



| It's about ALL kids.

## Issue Paper

**DATE:**

07/12/2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve The sales contract with Conjuguemos / Yegros Educational LLC for a 12 month subscription to the Conjuguemos for four(4) teachers in Simon Kenton's World Language Department.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

Conjuguemos is a web based program where students interact with games and activities to develop foreign language skills. This product will allow for the students in the classes of 4 world language teachers to interact with the program.

**FISCAL/BUDGETARY IMPACT:**

\$55.00 - School Allocation

**RECOMMENDATION:**

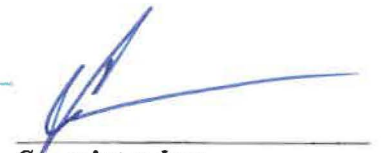
Approval to purchase the subscription for 1 year for the Conjuguemos product for 4 teachers at Simon Kenton High School.

**CONTACT PERSON:**

Jeffrey Bonlander, Christina Warner, Craig Reinhart

  
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.*

# Quote

Purchase Order: TBD  
Jul 17, 2023

BILL FROM	Conjuguemos	BILL TO	Simon Kenton High School
	PO Box 86		11132 Madison Pike Independence, KY 41051
	Newton, MA 02456		
	Tax ID: 27-2678821		
	P: (617) 209-9465	ACCOUNT	School
	F: (617) 855-6655		Account ID:1228
	support@conjuguemos.com		

DESCRIPTION	QTY	RATE	TOTAL
Base fee for PREMIUM access for school account (1 campus) This fee covers a license from Aug 9, 2023 to Aug 9, 2024	1	\$45	\$45
Teacher accounts	2	\$5	\$10
SUBTOTAL			\$55.00
TAX			\$0.00
TOTAL AMOUNT			\$55.00

- PAYMENT OPTIONS
- CHECK:** Mail a check along with this invoice. Be sure to include your school account number (1228) with the check
  - PURCHASE ORDER:** Send us your PO number to get immediate premium access. You can send your purchase order via email to: [support@conjuguemos.com](mailto:support@conjuguemos.com)
  - CREDIT CARD:**

Payment Method



**Addendum to  
the Gimkit Terms of Service Effective Date April 4, 2022 between  
the Kenton County Board of Education, Conjuguemos and Yegros Educational LLC.**

**WHEREAS**, the Kenton County Board of Education ("KCBOE"), and Yegros Educational LLC. ("Conjuguemos") are parties to a Service Agreement composed of Conjuguemos and Yegros Educational LLC's Terms of Service, accessible at <https://conjuguemos.com/terms>. The KCBOE, Conjuguemos and Yegros Educational LLC's may be individually referred to as the "Party" or collectively referred to as the "Parties."

**WHEREAS**, the Parties agree to modify the terms contained in the Terms of Service, pursuant to the terms and conditions of this Addendum.

**WHEREAS**, all additions made herein shall be valid as if part of the Conjuguemos and Yegros Educational LLC's Terms of Service.

**NOW, THEREFORE**, the amendments are as follows:

*Dispute Resolution Subsection E should now read as:*

\*(E) Fees: in the event that you commence arbitration in accordance with these Terms of Service, the Company will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in Kenton County, Kentucky, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits."

*Dispute Resolution Subsection G should now read as:*

\*(G) Enforceability: if only Subsection F of this Section or the entirety of this Section is found to be unenforceable, then the entirety of this Section shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue of Covington, Kentucky shall govern any action arising out of or related to these Terms of Service."

**Kenton County Board of Education:**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Yegros Educational, LLC.:**

Signed:                     

Name: Alejandro Yegros

Title: Manager

Date: 9 19 22



**Last updated 9/3/2022**

The following are the terms and conditions ("Terms of Service") that define the relationship between Yegros Educational LLC. (operating as "Company," "Conjuguemos," "we," or "us") and you, and govern your use of Yegros Educational LLC's Services. The term "you" shall refer to the individual end-user or, where applicable, to the company, institution or other legal entity utilizing the Services. If you have any questions or concerns about these Terms of Service or how we protect our community, please contact us at [support@conjuguemos.com](mailto:support@conjuguemos.com). If you are a direct competitor of Conjuguemos, you may not access the Services except with our prior written consent. Unless expressly conceded in writing, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

## **Agreeing to Our Terms**

Thank you for your interest in Yegros Educational LLC, which owns and operates the service Conjuguemos, offered on <https://conjuguemos.com> ("Conjuguemos Website") and any associated applications ("Conjuguemos Apps") or products and services (e.g. the "Conjuguemos Blog") that the Company may provide now or in the future (collectively, the "Service" or "Services").

When using the Service, you will also be subject to the [Conjuguemos Privacy Policy](#) and any published guidelines, policies or rules applicable to our website or apps, which may be posted at any time (collectively the "Guidelines"). These Terms of Service and our Privacy Policy, including any other Guidelines and future modifications (collectively, the "Agreement"), govern your use of the Service and are a legal contract between you and Conjuguemos. By signing up for an account on, or otherwise accessing or using the Conjuguemos Service, you acknowledge that you have read and agree to be bound by this Agreement. If you are using the Service on behalf of a school, institution, company or organization that has a separate written agreement with Conjuguemos, that agreement shall govern your use of the Service, and all matters not

covered by said agreement will supplemented by and subject to our Terms of Service and Privacy Policy and related Guidelines.

If you are entering into this Agreement on behalf of a company, institution or other legal entity, you acknowledge that you have the authority to bind said entity to these terms and conditions, in which case the terms "you," "your" or "Member" shall refer to said entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service, and Conjuguemos shall not be responsible for any use you make of the Service without the pertinent authorization.

EDUCATIONAL INSTITUTIONS UTILIZING THE SERVICE ARE RESPONSIBLE FOR MONITORING THE RIGHTS AND INTERESTS OF THEIR STUDENTS AND MUST THEREFORE TAKE SPECIAL CARE IN THE REVIEW OF THIS AGREEMENT. EDUCATIONAL INSTITUTIONS SHALL BE RESPONSIBLE FOR OBTAINING, WHERE APPLICABLE, PERTINENT CONSENT FROM PARENTS, LEGAL GUARDIANS OR ELIGIBLE STUDENTS PRIOR TO UTILIZING THE SERVICE. CONJUGUEMOS SHALL NOT BE RESPONSIBLE FOR ANY NEGLIGENCE OF THE EDUCATIONAL INSTITUTION IN THE REVIEW OF THIS AGREEMENT OR THE OBTAINMENT, WHERE APPLICABLE, OF THE NECESSARY PARENTAL CONSENT.

## **Privacy**

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to help you understand our policies. Please read our [Conjuguemos Privacy Policy](#), which explains how we treat your personal information and protect your privacy when you use our Service. By using our Service, you agree that Conjuguemos can use such data in accordance with our Privacy Policy.

## **Sign-up and Security**

As a condition to using the Service, you may be required to create an account with Conjuguemos and select a password and username or provide additional contact information.

You may not select or use the name of another person with the intent to impersonate that person. You will not provide any false information or create an account for anyone other than yourself without permission. We reserve the right to refuse to create an account or to delete an account at our discretion. You shall be responsible for



maintaining the confidentiality of your password and will not share your account with anyone or let anyone else access your account. You may not transfer your account to anyone without the express prior written consent from Conjuguemos. You affirm, acknowledge and pledge that all the information you submit when creating an account is truthful and accurate.

## **Using the Service**

Subject to the terms and conditions set forth in the Agreement, Conjuguemos gives you permission to access and use the Service that you select through the applicable sign-up process. The Service is available for your personal, non-commercial use.

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether if, for example, you do not comply with this Agreement or if we are investigating suspected misconduct. You can stop using our Service at any time, although we will be sorry to see you go.

Access to and use of the Service itself is currently available both at free and paid tiers. Additionally, the right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any exist.

## **Your Pledge**

You affirm, acknowledge and agree that you will not provide any User Submissions (activities or sets you create using the Service) or otherwise use the Service in a manner that (i) infringes, violates or misuses another's intellectual property rights, rights of publicity or privacy, or other rights; (ii) violates any international, federal, state or local law, statute, ordinance or regulation or which would render the Company in violation of any applicable laws or regulations (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account in any way, such as allowing someone else access to your account or password; or (v) is otherwise in breach of the terms and conditions outlined in this Agreement. Additionally, you affirm, acknowledge and agree that you possess all the rights necessary to provide your User Submissions and grant the Company the above rights.

## **Your Teacher Created Content**

In the course of using the Service, you and other users may provide or post certain vocabulary lists or other types of content which Conjuguemos may use in connection with the Service and which may be visible to certain other users ("User Submissions" "User Sets"). Additionally, when the Service is utilized by an educational institution managing student "Educational Records," some User Submissions may be deemed part of said education records (as defined in the "FERPA and Student Data" section below). Conjuguemos retains ownership rights over User Submissions.

## **Ownership of Conjuguemos Teacher Accounts**

Your account belongs to you, regardless of the email address you used when signing up for the Services. However, please keep in mind that if your educational institution, organization or company disables your email address and you're not able to log in, we won't be able to recover your account.

Additionally, if you utilize the Service through a Premium license acquired by another party for you to use (e.g., bought by your school for teaching purposes), the party paying for such feature has the right to control access to and get reports on your use of such paid feature. They may also have the right to request for your account to be deleted.

## **Additional Terms by User Types**

### **Students**

If you are a student accessing the Service at the invitation of a teacher or other school official, the following terms apply to you:

- Subject to our Privacy Policy, we request minimal personal information to be provided from students to enable use of the Service. If you are a student, please do not provide any personal information about yourself to us, other than what we request from you when you sign up for the Service.
- The Children's Online Privacy Protection Act ("COPPA") prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without verifiable parental consent or notice as applicable ("Consent"). Conjuguemos only collects, uses, shares, and retains personal student information for purposes for which we were authorized by the educational institution/agency and teacher.



## Teachers

If you are a teacher, aide, trainer or other similar personnel accessing the Service on your own behalf, or on behalf of an educational institution, company or organization (the "Institution"), the following terms apply to you:

- You understand and acknowledge that COPPA prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without Consent, and you understand that we only collect, use, share and retain student personal information for purposes for which we were authorized by the educational institution/agency or teacher.
- You acknowledge and agree that you have school consent to allow children under 13 years of age to use the Service. Access to the Service is limited to those student users from whom school personnel has received, where mandatory per applicable laws, valid Consent forms and complies with all parental requests regarding the collection, use and disclosure of such child's information. School personnel or the educational institution are responsible for providing parental consent forms to the parents of potential student users, for confirming receipt of valid consent forms for each child before granting the student access to the Service, and for retaining such consent forms on file. If a user's parent does not consent or rescind such School Consent, school personnel or the educational institution shall immediately notify Conjuguemos to discontinue that student's access to the Service and ensure that such student's information is no longer accessible through the Services.
- You agree, as applicable, that you are acting on behalf of (or have permission from) your Institution to enter into this Agreement and to use the Service as part of your curriculum.
- You agree that you are responsible for maintaining and monitoring the accuracy of the list of students for each of your classes. By way of example, you will only retain students in your classroom as long as it is reasonably needed for their educational development.
- You acknowledge and agree that, in order to guarantee the privacy and security of your students' data and provide them with the best possible experience through the Conjuguemos Apps, you will make sure your students use the latest versions available in the Play and Apple Store.

ONLY PERSONNEL WHO ARE CURRENT EMPLOYEES OF THE INSTITUTION MAY USE THE SERVICE ON THE INSTITUTION'S BEHALF. UPON TERMINATION OF A TEACHER, AIDE, TRAINER, OR OTHER STAFF MEMBER'S EMPLOYMENT WITH THE INSTITUTION, SUCH INDIVIDUAL MUST RETURN AND CEASE USING ALL LOGIN DETAILS AND STUDENT ACCESS HE OR SHE HAS IN HIS OR HER POSSESSION. CONJUGUEMOS SHALL NOT BE RESPONSIBLE FOR THE MISUSE OF THE SERVICE BY INSTITUTION PERSONNEL AND SHALL NOT BE HELD ACCOUNTABLE FOR TEACHERS, AIDES, TRAINERS, OR OTHER STAFF MEMBERS OF THE INSTITUTION NOT RETURNING STUDENT EDUCATION

RECORDS, AND/OR NOT RETURNING AND CEASING TO USE ALL LOGIN DETAILS AND STUDENT ACCESS THEY HAVE IN THEIR POSSESSION, UPON TERMINATION OF THEIR EMPLOYMENT AGREEMENT WITH THE INSTITUTION.

## **Co-Teaching**

ANY DISPUTES ARISING BETWEEN THE TEACHERS PARTICIPATING IN THE CO-TEACHING CLASS SHALL BE RESOLVED EITHER AMONG THEMSELVES, OR WITH THE INTERVENTION OF THEIR EDUCATIONAL INSTITUTION, COMPANY OR ORGANIZATION. CONJUGUEMOS WILL NOT INTERVENE IN SUCH CONFLICTS AND SHALL NOT BE HELD LIABLE FOR ANY MISCONDUCT OF THE TEACHERS PARTICIPATING IN THE CO-TEACHING CLASS.

WHEN SETTING UP A CO-TEACHING CLASS WITHIN THE SERVICE, YOU AND THE OTHER PARTICIPATING CO-TEACHER(S) AGREE TO BE EQUALLY AND EXCLUSIVELY RESPONSIBLE AND ACCOUNTABLE FOR THE CLASS AND ITS MANAGEMENT, AS SET FORTH IN THE "CO-TEACHING" SECTION OF OUR PRIVACY POLICY.

## **FERPA and Student Data**

Certain information that may be provided to Conjuguemos by school personnel that is directly related to a student and maintained by an educational institution, may be considered an education record ("Education Record") under the Family Educational Rights and Privacy Act ("FERPA"). Additionally, certain information, provided to Conjuguemos by school personnel about a student, such as student name and grade level, may be considered directory information under FERPA ("Directory Information") and thus not an Education Record. A school may not generally disclose personally identifiable information from a student's education records to a third party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA ("FERPA Exemption(s)"), including the exemption for Directory Information ("Directory Information Exemption") or disclosure to school officials with a legitimate educational interest ("School Official Exemption").

As school personnel or the Institution providing Directory Information or any Education Record to Conjuguemos, you acknowledge, affirm and pledge to Conjuguemos, as applicable, that your Institution has:



- complied with the Directory Information Exemption, including, without limitation, informing parents and eligible students what information the Institution deems to be directory information and allow parents and eligible students a reasonable amount of time to request that schools do not disclose directory information about them; and/or
- complied with the School Official Exemption, including, without limitation, informing parents in their annual notification of FERPA rights that the Institution defines "school official" to include service providers and defines "legitimate educational interest" to include services such as the type provided by Conjuguemos; or
- obtained all necessary parental or eligible student written consent to share the Directory Information and Education Records with the Company, in each case, solely to enable the Company's operation of the Service.

Conjuguemos will never share Education Records with third parties except (i) as directed by an Conjuguemos user (i.e., teacher sharing with another teacher or parent); or (ii) to our service providers that are necessary for us to provide the Service, as stated in our Privacy Policy. Education Records are never used or disclosed for third-party advertising or any kind of first- or third-party behaviorally-targeted advertising to students or parents. Additionally, information collected directly from a student using Conjuguemos is never used or disclosed for third-party advertising, or any kind of first- or third-party behaviorally-targeted advertising, and personal information collected from a student is never sold or rented to anyone. This section shall not be construed (i) to prohibit Conjuguemos from marketing or advertising directly to parents, where applicable, so long as the marketing or advertising did not result from the use of Education Records to provide behaviorally-targeted advertising or (ii) to limit the ability of Conjuguemos to use student information or Education Records for adaptive learning or customized student learning purposes.

Conjuguemos may use Education Records that have been de-identified for product development, research or other purposes ("De-Identified Data"). De-Identified Data will have all direct and indirect personal identifiers removed. Conjuguemos agrees not to attempt to re-identify the De-Identified Data and not to transfer the De-Identified Data to a third party unless that party agrees not to attempt re-identification.

## **GDPR and Minors**

The EU General Data Protection Regulation (GDPR) determines that the processing of personal data of a child residing in the European Union shall be lawful where the child is at least sixteen (16) years old, unless Member States have provided, by law, a lower age that is not below thirteen (13) years.

YOU ACKNOWLEDGE, AFFIRM AND PLEDGE TO CONJUGUEMOS THAT YOU OR YOUR INSTITUTION HAVE OBTAINED ALL NECESSARY PARENTAL OR ELIGIBLE STUDENT WRITTEN CONSENT TO SHARE THE PERSONAL DATA OF YOUR STUDENTS WITH CONJUGUEMOS, IN EACH CASE, SOLELY TO ENABLE CONJUGUEMOS'S OPERATION OF THE SERVICE.

If you have any issues with Conjuguemos's principles set out in these terms, please reach out to [support@conjuguemos.com](mailto:support@conjuguemos.com). We will respond to your complaints within thirty (30) days. If your complaint cannot be resolved through our internal processes, we will direct you to the state or national data protection authority in the jurisdiction where you reside.

### **Conjuguemos Technology and Content Copyright**

The Service and the Conjuguemos Technology are intended solely for the personal, non-commercial use of our users and may only be used in accordance with this Agreement. "Conjuguemos Technology" means all past, present and future content of the Service, including but not limited to, all the software, hardware and technology used to provide the Service (including Conjuguemos proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as videos, text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and "look and feel" of the Services, and all other intellectual property, including all Conjuguemos Marks and Conjuguemos Originals. "Conjuguemos Marks" are the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of Conjuguemos. Conjuguemos Technology is protected by copyright and other intellectual property laws. You are not allowed to use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the Conjuguemos Technology for any purposes other than as expressly permitted under this Agreement. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any Conjuguemos Technology. "Conjuguemos Originals" are the set of videos, courses and any media related thereto developed by Conjuguemos as part of the teaching and educational content it offers on the Service.



Conjuguemos Technology is protected by copyright and other intellectual property laws. You are not allowed to use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the Conjuguemos Technology for any purposes other than as expressly permitted under this Agreement. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any Conjuguemos Technology.

Using our Service does not give you ownership of any intellectual property rights in our Service or the Conjuguemos Technology. You may not use content from our Services, including User Submissions, unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any Conjuguemos Marks or Conjuguemos Originals. Do not remove, obscure, or alter any copyright or other legal notices displayed in or along with our Services. You may download a single copy of the Conjuguemos App for personal, non-commercial use only.

## **Use Restrictions**

### **User Responsibilities**

We do our best to keep Conjuguemos safe, but we cannot make any guarantees. We need your help to keep Conjuguemos safe, which includes the following commitments by you when using our Service:

- You will only use the Service as permitted by law.
- You will not post unauthorized commercial communications (such as spam or advertisements) on or through the Service.
- You will not collect users' content or information, or otherwise access the Service, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
- You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Service.
- You will not upload viruses or other malicious code, files or programs.
- You will not collect, solicit or otherwise obtain login information or access an account belonging to someone else.
- You will not collect, use or disclose data, including personal information, about other users without their consent or for unlawful purposes or in violation of applicable laws or regulations.

- You will not post, share or otherwise make available to the community content that is protected by copyright or applicable intellectual property laws and whose dissemination has been prohibited by its legitimate proprietor.
- You will not bully, intimidate, or harass any user or use the Service in any manner that is threatening, abusive, violent, or harmful to any person or entity, or invasive of another's privacy.
- You will not post content that: is hate speech, discriminating, threatening, or pornographic or sexually explicit, incites violence, or contains graphic or gratuitous violence.
- You will not use the Service to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- You will not do anything that could disable, overburden, or impair the proper working or appearance of the Service or prevent other users from using the Service, such as a denial of service attack or interference with page rendering or other Service functionality.
- You will not use the Service in any commercially unreasonable manner or in any manner that would disparage Conjuguemos.
- You will not impersonate a Conjuguemos employee, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity.
- You will use the Service in accordance with its purposes. As a general rule, students using the Service per instruction of an educational institution or teacher are not permitted to create teacher accounts. Periodic exceptions to this prohibition shall be determined on a case by case basis.
- You will not facilitate or encourage any violations of this Agreement or our policies.

Any violation of the above may be grounds for restriction or termination of your right to access or use the Service as foreseen in the next section "Account Bans".

## Account Bans

If your account has been involved in serious rule-breaking, the account will be either suspended or banned indefinitely depending on the severity of the offense. suspension is temporary, whilst a ban, on the contrary, is permanent and cannot be lifted.

If there has been a ban or suspension placed on your account, you will not be able to sign in to Conjuguemos. For further information, please refer to Customer Support at [support@conjuguemos.com](mailto:support@conjuguemos.com). Customer Support shall provide you with the general reason for the ban or suspension, but will not enter into further discussion. EVERY BAN OR SUSPENSION ON CONJUGUEMOS IS THE RESULT OF THOROUGH INVESTIGATION BY OUR MODERATION STAFF. AS A RESULT, ALL SUSPENSIONS AND BANS ARE FINAL AND CANNOT BE DISPUTED.

## Pricing, Billing and Cancellation



This section rules membership fees for the Conjuguemos Premium Teacher plan. Membership fees for the Conjuguemos Premium School plans and any other charges educational institutions, companies or organizations may incur in connection with their use of the Service, such as taxes, where applicable, and possible transaction fees, will be charged on a one-time payment in exchange for a one-year subscription ("Initial Term"), with a renewal option for successive one-year periods at the end of each year ("Renewal Term"), unless otherwise agreed in writing by Conjuguemos and the purchasing educational institution, company or organization. Premium School memberships will be subject to the terms set forth in the issued quotes and invoices. Aspects not contemplated by said documents shall be ruled by these Terms of Service.

### **Payment Method**

The membership fee for the Conjuguemos Premium Teacher plan and any other charges you may incur in connection with your use of the Service, such as taxes and possible transaction fees, will be charged on a yearly basis. Accounts do not auto-renew. If you sign up for a trial account and do not pay, the account reverts back to the Basic/Unpaid tier.

### **Cancellation**

You can request to have your account deleted at any time by writing [support@conjuguemos.com](mailto:support@conjuguemos.com). To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial-month membership periods.

### **Changes to the Price and Plan**

We may change our subscription plans and the price of our Services from time to time; however, any price changes or changes to our subscription plans will apply to you no earlier than 30 days following notice to you. The last time prices were changed was in 2015.

### **Switching from Premium Teacher to Premium School**

If your educational institution, company or organization upgrades to Premium School and grants you a license to use Conjuguemos in accordance with that plan, your

subscription to the Premium Teacher plan will automatically be canceled at the end of the current month and your account will be integrated into the Premium School plan purchased by your educational institution, company or organization.

## **Electronic Communications**

We will send you information related to your billing (e.g., invoices and expiration notices) in electronic form only, via email to the email address you provided and verified when you signed up.

## **Receipts**

You can download detailed information about past payments on the "Billing" page, including, but not limited to, amount charged, billing address and date paid.

## **Miscellaneous**

### **Indemnity**

You will indemnify, defend, and hold the Company, its parent companies, partners, subsidiaries, affiliates, officers, and employees not responsible for damages, losses, demands, liabilities, settlements, costs and expenses of any kind (including reasonable attorneys' fees) from any claim or demand made by any third party relating to or arising out of (i) your access to, use, or misuse of the Service, (ii) your violation of this Agreement (including any failure to obtain or provide any necessary consent and/or violation of applicable laws or regulations), or (iii) the infringement by you or any third party using your account of any intellectual property or other right of any person or entity, including in connection with your User Submissions.

### **Copyright Protection**

It is Conjuguemos's policy to respond to notices of alleged copyright infringement that comply with the Directive (EU) 2019/790 on Copyright and Related Rights in the Digital Single Market and the Digital Millennium Copyright Act ("DMCA"). You will find the contact details of our Copyright Agent in the DMCA Designated Agent Directory. If your copyright-protected work was posted on Conjuguemos without authorization, you may submit a copyright infringement notification. The fastest and simplest way to submit a



copyright takedown notice is through the form attached to the bottom of this article from our Help Center . You will have to fill it out, sign it and email it to us at support@conjuguemos.com. Make sure, however, to consider whether fair use, fair dealing or a similar exception to copyright applies before you submit the form. THESE REQUESTS SHOULD ONLY BE SENT BY THE COPYRIGHT OWNER OR AN AGENT AUTHORIZED TO ACT ON THE OWNER'S BEHALF."

Conjuguemos may remove any allegedly infringing content without any liability to the infringing user. Conjuguemos will promptly terminate without notice any user's access to the Service where the user is a "repeat infringer" of copyrights. Conjuguemos, however, reserves the right to identify and terminate users under any circumstances it deems appropriate, including after only a single instance of allegedly infringing behavior by that user.

### Third-Party Integrations, Websites and User Interactions

The Service may eventually allow for integrations with third-party apps or tools (e.g., Classlink, Clever, Canvas) to provide certain features and improve your experience when using the Service. As a result, we are obligated to make you aware of certain terms related to the use of such features. YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS APPLICABLE TO THE FOLLOWING THIRD-PARTY SERVICES WHEN USING THEIR RESPECTIVE INTEGRATIONS WITH THE SERVICE: Classlink, GoogleClassroom, Clever, and Canvas.

### Modification to Agreement

We may modify this Agreement or Guidelines to, for example, reflect changes to the law or changes to our Services. You should check the Agreement regularly. We will post notice of material changes to this Agreement on this page and/or send you written notice via email (using the email address you provided upon signing up for the Services and thereafter verified). Changes will not apply retroactively and will only become effective when (a) you use the Service after you know about the change, or (b) thirty (30) days after they are posted (whichever is sooner). However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. Your continued use of the Services following notice of the changes to the Agreement or Guidelines, constitutes your acceptance of our amended terms, policies

or guidelines. IF YOU DO NOT AGREE TO THE MODIFIED AGREEMENT, PLEASE DISCONTINUE YOUR USE OF THE SERVICE.

As stated in our Privacy Policy, Conjuguemos will not change how Education Records are used or shared under these Terms of Service without advance notice and consent from the competent school or institution.

## **Termination**

This Agreement shall remain in full force and effect while you use the Service. You may terminate your use of the Service or your account at any time by either accessing your account's settings page or by contacting us at [support@conjuguemos.com](mailto:support@conjuguemos.com). Parents and students should reach out to us through an authorized school official. The Company may suspend or terminate your access to the Service or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), at its sole discretion, and without warning or notice, which may result in the loss of information associated with your account. Upon termination of your account, your right to use the Service will cease immediately. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

## **Dispute Resolution**

(A) Generally: in the interest of resolving disputes between you and the Company in the most expedient and cost effective manner, you and the Company agree that any and all disputes arising in connection with these Terms of Service shall be resolved by binding arbitration. Our agreement to arbitrate disputes includes, but is not limited to, all claims arising out of or relating to any aspect of these Terms of Service and our Privacy Policy, including any other Guidelines and future modifications, whether based on contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms of Service. You understand and agree that, by entering into these Terms of Service, you and the Company are each waiving the right to a trial by jury or to participate in a class action.

(B) Exceptions: notwithstanding subsection (A), we both agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal,



state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.

(C) Arbitration: any arbitration between you and the Company will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Service, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting the Company.

(D) Notice: a party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). The Company's address for Notice is:

Conjuguemos  
PO Box 86  
Newton, MA 02456  
United States of America

The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within thirty (30) days after the Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or the Company shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Provided that our dispute is finally resolved through arbitration in your favor, the Company shall pay you the greater of (i) the amount awarded by the arbitrator, if any, (ii) the greatest amount offered by the Company in settlement of the dispute prior to the arbitrator's award.

(E) Fees: in the event that you commence arbitration in accordance with these Terms of Service, the Company will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in San Francisco, California, provided that if the claim is for \$10,000 or

less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(F) No Class Actions: you and the Company 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. Furthermore, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

(G) Enforceability: if only Subsection F of this Section or the entirety of this Section is found to be unenforceable, then the entirety of this Section shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue of San Francisco, California, shall govern any action arising out of or related to these Terms of Service.

## **Legal Disclaimers**

We provide our Service using a commercially reasonable level of skill and care and we hope that you will enjoy using it. But there are certain things that we do not promise about our Services.

## **Disclaimer of Warranties**



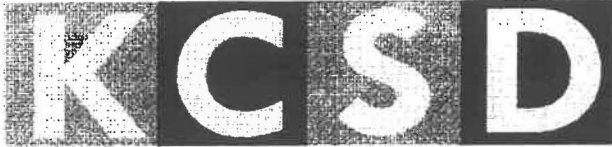
THE SERVICE (AND ANY ASSOCIATED CONTENT OR SOFTWARE) IS PROVIDED ON AN "AS IS" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE CONJUGUEMOS TECHNOLOGY, SERVICES, AND CONTENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE AFOREMENTIONED, CONJUGUEMOS DOES NOT ACKNOWLEDGE OR AFFIRM THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR FREE OR UNINTERRUPTED, THAT ALL ERRORS WILL BE CORRECTED OR THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

### **Limitation of Liability**

UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL CONJUGUEMOS OR ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, LICENSORS, PARTNERS OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, COST OF COVER, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF CONJUGUEMOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO (i) THIS AGREEMENT; (ii) YOUR USE OR THE INABILITY TO USE THE SERVICES, CONTENT, OR USER SUBMISSIONS; OR (iii) ANY INTERACTION WITH ANY THIRD PARTY THROUGH OR IN CONNECTION WITH THE SERVICE, INCLUDING OTHER USERS.

IN NO EVENT WILL CONJUGUEMOS OR ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, LICENSORS, PARTNERS OR AGENTS, BE LIABLE TO YOU IN THE AGGREGATE (FOR ALL POTENTIAL CLAIMS BY YOU) FOR ANY DAMAGES INCURRED IN EXCESS OF THE GREATER OF ANY FEES YOU HAVE ACTUALLY PAID TO THE COMPANY FOR USE OF THE SERVICE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM, OR ONE HUNDRED U.S. DOLLARS (USD 100).

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.



Kenton County School District | It's about ALL kids

**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](http://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) 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 Educational 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) 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.

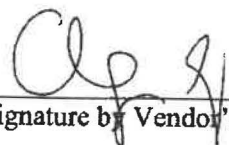
In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Yegros Educational LLC  
Vendor Name

PO Box 86 Newton MA 02456  
Vendor Address

617 209 9465  
Vendor Telephone

SUPPORT@CONJUGUEMOS.COM  
Vendor Email Address

  
Signature by Vendor's Authorized Representative

Alejandro Yegros  
Print Name

8/29/22  
Date