



BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

District Office
45 Ingham Road
Briarcliff Manor, New York 10510

DATA SHARING AND CONFIDENTIALITY AGREEMENT

Including

Briarcliff Manor UFSD Bill of Rights for Data Security and Privacy
and
Supplemental Information about a Master Agreement between
BRIARCLIFF MANOR UFSD and codeSpark

1. Purpose

(a) BRIARCLIFF MANOR UFSD (hereinafter “District”) and codeSpark (hereinafter “Vendor”) are parties to a contract or other written agreement pursuant to which Vendor will receive student data and/or teacher or principal data that is protected under New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education (collectively referred to as “Section 2-d”) from the District for purposes of providing certain products or services to the District (the “Master Agreement”).

(b) This Exhibit supplements the Master Agreement to which it is attached, to ensure that the Master Agreement conforms to the requirements of Section 2-d. This Exhibit consists of a Data Sharing and Confidentiality Agreement, a copy of the District’s Bill of Rights for Data Security and Privacy signed by Vendor, and the Supplemental Information about the Master Agreement between BRIARCLIFF MANOR UFSD and codeSpark that the District is required by Section 2-d to post on its website.

(c) In consideration of the mutual promises set forth in the Master Agreement, Vendor agrees that it will comply with all terms set forth in the Master Agreement and this Exhibit. To the extent that any terms contained in the Master Agreement, or any terms contained in any other Exhibit(s) attached to and made a part of the Master Agreement, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect. In addition, in the event that Vendor has online or written Privacy Policies or Terms of Service (collectively, “TOS”) that would otherwise be applicable to its customers or users of the products or services that are the subject of the Master Agreement between the District and Vendor, to the extent that any terms of the TOS, that are or may be in effect at any time during the term of the Master Agreement, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.



BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

District Office
45 Ingham Road
Briarcliff Manor, New York 10510

2. **Definitions**

As used in this Exhibit:

- (a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor may receive from the District pursuant to the Master Agreement.
- (b) "Teacher or Principal Data" means personally identifiable information, as defined in Section 2-d, relating to the annual professional performance reviews of classroom teachers or principals that Vendor may receive from the District pursuant to the Master Agreement.
- (c) "Protected Data" means Student Data and/or Teacher or Principal Data, to the extent applicable to the product or service actually being provided to the District by Vendor pursuant to the Master Agreement.
- (d) "NIST Cybersecurity Framework" means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1).

3. **Confidentiality of Protected Data**

- (a) Vendor acknowledges that the Protected Data it receives pursuant to the Master Agreement originates from the District and that this Protected Data belongs to and is owned by the District.
- (b) Vendor will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and the District's policy on data security and privacy. The District will provide Vendor with a copy of its policy on data security and privacy upon request.

4. **Data Security and Privacy Plan**

As more fully described herein, throughout the term of the Master Agreement, Vendor will have a Data Security and Privacy Plan in place to protect the confidentiality, privacy and security of the Protected Data it receives from the District.

Vendor's Plan for protecting the District's Protected Data includes, but is not limited to, its agreement to comply with the terms of the District's Bill of Rights for Data Security and Privacy, a copy of which is set forth below and has been signed by the Vendor.

Additional components of Vendor's Data Security and Privacy Plan for protection of the District's Protected Data throughout the term of the Master Agreement are as follows:

- (a) Vendor will implement all state, federal, and local data security and privacy requirements including those contained within the Master Agreement and this Data Sharing and Confidentiality Agreement, consistent with the District's data security and privacy policy.
- (b) Vendor will have specific administrative, operational, and technical safeguards and practices in place to protect Protected Data that it receives from the District under the Master Agreement.



BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

District Office
45 Ingham Road
Briarcliff Manor, New York 10510

(c) Vendor will comply with all obligations contained within the section set forth in this Exhibit below entitled "Supplemental Information about a Master Agreement between BRIARCLIFF MANOR UFSD and codeSpark." Vendor's obligations described within this section include, but are not limited to:

- (i) its obligation to require subcontractors or other authorized persons or entities to whom it may disclose Protected Data (if any) to execute written agreements acknowledging that the data protection obligations imposed on Vendor by state and federal law and the Master Agreement shall apply to the subcontractor, and
- (ii) its obligation to follow certain procedures for the return, transition, deletion and/or destruction of Protected Data upon termination, expiration or assignment (to the extent authorized) of the Master Agreement.

(d) Vendor has provided or will provide training on the federal and state laws governing confidentiality of Protected Data for any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who will have access to Protected Data, prior to their receiving access.

(e) Vendor will manage data security and privacy incidents that implicate Protected Data and will develop and implement plans to identify breaches and unauthorized disclosures. Vendor will provide prompt notification to the District of any breaches or unauthorized disclosures of Protected Data in accordance with the provisions of Section 5 of this Data Sharing and Confidentiality Agreement.

5. **Notification of Breach and Unauthorized Release**

(a) Vendor will promptly notify the District of any breach or unauthorized release of Protected Data it has received from the District in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.

(b) Vendor will provide such notification to the District by contacting the Data Privacy Officer, Erica Beasley directly by email at ebeasley@briarcliffschools.org or by calling (914) 432-8121.

(c) Vendor will cooperate with the District and provide as much information as possible directly to the Data Privacy Officer, Erica Beasley or her designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of Protected Data involved, an estimate of the number of records affected, the schools within the District affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.

(d) Vendor acknowledges that upon initial notification from Vendor, the District, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). Vendor agrees not to provide this notification to the CPO directly unless requested by the District or otherwise required by law. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by the District, Vendor will promptly inform the Data Privacy Officer, Erica Beasley or her designee.



BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

District Office
45 Ingham Road
Briarcliff Manor, New York 10510

6. Additional Statutory and Regulatory Obligations¹

Vendor acknowledges that it has the following additional obligations under Section 2-d with respect to any Protected Data received from the District, and that any failure to fulfill one or more of these statutory or regulatory obligations will be deemed a breach of the Master Agreement and the terms of this Data Sharing and Confidentiality Agreement:

- (a) To limit internal access to Protected Data to only those employees or subcontractors that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA); *i.e.*, they need access in order to assist Vendor in fulfilling one or more of its obligations to the District under the Master Agreement.
- (b) To not use Protected Data for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement and the Master Agreement to which this Exhibit is attached.
- (c) To not disclose any Protected Data to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations to the District and in compliance with state and federal law, regulations and the terms of the Master Agreement, unless:
 - (i) the parent or eligible student has provided prior written consent; or
 - (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to the District no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.
- (d) To maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Data in its custody.
- (e) To use encryption technology to protect Protected Data in its custody while in motion or at rest, using a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
- (f) To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- (g) To comply with the District's policy on data security and privacy, Section 2-d and Part 121.
- (h) To not sell Protected Data nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
 - (i) To notify the District, in accordance with the provisions of Section 5 of this Data Sharing and Confidentiality Agreement, of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of applicable state or federal law, the District's Bill of Rights for Data Security and Privacy, the District's policies on data security and privacy, or other binding obligations relating to data privacy and security contained in the Master Agreement and this Exhibit.
 - (j) To cooperate with the District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Protected Data.
 - (k) To pay for or promptly reimburse the District for the full cost of notification, in the event the District is required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

¹ Nothing in Education Law Section 2-d or Part 121 specifically requires an educational agency to include within its contracts with third-party contractors this list of obligations that are imposed on third-party contractors by the statute and/or its implementing regulations. However, many school districts and other educational agencies have considered it a best practice to include these statutory and regulatory obligations within their third-party contracts.



BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

District Office
45 Ingham Road
Briarcliff Manor, New York 10510

Bill of Rights for Data Security and Privacy

BRIARCLIFF MANOR UFSD

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Pursuant to Section 2-c and 2-d of the Education Law, parents and students are entitled to certain protections regarding confidential student information. The Putnam/Northern Westchester B.O.C.E.S. is committed to safeguarding personally identifiable information from unauthorized access or disclosure as set forth below:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record.
3. The District is committed to implementing safeguards associated with industry standards and best practices under state and federal laws protecting the confidentiality of personally identifiable information, including but not limited to, encryption, firewalls, and password protection when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available for public review at <http://www.nysed.gov/data-privacy-security/student-data-inventory> or by writing to the NYS Education Department, Information & Reporting Services, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to Data Privacy Officer, Erica Beasley, ebeasley@briarcliffschools.org, (914) 432-8121, 45 Ingham Road, Briarcliff Manor, NY 10510.
6. The District has entered into contracts with certain third-party contractors ("TPC") who have been sent personally identifiable student data as defined in 34 C.F.R. §99.3 and/or personally identifying teacher and/or principal data as defined by Education Law §3012-c(10). The following information about such contractors appears in such supplemental information to this document for each contract with a TPC, as required by law:
 - The exclusive purposes for which the student or teacher or principal data will be used by the TPC, as defined in the contract;
 - How the TPC will ensure that its subcontractors or other authorized individuals who will be in receipt of the data will abide by the applicable data privacy and security requirements of the federal and state laws and regulations (e.g., FERPA; Education Law §2-d);
 - The duration of the contract that sets forth its expiration date and description of what will be done with the data upon the expiration of the contract (e.g. whether, when and in what format the data will be returned to the educational agency or destroyed); and
 - If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the data that is collected.
7. Educational agency workers that handle personally identifiable information will receive training on applicable state and federal laws, the educational agency's policies, and safeguards associated with industry standards and best practices that protect such information.



BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

District Office
45 Ingham Road
Briarcliff Manor, New York 10510

8. Agreements with third-party contractors/consultants will ensure that the subcontractors, persons or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.
9. A parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected by filing a written request with the District Superintendent of Schools or his administrative designee, Erica Beasley, Director of Technology, ebeasley@briarcliffschools.org



BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

District Office
45 Ingham Road
Briarcliff Manor, New York 10510

Supplemental Information about a Master Agreement between BRIARCLIFF MANOR UFSD and codeSpark²

BRIARCLIFF MANOR UFSD has entered into a Master Agreement with codeSpark which governs the availability to the District of the following products or services:

codeSpark Academy

Pursuant to the Master Agreement (which includes a Data Sharing and Confidentiality Agreement), the District may provide to Vendor, and Vendor will receive, personally identifiable information about students and/or teachers and principals that is protected by Section 2-d of the New York Education Law (“Protected Data”).

Exclusive Purposes for which Protected Data will be Used: The exclusive purpose for which Vendor is receiving Protected Data from the District is to provide the District with the functionality of the products or services listed above. Vendor will not use the Protected Data for any other purposes not explicitly authorized above or within the Master Agreement.

Oversight of Subcontractors: In the event that Vendor engages subcontractors or other authorized persons or entities to perform one or more of its obligations under the Master Agreement (including subcontracting hosting of the Protected Data to a hosting service provider), it will require those subcontractors or other authorized persons or entities to whom it will disclose the Protected Data to execute legally binding agreements acknowledging their obligation under Section 2-d of the New York Education Law to comply with all applicable data protection, privacy and security requirements required of Vendor under the Master Agreement and applicable state and federal law and regulations.

Duration of Agreement and Protected Data Upon Termination or Expiration:

- The Master Agreement commences on 07/01/20 and expires on Termination of Agreement.
- Upon expiration of the Master Agreement without renewal, or upon termination of the Master Agreement prior to its expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by the District, Vendor will

² Each educational agency, including a school district, is required to publish a “Bill of Rights for Data Security and Privacy” on its website. See, Education Law Section 2-d(3)(a) and Part 121.3(a). The Bill of Rights [that is posted on a district’s website] must also include “supplemental information” for each contract that the school district enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data [protected by Education Law Section 2-d]. See, Education Law Section 2-d(3)(c) and Part 121.3(c).

Nothing in Education Law Section 2-d or Part 121 requires an educational agency to post its third-party contracts on its website *in their entirety*. In addition, nothing in Education Law Section 2-d or Part 121 requires an educational agency to include the “supplemental information” about each contract, within the contract itself.

However, many school districts and other educational agencies have considered it a best practice to include most or all of the required elements of “supplemental information” within each applicable contract, and have complied with the obligation to include the “supplemental information” for each applicable contract with their Bill of Rights, by posting *the text from this page of this Exhibit* from each applicable contract (or a link to this text) on their website in proximity to their Bill of Rights.



BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

District Office
45 Ingham Road
Briarcliff Manor, New York 10510

assist the District in exporting all Protected Data previously received back to the District for its own use, prior to deletion, in such formats as may be requested by the District.

- In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will cooperate with the District as necessary to transition Protected Data to the successor Vendor prior to deletion.
- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide the District with a certification from an appropriate officer that these requirements have been satisfied in full.

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by the District to Vendor, by contacting the District regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may request to challenge the accuracy of APPR data provided to Vendor by following the appeal process in the District's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data that Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor (and, if applicable, its subcontractors) will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework, and safeguards associated with industry standards and best practices including, but not limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: Vendor (and, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology that complies with Section 2-d of the New York Education Law.

BY THE VENDOR:

Grant Hosford

Name (Print)

Signature

CEO

Title

Date

11/18/2020

Parents 

Educators



7 day ~~FREE~~ Trial

[LOG IN](https://accounts.codespark.com) ([HTTPS://ACCOUNTS.CODESPARK.COM](https://accounts.codespark.com))

A C A D E M Y



A C A D E M Y



Terms of Service

Welcome to The Foos, which is owned and operated by codeSpark, Inc. (“Company” or “We” or “Us”) These terms are the binding legal agreement (the “Terms”) governing all users of the websites (the “Sites”), applications (“Apps”) and products and services that link to these Terms (the “Services”). In addition to these Terms, your agreement with Us includes the specific policies and additional terms that apply to any Services you use. If you do not agree to all of these terms, please do not use the Services. BY REGISTERING AN

ACCOUNT, PURCHASING A SUBSCRIPTION, OR ACCESSING AND USING ANY OF THE SERVICES, YOU ARE AGREEING TO BE BOUND BY THESE TERMS.

Privacy Policy

Use of the Services is subject to the Privacy Policy, located at: <http://codespark.com/privacy> (<https://codespark.com/privacy>).

Throughout the Site and in all of the documentation, whenever we refer to the “Agreement” we mean these terms, including the Privacy Policy and other policies posted on the Site or provided in connection with the Services.

Ability to Accept Terms

If you are under the age of 18, you must have a parent, legal guardian or authorized school official of at least 18 years of age (“Adult User”) set up the account and agree to these Terms. Parents, legal guardians and authorized school officials affirm that they are fully able and competent to enter into the Terms and agree to these Terms.

Changes

We are constantly developing the Services. This means that we may change or discontinue any aspect of the Services without notice or liability to you. In addition, we may change all or part of the Agreement at any time, including these terms. We will post changes to these terms on the Site. YOUR CONTINUED USE OF THE SERVICES WILL CONSTITUTE ACCEPTANCE OF THE CHANGED TERMS.

Accounts

Each account must be set up by a designated Adult User. The Adult User is responsible for payments and all use on the account, including to protect the confidentiality of account information and passwords. Please notify Us if you have lost control of your account ID or password or you suspect there is unauthorized activity in your account. Subscriptions. For certain types of accounts, We charge a fee, such as a subscription or purchase fee. For existing subscribers, as a subscriber you may receive access to certain sections, features and functions of the Services that are not available to trial members. We currently offer monthly, annual and lifetime subscription options.

“Monthly” subscriptions are paid in monthly installments. For each month that your monthly subscription is active, you acknowledge and agree that We are authorized to charge the same credit card as was used for the initial subscription fee or other payment method in the amount of the then current monthly subscription fee. The monthly renewal subscription fees will continue to be billed to the Payment Method you provided, automatically until cancelled.

“Yearly” subscriptions are paid for by an upfront one-time payment with automatic annual renewal. “Yearly” subscriptions are paid for by an upfront one-off payment with automatic annual renewals respectively. You acknowledge and agree that We are authorized to charge the Payment Method used for the initial annual or two year subscription fee at the rate secured at the time of purchase.

Our “Lifetime” subscription is paid for by a one-off upfront payment.

You can become a subscriber by purchasing a subscription to the Services on the Sites, and within the Apps, where allowed by the App marketplace partners. By activating a paid subscription account, except where you have purchased a lifetime membership (where there is only a one time charge) you agree that we may renew your subscription automatically and you authorize Us to charge you upon the monthly or annual renewal as the case may be for the subscription term, unless you cancel your account prior to its renewal date through the cancellation procedures described on the platform where you purchased. Your credit card (or other method of payment if originally used) will be charged each year, month or other applicable period at the then-current applicable price. We may offer promotional

trial subscriptions to access the Services for free or at discounted prices. If you sign up for a trial subscription, your rights to use the Services are limited to the terms of such trial and will terminate or renew according to those terms.

Prices

We may change the amount of such fees at any time at the end of your subscription period, provided that, we will first notify you by email or via posting on our website. Please note that we do not provide price protection or refunds for existing subscribers.

Cancellation

The cancellation procedures will be set forth on the platform where you purchase. For example, if you purchased a subscription through the Apple iTunes Store or our iPhone application, you may cancel automatic renewals by selecting Manage App Subscriptions in your iTunes Account settings and selecting the subscription you want to modify. If you purchased a subscription through the Google Play store you may cancel automatic renewals in account settings under Subscriptions in the Google Play app, or according to the current process outlined by Google Play. If you purchase a subscription through a bundle subscription partner, you may cancel according to the process outlined by the bundle subscription partner. You may also

cancel by providing us notice at the address below at least 30 days prior to your renewal period. Please note that if you purchase a subscription through the Apple iTunes Store or our iPhone application, the sale is final, and is not subject to any refunds. Purchases made through Google Play can be refunded within 2 hours of when the purchase is made by going into your account order history and selecting the subscription you want to modify and clicking refund.

For cancellations, You must cancel your Monthly subscription before it renews each month in order to avoid billing of the next month's subscription fee. You must cancel your Yearly subscription before it renews in order to avoid billing of the renewal subscription fee. Refunds cannot be claimed for any partial subscription period or once the next subscription period is charged.

Credit Card Charges

Subscriptions are in US dollars. Our third party payment provider can accept payments in multiple currencies and will convert and deposit funds in US dollars, subject to a conversion fee.

You agree to promptly notify Us of any changes to the credit card or other payment method you provided while subscriptions remain outstanding. You are responsible for all applicable fees and charges incurred, including applicable taxes, and all subscriptions purchased by

you. In the course of your use of the Services, We and our payment service provider may receive and implement updated credit card information from your credit card issuer in order to prevent your subscription from being interrupted by an outdated or invalid card. This disbursement of the updated credit card information is provided to Us and our payment service provider at the sole election of your credit card issuer. Your credit card issuer may give you the right to opt-out of the updated service. Should you desire to do so, please contact your credit card issuer.

Gift Subscriptions

The Site offers you the option to provide a Gift Certificate to the App to your favorite teacher or nephew. A “Gift Certificate” is a gifted subscription usually provided in the form of a redemption code issued by codeSpark to enable the purchased subscription to the Apps by the gift recipient (i.e. annual or lifetime). Payment can be made by credit cards and payment vehicles we accept online. A Gift Certificate is redeemable only on the Site and can only be used to redeem a pre-purchased subscription of our App/Game. To redeem a Gift Certificate, you must enter your redemption code at www.thefoos.com/redeem. Promotional offers for Gift Certificates may have specific terms and restrictions that apply.

Gift Certificates are non-transferable and may not be re-sold or bartered. Gift Certificates are not redeemable for cash (except where required by law) and cannot be used toward the purchase of a new Gift Certificate. All Gift Certificates will be honored until redeemed. Lost or stolen Gift Certificates are replaced only if we can verify the proof of purchase. The provisions of these Terms apply to Gift Certificates purchases, except where prohibited by law.

Terms for Gift Subscriptions

6 month, 12 month and lifetime subscriptions are available. For Lifetime subscription gift purchases, we will ship to the gift recipient a free Glitch plush toy (US addresses only). 30 day money back guarantee is available for 6 months and 12 months, but there are no refunds for lifetime purchases. Gift Certificates are non-transferable and may not be re-sold or bartered or redeemed for cash (except where required by law). All Gift Certificates will be honored until redeemed. Lost or stolen Gift Certificates are replaced only if we can verify the proof of purchase. We reserve the right to modify or end this offer at any time. Void where prohibited or restricted by law.

Things Not to Do

- Give false or misleading information to Us or anyone else in connection with your use of the Services, including giving false

information in an account registration.

- Access or scrape the Site by any automated means unless you are a search engine crawling the Site for the sole purpose of creating a publicly accessible search index; or bypass any technical protections or throttling that we institute.
- Copy, modify, create derivative works from, or distribute any content from our Services; or copy, display or use the trademarks in any way; or use the Services for any purpose not explicitly authorized in the Agreement.
- Use the Services for any revenue generating endeavor, commercial enterprise, or other purpose other than for personal, non-commercial use.
- Link to the Site using any HTML techniques that display the Site within a frame, partial window, popup, pop-under, or any other non-standard linking method, or redistribute content from the Site except as expressly authorized by Company.
- Anything we ask you not to do.

User Generated Content/Take Downs

- For all content created by users (“UGC”), We reserve the right to remove any UGC temporarily or permanently if We are notified by a player, parent or a third party, or if we otherwise become aware that any such content or any part of it breaches this terms or otherwise violates our policies including due to any of the following:

- It breaches the intellectual property rights or any other rights of any third party;
 - It breaches any applicable law;
 - It is pornographic, inappropriate, or otherwise breaches our rules;
 - It contains any virus, malware, other harmful software or may have an adverse impact on Us;
- While we do not accept any obligation to monitor, screen, review, flag, filter, moderate or remove any UGC, though we reserve the right to review and monitor as necessary.

If you have any concerns that UGC breaches any of these requirements, or other basis by which you want us to takedown content, then please contact us at: info@codespark.com (<mailto:info@codespark.com>).

Limited License to Use the Services; Company Rights;

Subject to your compliance with these Terms, We hereby grant you permission to use the Services solely for your personal, non-commercial use, and in case of schools, solely for educational use (i.e. teachers may use the Services for educating their students only without charging any fees). Company retains all right, title and interest in the Services, including all technology and processes, enhancements or modifications thereto, trademarks, service marks, site design, text,

video, graphics, logos, images and icons, as well as the arrangement thereof. You acknowledge that the Services contain proprietary content, information and material protected by applicable intellectual property and other laws, including but not limited to copyright laws. Except for rights expressly granted in the Agreement, nothing in the Agreement grants you any right, title or license. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited.

Third Party Trademarks and Content

Use of any third party trademarks or third party content on or in connection with the Services does not constitute affiliation with or endorsement of these third parties. Nothing in the Agreement grants you any license to third party trademarks or content, which shall remain the property of their respective owners.

Indemnity, Disclaimers and Limits on Liability

COMPANY PROVIDES THE SERVICES “AS IS” AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED, OR STATUTORY. COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT, AND NON-

INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES. COMPANY MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECTS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. THIS DISCLAIMER IS MADE TO THE FULLEST EXTENT PERMITTED BY LAW.

IN NO EVENT WHATSOEVER SHALL COMPANY, ITS AFFILIATES, OR SUPPLIERS OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, INCLUDING BUT NOT LIMITED TO LOSS OF SALES, PROFIT, REVENUE, GOODWILL, OR DOWNTIME, (ARISING UNDER TORT, CONTRACT, OR OTHER LAW) REGARDLESS OF SUCH PARTY'S NEGLIGENCE OR WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND AND AGREE THAT THE DOWNLOAD OF ANY MATERIALS IN CONNECTION WITH SERVICES IS DONE AT YOUR

DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OR UPLOAD OF ANY MATERIAL. COMPANY NEITHER ASSUMES, NOR DOES IT AUTHORIZE ANY OTHER PERSON TO ASSUME ON ITS BEHALF, ANY OTHER LIABILITY IN CONNECTION WITH THE PROVISION OF THE SERVICES. IF, NOTWITHSTANDING ANY PROVISIONS OF THESE TERMS, COMPANY IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF ANY SERVICES, COMPANY'S LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF (1) THE TOTAL OF ANY FEES PAID BY YOU TO COMPANY IN THE SIX MONTHS PRIOR TO THE DATE THE CLAIM IS ASSERTED FOR ANY SERVICE OR FEATURE RELEVANT TO THE CLAIM, OR (2) US\$100.00. COMPANY'S LIABILITY HEREUNDER IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

You will indemnify, defend, and hold harmless Company, its affiliates, officers, directors, shareholders, employees, contractors, licensors, licensees, agents, and representatives (the "Covered Entities") against all liability, claims, costs, damages, settlements, and expenses (including interest, penalties, attorney fees and expert witness fees) ("Liabilities") incurred by any Covered Entity in any way arising out of or relating to the Services and any failure to comply with this Agreement. Company reserves the right, at your expense, to assume

the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with the defense of such claim.

General

We do not want to receive information that is confidential or proprietary. If you send us feedback, suggestions, content or ideas of any kind, including potential improvements to the Services, we may use such suggestions, content and/or ideas for any or all purposes, with no compensation or attribution to you.

This Agreement will not be construed against either party as the drafter.

You are responsible for being informed about and complying with all laws, rules and regulations that apply to your use of the Services.

Your registration and use of the Services constitutes consent to receiving electronic communications from Us. You agree that any such communications from Us satisfies any legal requirements, such as that notice be provided to you in writing. You also consent to receiving promotional messages, offers, surveys, and requests electronically. If you no longer want to receive non-transactional communications, you may unsubscribe at any time.

As stated above, the Agreement includes these terms and any additional terms you enter into with Company. The Agreement is the entire agreement between you and Company and it replaces any other agreement between us on this subject. Aside from the right of Company to make changes, any amendments to the Agreement must be in a writing signed by both parties.

You cannot assign the Agreement without the written agreement. We can assign the agreement to any entity that agrees to be bound by the terms of the Agreement.

The Agreement is governed by California law, excluding its choice of laws principles. The exclusive venue for any litigation arising from or related to the Services shall be the courts of Los Angeles County, California, except for any optional arbitration as described next. Excluding claims for equitable relief, if the total amount in dispute is less than \$5,000, either party may elect to resolve the claim through binding arbitration by initiating arbitration through an established provider that is agreed by the parties. The arbitration must be conducted under the following rules: (a) at the choice of the party seeking relief, the arbitration shall be conducted by telephone, online, or solely on written submissions; (b) no party or witness will make any personal appearance unless the parties agree otherwise; and (c) the winning party may have the arbitrator's award entered as a judgment

in any court of competent jurisdiction. Any claims (in court or in arbitration) must be brought in the initiating party's individual capacity and not as a plaintiff or class member in any class action or other similar proceeding. This Agreement does not allow class or collective arbitrations even if the arbitration procedures or rules would. The arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator 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. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

If any part of the Agreement is invalid, illegal or unenforceable, that condition will not affect any other provision of the Agreement. A delay or failure to require performance of any provision will not constitute a waiver of any rights and will not impede the ability to enforce that provision later.

CODESPARK, INC., 130 W. UNION STREET, PASADENA, CA 91103:
INFO@CODESPARK.ORG
DATED DECEMBER 31, 2016



Preparing kids everywhere with the skills they'll need for the world of tomorrow.

FOR PARENTS

[How it works](#)
[\(/how-it-works\)](#)

[FAQ](#)
[\(/frequently-asked-questions\)](#)

[Start a Free Trial](#)

[\(https://accounts.codespark.com\)](#)

[Buy a Gift](#)
[\(https://accounts.codespark.com/gift\)](#)

[Redeem a Gift](#)
[\(https://accounts.codespark.com/promo\)](#)

[Login](#)
[\(https://accounts.codespark.com/login\)](#)

FOR EDUCATORS

[Educator Resources](#)
[\(/educators\)](#)

[Hour of Code](#)
[\(/hour-of-code\)](#)

[Educator Login](#)

[\(https://dashboard.codespark.com\)](#)

CODESPARK

[About Us](#)
[\(/about\)](#)

[Awards](#)
[\(https://blog.codespark.com/award-winning-coding-app\)](#)

[Press](#)
[\(/press\)](#)

[Contact Us](#)
[\(/contact\)](#)

[The Foo Store](#)
[\(https://shop.codespark.com\)](#)

[Blog](#)
[\(https://blog.codespark.com\)](#)

[\(https://www.facebook.com/codesparkacademy/51949611057987?ref=br_tf\)](#)

[/us/app/codespark-academy-foos-coding/id923441570?mt=8\)](#)

[store/apps/details?](#)

[m_medium=prtnr&utm_content=Mar2515&utm_campaign=PartBadge&pcampaignid=MKT-](#)

© **codeSpark 2020**

[Terms](#) [Privacy](#) Updated for CCPA compliance
[\(/terms\)](#) [\(/privacy\)](#) effective Jan 1, 2020