

CONTRACT NAME: AGREEMENT BETWEEN TYNKER AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This is an agreement to provide a coding platform that uses software to teach coding to students online. This software will be used in the three junior high schools to initiate Python, a foundational coding language.

FISCAL IMPACT: The cost of this agreement is covered in each site's 2019-2020 approved budget.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

**AMENDMENT TO CLOUD- BASED SOFTWARE AGREEMENT INVOLVING
PUPIL RECORDS**

**EDUCATION CODE SECTION 49073.1 AMENDMENT TO THE TYNKER
AGREEMENT BETWEEN THE DAVIS JOINT UNIFIED SCHOOL DISTRICT AND
TYNKER.**

THIS AMENDMENT (“Amendment”) to the **Tynker** Agreement by and between the Davis Joint Unified School District, a public school district of the state of California and **Tynker**, a corporation, dated June 3, 2019 (“Agreement”) (a true and correct copy of which is attached hereto as Exhibit “A” and is hereby made and entered into as of June 3, 2019, as follows:

WHEREAS, Vendor provides a resource for readers of all levels. **Tynker** provides software, training and support for a foundational coding curriculum.

WHEREAS, as a California public school district, the District is subject to the California Education Code;

WHEREAS, Vendor is a “third party” under Education Code section 49073.1, which defines “third party” as a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records;

WHEREAS, Education Code section 49073.1 requests that any contract for the provision of services entered into between District and Vendor contain certain provisions specified in sections (b)(1) through (b)(9) of Education Code section 49073.1; and

WHEREAS, The District and Vendor desire to amend the terms in their Agreement that will satisfy the requirements of Education Code section 49073.1.

NOW, THEREFORE, DISTRICT AND VENDOR AGREE TO THE FOLLOWING TERMS IN COMPLIANCE WITH EDUCATION CODE SECTION 49073.1.

1. Ownership and Control of Pupil Records. Pupil Records shall continue to be the property of and under the control of the District in accordance with California Education Code section 49073.1. For purposes of this contract, “Pupil Records” means both any information directly related to a pupil that is maintained by the District and information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employee. For purposes of this Agreement, “Deidentified Information” means information that cannot be used to identify an individual pupil. For purposes of this Agreement, “Pupil Records” does not include Deidentified Information, including aggregated Deidentified Information, used by Vendor to improve educational products for adaptive learning purposes and for customizing pupil learning; to demonstrate the effectiveness of Vendor's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

2. Ownership and Control of Pupil-Generated Content. Pupils may retain possession and control of their own Pupil-Generated Content, as defined herein, or may transfer Pupil-Generated

Content to a personal account by notifying the District's Director of Technology in writing of such request. The District will provide a written request to Vendor and Vendor shall return the Pupil-Generated Content in a format acceptable to the District within five (5) days of receiving the District's request. For purposes of this contract, "Pupil Generated Content" includes essays, research reports, portfolios, creative writing, music or other audio files, photographs, but does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

3. Use of Pupil Records. Vendor shall not use any information in the Pupil Records for any purpose other than those required or specifically permitted by this Agreement.

4. Review of Pupil Records. A parent, legal guardian, or pupil who has reached the age of eighteen (18) may review personally identifiable information in the pupil's records and correct erroneous information by notifying the District's Director of Technology in writing of such request. The District will meet with parent, legal guardian, or pupil who has reached the age of eighteen (18) to review and correct any information in the Pupil's Records. The District will notify Vendor of the need to review Pupil Records and/or make corrections to any Pupil Records in writing. Vendor shall provide such Pupil Records and/or correct such errors within five (5) days of receipt of written notice. Vendor shall cooperate with the District in complying with this mandate.

5. Security and Confidentiality of Pupil Records. Vendor agrees to hold Pupil Records in strict confidence. Vendor shall not use or disclose Pupil Records received from or on behalf of District except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by District. Vendor agrees that it will protect the Pupil Records it receives from or on behalf of District according to commercially acceptable standards and no less rigorously than it protects its own confidential information. Vendor will designate and train responsible individuals, to ensure the security and confidentiality of Pupil Records. Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Pupil Records received from or on behalf of District, as set forth in this contract. These measures shall be extended by contract to all subcontractors used by Vendor. If District reasonably determines in good faith that Vendor has materially breached any of its obligations under this Section, District may, in its sole discretion, terminate the Agreement immediately if cure is not possible. District shall provide written notice to Vendor describing the violation, the action it intends to take and the timeframe for such action.

6. Breach Notification Process. Vendor, within one (1) business day of discovery, shall report to District any use or disclosure of Pupil Records not authorized by the Agreement or otherwise authorized in writing by the District. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Pupil Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, requested by District. In the event of an unauthorized disclosure of a Pupil's Records, affected parents, legal guardians, or pupils who have reached the age of eighteen (18) will be notified in writing and provided with details and next steps to address the specific breach. Compliance with these requirements shall not, in itself, absolve Vendor of liability in the event of an unauthorized disclosure of Pupil Records.

7. **Retention and Destruction of Pupil Records.** Vendor certifies that a pupil's records shall not be retained or available to Vendor upon completion of the term of the contract. At the termination of the contract, Pupil Records in the possession of Vendor shall be returned and/or destroyed. Upon termination, cancellation, expiration or other conclusion of the contract, Vendor shall return all Pupil Records to District in a format acceptable to District, or if return is not feasible as determined by District in written notice to Vendor, destroy any and all Pupil Records. Vendor shall not destroy any Pupil Records without express written permission of District. Vendor shall comply with any litigation hold or order to preserve Pupil Records.

8. **Compliance with Applicable Laws.** The District and Vendor will jointly ensure compliance with the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. Sec. 1232g) through following the confidentiality provisions as set forth in this contract, as well as applicable District Board policies. The parties acknowledge and agree that the District is subject to federal and local laws relating to the protection of personally identifiable information ("PII") of students, including FERPA, and that Vendor is obtaining such PII as a "school official" under section 99.31 of FERPA for the purpose of providing the services hereunder. In addition to FERPA, Vendor shall comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Vendor; the services being provided by Vendor; Vendor's business, equipment and personnel engaged in operations covered by this contract; and the protection of Pupil Records and PII, including but not limited to Education Code section 49060 *et seq.*, the Children's Online Privacy Protection Act (COPPA) and the Student Online Personal Information Protection Act (SOPIPA). Vendor certifies that it is familiar with these laws, as well as any other applicable requirements for the storage and transmission of Pupil Records and Vendor will comply with all such requirements.

9. **Prohibition on Targeted Advertising.** Vendor shall not use PII in Pupil Records to engage in targeted advertising.

10. **Governing Law and Venue.** The Agreement and this Amendment shall be governed by and construed in accordance with the laws of the State of California. Any dispute, claims, demands or actions arising out of or in relation to the Agreement and this Amendment shall be brought in and resolved by the Superior Court of the County of Yolo.

11. **Effect of Amendment.** If any provisions of this Amendment to the Agreement conflict or are otherwise contrary to the original terms of the Agreement, the terms of this Amendment prevail.

Except as specifically modified herein, all other terms and conditions contained in the Agreement between the District and Vendor shall remain unchanged and in full force and effect.

Dated this 3rd Day of June, 2019.

Davis Joint Unified School District

By: _____

Its: _____

Tynker

By: Venkat Varada, Neuron Fuel Inc. DBA Tynker

Its: Venkat Varada



Please see our latest privacy updates.

Privacy Policy

Terms of Use

Terms for Educational Institutions

Terms for CodeMaker Camp (Teachers)

Terms for CodeMaker Camp (Parents)

EU Privacy Notice

EU Data Privacy Addendum

Kids & Online Safety

About Us

Terms of Use

PLEASE READ THESE TERMS OF USE (“AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY NEURON FUEL, INC. D/B/A TYNKER (“COMPANY”). BY VISITING THE WEBSITES OR USING THE SERVICES IN ANY MANNER, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO USE THE WEBSITE OR SERVICES. ACCESS TO THE WEBSITE AND USE OF COMPANY’S SERVICES IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS.

1. This Agreement applies to schools, school districts, and related entities and organizations, including but not limited to administrators, instructors, and professors who access or use the Services on their behalf (each an “Educational Institution”), as well as all non- Educational Institution visitors, users, and others, including students, their parents and legal guardians, who use the Services (such individuals and Educational Institution, collectively, “you”). If you’re an Educational Institution, [Tynker Additional Terms of Use for Educational Institution](#) apply to you too.

Feedback

2. ACCESS TO THE SERVICES. The *tynker.com* website and domain name and any other linked pages, features, content, or application services (including without limitation any mobile application services) offered from time to time by Company in connection therewith (collectively, the “Website”) are owned and operated by Company. Subject to the terms and conditions of this Agreement, Company may offer to provide certain services, as described more fully on the Website, and that have been selected by you (together with the Website, the “Services”), solely for your own use, and not for the use or benefit of any third party. The term “Services” includes, without limitation, use of the Website, any service Company performs for you and the Content (as defined below) offered by Company on the Website. Company may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or Content. Company may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

Company reserves the right, in its sole discretion, to modify this Agreement at any time by posting a notice on the Website, or by sending you a notice. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the Services following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.

Because some of our users may be interested in it, we have included some information below related to the Children’s Online Privacy and Protection Act (“COPPA”). COPPA requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. Therefore, we only collect personal information through the Services from a child under 13 where that student’s school, district, and/or teacher has agreed (via the terms described in the following paragraph) to obtain parental consent for that child to use the Services and disclose personal information to us or where the parent or legal guardian of a child has signed the child up to use the Services. If you are a student under 13, please do not send any personal information about yourself to us if your school, district, and/or teacher has not obtained this prior consent from your parent or guardian or if your parent or guardian has not signed you up to use the Service, and please do not send any personal information other than what we request from you in connection with the Services. If we learn we have collected personal information from a student under 13 without parental consent being obtained by his or her parent, guardian, school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we

request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at support@tynker.com.

If you are signing up for this service and creating accounts on behalf of student(s), you represent and warrant that you are either (a) a teacher or school administrator or otherwise authorized by a school or district to sign up on behalf of students or (b) the parent of such student(s). If you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. When obtaining consent, you must provide parents and guardians with these Terms, our Privacy Policy, and [Tynker Additional Terms of Use for Educational Institution](#). You must keep all consents on file and provide them to us if we request them. If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of COPPA compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

You represent and warrant that you are of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf, as we described earlier, and also to agree to these Terms and their own behalf). If you're agreeing to these Terms on behalf of an organization or entity (for example, if you're an administrator agreeing to these Terms on behalf of your district), you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

If you are a school, district, or teacher, you may have the Company generate an access code for you to use with each limited access group you administer (an "Access Code"). For example, if you wished to establish a closed group among yourself, as a teacher, and your 4th grade class, you would distribute the Access Code only to those members of your 4th grade class that you wanted to view what was going on within that group. Everyone to whom a group administrator distributes the Access Code will be a member of that "Limited

Access Group.” Students will log into to the Services using accounts created by teachers, school administrators or teachers or students may log in through their Google Apps For Education log in and use an Access Code to join a Limited Access Group.

3. SERVICES CONTENT. The Services and its contents are intended solely for the personal, non-commercial use of Services by users and may only be used in accordance with the terms of this Agreement. All materials displayed or performed on the Services (including, but not limited to text, graphics, articles, photographs, images, illustrations (also known as the “Content,” and which includes User Submissions (as defined below) are protected by copyright. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.

The Services are protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other intellectual property laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

You may download or copy the Content (and other items displayed on the Services for download) for personal non-commercial use only, provided that you maintain all copyright and other notices contained in such Content. You shall not store any significant portion of any Content in any form. Copying or storing of any Content other than personal, noncommercial use is expressly prohibited without prior written permission from Company or from the copyright holder identified in such Content’s copyright notice. If you link to the Website, Company may revoke your right to so link at any time, at Company’s sole discretion. Company reserves the right to require prior written consent before linking to the Website.

In the course of using the Services, you and other users may provide information which may be used by Company in connection with the Services

and which may be visible to certain other users. Anything you post, upload, share, store, or otherwise provide through the Services is your “User Submission.” Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy and [Tynker Additional Terms of Use for Educational Institution](#) to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant Company a license to translate, modify (for technical purposes, for example making sure your content is viewable on your iPhone as well as your computer) and reproduce such User Submission, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal Company account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant Company the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of displaying that Personal User Submission to you and providing you the Services necessary to do so.

If you share a User Submission only within a Limited Access Group, or otherwise in a manner that only certain specified users can view (each, a “Limited Access User Submission”), then you grant Company the license above, as well as a license to display, perform, and distribute your Limited Access User Submission for the purpose of displaying that Limited Access User Submission to other members of that Limited Access Group (or to such specified users, as applicable) and providing you the Services necessary to do so. Also, you grant the other members of that Limited Access Group (or such specified users, as applicable) a license to access that Limited Access User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services. For example, if you share a project in your Limited Access Group, you grant the other members of the Limited Access Group the rights necessary to view that project and to create derivative works by adding to and modifying it.

If you share a User Submission in a public “community” on the Services or in a manner that more than just you or your Limited Access Group can view (a

“Public User Submission”), then you grant Company the license above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of displaying that Public User Submission to all Company users and providing you the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with Company and the Services, provided that Company will try to notify you if it uses your Public User Submission for any reason other than displaying it on the Services. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services. For example, if you share a project in a public “community”, you grant the other members of the “community” the rights necessary to view that project and to create derivative works by adding to and modifying it.

Any user and Company may use, modify, reproduce, display, perform, distribute or create derivative works of a Public User Submission or a Limited Access User Submission (for which they have permission to access), provided that such user or Company must provide attribution to the original author(s).

You agree that the licenses you grant are perpetual, royalty-free, irrevocable, sublicenseable, transferable and worldwide. Finally, you understand and agree that Company, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media.

You understand that all information publicly posted or privately transmitted through the Services is the sole responsibility of the person from which such content originated and that Company will not be liable for any errors or omissions in any content. You understand that Company cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, Company cannot guarantee the authenticity of any data which users or merchants may provide about themselves. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

Under no circumstances will Company be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any

Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

4. RESTRICTIONS. You warrant, represent and agree that you will not contribute any Content or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) involves commercial activities and/or sales without Company's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including without limitation any employee or representative of Company; or (vi) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program. Company reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Company is concerned that you may have breached the immediately preceding sentence), or for no reason at all. You, not Company, remain solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such content to Company and to grant Company the rights to use such information in connection with the Services and as otherwise provided herein.

You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Mailist, Listserv, any form of auto-responder, or "spam" on the Services, or any processes that run or are activated while you are not logged on to the Services, or that otherwise interfere with the proper working of or place an unreasonable load on the Services' infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any

portion of the Services is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.

You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Maillist, Listserv, any form of auto-responder, or "spam" on the Services, or any processes that run or are activated while you are not logged on to the Services, or that otherwise interfere with the proper working of or place an unreasonable load on the Services' infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any portion of the Services is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.

You understand and agree that Company shall have the sole right to decide whether you are in violation of any of the restrictions set forth in this Section, and shall have sole discretion regarding the course of action to take in connection therewith.

5. WARRANTY DISCLAIMER. Company has no special relationship with or fiduciary duty to you. You acknowledge that Company has no control over, and no duty to take any action regarding: which users gain access to the Services; what Content you access via the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Company from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Company

makes no representations concerning any content contained in or accessed through the Services, and Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. Company makes no representations or warranties regarding the accuracy of descriptions anywhere on the Services, or regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased (whether or not following such recommendations and suggestions) are provided "AS IS" without any warranty of any kind from Company or others unless, with respect to others (only), otherwise made expressly and unambiguously in writing by a designated third party for a specific product or service. THE SERVICES, CONTENT, WEBSITE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITE, AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

6. PRIVACY POLICY. For information regarding Company's treatment of personally identifiable information, please review Company's current Privacy Policy at <http://www.tynker.com/privacy>, which is hereby incorporated by reference; your acceptance of this Agreement constitutes your acceptance and agreement to be bound by Company's Privacy Policy. Particularly, records that are: (1) directly related to a student, and (2) maintained by an educational agency or institution or by a party acting for the agency or institution are "Education Records" protected by the Family Educational Rights and Privacy Act ("FERPA"). FERPA provides that an Educational Institution may disclose personally identifiable information from Education Records to a provider, like Tynker, to perform an institutional service or function with a legitimate educational interest in the Education Records if certain conditions have been met. We have specified such conditions in [Tynker Additional Terms of Use for Educational Institution](#), which is hereby incorporated by reference. If you are an Educational Institution, your acceptance of this Agreement constitutes your acceptance and agreement to be bound by [Tynker Additional Terms of Use for Educational Institution](#).

7. REGISTRATION AND SECURITY. As a condition to using some aspects of the Services, you may be required to register with Company and select a password and user name ("Company User ID"). If you are accessing the Services through a third party site or service (such as "Facebook Connect"), Company may require that your Company User ID be the same as your user name for such third party site or service. You shall provide Company with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account. In certain situations, your Company User ID may be selected for you by your school or district; the same rules apply to them when they select a Company User ID for you. You may not (i) select or use as a Company User ID a name of another person with the intent to impersonate that person; or (ii) use as a Company User ID a name subject to any rights of a person other than you without appropriate authorization. Company reserves the right to refuse registration of or cancel a Company User ID in its discretion. You shall be responsible for maintaining the confidentiality of your password. If you access the Service through a third party site or service, you will provide your third party account credentials to Company, and you are consenting to have the information in those accounts transmitted into your Company account, and you agree that you shall only use accounts owned by you, and not by any other person or entity.

8. INDEMNITY. You will indemnify and hold Company, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to the Services, use of the Services, your violation of this Agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

9. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE WEBSITE OR THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF \$100 OR THE FEES PAID BY YOU TO COMPANY HEREUNDER DURING THE 12-MONTH PERIOD PRECEDING

THE APPLICABLE CLAIM; (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (IV) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

10. FEES AND PAYMENT. You shall pay all applicable fees, as described on the Website and/or your account settings in connection with the Services selected by you. You shall be responsible for all taxes associated with your use of such Services, including, without limitation any federal, state, local or foreign taxes or any sales or use taxes. Company reserves the right to change its price list and to institute new charges at any time, upon notice to you, which may be sent by email or posted on the Website. Your use of the Services following such notification constitutes your acceptance of any new or increased charges. Any fees paid hereunder are non-refundable.

11. TYNKER LIFETIME You may elect to purchase Tynker Lifetime, (a) for which you pay a one-time non-refundable fee as invoiced (rather than any recurring subscription fees); (b) under which you are allowed unlimited use of [certain] Tynker Services provided that such unlimited use is only available (and only available to you) under your Company User ID within which you paid the one-time fee for such Tynker Services and is not available otherwise; (c) the unlimited use described in subsection (b) above is valid only for the life of the relevant Tynker Services (not your lifetime), and your right to unlimited use automatically terminates when the relevant Tynker Services is terminated; and (d) you shall ensure that your Company User ID and password are personal to you and you shall not transfer or otherwise make available your Company User ID and password to any other individuals in violation of these Terms. You shall promptly notify Tynker if you discover that your Company User ID has been transferred to or otherwise used by anyone other than you. You also acknowledge and agree that any transfer of your Company User ID or use thereof by anyone in violation of these Terms is not permitted and Tynker may at its discretion discontinue your Company User ID in the event of such unauthorized transfer or use without any liability to you.

12. INTERACTION WITH THIRD PARTIES. The Services may contain links to third party websites or services ("Third Party Services") that are not owned or

controlled by Company, or the Services may be accessible by logging in through a Third Party Service, as described more fully in our Privacy Policy. When you access Third Party Services, you do so at your own risk. You hereby represent and warrant that you have read and agree to be bound by all applicable policies of any Third Party Services relating to your use of the Services and that you will act in accordance with those policies, in addition to your obligations under this Agreement. Company has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any Third Party Services. In addition, Company will not and cannot monitor, verify, censor or edit the content of any Third Party Service. By using the Services, you expressly relieve and hold harmless Company from any and all liability arising from your use of any Third Party Service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that Company is under no obligation to become involved. In the event that you have a dispute with one or more other users or third parties, you hereby release Company, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: **“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”**

13. TERMINATION. This Agreement shall remain in full force and effect while you use the Services. You may terminate your use of the Services at any time. Company may terminate or suspend your access to the Services or your membership at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your

membership. Company may also terminate or suspend any and all Services and access to the Website immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement. Upon termination of your account, your right to use the Services, access the Website, and any Content will immediately cease. 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.

14. MISCELLANEOUS. The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with Company's prior written consent. Company may transfer, assign or delegate this Agreement and its rights and obligations without consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Company in any respect whatsoever. Headings for each section have been included above for your convenience, but such headings do not have any legal meaning, and may not accurately reflect the content of the provisions they precede. Except as expressly set forth in Section "APPLE DEVICE AND APPLICATION TERMS" below, you and Company agree there are no third party beneficiaries intended under this Agreement.

15. ARBITRATION; GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in San Francisco County, California, using the English language in

accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief at any time. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California.

16. COPYRIGHT DISPUTE POLICY. Company has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at www.lcweb.loc.gov/copyright/legislation/dmca.pdf). The address of Company's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this Section. It is Company's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

1. Procedure for Reporting Copyright Infringements:

If you believe that material or content residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;
4. Contact information about the notifier including address, telephone

number and, if available, email address;

5. A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and

6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

2. Once Proper Bona Fide Infringement Notification is Received by the Designated Agent:

It is Company's policy:

1. to remove or disable access to the infringing material;
2. to notify the content provider, member or user that it has removed or disabled access to the material; and
3. that repeat offenders will have the infringing material removed from the system and that Company will terminate such content provider's, member's or user's access to the Services.

3. Procedure to Supply a Counter-Notice to the Designated Agent:

If the content provider, member or user believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider, member, or user, must send a counter-notice containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of the content provider, member or user;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
3. A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and

4. Content provider's, member's or user's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or, if the content provider's, member's or user's address is located outside the United States, for any judicial district in which Company is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Company may send a copy of the counter-notice to the original complaining party informing that person that Company may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion.

Please contact Company's Designated Agent to Receive Notification of Claimed Infringement at the following address: Email us at privacy@tynker.com or contact us at 201 San Antonio Circle, Suite 104, Mountain View, CA 94040.

17. APPLE DEVICE AND APPLICATION TERMS. In the event you are using the Services in connection with a device provided by Apple, Inc. ("Apple") or a Company application obtained through the Apple App Store (collectively, such uses are henceforth the "Application"), the following shall apply:

1. 15.1 Both you and Company acknowledge that this Agreement is concluded between you and Company only, and not with Apple, and that Apple is not responsible for the Application or the Content;
2. 15.2 The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Service for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they are applicable to the Service;
3. 15.3 You will only use the Application in connection with an Apple device that you own or control;

4. 15.4 You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;

5. 15.5 In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

6. 15.6 You acknowledge and agree that Company, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;

7. 15.7 You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Company, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

8. 15.8 You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;

9. 15.9 Both you and Company acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and

10. 15.10 Both you and Company acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as the third party beneficiary hereof.

18. **CONTACT.** If you have any questions, complaints, or claims with respect to the Services, you may contact us at 280 Hope St, Mountain View, CA 94041 or privacy@tynker.com.

Effective: November 24, 2015

ABOUT	RESOURCES	PARENTS	EDUCATORS
Tynker is the #1 Kids Coding Platform where millions have learned to code. Tynker offers self-paced online courses for children to learn coding at home, as well as an engaging programming curriculum for schools and camps.	Blog Stories Partners Press Jobs Mobile Apps Forum Store	Why Coding Play Courses How Kids Learn Kids Gallery Give a Gift Redeem	Hour of Code School Courses STEM Projects Common Core Start a Camp

STAY CONNECTED



PARENT NEWSLETTER





Please see our latest privacy updates.

Privacy Policy

Terms of Use

Terms for Educational Institutions

Terms for CodeMaker Camp (Teachers)

Terms for CodeMaker Camp (Parents)

EU Privacy Notice

EU Data Privacy Addendum

Kids & Online Safety

About Us

Privacy Policy

We at Neuron Fuel, Inc. d/b/a Tynker (“Tynker,” “we,” “us,” “our”) know that our users (“you,” “your”) care about how your personal information is used and shared, and we take your privacy seriously.

Please read the following to learn more about our Privacy Policy. **By visiting or using the Website or Services in any manner, you acknowledge that you accept the practices and policies outlined in this Privacy Policy, and you hereby consent that we will collect, use, and share your information in the following ways.** Any capitalized terms used herein without definition shall have the meaning given to them in the Tynker Terms of Use [<http://www.tynker.com/terms>].

I. What Does This Privacy Policy Cover?

This Privacy Policy covers our treatment of personally identifiable information (“Personal Information”) that we gather when you are accessing or using our Services. This policy does not apply to the practices of companies that we do not own or control, or to individuals that we do not employ or manage.

If you are not of legal age to form a binding contract (in many jurisdictions, this age is 18), you may only use the Services and disclose information to us with your parent’s or legal guardian’s express consent. Review this Privacy Policy with your parent or legal guardian to make sure you understand it.

We only collect Personal Information through the Services from a child under 13 where that student’s school, district, and/or teacher has agreed (via the terms described in the Terms of Use) to obtain parental consent for that child to use the Services and disclose Personal Information to us or where the parent or legal guardian of a child has signed up or been invited to sign up or approve the child to use the Services. If you are a student under 13, please do not send any Personal Information about yourself to us if your school, district,

Feedback

and/or teacher has not obtained this prior consent from your parent or guardian or if your parent or guardian has not signed you up and given their approval for you to use the Service, and please do not send any Personal Information other than what we request from you in connection with the Services. If we learn we have collected Personal Information from a student under 13 without parental consent being obtained by his or her parent, guardian, school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at privacy@tynker.com.

When we use the term “Personal Information” in this Privacy Policy, we are referring to personally identifiable information of individual, non-children (i.e., adult) registrants of the Services. References to “Children’s Personal Information” only apply to personally identifiable information collected from users who have registered for the Services as minor students (i.e., students under the age of 13). General references to “information” apply to all users.

We gather various types of Personal Information and Children’s Personal Information from our users, as explained more fully below. We may use this Personal Information and Children’s Personal Information to personalize and improve our services, to allow our users to set up a user account and profile, to contact users, to fulfill your requests for certain products and services, to analyze how users utilize the Services, and as otherwise set forth in this Privacy Policy. We may share certain types of Personal Information and Children’s Personal Information with third parties, as described below.

II. What Information Does Tynker Collect?

A. Information You Provide to Us:

We receive and store any information you knowingly provide to us. For example, we collect Personal Information and Children’s Personal Information, such as your name, email address, school affiliation and a picture (if provided). If you are a student registrant (i.e., you sign up as a student under the age of 13), the only Children’s Personal Information we require is your parent’s email address so we can initiate a parental consent process, as well as non-personal information such as your screen name and password. Once you are signed up with parental activation, you may also be permitted to create a profile avatar

through the functionality of the Services. If you provide your third-party account login credentials to us, you understand some content and/or information in those accounts (“Third Party Account Information”) may be transmitted into your account with us if you authorize such transmissions, and that Third Party Account Information transmitted to our Services is covered by this Privacy Policy. You can choose not to provide us with certain information, but then you may not be able to register with us or to take advantage of some of our features. We may anonymize your Personal Information and Children’s Personal Information so that you cannot be individually identified, and provide that information to our partners. The Children’s Personal Information you provide shall only be used for creating your individual account (which will identify you within the user group(s) for which you have been granted an access code (“Limited Access Group”)), and for sending you notifications. You may modify or remove your Personal Information or Children’s Personal Information identified below at any time by logging into your account and accessing features to edit your profile and/or account information. Please note that your school and/or district, can view all activity and content associated with your student account, including your Children’s Personal Information.

If you have provided us with a means of contacting you, we may use such means to communicate with you. For example, we may send you promotional offers on behalf of Tynker or other businesses (without sharing your Personal Information or Children’s Personal Information), or communicate with you about your use of the Services. Also, we may receive a confirmation when you open a message from us. This confirmation helps us make our communications with you more interesting and improve our services. If you do not want to receive communications from us, please do not opt in to such communications or indicate your preference by sending us an email to this effect with your login information to privacy@tynker.com

B. Information Collected Automatically:

Whenever you interact with our Services, we automatically receive and record information on our server logs from your browser including your IP address, “cookie” information, and the page you requested. “Cookies” are identifiers we transfer to your computer or mobile device that allow us to recognize your browser or mobile device and tell us how and when pages and features in our Services are visited and by how many people. You may be able to change the preferences on your browser or mobile device to prevent or limit your computer or device’s acceptance of cookies, but this may prevent

you from taking advantage of some of our features. Our analytics vendors and advertising partners may also transmit cookies to your computer or device, when you click on pages or ads that appear on the Services. For children or student users of our Services or the sections of our Services for such users, these ads will not contain any behaviorally-targeted advertising or track users for such purposes. Also, if you click on a link to a third party website, such third party may also transmit cookies to you.

When we collect usage information (such as the numbers and frequency of visitors to the Website), we only use this data in aggregate form, and not in a manner that would identify you personally. For example, this aggregate data tells us how often users use parts of the Services, so that we can make the Services appealing to as many users as possible. We may also provide this aggregate information to our partners; our partners may use such information to understand how often and in what ways people use our Services, so that they, too, can provide you with an optimal experience. We do not disclose aggregate information to a partner in a manner that would identify you personally.

III. Will Tynker Share Any of the Personal Information OR CHILDREN'S PERSONAL INFORMATION it Receives?

We neither rent nor sell your Personal Information or Children's Personal Information in personally identifiable form to anyone. We share your Personal Information and Children's Personal Information with third parties as described in Section II and in this Section:

A. Affiliated Businesses and Third Party Websites We Do Not Control: In certain situations, businesses or third party websites we're affiliated with may sell items or provide services to you through the Services (either alone or jointly with us). You can recognize when an affiliated business is associated with such a transaction or service, and we will share your Personal Information with that affiliated business only to the extent that it is related to such transaction or service. If you are a student/child user, we will not share your Children's Personal Information in connection with any commercial third party transaction or service. One such service may include the ability for you to automatically transmit Third Party Account Information to your Services profile or to automatically transmit information in your Services profile to your third party account. For adult users, we have no control over the policies and practices of third party websites or businesses as to privacy or anything else,

so if you choose to take part in any transaction or service relating to an affiliated website or business, please review all such business' or websites' policies.

B. Agents: We employ other companies and people to perform tasks on our behalf and need to share your information with them to provide products or services to you. Unless we tell you differently, our agents do not have any right to use the Personal Information or Children's Personal Information we share with them beyond what is necessary to assist us. We also take steps to ensure that they agree to protect the Personal Information or Children's Personal Information shared with them.

C. User Profiles and Submissions: Certain user profile information, including without limitation a user name, location, and any video or image content that such user has uploaded to the Services, may be displayed to other users to facilitate user interaction within the Services or address your request for Tynker's services. Your account privacy settings allow you to limit the other users who can see the Personal Information or (if applicable) Children's Personal Information in your user profile and/or what information in your user profile is visible to others. Any content you upload to your public user profile, along with any Personal Information or (if applicable) Children's Personal Information or content that you voluntarily disclose online in a manner other users can view (on discussion boards, in messages and chat areas, etc.) becomes publicly available, and can be collected and used by others. Your user name may also be displayed to other users if and when you send messages or comments or upload images or videos through the Services and other users can contact you through messages and comments. Additionally, if you sign into the Services through a third party social networking site or service, your list of "friends" from that site or service may be automatically imported to the Services, and such "friends," if they are also registered users of the Services, may be able to access certain non-public information you have entered in your Services user profile. Again, we do not control the policies and practices of any other third party site or service that are available to adult users. Some of the features above may not be made available to children/student users, or if they are, with additional moderation or the requirement that teachers/schools obtain the necessary verifiable consent from parents in advance of activating such features.

D. Business Transfers: We may choose to buy or sell assets. In these types of transactions, customer information is typically one of the business assets

that would be transferred. Also, if we (or our assets) are acquired, or if we go out of business, enter bankruptcy, or go through some other change of control, Personal Information and Children's Personal Information would be one of the assets transferred to or acquired by a third party, if permitted by applicable law.

E. Protection of Tynker and Others: We reserve the right to access, read, preserve, and disclose any information that we reasonably believe is necessary to comply with law or court order; enforce or apply our conditions of use and other agreements; or protect the rights, property, or safety of Tynker, our employees, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

F. With Your Consent: Except as set forth above, you will be notified when your Personal Information or Children's Personal Information may be shared with third parties in personally identifiable form, and will be able to prevent the sharing of this information. In the case of Children's Personal Information, we will first obtain the prior verifiable consent of a parent or legal guardian, or require that the teacher/school do so.

IV. Is Personal Information About me OR CHILDREN'S PERSONAL INFORMATION Secure?

Your account is protected by a password for your privacy and security. If you access your account via a third party site or service, you may have additional or different sign-on protections via that third party site or service. You must prevent unauthorized access to your account and Personal Information and Children's Personal Information by selecting and protecting your password and/or other sign-on mechanism appropriately and limiting access to your computer or device and browser by signing off after you have finished accessing your account.

We use industry-standard security techniques to protect the privacy of your account and other Personal Information and Children's Personal Information we hold in our records. While we may provide encryption technologies and use other reasonable precautions to protect confidential information and provide suitable security, we cannot guarantee complete security. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information at any time.

The Services may contain links to other sites. We are not responsible for the privacy policies and/or practices on other sites. When following a link to another site you should read that site's privacy policy.

V. What personal information and children's personal information can I access?

Through your account settings, you may access, and, in some cases, edit or delete the following information you've provided to us:

- name and password

- email address

- user profile information

- content in your account

The information you can view, update, and delete may change as the Services change. If you have any questions about viewing or updating information we have on file about you, please contact us at privacy@tynker.com.

If you would like to request that Children's Personal Information regarding your child be updated or deleted (or, if you are a teacher, a child that is in your class) by the Services, or if you wish to request that we discontinue the further collection nor use of Children's Personal Information, please contact us at privacy@tynker.com. A minor student's participation in our Services, and the ability of a minor student to access the Services, will not be conditioned on that student providing more Children's Personal Information than is reasonably necessary for that participation or access. We will respond to a request made pursuant to this section within 30 days of our receipt of such request.

To request removal of your Personal Information or Children's Personal Information from our public forums, contact us at privacy@tynker.com. In some cases, we may not be able to remove your information, in which case we will let you know if we are unable to do so and why.

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to ask us for a notice identifying the categories of Personal Information and Children's Personal Information which we share with our affiliates and/or third parties for marketing purposes, and providing contact information for such affiliates and/or third parties. If you are a California resident and would like a

copy of this notice, if applicable, please submit a written request to:
privacy@tynker.com.

VI. What Choices Do I Have?

You can always opt not to disclose information to us, but keep in mind some information may be needed to register with us or to take advantage of some of our special features.

You may be able to add, update, or delete information as explained in Section V above. When you update information, however, we may maintain a copy of the unrevised information in our records. [You may request deletion of your account by sending an email with instructions.] Please note that some information may remain in our records after your deletion of such information from your account. We may use any aggregated data derived from or incorporating your Personal Information and Children's Personal Information after you update or delete it, but not in a manner that would identify you personally.

VII. Changes to this Privacy Policy

We may amend this Privacy Policy from time to time. Use of information we collect now is subject to the Privacy Policy in effect at the time such information is used. If we make changes in the way we use Personal Information or Children's Personal Information, we will notify you by posting an announcement on our Website or sending you a message, and if necessary, obtain the prior verifiable consent of a parent or legal guardian. You are bound by any changes to the Privacy Policy when you use the Services after such changes have been first posted.

VIII. Questions or Concerns

If you have any questions or concerns regarding our privacy policies, please send us a detailed message to privacy@tynker.com, and we will try to resolve your concerns.

privacy@tynker.com

Tynker

280 Hope St

Mountain View, CA 94041

Phone: (six-five-zero) four-eight-eight one-four-one-one

Effective Date: October 8, 2015

ABOUT

Tynker is the #1 Kids Coding Platform where millions have learned to code. Tynker offers self-paced online courses for children to learn coding at home, as well as an engaging programming curriculum for schools and camps.

RESOURCES

- Blog
- Stories
- Partners
- Press
- Jobs
- Mobile Apps
- Forum
- Store

PARENTS

- Why Coding
- Play
- Courses
- How Kids Learn
- Kids Gallery
- Give a Gift
- Redeem

EDUCATORS

- Hour of Code
- School Courses
- STEM Projects
- Common Core
- Start a Camp

STAY CONNECTED



PARENT NEWSLETTER





Quote

Company Address 280 Hope St.
Mountain View, California 94041
United States

Fax (866) 489-4928

Created Date 6/3/2019
Quote Expiration 6/28/2019
Quote # QU-19707

Prepared By Venkat Varada
Phone (408) 426-0425
Email venkat@tynker.com
Fax (866) 489-4928

Contact Name Marcia Bernard
Phone 530-757-5300 x117
Email mbernard@djud.net

Bill To Name Davis Joint Unified School District
Bill To 526 B St.
Davis, California 95616
United States

Ship To Name Davis Joint Unified School District
Ship To 526 B St.
Davis, California 95616
United States

Product	Description	Quantity	Sales Price	Discount	Total Price
Tynker School License Middle School Courses	Instructional materials and lesson plans for programming courses 201, 202, 301, 302, JavaScript 101, Python 101, Python 201, and Drones 101 (tynker.com/school/middle) - 6 cross-curricular STEM courses in English, Social Studies, Math, Physical Science, Life Science, and Earth Science. Automatic student assessment and metrics dashboards - Premium creation tools - School administration console for teacher and student management - School metrics. Valid for a single campus school with up to 400 students.	3.00	\$2,600.00	10.00%	\$7,020.00

Subtotal \$7,800.00
Discount 10.00%
Total Price \$7,020.00
Grand Total \$7,020.00

Quote Acceptance

Signature _____

Name _____

Date _____