

CONTRACT NAME: AGREEMENT BETWEEN VOCABULARY SPELLING CITY AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement between Vocabulary Spelling City and DJUSD provides a supplemental program to be used in classrooms with Chromebooks.

It is an integrated word study program that focuses on building a solid vocabulary. The program also features spelling, phonics, and writing components that provide multiple exposures to words through engaging activities. Vocabulary Spelling City provides a web-based solution with activities which teachers can assign to the whole class, small groups, or individuals, making it easy to implement an effective and meaningful word study program.

The cost of this program is \$52.95 and is being paid by site donation funds.



Terms of Service

Updated: August 1, 2016

VocabularySpellingCity provides service to users through its website, www.VocabularySpellingCity.com or [www.SpellingCity.com \(https://www.spellingcity.com/\)](http://www.SpellingCity.com), and related iOS Apps (the "Service") subject to the following Terms of Service, which may be updated or modified by VocabularySpellingCity at any time without notice to you. Whenever you access VocabularySpellingCity's website or use its iOS Apps, you do so subject to the Terms of Service and all policies or procedures specifically incorporated herein by reference.

Acceptance of Service

Your use of VocabularySpellingCity's website or iOS Apps constitutes your acceptance of and your agreement to abide by these Terms of Service, and all incorporated policies and procedures. **Do not use the website or iOS Apps if you do not agree to the Terms of Service!**

Description of Service

VocabularySpellingCity's website and iOS Apps are designed to allow users to post and access word lists, practice for and take spelling and vocabulary tests, play spelling and vocabulary games, create printable games and share them with others. All users understand and agree that the Service provided by VocabularySpellingCity (whether paid or free) is provided "as-is" with no fitness implied for any use and no guarantee of reliability or durability. As a software-based service with ongoing updates based on user feedback, there may be problems of implementation or performance, commonly known as "bugs". VocabularySpellingCity strives to test, update, maintain, and optimize its system regularly so that the Service is delivered to users safely and effectively, but VocabularySpellingCity makes no guarantees as to the quality, reliability or fitness for any particular purpose of its Service.

Billing Policies

Membership Payment & Activation. Users wishing to access paid content on VocabularySpellingCity must create an account with VocabularySpellingCity and activate a Premium Membership. For PayPal™ and credit card payments, the date of payment will be the Activation Date. For payments made by check or purchase order ("PO"), the Activation Date will usually occur within one business day of VocabularySpellingCity's receipt of an acceptable check or PO. However, VocabularySpellingCity reserves the right to review POs and checks and to decide, at its sole discretion, whether to immediately activate service or to delay the Activation Date until payment is received by VocabularySpellingCity.

Term, Termination, & Renewal. A Premium Membership subscription begins on the Activation Date and for 12-month (the "Term"). On the last day of Term (the "Termination Date"), your Premium Membership end and all information (including student data and assignments) or relating to your account may be terminated or deleted, unless you renew your Premium Membership for an additional 12-month term on or before the Termination Date. You understand that Premium Memberships do not automatically renew, and that it is your responsibility to renew your Premium Membership prior to the Termination Date in order to ensure all information and files saved by you are saved and available to you during any renewal Term.

Cancellations. Premium Membership payments are fully earned upon payment. However, users who pay for their Premium Membership by PayPal™ or credit card may cancel their Premium Membership 30 days from the Activation Date (the "Cancellation Period") by contacting info@VocabularySpellingCity.com or 954-357-1150 and receive a full refund. Refunds for Premium Memberships cancelled within the Cancellation Period will be credited back to your method of payment within ten (10) business days. Users who pay for their Premium Membership by check or PO may cancel their Premium Membership at any time, however, they will not be entitled to a full refund. If you cancel your Premium Membership within the Cancellation Period and receive a full refund, any files saved by you (including student data and assignments) or relating to your account will be terminated or deleted on the effective date of the cancellation.

Payment Options. VocabularySpellingCity accepts Visa, MasterCard, Discover, American Express, and PayPal™. Users wishing to pay for a Premium Membership by check, PO, or other means, must contact info@spellingcity.com (<mailto:info@spellingcity.com>).

Refunds. All payments to VocabularySpellingCity are non-refundable, unless it is within the 30-day money back guarantee period for New Users.

Billing Security. VocabularySpellingCity uses Secure Sockets Layer technology that sends credit card data in encrypted code. VocabularySpellingCity does not keep a record of, or have access to your credit card number.

Special Offers & Price Changes. VocabularySpellingCity may run special offers periodically. These offers are subject to change at any time, and may have certain restrictions. Pricing may vary and changes made by VocabularySpellingCity become effective at the start of the next billing cycle.

Passwords. Your password gives you access to the Membership service. Please take appropriate measures to keep your password confidential and do not share it with third parties or with your children. You will be responsible for all activities that occur under your password regardless of whether you are the person who took such actions. If your password gets disclosed, please advise VocabularySpellingCity immediately and we will issue a new password and eliminate the previous one.

Your Obligations & Representations

When you sign up for an account at VocabularySpellingCity and activate your Premium Membership, you agree to (a) provide true, accurate, current and complete information about yourself on the registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or VocabularySpellingCity has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, VocabularySpellingCity has the right to suspend or terminate your account or Premium Membership and/or refuse any and all current or future use of its Service. You also agree that VocabularySpellingCity is authorized to charge the payment method you selected during registration the one-time Premium Membership Fee on the Activation Date. You further agree to abide by the Terms of Service and understand that VocabularySpellingCity has the right to terminate a Premium Membership if VocabularySpellingCity believes you have violated the letter or spirit of the Terms of Service. If your account or Premium Membership is

terminated, all information and files saved by you (including student data and assignments) or relating to your account will be terminated or deleted. You agree that VocabularySpellingCity shall not be liable to you or a party for any damage or loss of data or access to the Service.

VocabularySpellingCity Privacy Policy

Registration Data and certain other information about you are subject to our [Privacy Policy \(/privacy-policy.html\)](#). The Privacy Policy is subject to change without notice and is specifically incorporated into the Terms of Service by reference.

VocabularySpellingCity Proprietary Rights

You acknowledge and agree that the Service provided by VocabularySpellingCity, and all necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through VocabularySpellingCity.com and the VocabularySpellingCity iOS Apps is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by VocabularySpellingCity, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service provided by VocabularySpellingCity or the Software, in whole or in part.

You also agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the VocabularySpellingCity website or iOS Apps.

Grant of Limited License. VocabularySpellingCity grants to you, the Licensee, and your listed users, a personal, nonexclusive, and nontransferable license to use the Service on a single computer or smart device at a time. You agree that you will not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by VocabularySpellingCity for use in accessing the services.

Restrictions of Use. You understand that the Software and Service offered by VocabularySpellingCity are wholly owned by VocabularySpellingCity and/or its vendors or third party web sites and are protected by copyright and other laws in the United States and elsewhere. A Licensee may not copy or distribute the Software or Service to anyone, for any purpose, at any time. As a Licensee, you are permitted to the use of the Service for the number of users subscribed while they are paying for its use: there is no transfer of ownership or copyright. You agree that this License grant does not include the rights of modification, manufacture, distribution, sale, or sublicense.

VocabularySpellingCity reserves the right to cancel your Membership without refund if it is determined that you have violated this portion of the Terms of Service.

Trademarks & Copyrights

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Words, Lists, Sentences, Forum Comments, and Suggestions

Any words, lists, sentences, comments, or suggestions ("Content") posted by users to VocabularySpellingCity website and iOS Apps are available to all VocabularySpellingCity users. As a user of VocabularySpellingCity, you understand and agree that all Content posted by users are the sole responsibility of the person posting such Content, and that VocabularySpellingCity cannot guarantee the accuracy, integrity, appropriateness or quality of such Content. You agree that VocabularySpellingCity will not be liable and you will to hold it harmless for the Content and protection of any and all words or lists regardless of the circumstances,

including, but not limited to, error, omission, deletion, alteration or editing of any list and loss or damage of any kind you or others incur as a result use of lists or of any VocabularySpellingCity.com error or omission.

Further, users who post or submit Content on the VocabularySpellingCity website understand and agree that they grant VocabularySpellingCity a royalty-free, worldwide, perpetual, irrevocable, non-exclusive and fully sublicenseable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, ignore, or display such Content (in whole or part) and/or to incorporate it in other works in any form, media or technology now known or later developed without any attribution or credit or moral rights due to you. Finally, users understand and agree that while VocabularySpellingCity does not pre-screen Content, VocabularySpellingCity reserves the unilateral right (but not the obligation) in its sole discretion to refuse, delete, edit, alter or move any Content posted on VocabularySpellingCity's website or iOS Apps. At times, VocabularySpellingCity may remove or edit Content and ban users based on appropriateness or other factors. Users are urged to notify VocabularySpellingCity if they detect any objectionable Content posted. While VocabularySpellingCity does take some measures to avoid use of obscenities, it is not possible to prevent all mischievous individuals from posting objectionable Content. VocabularySpellingCity reminds you that anyone using the Internet must expect to be confronted with objectionable material from time to time. By using the Service, you agree that you will not hold VocabularySpellingCity responsible for any Content posted on VocabularySpellingCity's website and iOS Apps, including the appearance of objectionable material, or for the consequences due to the viewing of any Content.

Copyright Violation Notice

VocabularySpellingCity respects the intellectual property of others and we ask our subscribers to do the same. If any copyright owner believes that there is any intellectual property infringement on the VocabularySpellingCity.com website, please contact us at legal@VocabularySpellingCity.com (<https://www.spellingcity.com/>) and we will investigate and change or drop the link immediately. If you believe that your work is accessible on the VocabularySpellingCity service in a way that constitutes copyright infringement, you may notify us via email by providing VocabularySpellingCity the following information:

1. A description of and the location of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
2. Identification of the specific language, image(s) or functionality on the VocabularySpellingCity website or iOS App that you believe to be infringing;
3. Identification of the URL or other specific location on the VocabularySpellingCity website or iOS App where that material is located;
4. Your name, title, organization, website address, mailing address, telephone number, and e-mail address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
7. An electronic or physical signature of the owner or person authorized to act on behalf of the owner of the copyright interest attesting to all of the above.

VocabularySpellingCity shares intellectual property with Time4Learning.com, a highly popular online service providing a comprehensive PreK-High School multi-subject curriculum featuring student-paced learning in a fun and entertaining format. In particular, VocabularySpellingCity uses with permission the **spelling lists** (<http://www.time4learning.com/spellingwords/spelling-words.shtml>) provided by Time4Learning.com. Time4Learning.com is widely used for **homeschooling curriculum**

(<http://www.time4learning.com/homeschool-curriculum.htm>), after-school enrichment and remedial and summer programs. Time4Learning.com works well for a broad range of students including gifted children, those with learning disabilities, and students with Asperger's (<http://www.time4learning.com/aspergers.htm>), attention deficit syndromes**, sensory impairment** and dyslexia**.

VocabularySpellingCity provides resources for the **online writing courses** (<http://www.time4writing.com/>) offered by Time4Writing.com, an educational website providing remedial and regular writing programs led by certified teachers that efficiently boost students' writing abilities. VocabularySpellingCity's website is integrated with the Science Songs** found on the **Educational Games Website** (<http://www.learninggamesforkids.com/>) and Building Vocabulary** websites. VocabularySpellingCity is grateful to VocabularyIsFun.com, a website offering vocabulary software** that helps students learn and build vocabulary** such as SAT vocabulary**, ESL vocabulary** and vocabulary for regular academic progress.

Certain fonts found on this site are licensed from Downhill Publishing, LLC and are available through www.Fonts4Teachers.com (<http://www.fonts4teachers.com/>). Astute observers will notice the music in the games was first heard in Croc, Legend of the Gobbos. The Croc music is licensed from Jez San, the copyright owner.

Indemnity

You agree to indemnify and hold VocabularySpellingCity, its parent and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of any content you submit, post, transmit or make available through the VocabularySpellingCity website or iOS Apps, your use of the Service, your connection to the Service, your violation of the Terms of Service, or your violation of any rights of another.

Disclaimer of Warranties

- VOCABULARYSPELLINGCITY PROVIDES THE SERVICE ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. VOCABULARYSPELLINGCITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- VOCABULARYSPELLINGCITY MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VOCABULARYSPELLINGCITY OR THROUGH OR FROM THE WEBSITE OR IOS APPS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT VOCABULARYSPELLINGCITY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF VOCABULARYSPELLINGCITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED

OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT (A) THAT VIOLATE ANY APPLICABLE LAW, RULE, OR POLICY; (v) ANY OTHER MATTER RELATING TO THE SERVICE. YOUR SOLE REMEDY WILL BE TO TERMINATE YOUR MEMBERSHIP.

No Guaranty of Results

VocabularySpellingCity.com and VocabularySpellingCity iOS Apps are tools to assist your child for education and entertainment purposes. Because every child learns differently, VocabularySpellingCity cannot guarantee particular results from a child's use of the Service.

Modification of Terms

The Terms of Service (and any agreement, rule, or policy incorporated by reference) may be modified by VocabularySpellingCity at any time by publication through the VocabularySpellingCity website or by sending you an email. You are responsible for regularly reviewing the VocabularySpellingCity website to obtain timely notice of such modifications. You shall be deemed to have accepted such modifications by continuing to use the site after 15 days of when such modifications have been posted or you have been alerted by email. In the event that you object to any material changes to the Terms of Service (or the terms and conditions of an incorporated policy or agreement), your sole and exclusive remedy will be to terminate your Membership and to cease using the services. Upon request, remaining subscriptions costs will, if cancelled due to a change of Terms of Service, not be billed.

Jurisdiction, Venue, & Interpretation

The Terms of Service shall be governed by and construed in accordance with the laws of the State of Florida. Each party consents to personal jurisdiction and venue in Broward County Court. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. If a court of competent jurisdiction rules as invalid any provision of this agreement or the application of any provision to any person or circumstance, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and all other provisions shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Service, the use of the VocabularySpellingCity website or iOS Apps, or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Entire Agreement

The Terms of Service constitute the entire agreement between you and VocabularySpellingCity and govern your use of the Service offered by VocabularySpellingCity. The Terms of Service supersede all prior agreements between you and VocabularySpellingCity. You understand and agree that you may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The failure of VocabularySpellingCity to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.

Tools

Teaching Resources (/teacher-resources.html)

Videos / FAQs (/faq.html)

Games (/spelling-games.html)

VOCABULARY SPELLING CITY.COM® (L)



Info

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<http://plus.google.com/+SpellingCity/posts>



<http://www.pinterest.com/spellingcity/>

Davis Joint Unified School District
VocabularySpellingCity
Terms of Service

Jurisdiction, Venue, & Interpretation

The Terms of Service shall be governed by and construed in accordance with the laws of the State of California. Each party consents to personal jurisdiction and venue in Yolo County. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. If a court of competent jurisdiction rules as invalid any provision of this agreement or the application of any provision to any person or circumstance, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and all other provisions shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Service, the use of the VocabularySpellingCity website or iOS Apps, or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Accepted as addendum to Terms and Conditions

By: Robert Laundrie Robert Laundrie

Title: National Sales Director

Date: 09/16/2016



Privacy Policy

Updated: June 17, 2016

At VocabularySpellingCity.com, we consider children's safety to be all-important. Our site is designed to comply with state and federal regulations enacted to protect the privacy of children and ensure the security and confidentiality of student data, including, but not limited to, the **Children's Online Privacy Protection Act ("COPPA")** (<http://www.ftc.gov/tips-advice/business-center/privacy-and-security/children%27s-privacy>), the **Federal Education Rights and Privacy Act ("FERPA")** (<http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>), and the **California Education Code Section 49073.1** (http://leginfo.ca.gov/pub/13-14/bill/asm/ab_1551-1600/ab_1584_bill_20140929_chaptered.pdf). The following Privacy Policy describes our policies and procedures relating to the use of our site, our commitment to privacy, and the access and use of data.

Introduction

VocabularySpellingCity.com exists to serve educational institutions, parents and students and strives to provide a safe, positive experience for children. We do not collect information directly from children. Any students under the age of 18 wishing to use the site, must be registered by a parent, legal guardian, or school official. VocabularySpellingCity.com does not sell or market directly to minors and always seeks the appropriate authorization whenever we identify a minor attempting to purchase a service. Whenever we collect Personally Identifiable Information, or "PII", we do so with the sole purpose of supporting the educational purposes of which the site was designed. We do not publish or distribute any PII of students to third parties, and we try to limit access to third party web sites that may request PII. We also prohibit students from publicly posting or distributing PII without prior parental consent. In addition, in an effort to further protect children who use the site, VocabularySpellingCity does not use the prospect of a special game, prize or other activity to entice children to divulge more information than is needed to participate in an activity.

Identity of Registrants

VocabularySpellingCity.com and the VocabularySpellingCity Apps on iOS and Android are designed to provide vocabulary and spelling practice for students. Parents or educational institutions may register with the site by providing their name, email address, affiliation with a school or district (if applicable), phone number and billing information. A user's contact information may be used to send users service-related announcements when it is necessary or advisable to do so. However, a user's personal information will never be shared with third parties for advertising or marketing purposes. User information may be shared with partners, business affiliates or third party

service providers who work for VocabularySpellingCity.com and operate some of its functionalities, such as services, streaming services and credit card processing. However, these third parties are established service providers, who we do not have any control over. We only use user information for the sole purpose of providing the services. A user's information may also be shared with law enforcement or other third parties as required by law or if we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order or other legal process.

VocabularySpellingCity.com has appropriate security measures in place to safeguard against unauthorized access to the personal information collected at our site, including limiting the number of people who have physical access to our database servers, as well as electronic security systems and password protections. We only store passwords in an encrypted format and we do not store any credit card information.

Parents and educational institutions registering with the site are asked to create a username and password during the registration process, or, if they prefer, one may be assigned to them. We use usernames and passwords of subscribers' accounts to authenticate logins, allow access to the paid content and monitor subscription compliance. The username is also used to authenticate users when requesting technical support. The passwords are all encrypted when stored. Parents or educational institutions are required to create a user name for each student during the registration process. Parents or educational institutions may create a password for the student account during registration, or one will be assigned to the student account by VocabularySpellingCity. We do not require any PII of the students who will be using our services during the registration process or at any other time. Parents or educational institutions may choose to provide a student's name or class when setting up a student's account, in order to monitor the student's activities and progress more easily. However, this is optional.

Display of Registrant Information

VocabularySpellingCity.com is a web 2.0 social media-type service that includes user-generated content in terms of posted word lists and discussions on the forum. Parents and educational institutions wishing to participate in social media-type services are required to set up accounts in order to maximize privacy and security. The name and username of the account holders will be displayed on the VocabularySpellingCity website associated with their selected school and will be viewable by people and by automated systems, such as the automated indexing software utilized by Google, Yahoo, and Bing. While the forum is moderated, the problems of misinformation, false identities and other risks typical of the internet in its current state exist on VocabularySpellingCity.com. There is no way to verify whether someone who registers as a parent or educator at a particular school is truly that parent or educator at that school. Therefore, it is possible for a person to register and post while posing as an educator or parent when they are not actually a teacher or parent. All VocabularySpellingCity.com users should be aware of this possibility and take appropriate precautions. If VocabularySpellingCity.com suspects a fraudulent account has been set up, we will investigate and take measures to ban that account user. However, these measures are limited to closing the particular account and banning future registrations using the particular email.

Collection, Use, Storage and Disclosure of Student Information

Parents or educational institutions control what student information is provided to VocabularySpellingCity.com. Information that parents and educational institutions choose to enter regarding students should always be limited to information that is relevant to a legitimate educational purpose. The only information that is required to set up a student account is a user name and password. Parents or educational institutions may choose to provide additional information about the student, such as the student's name or class, when setting up a student's account in order to monitor the student's activities and progress more easily. However, this is optional. VocabularySpellingCity agrees that any information (1) directly related to a student enrolled by an educational institution and provided and maintained by that educational institution or (2) acquired directly from the student enrolled by an educational institution through activities and coursework on VocabularySpellingCity.com assigned to that student by the educational institution, continues to be the property of and under the control of the educational institution, and will not be retained or available to VocabularySpellingCity, if required by the contract between VocabularySpellingCity and the educational institution.

VocabularySpellingCity.com stores the data created by students so that the students, the students' parents, students' educational institutions can access it and use it for educational purposes. Parents and educational institutions can also access and use this information any time by logging into their accounts. At this time, VocabularySpellingCity.com does not automatically delete materials created by the student (e.g. quizzes and activities completed) when a student's account is closed, unless required by contract or other agreement.

However, VocabularySpellingCity reserves the right to delete student information or materials at any time after a student account has been closed. Therefore, parents or educational institutions are encouraged to print out any student data or materials they want prior to closing a student account.

Student data collected on this site will not be used for any unauthorized purpose or disclosed to any unauthorized person or third party without express written permission from the student's parents or the educational institutions, other than as provided in this Privacy Policy or by written contract between the educational institution and VocabularySpellingCity.com. However, VocabularySpellingCity reserves the right to use anonymous cookies for tracking website statistics, such as visitors, length of time on the site, and conversion rates.

VocabularySpellingCity.com also reserves the right to use aggregated, deidentified data to improve our educational products, demonstrate the effectiveness of our educational products in marketing, and develop and improve our site, services or applications. That aggregated, deidentified data may be shared with third parties.

VocabularySpellingCity.com does not use PII to market any products or services directly to students or their parents. In the event that we wish to release aggregated data that identifies a particular school by name, VocabularySpellingCity will enter into a separate agreement with the school or obtain written authorization from the school to authorize release and publication.

VocabularySpellingCity is committed to protecting student data against unauthorized access, destruction, use, modification or disclosure. To this end, we have implemented reasonable and appropriate safeguards when collecting and storing student data in our database. Our servers are located in a secured, locked and monitored environment designed to prevent unauthorized entry or theft, and are protected by a firewall. The servers are also backed up to a secure offsite data center. We take extra measures to ensure the safety of PII and Student Records and apply a Secure Sockets Layer (SSL or HTTPS) encrypting technology to establish and ensure that all data passed between the server and the browser remains encrypted. Governance policies and access controls are in place to ensure that the student information linked to each parents or educator (depending on the type of account) is separated and parents and/or educational institutions only have access to their own student data. Only limited VocabularySpellingCity.com personnel have access to the database, and they only access the database when necessary to provide services. We follow standardized and documented procedures for coding, configuration management, patch installation and change management for all applicable servers and we audit our practices at least once a year. While we strive to maintain best industry-standard privacy and security practices, it should be noted that no industry system is fail proof. In the event we learn of an actual data breach, loss or disaster, we will notify the affected user(s), and as appropriate, coordinate with the user(s) to support its notification of affected individuals, students and parents when there is a substantial risk of harm from the breach or a legal duty to provide notification.

Appropriateness

VocabularySpellingCity.com takes reasonable measures to prevent the posting of profanity or other objectionable language on our website. For instance, we automatically drop known profane terms from all lists and activities. Also, we do not include certain body parts on the list of words in our library. However, VocabularySpellingCity.com cannot guarantee that objectionable language will never be posted on the website, and asks that parents and educational institutions inform VocabularySpellingCity.com immediately if any objectionable language is observed so that we can take measures to address it.

Users who access the VocabularySpellingCity website for free will see advertisements from third parties posted on the site. Users who pay for an annual Premium Membership will not see these advertisements. VocabularySpellingCity.com takes measures to ensure that the advertisements are education-friendly and appropriate for all users. However, VocabularySpellingCity cannot guarantee that objectionable advertisements will never be posted on VocabularySpellingCity's website, and asks that parents and educational institutions report any objectionable advertisements to us immediately so that we can take measures to address it.

FERPA Compliance

VocabularySpellingCity.com understands the obligation educational agencies, districts and school systems have to comply with the Family Educational Rights and Privacy Act (FERPA) and supports schools in their efforts to comply with FERPA.

Whenever VocabularySpellingCity.com enters into a contract with schools to provide educational services to students, we agree to act as a "School Official" as defined by FERPA, meaning that we (1) perform an institutional service or function for which the school or district would otherwise use its own employees; (2) we have been determined to meet the criteria set forth in the school's or district's annual notification of FERPA rights for being a School Official with a legitimate educational interest in the education records; (3) we are under the direct control of the school or district with regard to the use and maintenance of education records; and (4) we use education records only for authorized purposes and will not re-disclose PII from education records to other parties (unless we have specific authorization from the school or district to do so and it is otherwise permitted by FERPA).

Supervision

It is the responsibility of parents and educational institutions to supervise children using the site and teach them about security and privacy. We recommend that parents and educational institutions provide the following information to all children: **Kids' Rules for Online Safety (<http://www.safekids.com/kids-rules-for-online-safety/>)**.

Collection of Information by Third Parties

Our web site contains links to web sites not maintained by VocabularySpellingCity.com. The privacy and data collection practices on any linked web sites are entirely separate from those of VocabularySpellingCity.com and are not covered by this Privacy Policy. Although we strive to choose business partners and third party associates who have demonstrated a commitment to user privacy and education, we are not responsible for the information, content, terms of use, or privacy policies on these third-party sites. We also cannot guarantee that student users will not go to another site where personal information from them is solicited. Parents and educational institutions do have the option to block third-party links on the site. To do so, please contact our support team.

From time to time, we may partner with third-parties to send information to users on VocabularySpellingCity.com's behalf regarding Time4Learning and other similar products. However, we take measures to maintain the appropriateness of all communications to users of VocabularySpellingCity.com, and users may opt-out of these communications.

VocabularySpellingCity.com allows third-party advertising companies to show certain advertisements on the site when viewed by free users. However, we take measures to maintain the appropriateness of the advertising material to the audience of VocabularySpellingCity. These companies use "cookies" (information a website puts on your computer's hard drive so that the website can remember your preferences or which pages you visited on that website) in order to track user movement through various websites on the internet. They also may use aggregated information about the user's visits to VocabularySpellingCity.com and other websites in order to provide contextual advertisements. However, VocabularySpellingCity is compliant with COPPA, and does not allow targeted advertisements based on user's behavior over time. For more information about this practice and your ability to opt-out, **click here (http://www.networkadvertising.org/managing/opt_out.asp)**.

Notice **VOCABULARY SPELLING CITY.COM** (1)

Your use of VocabularySpellingCity.com is conditioned on and deemed to constitute your acceptance of these terms. Changes to this policy may be required to keep up with changing technology and threats, and as new or changed services are released. We expect most such changes to be minor, but there may be cases where changes may be more significant. In such cases, we will provide notice to users who are affected. We encourage all users to return to and review this Privacy Policy frequently. Posting a modified Privacy Policy on this website will give effect to the revised terms, and your continued use of this website indicates your acceptance of any revised terms. If you do not agree to a revised policy, please refrain from using this website.

VocabularySpellingCity.com's mission is to maximize the educational value of this website and its usefulness to educational institutions, parents and students.

Registration by teachers or parents with VocabularySpellingCity.com includes an option to receive periodic email updates about VocabularySpellingCity and other services and products that might be of interest.

VocabularySpellingCity is supported in part by Time4Learning.com and Time4Writing.com. Time4Learning.com is an online learning service popular as a **homeschool curriculum** (<http://www.time4learning.com/homeschool-curriculum.htm>), for **afterschool supplementary education** (<http://www.time4learning.com/learning-enrichment.shtml>), and for **summer skills sharpening** (<http://www.time4learning.com/summer-school.shtml>). Time4Writing.com provides unique online services that help **students learning to write** (<http://www.time4writing.com/>).

Contact Us

If you have questions or comments regarding our Privacy Policy, or need any other assistance using VocabularySpellingCity's site or applications, please contact us at:

VocabularySpellingCity.com
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legal@spellingcity.com (mailto:legal@spellingcity.com)

(800) 357-2157 (tel:1-800-357-2157)

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