using those updated versions in place of the previous versions promptly following any notification from us to that effect (and in the case of Your App, with effect from your next version release).

7   Obtaining Support

If Pond Integration isn't performing as expected, support can be contacted 8:00am – 5:00pm on Business Days by contacting our helpdesk (see our website for details). We will use reasonable endeavours to fix reported faults in the most current version of Pond Integration. Faults in older versions may be fixed at our discretion.

8   General

8.1   Press and Publicity

You must not issue any press release or similar public announcement regarding Your App that makes any reference to Pond (except as permitted in clauses 6.1 and 6.7 above) without our prior written consent.

If we choose to feature Your App in Pond (which we don't guarantee to do), you agree that we may use the name of your company and/or the name and logo of Your App for this purpose. We may also use your company and app name and logo in presentations, reports, case studies, marketing materials and similar documentation for as long as you make use of Pond Integration.

8.2   Termination

You can stop using Pond Integration at any time by removing the Pond Application Framework from Your Application and this will terminate these Product Terms.

If we have reason to believe that you are breaching these Product Terms or the Pond Product Terms, or if we object to your use of Pond Integration for any other reason, we will revoke your access to Pond Integration by disabling your licence key which will terminate these Product Terms. Any attempt to circumvent this and obtain a new licence key is strictly prohibited.

8.3   Our Liability to You

Clause 7 (Liability) of the General Terms do not apply to these Product Terms. Instead:

- You agree that your use of Pond Integration is for the purposes of a business (in terms of the Consumers Guarantees Act 1993) and that the provisions of that Act do not apply to your use of Pond Integration.
- To the maximum extent permitted by law, we and our employees, agents, consultants, directors, shareholders, and any other person or entity that directly or indirectly controls us, have no direct or indirect liability of any kind to you or any third party for any claim under or in connection with these terms or relating to Pond or the Pond Ecosystem.
- To the extent the above limitation is ineffective, our total liability (however arising, including in negligence) to you and all third parties (in aggregate) for each act or omission under or in connection with these terms or relating to Pond or the Pond Ecosystem (and all related acts and omissions) is limited to $100.