



Kenton County School District | It's about ALL kids.

# Issue Paper

**DATE:**  
July 20, 2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Fort Wright is seeking to approve the ability to utilize the interactive learning Seesaw Learning platform to improve student achievement.

**APPLICABLE BOARD POLICY:**

01.1 – Legal Status of the Board

**HISTORY/BACKGROUND:**

Seesaw is an online platform that offers an interactive learning platform for PreK-5 to allow students to use multimodal tools to fully express their learning. Seesaw is a research-based curriculum that supports the vision of all students reaching proficiency. Seesaw will be utilized by all students and will be monitored through weekly formative assessment data in reading and math.

**FISCAL/BUDGETARY IMPACT:**

\$0

**RECOMMENDATION:**


Approval to Fort Wright is seeking to approve the ability to utilize the interactive learning Seesaw Learning platform to improve student achievement.

**CONTACT PERSON:**

Tina Wartman, Principal

  
Principal/Administrator

  
District Administrator

  
Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.*



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THE KENTON COUNTY BOARD OF EDUCATION
1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017
TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531
WEBSITE: www.kenton.kyschools.us
Dr. Henry Webb, Superintendent of Schools

VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
b) A Social Security number;
c) A taxpayer identification number that incorporates a Social Security number;
d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
e) A passport number or other identification number issued by the United States government; or
f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within ~~twenty-four (24)~~ <sup>seventy-two (72)</sup> hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

### Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

### Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, ~~immediately and within twenty-four (24)~~ <sup>seventy-two (72)</sup> hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Seesaw Learning, Inc.

Vendor Name

548 Market St PMB 98963 San Francisco, California 94104-5401

Vendor Address

415-870-4468

Vendor Telephone

megan@seesaw.me

Vendor Email Address

DocuSigned by:

Megan Bradley

00E21D77E584E0

Signature by Vendor's Authorized Representative

Megan Bradley

Print Name

7/18/2022

Date



# Terms of Service

English | [German](#) | [French](#) | [Spanish](#) | [Dutch](#) | [Italian](#)

*Effective October 18, 2021 | Last Updated October 18, 2021*

## 1. INTRODUCTION

### **Welcome to Seesaw!**

We are Seesaw Learning, Inc. (“Seesaw”, “we”, “us”, “our”). Seesaw’s mission is to create an environment where students can be their best. To accomplish this goal, it is essential that our learning platform, Seesaw, is a safe place for students to document their learning, and that parents or guardians, teachers, and school administrators are in control over how that information is shared.

This Terms of Service (these “Terms”) governs your use of our websites located at seesaw.me (the “Site”), and the Seesaw mobile application (the “App”), and our learning services accessible via the Site and App, (collectively “the Services”). Our [Privacy Policy](#) and [Copyright & Intellectual Property Policy](#) are incorporated into these Terms.

By using the Services, you agree to be bound by these Terms. If you don’t agree with these Terms, you cannot use the Services.

If you are the parent or legal guardian of a child who is under the age when they legally enter into a contract or grant consent to processing of personal information, then, by using the Services, you also accept these Terms on your



You can contact us anytime with questions about this policy at [help@seesaw.me](mailto:help@seesaw.me).

**IMPORTANT NOTICE REGARDING ARBITRATION FOR U.S. CUSTOMERS: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND SEESAW THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 24 (“WE BOTH AGREE TO ARBITRATE”) BELOW FOR DETAILS REGARDING ARBITRATION.**

## **2. CHANGES TO THESE TERMS**

We may update the Terms from time to time at our sole discretion. If we do, we'll let you know by posting the updated Terms on the Site, to the App, and/or may also send other communications. It is important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Services anymore. Because our Services are evolving over time, we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

## **3. PRIVACY**

Seesaw takes protecting your security and privacy seriously and we've put a number of measures in place to protect the integrity of your information. For more information, see our [Privacy Policy](#). Residents of the European Union, UK, and Switzerland may review our additional privacy commitments pursuant to the [GDPR](https://web.seesaw.me/gdpr), located at <https://web.seesaw.me/gdpr>.



imposes additional obligations on Seesaw with respect to how we process and handle data from teachers, students and other users associated with that school or school district. For schools or school districts located in the European Union, UK, and Switzerland who agree to these Terms, unless otherwise agreed in writing between Seesaw and the applicable schools or school district, Seesaw's standard [Data Processing Agreement](#) applies and is incorporated into these Terms solely with respect to those schools or school districts located in the EU, UK, or Switzerland.

## 4. CONSENT REQUIREMENTS FOR CHILDREN

The Children's Online Privacy and Protection Act ("COPPA") requires that online service providers provide notice and obtain parental consent before they knowingly collect personally identifiable information online from children younger than 13 in the United States. Seesaw requires teachers, schools, or districts to obtain advance consent from parents or guardians whose children under 13 will be using the Services.

There are a number of methods teachers, schools, or districts can use to satisfy this requirement:

- Get consent as part of a school-wide technology consent process you may already have in place.
- Use our [sample consent form](#) - but please note that this is an example only and does not constitute legal advice.
- Agree to act as the parent's agent, and provide consent on their behalf to use Seesaw solely in the educational context as provided by the FTC. [Learn More.](#)



the legally binding consent of the parent or legal guardian of each such child. In addition, you should consult with your school or district to ensure that you obtain proper consent to use the Services in the classroom consistent with your school's or district's policies. See also Section 5 ("Creating a Teacher Account or Class") below. If you are aware that Seesaw is collecting information from a student without parental consent, please contact us immediately at [help@seesaw.me](mailto:help@seesaw.me).

Schools and districts located in the EU, UK, and Switzerland should review the terms of the [Data Processing Agreement](#) for consent requirements under the GDPR.

## **5. CREATING A TEACHER ACCOUNT OR CLASS**

Only teachers or school administrators are permitted to create a class on the Services. Once the class is created, teachers can invite students, additional faculty, parents, and guardians to the class. Teachers control who can upload, view, comment on, and share student work and they can change these permissions at any time.

When you create a Seesaw class, you represent and warrant that:

- Any students you add to your class are current students in your class.
- Any additional teachers you add to your class are authorized by your school to access Student Data (as defined in Section 10 below).
- You will use Seesaw only for lawful purposes and you will abide by applicable laws and school and school district policies.
- You will treat Seesaw as an extension of the classroom and take reasonable steps to confirm that students are using Seesaw appropriately.





view student journals and upload their contact information only with their prior consent.

- You will protect your class QR code so that access to student journals and class journals is limited only to invited students and Family Members.

## **6. CREATING A FAMILY MEMBER ACCOUNT**

Teachers can authorize Family Members to view information in their child's journal. By using the Services, you agree that you are the parent or legal guardian of the student and are permitted to have contact with the student.

As a Family Member, you will only be able to access journal entries in which your student has been tagged. Family Members of other children may be able to access your child's work if your child is tagged in a journal entry with their child, such as when your child collaborates with other students on a group project.

## **7. CREATING A STUDENT ACCOUNT**

Students may use Seesaw only if their parent or legal guardian has given permission to their teacher or school. You agree to use the Services only if you have been given a Join Code or have otherwise been invited to use the Services by your teacher.

The Services are an extension of the classroom. As a Student, you agree to use the Services in a manner that is appropriate to the classroom. You also agree to use the Services only for lawful purposes and you will abide by applicable laws, school and school district policies.



choose to publish activities they create to the public Community Activity Library or an Activity Library managed by their school or district. If you publish your activity to the Activity Library, you agree that:

- You are the copyright holder, you have the consent of the copyright holder, or you have a valid legal basis (for example, fair use) for posting any content you submit to the Services.
- You have secured permission to share the personal information of any person included in your activity.

Any activities you submit are yours - not Seesaw's. By publishing your activity to the Community Activity Library you understand that:

- Your activity will be publicly accessible unless you choose to remove it.
- Your name and other activities you publish to the Library will be visible as part of your Activity Author Profile.
- For as long as your activity is published to the Library, your activity may be shared by Seesaw (for example on our website or in an email) and by teachers using the Services. Teachers using the Services may also modify your activity and re-share it with their students or other teachers.
- If you remove your activity from the Library, prior copies of your activity or modified versions of your activity may still exist in other teachers' accounts and will not be removed.

Student responses to activities are **not** shared in the Activity Library.

## **9. CONSENT TO RECEIVE COMMUNICATIONS**

By signing up for the Services, you agree to receive communications from Seesaw, including text (SMS), email, and/or push notifications. If a teacher or



numbers from or send SMS messages to students. By signing up for the Services and providing your phone number either directly to Seesaw or to your student's school or district, you agree to receive communications from Seesaw as well as other Seesaw users, and you represent and warrant that every person whose contact information you provide to us has also consented in advance to receive communications from you and Seesaw. Seesaw is not responsible for your receipt of, or failure to receive any messages, or for messages sent erroneously or with incorrect information. Seesaw is not responsible for your or someone else's action or failure to take action due to the receipt of any messages. If you make changes to your contact information, you are responsible for updating your Account Settings and informing your student's school or district.

You can opt-out of notifications at any time. Text "STOP" in reply to any SMS message from Seesaw to unsubscribe. Text "HELP" for instructions on how to use our service. Message frequency varies. Message and data rates may apply. You can also opt-out of notifications in your Account Settings.

You can also opt-out of marketing communications from us at any time. If you opt-out of marketing communications, you may still receive communications that are necessary for the Services or otherwise exempt from anti-spam laws. By opting out of communications from Seesaw, you acknowledge that this may impact your use of the Services.

## **10. YOUR INTELLECTUAL PROPERTY**

Our Services may allow you to store or share content such as text (in posts or communications with others), files, documents, graphics, images, music, software, audio, and video. Anything (other than Feedback) that you post or otherwise make available through the Services is referred to as "User Content".



We do not claim any ownership rights to any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content. However, in order to provide our Services, we require certain limited rights to User Content. For example, when you upload your User Content, we must be able to store it and serve it back to you. Therefore, you grant Seesaw a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, publish, transmit, display, copy, process, adapt, modify, publicly perform, and distribute your User Content in connection with operating and providing the Services, but only how you specify and only within the context of the Services.

You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by us on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

## **11. SEESAW'S INTELLECTUAL PROPERTY**

All content on the Services that is not User Content, including but not limited to logos, trademarks, copyrights, domain names, or other distinctive brand features (collectively, "Seesaw Content") is protected by copyright, trademark, and other intellectual property laws and is the exclusive property of Seesaw and its licensors. We and our licensors grant you a limited, non-exclusive, non-transferable license to view, copy, and display Seesaw Content solely in connection with your permitted use of the Services. Any rights not expressly



## 12. COPYRIGHT POLICY

Seesaw respects copyright law and expects its users to do the same. It is Seesaw's policy to terminate in appropriate circumstances account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. To learn more about how Seesaw responds to allegations of copyright infringement, please review our [Copyright Policy](#).

## 13. THIRD-PARTY SERVICE PROVIDERS

The Services (including the App) may allow you to access third-party websites or other resources, for example when a teacher includes a link to an instructional YouTube video in an activity. We provide access only as a convenience and are not responsible for the content, products, or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party resources.

## 14. PROHIBITED ACTIVITIES

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any User Content that:
  - infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;



- is defamatory, obscene, pornographic, vulgar, or offensive;
  - promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group;
  - is violent or threatening or promotes violence or actions that are threatening to any person or entity;
  - promotes illegal or harmful activities or substances; or
  - is inappropriate for the classroom or violates applicable school or school district policies;
- Jeopardize the security of your account in any way, for example by allowing someone else access to your account or password;
  - Use, display, mirror, or frame the Services or any individual element within the Services, Seesaw's name, any Seesaw trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Seesaw's express written consent;
  - Access, tamper with, or use non-public areas of the Services, Seesaw's computer systems, or the technical delivery systems of Seesaw's providers;
  - Attempt to probe, scan or test the vulnerability of any Seesaw system or network or breach any security or authentication measures;
  - Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Seesaw or any of Seesaw's providers or any other third party (including another user) to protect the Services;
  - Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools, or the like) other than the software and/or search agents provided by Seesaw or other generally available third-party web browsers;



trademark, logo URL, or product name without Seesaw's express written consent;

- Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive, or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

We take measures to monitor, log, and block content that violates our policies. We are not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also



Seesaw does not guarantee the identity of any users you may interact with in the course of using the Services. In addition, Seesaw does not guarantee the authenticity of any information users provide about themselves.

## **15. ACCOUNT SUSPENSION AND TERMINATION**

Seesaw reserves the right to suspend or terminate accounts associated with users who engage in any of the prohibited activities described above or in any manner that otherwise violates these Terms or other policies. In addition, Seesaw reserves the right to terminate any account at any time for any reason without notice to you.

If you would like to delete your Seesaw account or delete your child's Seesaw account, follow [these steps](#) or contact [help@seesaw.me](mailto:help@seesaw.me). If you request that your account or any content submitted to Seesaw be deleted, Seesaw may still retain information as needed to provide customer support and prevent accidental deletion, or as required or permitted by law.

## **16. ACCOUNT TRANSFER**

If you've signed up as a teacher with a school-provided email address, and your school later signs up for a Seesaw school account, we may transfer your account to be under the management and control of your school. To protect Student Data, in certain limited circumstances (such as when a teacher leaves a school) we may transfer a class to a different teacher if we receive a properly authorized request from the relevant school.





accessed by the account holder for a period of more than one year. Seesaw will permanently delete an account that has not been accessed by the account holder for more than seven years, except where required to retain the information longer for legal or compliance purposes. Prior to permanently deleting an abandoned account, Seesaw will attempt to notify the account holder by email.

## 18. SUBSCRIPTIONS

Teachers have the option of purchasing a subscription ("Subscription") to use the Services.

a. General. If you purchase a Subscription (a "Transaction"), you expressly authorize us (or our third-party payment processor) to charge you for such Transaction. We may ask you to supply additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card, and your email and postal addresses for billing and notification (such information, "Payment Information"). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a Transaction, you authorize us to provide your Payment Information to third parties so we can complete your Transaction and charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information). By initiating a Transaction, you agree to the pricing, payment, and billing policies applicable to such fees and charges, as posted or otherwise communicated to you. All payments for Transactions are non-refundable and non-transferable except as expressly provided in these Terms.



("Subscription Fee"), at the beginning of your Subscription and each month or year thereafter, depending on the type of Subscription you have selected, at the then-current Subscription Fee. BY PURCHASING A SUBSCRIPTION, YOU AUTHORIZE SEESAW TO INITIATE RECURRING NON-REFUNDABLE PAYMENTS AS SET FORTH BELOW. If you purchase a Subscription, we (or our third-party payment processor) will automatically charge you each month or year, depending on the type of Subscription you have selected, using the Payment Information you have provided until you cancel your Subscription. No less than thirty (30) days and no more than sixty (60) days before your Subscription term ends, or otherwise in accordance with applicable law, Seesaw will send you a reminder email regarding your Subscription. By agreeing to these Terms and electing to purchase a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or Seesaw. Your Subscription continues until canceled by you or we terminate your access to or use of the Services or Subscription in accordance with these Terms.

c. Canceling Your Subscription. YOUR PURCHASE IS FINAL AND YOU WILL NOT BE ABLE TO CANCEL THE PURCHASE AND/OR RECEIVE A REFUND OF YOUR SUBSCRIPTION FEE AT ANY TIME. But if something unexpected happens in the course of completing a Transaction, we reserve the right to cancel your Transaction for any reason; if we cancel your Transaction we'll refund any payment you have already remitted to us for such Transaction. Without limiting the foregoing, you may cancel your Subscription at any time, but please note that such cancellation will be effective at the end of the then-current Subscription period. YOU WILL NOT RECEIVE A REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN-CURRENT SUBSCRIPTION PERIOD AT THE TIME OF CANCELLATION. To cancel, you can send an email to [AR@seesaw.me](mailto:AR@seesaw.me). You will be responsible for all Subscription Fees (plus any applicable taxes and other charges) incurred for the then-current



## **19. WARRANTY DISCLAIMERS**

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND ANY THIRD-PARTY SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONNECTION WITH THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SEESAW, AND ITS SUPPLIERS AND PARTNERS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. SEESAW AND ITS SUPPLIERS AND PARTNERS DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF HARMFUL COMPONENTS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT OR DEVICE, LOSS OF USE, OR LOSS OF DATA. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE SERVICES. NOTHING IN THIS SECTION IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

## **20. INDEMNITY**

You agree to indemnify and hold harmless Seesaw from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including attorneys' fees, arising out of or related to: (a) your use or misuse of Seesaw; (b) any violation of the rights of any other person or entity by you, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; or (c) your breach of any part of these Terms. Seesaw will attempt to provide you with



reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with Seesaw in our defense of these claims. You will not settle any claim that affects Seesaw or our affiliates without our prior written approval.

## **21. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SEESAW WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, GOODWILL OR OTHER INTANGIBLE LOSSES, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR: (A) YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY USER OR THIRD PARTY ON THE SERVICES; (C) UNAUTHORIZED ACCESS, USE, OR ALTERATIONS OF YOUR TRANSMISSIONS OR CONTENT; (D) ANY INFORMATION POSTED ON THE SERVICES; OR (E) SEESAW'S DECISION TO PUBLISH OR REMOVE ANY INFORMATION ON THE SERVICES; IN EACH CASE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SEESAW OR OUR SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT SHALL SEESAW'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR FROM THE USE OR INABILITY TO USE THE SERVICES EXCEED: (1) THE AMOUNTS YOU PAID TO ACCESS SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF YOUR CLAIM, OR (2) ONE HUNDRED U.S. DOLLARS, WHICHEVER IS GREATER.



these Terms is found to have failed of its essential purpose.

## **22. GOVERNING LAW AND DISPUTES**

These Terms and any action related thereto will be governed by the laws of the State of California, without regard to its conflicts of law provisions. Except as otherwise expressly set forth in Section 23 (“Informal Dispute Resolution”) and Section 24 (“We Both Agree to Arbitrate”) below, the exclusive jurisdiction for any and all disputes, claims, or controversies arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “Disputes”) that you and Seesaw are not required to arbitrate will be the state and federal courts located in San Francisco County, California, and you and Seesaw each waive any objection to jurisdiction and venue in such courts.

## **23. INFORMAL DISPUTE RESOLUTION**

We want to address your concerns without litigation or other formal proceedings. Before filing a claim against Seesaw, you agree to try to resolve the Dispute informally by contacting [privacy@seesaw.me](mailto:privacy@seesaw.me) and providing us with reasonably detailed information concerning your issue. We will try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 15 days after submission, you or Seesaw may bring a formal proceeding in accordance with these Terms.

## **WE BOTH AGREE TO ARBITRATE**



be resolved **solely by binding, individual arbitration and not in a class, representative, or consolidated action or proceeding.** You and Seesaw agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms and that you and Seesaw are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

b. Exceptions. As limited exceptions to Section 24(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

c. Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org). Any arbitration hearings will take place in the county (or parish) where you live unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of this arbitration agreement.

d. Arbitration Costs. Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If

e. Injunctive and Declaratory Relief. Except as provided in Section 24(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

f. Class Action Waiver. **YOU AND SEESAW AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Section 24 ("We Both Agree to Arbitrate") shall be null and void.

g. Severability. Except as expressly stated in Section 24(f) of these Terms ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of this Section 24 ("We Both Agree to Arbitrate") is invalid or unenforceable, the other parts of this Section 24 will still apply



## **26. ENTIRE AGREEMENT**

These Terms (and any other policies we refer to in this document) make up the entire agreement between you and Seesaw Learning, Inc., and supersede any prior agreement. If any part of these Terms are found to be unenforceable by a court or arbitrator, the remaining parts will remain in full force and effect. If Seesaw fails to enforce any part of these Terms, such a failure does not constitute a waiver. Except as expressly stated in Section 24(f) of these Terms (“Class Action Waiver”), if any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Seesaw’s prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Seesaw may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

## **27. CONTACT INFORMATION**

Seesaw Learning, Inc.

180 Montgomery St, Suite 750

San Francisco, CA 94104

[@seesaw.me](mailto:@seesaw.me)



Company	Product	Solutions	Training	Community
About Us	Seesaw for Schools	Computer Science	Help Center	PLCs
Jobs	Try Seesaw	Summer Learning	Free Training	Seesaw Stars
Contact	Lessons	Family Engagement	Expert-Led PD	Store
Privacy Policy	Canvas Integration	IB Portfolios	Implementation	
Legal Center	Google Classroom	Conferences	Tips for Administrators	
Terms of Service	Integration	English Language Learners		
Report a Vulnerability	Success Stories	Remote Learning		
	Pricing			